**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA
Contract Period: Beginning 3/30/2009 and Ending 9/26/2009
Commodity Specialist Name: XT3- Tom Teprovich – (717)783-0257

CHANGE SUMMARY:

Immix Technology supplied the Commonwealth with an updated price list to include the Q-Matic price list. Please see the pages following this change notice.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

immixGroup

immixGroup Inc. GS-35F-0330J Pricelist for Q-Matic

SIN	Part Number	Description	GSA Catalog Price
132-8	100395	DO9027 Chime	$34.50
132-8	100902	NG121 Power Supply - Standard (SE)	$241.87
132-33	110010	QN9083 Option for QM9060 (Q-NET)	$1,029.48
132-33	110020	QM9064 Q-WIN Network User License 2-9 Users	$292.78
132-33	110021	QM9064 Q-WIN Network User License 10-19 Users	$292.78
132-33	110070	QM2170 Option for QM9060 (Q-MAIL)	$123.68
132-33	110101	QT4000 Q-MONITOR Player - Software License W/CD	$1,715.41
132-33	110103	QT4010 Option for QT4000 - TV input	$813.78
132-8	110201	QM9000 Q-WIN Hardware Interface	$479.53
132-8	110203	Hardware Interface for QS	$479.54
132-8	110204	Hardware Interface for QSE	$479.54
132-8	110210	USB Hardware Interface for QSE	$479.54
132-33	110400	QSU2004 Option Q-MATIC Suite Mgmt Portal Reports	$414.35
132-33	110401	QSU2005 Option Q-MATIC Suite Mgmt Portal Analyze	$3,728.96
132-33	110402	QSU3004 User - Q-MATIC Suite Management Portal	$310.98
132-33	110403	QSU1100 Q-MATIC Suite Branch License	$518.03
132-33	110404	QSU2003 Option Q-MATIC Suite Mgmt Portal Dashboard	$2,071.80
132-33	110420	QSU2006 Q-MATIC Suite Mgmt Portal Full Reporting	$3,994.10
132-33	110600	QS Q-Win Software W/CD	$3,907.27
132-33	110612	QSU9060 Q-Win Upgrade Software to Current Version W/CD	$1,243.07
132-33	110640	QSDB Option for Q-Win (Database Statistics)	$2,404.63
132-33	110642	QS2140 Option for Q-WIN (Q-MATIC Voice)	$558.06
132-33	110643	QS2170 Option for Q-WIN (Q-MATIC Mail)	$394.94
132-33	110644	QS2160 Option for Q-WIN (Q-MATIC Pager)	$394.94
132-33	110645	QSAPI Option for Q-WIN (Q-MATIC API Server)	$1,119.10
132-33	110646	QSAS Option for Q-WIN (Q-MATIC Advanced Script)	$1,657.17
132-33	110648	QSDM Option for Q-WIN (Q-MATIC Distributed Mgmt)	$2,071.80
132-33	110649	QSCL Option for Q-WIN (Q-MATIC Custom Layout)	$414.35
132-33	110660	QSCLIENT Q-Win Client License	$257.83
132-33	110662	QS9095 Option for Q-WIN (Q-MATIC Calendar)	$796.18
132-33	110663	QS2131 Option for Q-WIN (Q-MATIC Staff)	$798.76
132-33	110667	QSAPIUSR API User License (QSAPI Required)	$257.83
132-33	110672	SOFTWARE S,Q-MATIC MONITOR 3 LIC. /S W/CD	$3,430.81
132-33	110673	QTS4001 Q-MATIC Monitor Additional Player W/CD	$980.23
132-33	110674	QTS5000 Option for QTS4000 Targeted Media	$1,843.59
132-33	110675	QTS4010 Option for QTS4000 - TV Input	$813.78
132-33	110711	QSU1100 Q-MATIC Suite Branch License	$518.03
132-33	110712	QSU3001 Q-MATIC Suite Front Office/Back Office	$256.93
132-33	110713	QSU3002 User - Q-MATIC Suite Reception	$256.93
132-33	110714	Suite Software Floorwalker User	$256.93
132-33	110715	QSU2002 Option Q-MATIC Suite Customer History Modu	$4,143.30
132-33	110716	QSU2001 Option - Q-MATIC Suite Calendar Module	$4,143.30
132-33	110717	QSU3003 User - Q-MATIC Suite Calendar	$447.81
132-33	110718	Suite Software 2.0 Call Center User	$431.46
132-33	110721	QSU2007 Suite LDAP Module	$3,994.10
132-33	110723	QSU2008 Suite Web Service Module 1	$3,994.10
132-8	112012	CP2012 Satellite Connection Box	$80.57
132-8	112014	CP2014 Main Connection Box	$91.28

132-8	112018	CP2018 Power Connection Box	$82.66
132-8	112042	SI2477 RS-232 Interface for Card Reader/Scanner	$402.70
132-8	112043	MI2280 Interface w/8 Channels	$195.15
132-8	112044	MI2280RF Interface Multi I/O * 8 = RF Module	$267.39
132-8	114002	TS1000 Touchscreen with BP2884, Card Reader	$10,690.83
132-8	117020	VU2077 Automatic Announcer (external unit)	$483.36
132-8	202821	BP2884 Ticket Printer (Slave Unit) 230V	$2,617.12
132-8	202822	BP2884 Ticket Printer (Slave Unit)	$3,107.83
132-8	202842	BP2882 Ticket Printer (Master Unit/Reports)	$3,747.38
132-8	211003	NO0001 Q-NOVA Wall Mounted US Connections	$2,620.89
132-8	211007	Discontinued	$2,293.66
132-8	211013	NO0002 Q-NOVA for Desk, US Connection	$2,646.05
132-8	211017	Q-NOVA FOR DESK,W/O DISP 433MHZ	$2,318.64
132-8	211023	NO0003 Q-NOVA with Floor Pedestal, US Connection	$2,852.52
132-8	211027	NO0009 Q-NOVA Floor Pedestal W/o 917 Display	$2,525.11
132-8	211033	NO0005 Q-NOVA Floor Pedestal, Wall Display	$2,781.90
132-33	211201	NO0006 Q-NOVA Statistics Software	$402.70
132-8	212001	NO0010 Q-DIRECT Sys W/Terminals-Text: Please Go To	$999.48
132-8	212101	WS2001 Wireless System w/3 Terminals	$999.48
132-8	213031	Q-MATIC TP3110 Client Ticket Printer	$2,918.74
132-8	213041	Q-MATIC TP3115 Touch Screen Client Ticket Printer	$5,928.45
132-8	213051	Q-MATIC TP3150 Server Ticket Printer	$5,025.59
132-8	213061	Q-MATIC TP3155 Touch Screen Server Ticket Printer	$6,627.48
132-8	213204	Table Stand TP31XX	$62.38
132-8	213205	Wall Bracket TP31XX (Purchased in 3 pack)	$87.55
132-8	214101	Q-MATIC Vision Touch Screen Kiosk	$8,755.95
132-33	214190	Vision Touch Screen Card Reader Kit	$1,830.22
132-8	214195	Q-MATIC Vision Touch Screen Camera Kit	$364.79
132-8	214201	Q-MATIC Vision Touch Screen Table/Wall Stand	$462.11
132-8	214251	Q-MATIC Vision Touch Screen Floor Pedestal	$492.74
132-8	320102	KT2243 Workstation KT2143, 5 Buttons CE	$487.30
132-8	320105	KT2595 (33 buttons)	$508.78
132-8	320203	TW1980 Extra Wireless Terminals 433MHZ	$76.40
132-8	340301	D924R Matrix Display (Red)	$462.43
132-8	340321	D924G Matrix Display (Green)	$561.55
132-8	340341	D924A Matrix Display (Red, Green, Amber)	$672.97
132-8	340361	D924B Matrix Display (Blue)	$1,424.74
132-8	340401	D948R Matrix Display (Red)	$814.08
132-8	340421	D948G Matrix Display (Green)	$1,029.44
132-8	340441	D948A Matrix Display (Red, Green, Amber)	$1,219.95
132-8	340461	D948B Matrix Display (Blue)	$1,235.47
132-8	340501	D972R Matrix Display (Red)	$1,205.46
132-8	340521	D972G Matrix Display (Green)	$1,521.37
132-8	340541	D972A Matrix Display (Red, Green, Amber)	$1,805.51
132-8	340561	D972B Matrix Display (Blue)	$1,814.50
132-8	340601	D996R Matrix Display (red)	$1,637.49
132-8	340621	D996G Matrix Display (Green)	$2,047.66
132-8	340641	D996A Matrix Display (Red, Green, Amber)	$2,457.14
132-8	340661	D996B Matrix Display (Blue)	$2,336.97
132-8	350301	D1632R Matrix Display (Red)	$739.23
132-8	350321	D1632G Matrix Display (Green)	$886.14
132-8	350341	D1632A Matrix Display (Red, Green, Amber)	$1,255.18
132-8	350401	D1664R Matrix Display (Red)	$1,311.35
132-8	350421	D1664G Matrix Display (Green)	$1,704.43
132-8	350441	D1664A Matrix Dislay (Red, Green, Amber)	$2,332.71
132-8	350501	D1696R Matrix Display (Red)	$1,874.92

132-8	350521	D1696G Matrix Display (Green)	$2,436.47
132-8	350541	D1696A Matrix Display (Red, Green, Amber)	$3,392.92
132-8	350601	D16128R Matrix Display (Red)	$2,428.39
132-8	350621	D16128G Matrix Display (Green)	$3,165.82
132-8	350641	D16128A Matrix Display (Red, Green, Amber)	$4,523.45
132-8	360301	D832R Matrix Display (Red)	$592.78
132-8	360321	D832G Matrix Display (Green)	$679.71
132-8	360341	D832A Matrix Display (Red, Green, Amber)	$864.12
132-8	360401	D864R Matrix Display	$1,049.88
132-8	360421	D864G Matrix Display (Green)	$1,258.56
132-8	360441	D864A Matrix Display (Red, Green, Amber)	$1,637.49
132-8	360501	D896R Matrix Display (Red)	$1,201.10
132-8	360521	D896G Matrix Display (Green)	$1,801.69
132-8	360541	D896A Matrix Display (Red, Green, Amber)	$2,385.49
132-8	360601	D8128R Matrix Display (Red)	$1,945.23
132-8	360621	D8128G Matrix Display (Green)	$2,332.71
132-8	360641	D8128A Matrix Display (Red, Green, Amber)	$3,111.24
132-8	370301	D917R Matrix Display (Red)	$365.95
132-8	370302	NO0011 D917R Red-LED Q-DIRECT w/QM9061 Start Box	$390.31
132-8	370303	NO0012 D917R Red-LED Q-NOVA w/QM9061 Start Box	$390.31
132-8	370321	D917G Matrix Display (Green)	$443.18
132-8	370322	NO0013 D917G Q-DIRECT w/QM9061 Start Box	$436.66
132-8	370323	NO0014 D917G Q-NOVA w/QM9061 Start Box	$436.66
132-8	370401	D911R Matrix Display (Red)	$320.99
132-8	370421	D911G Matrix Display (Green)	$369.06
132-8	900015	NR2093 Blue Tickets (12 rolls with 50,400 tkts)	$401.62
132-8	900023	NR2095 Black Tickets with Q-MATIC Logo/12 rolls	$246.19
132-8	900080	Ticketroll BLACK Q-NOVA 100M Box/36 rl	$177.90
132-8	900083	Ticketrolls Black TP31XX /24 rolls	$392.63
132-8	2200100	FP9070/1 Faceplate BP22XX 1 Hole	$48.44
132-8	2200101	FP9070/2 Faceplate BP22XX 2 Hole	$48.44
132-8	2200102	FP9070/4 Faceplate BP22XX 4 Hole	$50.99
132-8	2200103	FP9070/3 Faceplate BP22XX 3 Hole	$50.99
132-8	2200105	FP9070/5 Faceplate BP22XX 5 Hole	$50.99
132-8	2200106	FP9070/6 Faceplate BP22XX 6 Hole	$48.44
132-8	2200107	FP9070/7 Faceplate BP22XX 7 Hole	$50.99
132-8	2200110	FP9070/10 Faceplate BP22XX 10 Hole	$48.43
132-8	4103017	P2202 Ticket Printer Pedestal (Metal Gray)	$688.20
132-8	10114911	TS1001 15" Touchscreen Kiosk/Silver/Win OS/Printer	$5,190.57
132-8	11340110	Q-MATIC Swipe Card Reader TP31XX	$574.89
132-8	14103007	Shelf for Ticket Printer	$85.72
132-8	99900056	DS9029 Ticket Printer Pedestal (gray)	$269.54
132-8	99900057	DS9029 Pedestal - Wood Grain Laminate	$269.54
132-8	99900125	Q-MATIC System Computer	$894.36
132-8	99900126	External Q-Monitor Controller PC	$894.36
132-8	99900129	CU9078 Direct Wire Pushbutton w/ jack	$28.30
132-8	99900130	RP6988 Report Printer (Inkjet)	$144.74
132-8	99900134	PT9071 Q-PAGER Transmitter - Antenna	$1,453.75
132-8	99900135	AN9072 Alpanumeric Pager for PT9071	$152.75
132-8	99900136	NP9073 Numeric Pager for PT9071	$226.42
132-8	99900162	SYM109 Universal Access Point IEEE 802.11B	$803.93
132-8	99900219	PC9073-W Q-MATIC System Computer Web Server	$7,547.30
132-8	99900220	PC9073-R Q-MATIC System Computer (Rack Mount)	$7,547.30
132-8	99900226	MK2000 Wall Mount Scanner Kiosk	$3,405.27
132-8	99900229	SYM199P O-Neil PALM Thermal Paper/50 Rolls	$91.65
132-8	99900286	IE-300 W/Touch - Ticketless Kiosk	$5,894.36

132-8	99900290	P2203 BP Deli Stand	$26.42
132-8	99900291	MediPass Pager	$124.53
132-8	99900302	MC501Wireless PDA with Cradle	$1,848.19
132-8	99900306	QMS9061 Remote Mgr. w/Interface, Starup Pwr. & CD	$2,433.16
132-8	99900311	Wall Mount for 17" LCD Monitor	$40.92
132-8	99900314	Touch Screen PC - Kiosk Insert	$2,235.08
132-8	99900325	J2 Touch Screen Terminal: 15" TFT LCD	$2,047.48
132-8	99900329	TP31XX Floor Pedestal Assembly	$601.74
132-8	99900330	Signboard Assembly	$188.71
132-8	99900332	CMJ455 TV Ceiling Mount	$74.40
132-8	99900333	PLP-V100 TV Mount Adapter Plate	$85.18
132-8	99900334	PLCM-2 TV Mount Tilt Box	$257.68
132-8	99900335	Peerless Two Ft. Length Extension for Ceiling Mt.	$34.50
132-8	99900337	Peerless Four Ft Length Extension for Ceiling Mt.	$50.67
132-8	99900338	PLP-UNLP Universal Mount Adapter Plate	$122.91
132-8	99900339	PC9074-A Q-MATIC Suite Server Type A	$1,427.86
132-8	99900340	PC9074-B Q-MATIC Suite Server Type B	$4,305.63
132-8	99900341	PC9074-C Q-MATIC Suite Server Type C	$4,037.80
132-8	99900342	PC9074-D Q-MATIC Suite Server Type D	$6,727.46
132-8	99900345	T-900 Wireless Unit	$84.10
132-8	99900348	IR Door Sensor w/Reflector	$132.61
132-8	99900350	CVTW Server	$8,085.32
132-8	99900351	T-900 Power Supply Assy.	$20.48
132-8	99900352	LS100 w/Power Supply	$210.25
132-33	99900355	QTS4000 Q-MATIC Monitor Player Software License W/CD	$4,960.46
132-33	99900356	QT4000 Q-MONITOR Player - Software License W/CD	$4,960.46
132-33	99900357	SQLSE MS SQL Std. Edition w/ 5 Client Access Lic	$1,078.19
132-8	99900360	CVTw Base	$238.28
132-8	99900361	CVTw Base Cable	$42.05
132-8	99900364	IR Door Sensor Bracket	$53.90
132-8	99900365	IR Door Reflector Bracket	$53.90
132-8	99900368	3-Door T-900 Wireless Cable	$40.97
132-8	99900369	1-Door T-900 Wired Cable	$43.12
132-8	99900375	CVTw 1-Door Package (wired option)	$511.06
132-8	99900378	CVT2 3-Door Package (wireless option)	$1,033.98
132-8	99900381	LS100-MPS (modified power supply for entire system)	$242.59
132-8	99900382	70 Foot Extension Power Cable	$29.11
132-8	99900384	Peerless One Ft. Length Extension for Ceiling Mt.	$29.11
132-8	99900392	Stanchion; Universal Base, Powder Coat Black, Blue Belt	$167.29
132-8	99900393	Post Sign Bracket for Stanchion, Black Powder Coat	$58.70
132-8	100-702	RJ45 Patress Plates	$30.46
132-33	110000A	QM9060 Q-WIN Queuing Management Software w/CD	$2,739.20
132-33	110001B	QM9060-Q Q-WIN Upgrade Software to Version Q w/CD	$1,055.37
132-33	110020A	MG9069 Q-MANAGER Remote Client Soft Lic 2-9 Users	$292.78
132-33	110020D	QN2002 Q-NEXT Web Terminal Software 2-9 Users	$292.78
132-33	110020F	QN2190 Q-NEXT Windows Client Software Lic 2-9 User	$292.78
132-33	110020H	QW9070 Q-WELCOME Windows Client Software License	$292.78
132-33	110020J	QW6000 Q-TOUCH Windows Client Software License	$292.78
132-33	110021F	QN2190 Q-NEXT Windows Client Sftwr Lic 10-19 User	$292.78
132-33	110660A	QNS2002 Q-MATIC NextWeb Software License W/CD	$257.80
132-33	110660B	QWS9075 Q-MATIC WelcomeWeb Software License W/CD	$257.80
132-33	110660C	QWS6001 Q-MATIC TouchWeb Software License	$257.80
132-33	110662A	QCS2190 Q-MATIC Calendar Windows Client License	$796.18
132-33	110667A	QNS2190 Q-MATIC Next Windows Client Software Lic	$257.83
132-33	110667B	QNS2100 Q-MATIC Next Multi-counter Windows Client	$257.83
132-33	110667C	QNSU2190 Q-MATIC Next Windows Client Version Upgrd	$257.80

132-33	110667D	QWS9070 Q-MATIC Welcome Windows Client Sftwr Licen	$257.64
132-33	110667E	QWSU9070 Q-MATIC Welcome Windows Client Upgrade	$257.80
132-33	110667F	QWS6000 Q-MATIC Touch Windows Client License	$257.83
132-33	110676C	QTSUPG Q-MATIC Monitor Player Upgrade to Current V W/CD	$294.08
132-33	110712A	QSU9001 Q-MATIC Suite Front/Back Office Upgrade	$256.93
132-33	110713A	QSU9002 Q-MATIC Suite Reception Upgrde frm Welcome	$256.93
132-8	112008A	CP2008 1-Line Amplifier	$121.47
132-8	4070/2GA	Positional Display Desk Pole 19mmx800mm	$91.80
132-8	4078/2EP	Top Hat for Main Display Ceiling Pole	$31.28
132-8	4079/2G	Main Display Ceiling Pole 35mmx1000mm	$204.69
132-8	4136/1GA	Positional Display Desk Pole 19mmx1000mm	$96.62
132-33	99900355*	QTS4000 Q-MATIC Monitor Player Software License W/CD	$2,940.70
132-8	ADAKPADOT	ADA Kiosk for Automated Driver License Testing for PennDOT	$976.22
132-8	CDM002	2m RS485 Lead	$12.13
132-8	CDM007	Cat 5 Patch Lead 1 Metre	$5.78
132-8	CMB901/1A	Top Hat for Position Display Ceiling Pole	$26.74
132-8	CPA001	IEC Lead with Moulded Plug	$11.02
132-8	CPL002	2m DC Lead	$6.07
132-8	DDR1616	SQ450 Control/Display Unit Single Digit RED	$3,462.88
132-8	DDR1626	SQ450 Control/Display Unit Double Digit RED	$3,660.68
132-8	DDY1616	SQ450 Control/Display Unit Single Digit Yellow	$3,459.44
132-8	DDY1626	SQ450 Control/Display Unit Double Digit Yellow	$3,642.21
132-8	DMB801/GA	Main Display Desk Pole 35mmx800mm	$305.86
132-8	HC25	Handset	$213.76
132-8	JP25	Standard Junction Plate	$54.86
132-8	M4043/1G	SQV Wall Bracket	$128.46
132-8	M4071/4GA	Bracket for Positional Display on MD Pole	$54.99
132-8	M4103/1GA	Positional Display Wall Bracket	$56.93
132-8	M4109/1GA	Positional Display Ceiling Pole 19mmx1000mm	$69.60
132-8	M4141/1GA	Main Display Desk Pole 35mmx1000mm	$348.45
132-33	NO0007	Q-NOVA Statistics Module	$402.70
132-8	PB01	RJ 45 Pattress Boxes	$4.96
132-8	PC9073-W	Q-MATIC System Computer Web Server	$7,547.30
132-8	PGGR50000	3"RED Single Digit Display	$198.08
132-8	PGGR60000	3" RED1.5 Digit Display	$240.39
132-8	PGGY 50000	3"Yellow Single Digit Display	$203.45
132-8	PGGY 60000	3" Yellow 1.5 Digit Display	$346.63
132-8	PMB002	PSU Bracket for PSU008	$36.81
132-8	PSU008	12v PSU Main Display	$329.29
132-8	PSU015	15V PSU for Handset & Positional Display	$231.15
132-8	QJR015	Remote Desk Lamp Driver 1 Required Per 8 Positions	$754.38
132-33	QNS2002	Q-MATIC NextWeb Software	$257.86
132-33	QNS2100	Q-MATIC Next Multi-Counter Windows Client App w/CD	$257.86
132-33	QNS2190	Q-MATIC Next Windows Client Software Lic w/CD	$257.86
132-33	QNSU2190	Q-MATIC Next Windows Version Upgrade w/CD	$257.86
132-33	QRS2175	Internet Wait-Time SDK w/CD	$1,796.98
132-33	QS	Q-MATIC Q-win Software w/CD	$3,907.27
132-33	QS2140	Option for QM9060 (Q-MATIC Voice)	$558.06
132-33	QS2160	Option for QM9060 (Q-MATIC Pager)	$394.95
132-33	QS2170	Option for QM9060 (Q-MATIC Mail)	$394.95
132-33	QSAPI	Option for QM9060 (Q-MATIC API Serve)	$1,119.11
132-33	QSAPIUSR	API User License (QSAPI is prereq.)	$257.84
132-33	QSAS	Option for QM9060 (Q-MATIC Advanced Script)	$1,657.17
132-33	QSBC	Q-MATIC Suite Branch Controller Software	$3,907.27
132-33	QSCL	Option for QM9060 (Q-MATIC Custom Layout)	$414.35
132-33	QSCLIENT	Q-MATIC Q-win Client License	$258.74

132-33	QSDB	Option for QM9060 (Q-MATIC Database Statistics)	$2,404.63
132-33	QSDM	Option for QM9060 (Distributed Management)	$2,071.80
132-33	QSU1100	Q-MATIC Suite Branch License	$518.04
132-33	QSU2001	QSU2001 Option - Q-MATIC Suite Calendar	$4,143.35
132-33	QSU2002	Option - Q-MATIC Suite Customer History	$4,143.35
132-33	QSU2003	Q-MATIC Suite Mgmt Portal Exec Dashboard Module	$2,071.80
132-33	QSU2006	Q-MATIC Suite Management Portal Full Reporting Pkg	$3,994.10
132-33	QSU3001	User - Q-MATIC Suite Front Office/Back Office	$256.93
132-33	QSU3003	User - Q-MATIC Suite Calendar	$447.84
132-33	QSU3004	User - Q-MATIC Suite Management Portal	$310.98
132-33	QSU9001	User-Q-MATIC Suite Front/Back Office Upgrade	$256.93
132-33	QSU9002	User-Q-MATIC Suite Reception Upgrade from QWelcome	$256.93
132-33	QSU9060	Upgrade Software to Q-Win Version S w/CD	$1,243.10
132-8	QT994	Test Station ADA Kit	$1,467.12
132-8	QT995	Test Station Standard Kit	$1,467.12
132-33	QTS3000	Q-MATIC Monitor Administrator - Software Lic w/CD	$1,133.82
132-33	QTS3100	Q-MATIC Monitor Admin Enterprise Software Lic w/CD	$3,306.98
132-33	QTS4000	Q-MATIC Monitor Player - Software License w/CD	$2,940.70
132-33	QTS4010	Option for QTS4000 - TV Input	$813.78
132-33	QTS5000	Option for QTS4000 - Targeted Media/Active Waiting	$1,843.56
132-33	QWS6000	Q-MATIC Touch Windows Client Software License	$257.84
132-33	QWS6001	Q-MATIC TouchWeb Client Software License	$257.84
132-33	QWS9070	Q-MATIC Welcome Windows Client Software Lic w/CD	$257.84
132-33	QWS9075	Q-MATIC WelcomeWeb	$257.84
132-33	QWSU9070	Q-MATIC Welcome Windows Version Upgrade w/CD	$257.84
132-8	SKPADOT	Standard Kiosk for Automated Driver Testing PennDot	$916.45
132-8	SQLSE	MS SQL Standard Edition with 5 Client access License	$1,078.19
132-8	SQV3	SQ7 Main Display	$11,922.43
132-8	TM1011	Ceiling Bracket for TV Monitor	$495.97
132-8	TM9000	Wall Bracket for Plasma TV	$74.40
132-50	TR9085	Same-Visit On-Site Training not to exceed 4 hours	$584.92
132-50	TRN16	TRN16 Additional Day On-Site Training (TRN8 reqd)	$898.49
132-50	TRN2W	TRN2W 2 Hour Web Training	$493.27
132-50	TRN4W	TRN4W 4 Hour Web Training	$897.59
132-50	TRN8	TRN8 1 Day On-Site Training	$2,694.57

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA

Contract Period: Beginning 3/30/2009 and Ending 01/31/2010

Commodity Specialist Name: **XT3- Tom Teprovich – (717)783-0257**

CHANGE SUMMARY:

Immix Technology has completed a temporary extension to GSA contract GS-35F-0330J which allows COPA to extend the Participating Addendum contract through 01/31/2010.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA

Contract Period: Beginning 3/30/2009 and Ending 12/2/2010

Commodity Specialist Name: XT3- Tom Teprovich – (717)783-0257

CHANGE SUMMARY:

Immix Technology has completed a temporary extension to GSA contract GS-35F-0330J which allows COPA to extend the Participating Addendum contract through 12/2/2010.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

	1. CONTRACT ID CODE	PAGE OF PAGES
		1 2

2. AMENDMENT/MODIFICATION NO. MODIFICATION PO-1198	3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)

6. Issued By	Code	7. ADMINISTERED BY (If other than Item 6)	Code
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202			

8. Name and Address of Contractor (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
IMMIXTECHNOLOGY, INC. 8444 WESTPARK DR STE 200 MC LEAN, VA 22102-5112		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0330J

CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) MAR 01, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers		is extended		is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

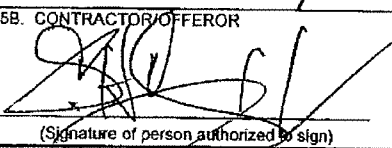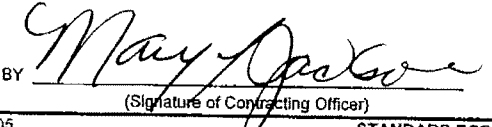| [ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause 52.212-4, Contract Terms And Conditions-Commercial Items (MAR 2009) (DEVIATION I - FEB 2007)
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return __2__ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The above number contract is modified as follows:

In accordance with Clause 52.212-4, Contract Terms And Conditions-Commercial Items (MAR 2009) (DEVIATION I - FEB 2007) contract GS-35F-0330J is hereby temporarily extended. The new period of performance is through December 2, 2010.

LAST ITEM

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN UNCHANGED

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Scott Needleman, VP	Mary L. Jackson Contracting Officer

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	6/2/10	BY (Signature of Contracting Officer)	6/2/2010

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA,
FAR (48 CFR) 53.243

The following Special Item Numbers are affected by this modification:

132-3, 132-8, 132-12, 132-33, 132-34, 132-50, 132-52, 132-53

The Subject contract is hereby modified as follows:

a) [ ] Item Addition(s)
       [ ] New Products
       [ ] New Manufacturer(s)
b) [ ] Item Deletions: Equipment no longer in production but
                    available for purchase until full inventory is exhausted.
c) [ ] Price Reductions(s)
       [ ] Permanent through end of contract period
       [ ] Temporary from
d) [ ] Economic Price Adjustment
e) [x] Other Changes(s): See Block 14

IMMIXTECHNOLOGY, INC. shall include the above changes as a supplemental pricelist and
distribute it to the Government agencies which received the basic pricelist. Three (3)
copies of the pricelist should be furnished to the Contracting Officer within fifteen (15)
days from receipt of this document. Two (2) copies should be forwarded to the following
address:

        General Services Administration
        National Customer Service Center (6FR)
        1500 E. Bannister Road, Bldg. #4
        Kansas City, MO 64131 - 3009

IMMIXTECHNOLOGY, INC. shall upload all applicable changes to the GSA advantage! as soon as
possible, but not later than 5 calendar days from the receipt of this document.

IMMIXTECHNOLOGY, INC. shall submit within 10 calendar days from the receipt of this
document, a notification to the Contracting Officer of the date which all applicable
changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA
Contract Period: Beginning 3/30/2009 and Ending 3/2/2011
Commodity Specialist Name: **XT3- Tom Teprovich – (717)783-0257**

CHANGE SUMMARY:

Immix Technology has completed a temporary extension to GSA contract GS-35F-0330J which allows COPA to extend the Participating Addendum contract through 3/2/2011.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 1

2. AMENDMENT/MODIFICATION NO. PA-1203	3. EFFECTIVE DATE 11-16-2010	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) 070

6. Issued By Code	7. ADMINISTERED BY (if other than Item 6) Code
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202	GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-000-7600

8. Name and Address of Contractor (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
IMMIXTECHNOLOGY, INC, 8444 WESTPARK DR STE 200 MCLEAN, VA 221025112		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0330J
CODE FACILITY CODE		10B. DATED (SEE ITEM 13) MAR 01, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
[x]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause I-FSS-163
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [x] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
The above number contract is modified as follows:

Administrative modification - Temporary Option to Extend for the above contract GS-35F-0330J from December 2, 2010 thru March 2, 2011. This temporary extension is based on Immex's new offer being awarded by March 2, 2010. All BPAs, task order or any other type of order will not be transferred from this contract.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Scott Needleman, VP	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary L. Jackson
15B. CONTRACTOR/OFFEROR _(Signature of person authorized to sign)_	15C. DATE SIGNED 11/17/10	16B. UNITED STATES OF AMERICA BY _(Signature of Contracting Officer)_	16C. DATE SIGNED 11-29-2010

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA,
FAR (48 CFR) 53.243

SF-30 Modification PA-1203   of Contract GS-35F-0330J

The following Special Item Numbers are affected by this modification:

The Subject contract is hereby modified as follows:

a) [ ] Item Addition(s)
     [ ] New Products
     [ ] New Manufacturer(s)
b) [ ] Item Deletions: Equipment no longer in production but
                available for purchase until full inventory is exhausted.
c) [ ] Price Reductions(s)
     [ ] Permanent through end of contract period
     [ ] Temporary from
d) [ ] Economic Price Adjustment
e) [x] Other Changes(s):Temporary Option to Extend

The above modification(s) are/is in accordance with the attached letter(s) from
IMMIXTECHNOLOGY, INC.   Dated Oct 27, 2010,

IMMIXTECHNOLOGY, INC. shall include the above changes as a supplemental pricelist and
distribute it to the Government agencies which received the basic pricelist. Three (3)
copies of the pricelist should be furnished to the Contracting Officer within fifteen (15)
days from receipt of this document. Two (2) copies should be forwarded to the following
address:

      General Services Administration
      National Customer Service Center (6FR)
      1500 E. Bannister Road, Bldg. #4
      Kansas City, MO 64131 - 3009

IMMIXTECHNOLOGY, INC. shall upload all applicable changes to the GSA advantage! as soon as
possible, but not later than 5 calendar days from the receipt of this document.

IMMIXTECHNOLOGY, INC. shall submit within 10 calendar days from the receipt of this
document, a notification to the Contracting Officer of the date which all applicable
changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Immix Technology – GSA PA
Contract Period: Beginning 3/30/2009 and Ending 5/3/2011
Commodity Specialist Name: XT3- Tom Teprovich – (717)783-0257

CHANGE SUMMARY:

Immix Technology has completed a temporary extension to GSA contract GS-35F-0330J which allows COPA to extend the Participating Addendum contract through 5/3/2011.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE		PAGE OF PAGES
		1	1

2. AMENDMENT/MODIFICATION NO. PS-1205	3. EFFECTIVE DATE 2-7-2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) 070

6. Issued By Code	7. ADMINISTERED BY (If other than Item 6) Code
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202	GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-565-7600

8. Name and Address of Contractor (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
IMMIXTECHNOLOGY, INC. 8444 WESTPARK DR STE 200 MCLEAN, VA 221025112			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0330J
CODE FACILITY CODE			10B. DATED (SEE ITEM 13) MAR 01, 1999

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers		is extended		is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[ ]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
[x]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR-52-212-(4)c
[ ]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [ ] is not, [X] is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above number contract is modified as follows:

Continue next Page...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Scott Needleman, VP	Mary L. Jackson

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)	2/3/11	BY (Signature of Contracting Officer)	2-7-2011

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE   30-105

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA, FAR (48 CFR) 53.243

SF to Modification PS-1205   of Contract GS-35F-0330J

The following Special Item Numbers are affected by this modification:

The Subject contract is hereby modified as follows:

a) [ ] Item Addition(s)
        [ ] New Products
        [ ] New Manufacturer(s)
b) [ ] Item Deletions: Equipment no longer in production but
                        available for purchase until full inventory is exhausted.
c) [ ] Price Reductions(s)
        [ ] Permanent through end of contract period
        [ ] Temporary from
d) [ ] Economic Price Adjustment
e) [x] Other Changes(s):Temporary Option to Extend

The above modification(s) are/is in accordance with the attached letter(s) from
IMMIXTECHNOLOGY, INC.   Dated Jan 31, 2011.

IMMIXTECHNOLOGY, INC. shall include the above changes as a supplemental pricelist and
distribute it to the Government agencies which received the basic pricelist. Three (3)
copies of the pricelist should be furnished to the Contracting Officer within fifteen (15)
days from receipt of this document. Two (2) copies should be forwarded to the following
address:

        General Services Administration
        National Customer Service Center (6FR)
        1500 E. Bannister Road, Bldg. #4
        Kansas City, MO 64131 - 3009

IMMIXTECHNOLOGY, INC. shall upload all applicable changes to the GSA advantage! as soon as
possible, but not later than 5 calendar days from the receipt of this document.

IMMIXTECHNOLOGY, INC. shall submit within 10 calendar days from the receipt of this
document, a notification to the Contracting Officer of the date which all applicable
changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

Description...

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract GS-35F-[0330j] is herein temporarily extended in accordance with FAR, 52.212-4(c), Changes. The contractor shall be contractually bound to perform for the period of: March 3, 2011 thru May 3, 2011]. During this period of performance, the Contracting Officer and the contractor may agree to adjust contract prices upwards or downwards in accordance with the applicable negotiated economic price adjustment clause (GSAR, 552.216-70 or clause I-FSS-969), negotiate to add or delete products and /services in accordance with GSAR, 552.243-70 MODIFICATIONS (MULTIPLE AWARD SCHEDULE), or initiate price reductions in accordance with GSAR, 552.238-75 PRICE REDUCTIONS, which shall be executed under a separate modification. In the event the contractor fails to perform, it shall be subject to GSAR, 552.238-73 CANCELLATION.

The purpose of extending this contract is to allow time for the vendor to submit documentation for the review, evaluation, negotiation, and award of the option period for this contract. If negotiations are required, the Government shall specify the time and place for such discussions. Should the vendor refuse to enter such discussions or negotiations, the contract shall expire on the noted end date. In the event the S70 Contracting Officer executes multiple temporary extensions, the total duration of the temporary contract extensions shall not exceed six (6) months (180 calendar days). The period of performance of the "temporary extension" shall be inclusive of the subsequent five (5) year contract option period of performance that may be awarded. All other terms and conditions of the contract shall remain unchanged.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA
Contract Period: Beginning 3/30/2009 and Ending 3/2/2016
Commodity Specialist Name: **XT3- Tom Teprovich – (717)783-0257**

CHANGE SUMMARY:

Immix Technology has completed the renewal of their GSA contract. GSA contract GS-35F-0330J has been replaced by contract GS-35F-0265X. This renewal allows COPA to extend the Participating Addendum contract through 3/2/2016. All Terms and Conditions agreed to between the Commonwealth and Immix Technology through contract 4400004712 still apply. Please see the documents below for additional informaiton.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

immixGroup

Status	SIN	Mfr Part No	Description	Contract List Price	Contract Price w/ Fee	Warranty	Delivery Time	COO	Trans Type
Active	132-8	005-0002	Null Modem Adapter - 25-pin male/25-pin male	$10.00	$8.08	1825	30	US	HW
Active	132-8	005-0007	DB-9 to DB-25 Female Adapter - DB-9 to DB-25 female adapter	$10.00	$8.08	1825	30	US	HW
Active	132-8	005-0008	V.35 Data Cable - 10 ft. male V.35/male Winchester - 10 ft. V.35 Data Cable - male V.35 / male Winchester	$150.00	$121.24	1825	30	US	HW
Active	132-8	005-0009	V.35 Data Cable - 25 ft. male V.35/male Winchester - 25 ft. V.35 Data Cable - male V.35 / male Winchester	$225.00	$181.86	1825	30	US	HW
Active	132-8	005-0010	V.35 Data Cable - 50 ft. male V.35/male Winchester - 50 ft. V.35 Data Cable - male V.35 / male Winchester	$300.00	$242.48	1825	30	US	HW
Active	132-8	005-0014	V.35 Data Cable - 10 ft. male V.35/female Winchester - 10 ft. V.35 Data Cable - male V.35 / female Winchester	$150.00	$121.24	1825	30	US	HW
Active	132-8	005-0025	DSX-1 Cable - 64 pin DSX-1 cable, 10 feet, Male/Male.	$100.00	$80.83	1825	30	US	HW
Active	132-8	005-0030	DSX-1 Cable - 64 pin DSX-1 cable, 25 feet, Male/Male.	$150.00	$121.24	1825	30	US	HW
Active	132-8	005-0054	Shielded DSX-1 Cable 10' - (STS-1 & MSO) - 64 pin DSX-1 cable, 10 feet, Male/Male, shielded hoods for use with the Wide Bank 28 STS-1 & MSO featured products. (For use with STS PWA # 003-0236 all versions, and MSO electronics PWA # 003-0208 versions lower	$128.82	$104.12	1825	30	US	HW
Active	132-8	005-0055	Shielded DSX-1 Cable 25' - (STS-1 & MSO) - 64 pin DSX-1 cable, 25 feet, Male/Male, shielded hoods for use with Wide Bank 28 STS-1 & MSO featured products. (For use with STS PWA # 003-0236 all versions, and MSO electronics PWA # 003-0208 versions lower tha	$165.45	$133.72	1825	30	US	HW
Active	132-8	005-0064	Serial Console Cable - 12 ft. - 12 ft. serial console cable with a DB-9 female and DB-9 male	$25.00	$20.21	1825	30	US	HW

Active	132-8	005-0068	V.35 Data Cable - 25 ft. male V.35/female Winchester - 25 ft. V.35 Data Cable - male V.35 / female Winchester	$225.00	$181.86	1825	30	US	HW
Active	132-8	005-0069	V.35 Data Cable - 50 ft. male V.35/female Winchester - 50 ft. V.35 Data Cable - male V.35 / female Winchester	$300.00	$242.48	1825	30	US	HW
Active	132-8	005-0091	Adit 600 Speedway dual battery cable - Dual battery cable, used when using Speedway Installation Kit and 2nd Battery	$45.00	$36.37	1825	30	US	HW
Active	132-8	005-0101	T1 Cable - 25 ft. - 25 ft. RJ48C-to-RJ48C T1 Straight Cable, RJ45 plug on each end	$150.00	$121.24	1825	30	US	HW
Active	132-8	005-0102	Ethernet Crossover Cable - 2 ft. - 2 ft. RJ45-to-RJ45 Ethernet Crossover Cable, RJ 45 plug on each end	$55.00	$44.45	1825	30	US	HW
Active	132-8	005-0103	Ethernet Straight Cable - 6 ft. - 6 ft. RJ45-to-RJ45 Ethernet Straight Cable, RJ 45 plug on each end	$25.00	$20.21	1825	30	US	HW
Active	132-8	005-0104	RJ48C-to-DB15P T1 Connector Adaptor - RJ48C-to-DB15P T1 Connector Adaptor	$15.00	$12.12	1825	30	US	HW
Active	132-8	005-0105	RJ45-to-DB9P Connector Adaptor - RJ45-to-DB9P Connector Adaptor - wired with TXD, RXD and SG	$15.00	$12.12	1825	30	US	HW
Active	132-8	005-0106	RJ45-to-DB9P Connector Adaptor - RJ45-to-DB9P Connector Adaptor - wired with control signals	$20.00	$16.17	1825	30	US	HW
Active	132-8	005-0158	DS3 Cable - 10 ft. BNC Female-to-SMB Plug - DS3 Cable, BNC Female-to-SMB Plug, 10 Feet	$125.00	$101.04	1825	30	US	HW
Active	132-8	005-0159	DS3 Cable - 5 ft. BNC Female-to-SMB Plug - DS3 Cable, BNC Female-to-SMB Plug, 5 Feet	$80.00	$64.65	1825	30	US	HW
Active	132-8	005-0160	DS3 Cable - 10 ft. SMB Plug-to-SMB Plug - DS3 Cable, SMB Female-to-SMB Plug, 10 Feet	$125.00	$101.04	1825	30	US	HW
Active	132-8	005-0161	DS3 Cable - 5 ft. SMB Plug-to-SMB Plug - DS3 Cable, SMB Female-to-SMB Plug, 5 Feet	$80.00	$64.65	1825	30	US	HW
Active	132-8	005-0162	DS3 Cable - 5 ft. BNC Male-to-SMB Plug - DS3 Cable, BNC Male-to-SMB Plug, 5 Feet	$80.00	$64.65	1825	30	US	HW
Active	132-8	005-0164	DS3 Cable - 10 ft. BNC Male-to-SMB Plug - DS3 Cable, BNC Male-to-SMB Plug, 10 Feet	$125.00	$101.04	1825	30	US	HW
Active	132-8	005-0166	SCSI-26 to RJ-45 Jack Adapter cable - SCSI-26 to RJ-45 Jack adapter cable for Dual RS-232 Synchronous Data card	$125.00	$101.04	1825	30	US	HW

Active	132-8	005-0183	T1-Cable - 2 ft. - 2' RJ48C-RJ48C T1 Cable, Straight-Through, RJ48 plug on each end	$25.00	$20.21	1825	30	US	HW
Active	132-8	005-0184	DB15S (Female) to RJ48C Jack Connector Adapter with jack-posts for Nortel BTS - DB15S-to-RJ48C Jack Connector Adapter with jack-posts wired for Nortel BTS CSU replacement (RJ48C pin 1 to DB15 pin 9, RJ48C pin 2 to DB15 pin 1, RJ48C pin 4 to DB15 pin 11,	$15.00	$12.12	1825	30	US	HW
Active	132-8	005-0185	DB15P (Male) to RJ48C Jack Connector Adapter with jack-posts for Nortel BTS - DB15P-to-RJ48C Jack Connector Adapter with jack-posts wired for Nortel BTS CSU replacement (RJ48C pin 1 to DB15 pin 11, RJ48C pin 2 to DB15 pin 3, RJ48C pin 4 to DB15 pin 9, RJ4	$15.00	$12.12	1825	30	US	HW
Active	132-8	005-0186	Grayson LMU V.35 Adapter Cable - 6' Cable Right Angle DB-25S (Female) to SCSI-26 (male) with Latches	$160.00	$129.32	1825	30	US	HW
Active	132-8	005-0187	Grayson LMU V.35 Adapter Cable - 10' Cable Right Angle DB-25S (Female) to SCSI-26 (male) with Latches	$170.00	$137.40	1825	30	US	HW
Active	132-8	005-0188	Grayson LMU V.35 Adapter Cable - 25' Cable Right Angle DB-25S (Female) to SCSI-26 (male) with Latches	$220.00	$177.82	1825	30	US	HW
Active	132-8	005-0189	Grayson LMU V.35 Adapter Cable - 50' Cable Right Angle DB-25S (Female) to SCSI-26 (male) with Latches	$300.00	$242.48	1825	30	US	HW
Active	132-8	005-0216	E&M Card Interface Cable - Normal - RJ45 Plug on one end, 10 ft. CAT 5 cable, 4 Wire E&M normal mode, 24awg,	$30.00	$24.25	1825	30	US	HW
Active	132-8	005-0217	E&M Card Interface Cable - Tandem - RJ45 Plug on one end, 10 ft. CAT 5 cable, 4 Wire E&M tandem mode, 24awg,	$30.00	$24.25	1825	30	US	HW
Active	132-8	02-000-000000-E0	Adit 600 115/-48V Chassis - Empty 115/-48V Enclosure with backplane and 5 blank card faceplates.	$395.00	$319.26	1825	30	US	HW
Active	132-8	02-AA1-000000-E0	Adit 600 Base 115/-48V - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 5 blank card faceplates	$1,050.00	$848.68	1825	30	US	HW

Active	132-8	02-AA1-000000-E0-SECUR	Adit 600 Base 115/-48V - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, enhanced security enabled, 5 blank card faceplates	$1,110.00	$897.17	1825	30	US	HW
Active	132-8	02-AA1-00000H-E0	Adit 600 Base with Router - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 5 blank card faceplates, and (1) Router Card	$1,250.00	$1,010.33	1825	30	US	HW
Active	132-8	02-AA1-800000-E0	Adit 600 8 FXS Ports - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 5 blank card faceplates, (1) 8-port FXS card	$1,250.00	$1,010.33	1825	30	US	HW
Active	132-8	02-AA1-80000H-E0	Adit 600 8 FXS Ports and Router - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 4 blank card faceplates, (1) 8-port FXS cards and (1) Router Card	$1,600.00	$1,293.22	1825	30	US	HW
Active	132-8	02-AA1-880000-E0	Adit 600 16 FXS Ports - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 4 blank card faceplates, (2) 8-port FXS cards	$1,600.00	$1,293.22	1825	30	US	HW
Active	132-8	02-AA1-88000E-E0	Adit 600 16 FXS and Quad T-1 Card - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 3 blank card faceplates, (2) 8-port FXS cards and (1) Quad T1 Card	$2,595.00	$2,097.43	1825	30	US	HW
Active	132-8	02-AA1-88000H-E0	Adit 600 16 FXS Ports and Router - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 3 blank card faceplates, (2) 8-port FXS cards and (1) Router Card	$1,950.00	$1,576.11	1825	30	US	HW
Active	132-8	02-AA1-888000-E0	Adit 600 24 FXS Ports - 115/-48V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 3 blank card faceplates, (3) 8-port FXS cards	$1,950.00	$1,576.11	1825	30	US	HW
Active	132-8	02-AA1-88800H-E0	Adit 600 24 FXS Ports and Router - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 2 blank card faceplates, (3) 8-port FXS cards and (1) Router Card	$2,300.00	$1,858.99	1825	30	US	HW

Active	132-8	02-AA1-888800-E0	Adit 600 32 FXS Ports - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 2 blank card faceplates, (4) 8-port FXS cards	$2,300.00	$1,858.99	1825	30	US	HW
Active	132-8	02-AA1-88880H-E0	Adit 600 32 FXS Ports and Router - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 1 blank card faceplates, (4) 8-port FXS cards and (1) Router Card	$2,650.00	$2,141.89	1825	30	US	HW
Active	132-8	02-AA1-888880-E0	Adit 600 40 FXS Ports - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, 1 blank card faceplates, (5) 8-port FXS cards	$2,650.00	$2,141.89	1825	30	US	HW
Active	132-8	02-AA1-888888-E0	Adit 600 48 FXS Ports - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, (6) 8-port FXS cards	$3,000.00	$2,424.78	1825	30	US	HW
Active	132-8	02-AA1-88888H-E0	Adit 600 40 FXS Ports and Router - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, (5) 8-port FXS cards and (1) Router Card	$3,000.00	$2,424.78	1825	30	US	HW
Active	132-8	02-AA1-BBBBBB-E0	Adit 600, 48 FXO - 115/-48V Chassis with power supply, Dual T1 TDM controller, SNMP & RPM management, and (6) 8-port FXO cards	$5,450.00	$4,405.02	1825	30	US	HW
Active	132-8	02-AA2-000000-E0	Adit 600 Base +24V - +24V Chassis, power supply, Dual T1 TDM controller, SNMP & RPM management, 5 blank card faceplates	$1,495.00	$1,208.35	1825	30	US	HW
Active	132-8	02-CA1-000000-E0	Adit 600 E1 Base 115/-48V - 115/-48V Chassis, power supply, Dual E1 TDM controller, SNMP & RPM management, 5 blank card faceplates	$1,125.00	$909.29	1825	30	US	HW
Active	132-8	02-CA1-LH0000-E0	Adit 600 6 E1 Ports and Router - 115/-48V Chassis, power supply, Dual E1 TDM controller, SNMP & RPM management, 4 blank card faceplates, (1) Quad E1 Card and (1) Router Card	$2,670.00	$2,158.06	1825	30	US	HW
Active	132-8	31-0-000000000-50	Axxius 800 DS1 Non-Redundant Base System 48VDC - This Base System includes: (1) Enclosure with Control Panel Interface card, (1) Quad DS1 Controller card, (1) 48VDC Power Supply card, 19- and 23-inch Rack Mounts, and blank card faceplates	$5,880.00	$4,752.55	730	30	US	HW

Active	132-8	31-0-QT0000000-50	Axxius 800 DS1 Non-Redundant System 48VDC with 8 T1 Ports and 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (1) Quad DS1 Controller card, (1) 48VDC Power Supply card, 19- and 23-inch Rack Mounts, blank car	$8,450.00	$6,829.79	730	30	US	HW
Active	132-8	31-0-T00000000-50	Axxius 800 DS1 Non-Redundant System 48VDC with 4 T1 Ports & 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (1) Quad DS1 Controller card, (1) 48VDC Power Supply card, 19- and 23-inch Rack Mounts, blank card	$7,305.00	$5,904.33	730	30	US	HW
Active	132-8	33-0-000000000-50	Axxius 800 DS3 Non-Redundant Base System 48VDC - This Base System includes: (1) Enclosure with Control Panel Interface card, (1) Dual DS3 Controller card, (1) 48VDC Power Supply card, 19- and 23-inch Rack Mounts, and blank card faceplates	$7,755.00	$6,268.05	730	30	US	HW
Active	132-8	41-0-Q00000000-50	Axxius 800 DS1 System with Redundant 48VDC and 8 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (1) Quad DS1 Controller cards, (2) 48VDC Power Supply card, 19- and 23-inch Rack Mounts, blank card faceplates, a	$7,670.00	$6,199.35	730	30	US	HW
Active	132-8	42-0-000000000-50	Axxius 800 DS1 Redundant Base System 48VDC - This Base System includes: (1) Enclosure with Control Panel Interface card, (2) Quad DS1 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, and blank card faceplates	$9,075.00	$7,334.95	730	30	US	HW
Active	132-8	42-0-QQQQQQQQ0-50	Axxius 800 DS1 Redundant System 48VDC with 36 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Quad DS1 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$18,235.00	$14,738.60	730	30	US	HW

Active	132-8	42-0-QQQQQQQQ1-50	Axxius 800 DS1 Redundant System 48VDC with 36 T1 Ports and Low Speed Protection - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Quad DS1 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, b	$19,230.00	$15,542.82	730	30	US	HW
Active	132-8	42-0-QQT000000-50	Axxius 800 DS1 Redundant System 48VDC with 12 T1 Ports and 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Quad DS1 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card	$12,790.00	$10,337.63	730	30	US	HW
Active	132-8	42-0-QT0000000-50	Axxius 800 DS1 Redundant System 48VDC with 8 T1 Ports and 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Quad DS1 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card	$11,645.00	$9,412.17	730	30	US	HW
Active	132-8	43-0-QQQQQQQT0-50	Axxius 800 Non-Redundant DS3, Redundant 48VDC System with 28 T1 Ports and 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (1) Dual DS3 Controller card, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Moun	$17,840.00	$14,419.34	730	30	US	HW
Active	132-8	44-0-000000000-50	Axxius 800 DS3 Redundant Base System 48VDC - This Base System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, and blank card faceplates	$12,825.00	$10,365.92	730	30	US	HW
Active	132-8	44-0-Q00000000-50	Axxius 800 DS3 Redundant System 48VDC with 4 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$13,970.00	$11,291.38	730	30	US	HW

Active	132-8	44-0-QQ0000000-50	Axxius 800 DS3 Redundant System 48VDC with 8 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$15,115.00	$12,216.83	730	30	US	HW
Active	132-8	44-0-QQQQ00000-50	Axxius 800 DS3 Redundant System 48VDC with 16 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$17,405.00	$14,067.75	730	30	US	HW
Active	132-8	44-0-QQQQQQQ00-50	Axxius 800 DS3 Redundant System 48VDC with 28 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$20,840.00	$16,844.11	730	30	US	HW
Active	132-8	44-0-QQQQQQQQ0-50	Axxius 800 DS3 Redundant System 48VDC with 32 T1 Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card faceplates, and	$21,985.00	$17,769.58	730	30	US	HW
Active	132-8	44-0-QQQQQQQQ1-50	Axxius 800 DS3 Redundant System 48VDC with 32 T1 Ports and Low Speed Protection card - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Moun	$22,980.00	$18,573.78	730	30	US	HW
Active	132-8	44-0-QQQQQQQT0-50	Axxius 800 DS3 Redundant System 48VDC with 28 T1 Ports and 4 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card	$22,265.00	$17,995.89	730	30	US	HW

Active	132-8	44-0-QQQQQQTT0-50	Axxius 800 DS3 Redundant System 48VDC with 24 T1 Ports and 8 TSR Ports - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-inch Rack Mounts, blank card	$22,545.00	$18,222.20	730	30	US	HW
Active	132-8	44-0-QQQQQQTT1-50	Axxius 800 DS3 Redundant System 48VDC with 24 T1 Ports, 8 TSR Ports and Low Speed Protection card - This Configured System includes: (1) Enclosure with Control Panel Interface card, (2) Dual DS3 Controller cards, (2) 48VDC Power Supply cards, 19- and 23-i	$23,540.00	$19,026.42	730	30	US	HW
Active	132-8	710-0003	19" Vertical Mount Crossbar - Two (2) heavy duty 19" horizontal crossbars for vertical installation in equipment racks and cabinets.	$125.00	$101.04	1825	30	US	HW
Active	132-8	710-0004	23" Vertical Mount Crossbar - Two (2) heavy duty 23" horizontal crossbars for vertical installation in equipment racks and cabinets.	$125.00	$101.04	1825	30	US	HW
Active	132-8	710-0005	19" Power Supply Shelf - Shelf mounts up to 3 AC power cubes/battery chargers in a 2-Rack Unit (2RU) space.	$75.00	$60.61	1825	30	US	HW
Active	132-8	710-0011	Adit 600 Blank Faceplates - Blank faceplates for empty service card slots.	$10.00	$8.08	1825	30	US	HW
Active	132-8	710-0016	Adit 600 19" and 23" Rack Installation Kit - 19" and 23" rack mount brackets for mounting two Adit 600 chassis side-by-side, 6-pin mating alarm connector and ground lug.	$295.00	$238.44	1825	30	US	HW
Active	132-8	710-0019	Adit 600 19" and 23" NEBS CO Rack Installation Kit - NEBS certified 19" and 23" rack mount solution for mounting two Adit 600 chassis side-by-side.	$550.00	$444.54	1825	30	US	HW
Active	132-8	710-0024	Adit 600 Speedway Installation Kit - Wall Mount Kit with Swing away brackets for mounting single Adit 600 and power back-up battery. (Note: Battery Unit P/N 730-0114 must be ordered separately)	$725.00	$586.00	1825	30	US	HW

Active	132-8	710-0025	Adit 600 Speedway optional 2nd Battery Shelf - Optional 2nd battery mounting shelf for Speedway wall mount configurations. (Note: Battery Unit P/N 730-0114 must be ordered separately)	$250.00	$202.07	1825	30	US	HW
Active	132-8	710-0153	19"/23" Rack Mounting Brackets - Universal 19" or 23" heavy duty rack mounting brackets with mounting screws.	$50.00	$40.41	1825	30	US	HW
Active	132-8	710-0162	Service & Controller Card Slot Blank Faceplate - Blank faceplates for empty service card and controller card slots.	$10.00	$8.08	730	30	MX	HW
Active	132-8	710-0163	Power Supply Card Slot Blank Faceplate - Blank faceplates for empty power supply card slots.	$10.00	$8.08	730	30	MX	HW
Active	132-8	710-0164	Broadband Card Slot Blank Faceplate - Blank faceplates for empty broadband card slots.	$10.00	$8.08	730	30	MX	HW
Active	132-8	710-0165	19-inch Rack Installation Kit - 19-inch rack mount brackets and hardware for mounting Axxius 800 Enclosure in 19-inch rack, utilizes 2 RU of vertical rack space	$45.00	$36.37	730	30	US	HW
Active	132-8	710-0166	23-inch Rack Installation Kit - 23-inch rack mount brackets and hardware for mounting Axxius 800 Enclosure in 23-inch rack, utilizes 2 RU of vertical rack space	$45.00	$36.37	730	30	US	HW
Active	132-8	710-0167	Axxius Intra Office Connector Kit (26 AWG) - Axxius Intra Office Connector Kit for 26 AWG wire. Includes 16 insulation displacement connectors, 16 connector caps and a tool for inserting wire into connectors for providing insulation protection for the r	$130.00	$105.08	730	30	US	HW
Active	132-8	710-0168	Axxius 800 Installation Accessory Kit - Axxius 800 Installation Accessory Kit: Includes (2) 10-32 nuts, (2) 6 position screw terminals, (1) ground lug connector pressure terminal, (2) 2 position plug right angle, wiremount, and (2) 10 position, plug right	$110.00	$88.91	730	30	US	HW

Active	132-8	710-0169	Axxius Intra Office Connector Kit (24 AWG) - Axxius Intra Office Connector Kit for 24 AWG wire. Includes 16 insulation displacement connectors, 16 connector caps and a tool for inserting wire into connectors for providing insulation protection for the	$130.00	$105.08	730	30	US	HW
Active	132-8	730-0040	Adit 600 115/-48V Power Supply Card - 115VAC/-48VDC power supply / battery charger w/ AC cord for 115/-48V Adit 600 Base P/No. 02-AA1-000000-00 and 115/-48V Chassis P/No. 02-000-000000-00	$440.00	$355.63	1825	30	US	HW
Active	132-8	730-0114	Battery Unit - Battery unit for combination with battery charger 730-0116. For Adit 600 or Wide Bank	$500.00	$404.13	1825	30	US	HW
Active	132-8	730-0116	Power Converter/Battery Charger - 115VAC to -48VDC power converter and battery charger for combination with battery unit 730-0114.	$250.00	$202.07	1825	30	US	HW
Active	132-8	740-0023	Wide Bank 28 MSO Quad T1, Electronics & Relay - Maintenance Service Option (MSO) Quad T1 Card includes both the Quad T1 Relay Card and the Quad T1 Electronics Card. Up to eight may be equipped per chassis for a 4:28 redundant DSX-1 configuration.	$414.82	$335.28	1825	30	MX	HW
Active	132-8	740-0025	Wide Bank 28 MSO Quad T1 Electronics Card - MSO Quad T1 Electronics Card. This is the electronics portion of the MSO Quad T1 Card (Part Number 740-0023). Available for spare purchase only, and requires the MSO Quad T1 Relay Card for operation.	$373.45	$301.84	1825	30	MX	HW
Active	132-8	740-0029	Wide Bank 28 DS3 Controller - Wide Bank 28 DS3 controller card.	$1,270.45	$1,026.86	1825	30	MX	HW
Active	132-8	740-0037	FXO-8 Card - 8 channel expansion or replacement card for FXO or DPT interface applications. Note: Minimum controller software release required is Rev. 1.2.2 for Adit 600 and Rev. 1.1 for Axxius 800 (Requires Axxius 800 power supply P/N 740-0084)	$550.00	$444.54	1825	30	US	HW

Active	132-8	740-0039	Adit 600 Dual T1 TDM Controller Card - One controller card required per system or chassis. Includes SNMP & RPM management features. Note: Minimum controller software release required is Rev. 1.2.2	$600.00	$484.96	1825	30	US	HW
Active	132-8	740-0042	Octal ISDN BRI Card - Eight-channel ISDN BRI card for 3DS0 LULT or LUNT applications. Note: Minimum controller software release required is Rev. 1.2.2 for Adit 600 and Rev. 1.1 for Axxius 800	$995.00	$804.22	1825	30	US	HW
Active	132-8	740-0064	Adit 600 +24VDC Power Supply Card - +24VDC Power Supply Card for +24V Adit 600 Base P/No. 02-AA2-000000-01	$495.00	$400.09	1825	30	US	HW
Active	132-8	740-0071	Adit 600 Dual E1 TDM Controller Card - One controller card required per system or chassis. Includes SNMP & RPM management features. Note: Minimum E1 controller software release required is Rev. 3.2.0	$675.00	$545.57	1825	30	US	HW
Active	132-8	740-0073	Axxius 800 Quad T1 TDM Controller Card - Hardened 4-Port T1 Controller Card - One controller card minimum required per system. Two controller cards may be installed for redundancy. Includes SNMP & RPM management features. Note: T1 and DS3 Controller card	$2,550.00	$2,061.07	730	30	US	HW
Active	132-8	740-0074	Axxius 800 Dual DS3 TDM Add-Drop Controller Card - Hardened Dual Port DS3 Controller Card - One controller card required per system. Two controller cards may be installed for redundancy. Includes SNMP & RPM management features. Note: T1 and DS3 Controll	$4,425.00	$3,576.54	730	30	US	HW
Active	132-8	740-0075	Quad DS1/E1 Card - Hardened four channel DS1/E1 card for T1 voice and T1/E1 data applications. Adit 600 or Axxius	$995.00	$804.22	1825	30	US	HW
Active	132-8	740-0079	Quad Terminal Server Router Card - Hardened 4-port terminal server router card, supporting IP/IPX routing and layer 2 bridging. Each port is strap selectable for 10/100BaseT or RS-232 asynchronous data operation. Adit 600 or Axxius	$825.00	$666.82	730	30	MX	HW

Active	132-8	740-0080	Axxius 800 24VDC Power Supply Card - Hardened 24VDC Power Supply Card - One power supply card minimum required per system. Two 24V power supply cards may be installed for redundancy. Note: 24 and 48V power supply cards cannot be mixed in the same system.	$645.00	$521.32	730	30	MX	HW
Active	132-8	740-0081	Axxius 800 48VDC Power Supply Card - Hardened 48VDC Power Supply Card - One power supply card minimum required per system. Two 48V power supply cards may be installed for redundancy. Note: 24 and 48V power supply cards cannot be mixed in the same system.	$645.00	$521.32	730	30	MX	HW
Active	132-8	740-0082	Adit 600 230V Power Supply - 230V Power Supply	$495.00	$400.09	1825	30	US	HW
Active	132-8	740-0083	Axxius 800 Enclosure Front Control Panel Interface Card - Hardened Front Control Panel Interface Card, provides Controller Interfaces for Management and Network Interfaces, 4 x T1 and 2 DS3 SMB. Interfaces active based on installed controller.	$380.00	$307.13	730	30	MX	HW
Active	132-8	740-0084	Axxius 800 NI48VDC Power Supply Card - Hardened -48VDC Power Supply Card that provides -48VDC power to system backplane. This power supply is required to support the FXO and OCU-DP cards - One power supply card minimum required per system. Two power sup	$645.00	$521.32	730	30	MX	HW
Active	132-8	740-0087	Axxius Low Speed Protection Card - Low Speed Protection Card for relay card slot. Provides 1:7 interface/card protection for Quad T1 cards via rear wire wrap connections. Note: Minimum controller software release required is Rev. 1.2. Requires Quad T1 c	$995.00	$804.22	730	30	US	HW
Active	132-8	740-0090	Adit 600 Quad 4-Wire E&M/TO Card - Four channel 4-Wire E&M/TO card for voice applications.	$495.00	$400.09	1825	30	US	HW

Active	132-8	740-0098	Axxius Quad Terminal Server Router Card with TBOS-to-SNMP Alarm Conversion - Hardened 4-port terminal server router card, supporting all Quad Terminal Server Router card functions, Raw TCP and TBOS-to-SNMP Alarm conversion for Alcatel microwave radios – M	$2,425.00	$1,960.03	730	30	MX	HW
Active	132-8	740-0238	Adit 600 CMG-02 Router Card-G.729ab-48 - CMG-02 Router Card with G.729ab low bit rate CODEC support-48 channels. Note: Physical limitation of the Adit 600 is 40 FXS ports with a CMG module.	$1,350.00	$1,091.15	1825	30	US	HW
Active	132-8	740-0284	Adit 600 CMG-01 Router Card-G.729ab-24 - CMG-01 VoIP Router Card with G.729ab low bit rate CODEC support-24 channels Note: Minimum controller software release required is Rev. 9.4	$790.00	$638.53	1825	30	US	HW
Active	132-8	740-0314	8 channel expansion or replacement card for FXS interface applications. Supports GR-909 loop tests. FXS-8D.	$350.00	$282.89	1825	30	US	HW
Active	132-8	740-0317	Adit 600 Dual T1 TDM Controller Card -- One controller card required per system or chassis. Includes SNMP & RPM management features, ultra security enabled. Note: Minimum controller software release required is Rev. 9.8	$800.00	$646.61	1825	30	US	HW
Active	132-8	740-0318	Adit 600 Multi-Service Router Card w/VoIP Support	$1,175.00	$949.70	1825	30	US	HW
Active	132-8	750-0027	Adit 600 Dual T1 TDM Operating System Update - CD ROM for TFTP-loaded field update. Includes SNMP and RPM management.	$185.00	$149.53	90	30	US	HW
Active	132-33	750-0086	Wide Bank 28 Security Upgrade - Software upgrade for M13 Rel. 2.43 security features	$4,065.50	$3,285.97	90	30	US	LIC
Active	132-33	751-0010	Wide Bank 28 MSO and TL1 CD Software - Non-Security FLASH Software for upgrade or field installation, CD version. Contains latest control image and manual on CD for FLASH capable units.	$250.00	$202.07	90	30	US	LIC
Active	132-33	752-0132	Adit 600 Software perpetual license and Rel. 9.6 upgrade to enable enhanced security features, including SSH-2 with FIPS validated encryption algorithms	$60.00	$48.49	90	30	US	LIC

Active	132-33	752-0133	Adit 600 Software perpetual license and Rel. 9.8 upgrade to enable ultra security features, including SNMPv3 and SSH-2 with FIPS validated encryption algorithms	$200.00	$161.65	90	30	US	LIC
Active	132-33	752-0134	Adit 600 Software perpetual license and Rel. 9.8 upgrade from enhanced security features to ultra security features	$140.00	$113.16	90	30	US	LIC
Active	132-8	7660-004	Broadmore SAM, T1 (DS-1), 8 Port Circuit, Nx64, Structured & Unstructured	$6,600.00	$5,334.51	365	30	US	HW
Active	132-8	7660-005	Broadmore SAM, E-1, 8 Port Circuit, Nx64, Structured & Unstructured	$6,600.00	$5,334.51	365	30	US	HW
Active	132-8	7660-008	Broadmore SAM, MBR, 4 port, prog, synch or asynch	$6,300.00	$5,092.03	365	30	US	HW
Active	132-8	7660-009	Broadmore SAM, MBR, High Bit Rate (HBR), 4 port	$6,600.00	$5,334.51	365	30	US	HW
Active	132-8	7660-017	Broadmore RS-530 Cell Bearing Interface (CBI) NIM/SAM, Single port	$18,000.00	$14,548.67	365	30	US	HW
Active	132-8	7660-018	Broadmore ATM DS3, Single Port, NIM/SAM	$4,740.00	$3,831.14	365	30	US	HW
Active	132-8	7660-020	Broadmore RS-530 High Speed Serial Interface (HSSI) CBI NIM/SAM, Single port	$26,400.00	$21,338.04	365	30	US	HW
Active	132-8	7660-023	Broadmore Alarm Power Module (17B/C) back fuses	$1,050.00	$848.68	365	30	US	HW
Active	132-8	7660-024	Broadmore Fan Tray (standard in 1700/1750)	$600.00	$484.96	365	30	US	HW
Active	132-8	7660-025	Broadmore I/O Alarm Power Module (17B/C)	$780.00	$630.44	365	30	US	HW
Active	132-8	7660-026	Broadmore Spare Fan/APM (500 only)	$720.00	$581.95	365	30	US	HW
Active	132-8	7660-034	Broadmore SAM, DS3, Unstructured 3-port	$6,270.00	$5,067.78	365	30	US	HW
Active	132-8	7660-040	Broadmore SAM, 8 port Serial Multiplexer (Mux)	$7,050.00	$5,698.23	365	30	US	HW
Active	132-8	7660-041	Broadmore SAM, 8 port Serial De-Multiplexer (De-Mux)	$7,050.00	$5,698.23	365	30	US	HW
Active	132-8	7660-042	Broadmore SAM, HSAM, 137/274Mbps Serial	$84,354.00	$68,179.88	365	30	US	HW
Active	132-8	7660-045	Broadmore SAM, E3, Unstructured 3-port	$8,670.00	$7,007.61	365	30	US	HW
Active	132-8	7660-110	Broadmore MPLS Interface Card	$11,175.00	$9,032.29	365	30	US	HW
Active	132-8	7660-113	Broadmore NIM, OC-12c, SC, M-Mode, Premise Reach	$9,900.00	$8,001.76	365	30	US	HW
Active	132-8	7660-114	Broadmore NIM, OC-12c, SC, S-Mode, Intermediate Reach	$11,670.00	$9,432.38	365	30	US	HW
Active	132-8	7660-115	Broadmore P/S Module/AC, 115/230 to 48 VDC	$2,670.00	$2,158.06	365	30	US	HW
Active	132-8	7660-116	Broadmore NIM, OC3c IR, S-Mode, Intermediate Reach	$6,954.00	$5,620.63	365	30	US	HW

Status		Part #	Description	Price		Days1	Days2	Country	Type
Active	132-8	7660-117	Broadmore NIM, OC3c PR, M-Mode, Premise Reach	$5,994.00	$4,844.71	365	30	US	HW
Active	132-8	7660-205	Broadmore Release 3.x to 4.x Software Upgrade CD (Includes latest SNMPv3 Encryption, Secure ID, Secure Shell software release), per CPU	$8,880.00	$7,177.34	365	30	US	HW
Active	132-8	7660-206	Broadmore Module, CPU with FIPS 140-2/ Common Criteria validated Security 4.1.1 Software (Includes latest SNMPv3 Encryption, Secure ID, Secure Shell software)	$11,280.00	$9,117.16	365	30	US	HW
Active	132-8	7660-207	Broadmore Rel. 4.x to 4.y Software Upgrade CD (Includes latest SNMPv3 Encryption, Secure ID, Secure Shell software release), per CPU	$2,280.00	$1,842.83	365	30	US	HW
Active	132-8	7660-208	Broadmore Module, CPU with 4.8 Software (Includes latest SNMPv3 Encryption, Secure ID, Secure Shell software), IPv6, Network Timing Protocol and HSAM support	$11,280.00	$9,117.16	365	30	US	HW
Active	132-8	7660-209	Rel. 5.0 IPv6 S/W upgrade	$9,600.00	$7,759.28	365	30	US	HW
Active	132-12	7660-300M	Broadmore CPU Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods,	$1,197.00	$1,005.04	0	30	US	HW MNT
Active	132-8	7660-304	Broadmore T1 SAM Set (one each 7660-004 & 7660-404)	$7,950.00	$6,425.66	365	30	US	HW
Active	132-12	7660-304M	Broadmore DS1 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, we	$795.00	$667.51	0	30	US	HW MNT
Active	132-8	7660-305	Broadmore E1 SAM Set (one each 7660-005 & 7660-404)	$7,950.00	$6,425.66	365	30	US	HW

Status	Contract	Part Number	Description	Price 1	Price 2	Col1	Col2	Country	Category
Active	132-12	7660-305M	Broadmore E1 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, web	$795.00	$667.51	0	30	US	HW MNT
Active	132-8	7660-308C	Broadmore DCE MBR Set (one each 7660-008, 7660-408 & 4x7660-502 DCE Cables)	$8,538.00	$6,900.92	365	30	US	HW
Active	132-12	7660-308M	Broadmore MBR Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, we	$853.80	$716.87	0	30	US	HW MNT
Active	132-8	7660-309C	Broadmore DCE HBR Set (one each 7660-009, 7660-418 & 4x7660-524 DCE Cables)	$8,838.00	$7,143.40	365	30	US	HW
Active	132-12	7660-309M	Broadmore HBR Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, we	$883.80	$742.07	0	30	US	HW MNT
Active	132-8	7660-310	NIM, MPLS/PWE3 LX/SX/Copper Set	$15,360.00	$12,414.86	365	30	US	HW
Active	132-8	7660-313	Broadmore OC-12c M-Mode Set (one each 7660-113 & 7660-406)	$10,470.00	$8,462.47	365	30	US	HW
Active	132-12	7660-313M	Broadmore OC-12c MM NIM Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other	$1,047.00	$879.09	0	30	US	HW MNT
Active	132-12	7660-314M	Broadmore OC-12c SM NIM Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other	$1,224.00	$1,027.70	0	30	US	HW MNT

Active	132-8	7660-316	Broadmore OC3c S-Mode Set (one each 7660-116 & 7660-406)	$7,524.00	$6,081.34	365	30	US	HW
Active	132-12	7660-316M	Broadmore OC-3c SM NIM Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other	$752.40	$631.74	0	30	US	HW MNT
Active	132-8	7660-317	Broadmore OC3c M-Mode Set (one each 7660-117 & 7660-406)	$6,564.00	$5,305.41	365	30	US	HW
Active	132-12	7660-317M	Broadmore OC-3c MM NIM Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other	$656.40	$551.13	0	30	US	HW MNT
Active	132-8	7660-318	Broadmore ATM DS3 NIM/SAM Set (one each 7660-018 & 7660-419)	$5,550.00	$4,485.84	365	30	US	HW
Active	132-12	7660-318M	Broadmore ATM DS3 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods	$555.00	$466.00	0	30	US	HW MNT
Active	132-8	7660-320	Broadmore HSSI NIM/SAM Set (one eacj 7660-020, 7660-420 & 7660-523 Cable)	$27,294.00	$22,060.62	365	30	US	HW
Active	132-12	7660-320M	Broadmore HSSI Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, w	$2,729.40	$2,291.69	0	30	US	HW MNT
Active	132-8	7660-327	Broadmore CBI NIM/SAM Set (one each 7660-017, 7660-417 & 7660-522 Cable)	$19,530.00	$15,785.30	365	30	US	HW

Active	132-12	7660-327M	Broadmore CBI Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, we	$1,953.00	$1,639.80	0	30	US	HW MNT
Active	132-8	7660-334	Broadmore DS3 Unstructured SAM Set (one each 7660-034 & 7660-409)	$7,980.00	$6,449.90	365	30	US	HW
Active	132-12	7660-334M	Broadmore uDS3 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, w	$798.00	$670.03	0	30	US	HW MNT
Active	132-12	7660-340M	Broadmore Serial Mux/DeMux Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during ot	$1,017.60	$854.41	0	30	US	HW MNT
Active	132-8	7660-341	Broadmore De-Mux SAM set (one each 7660-041, 7660-408 & 7660-526 De-Mux Cable)	$10,176.00	$8,224.84	365	30	US	HW
Active	132-8	7660-342	Broadmore HSAM Set (one each 7660-042, 7660-442, & 7660-443)	$87,114.00	$70,410.67	365	30	US	HW
Active	132-12	7660-342M	Broadmore HSAM Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods,	$8,711.40	$7,314.35	0	30	US	HW MNT
Active	132-8	7660-345	Broadmore E3 Unstructured SAM Set (one each 7660-045 & 7660-409)	$10,380.00	$8,389.72	365	30	US	HW
Active	132-12	7660-345M	Broadmore uE3 Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods,	$1,038.00	$871.54	0	30	US	HW MNT

Active	132-8	7660-372	Broadmore DS3 Structured SAM Set (one each 7660-672 & 7660-416)	$18,210.00	$14,718.39	365	30	US	HW
Active	132-12	7660-372M	Broadmore Structured DS3 Annual Hardware & Software Maintenance Contract - 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during othe	$1,821.00	$1,528.96	0	30	US	HW MNT
Active	132-8	7660-401	Broadmore MPLS I/O card	$1,150.00	$929.50	365	30	US	HW
Active	132-8	7660-403	Broadmore DS3/E3 I/O for 1700 chassis	$1,710.00	$1,382.12	365	30	US	HW
Active	132-8	7660-404	Broadmore I/O N X 64 T1/E-1, 8 RJ48	$1,350.00	$1,091.15	365	30	US	HW
Active	132-8	7660-406	Broadmore I/O 1 BITS port, one per OC3/OC12 NIM	$570.00	$460.71	365	30	US	HW
Active	132-8	7660-408	Broadmore I/O HDB26 4 port for MBR or Mux/De-Mux	$1,350.00	$1,091.15	365	30	US	HW
Active	132-8	7660-409	Broadmore I/O DS3/E3 Working I/O for all chassis	$1,710.00	$1,382.12	365	30	US	HW
Active	132-8	7660-410	Broadmore I/O DS3 protection (1750 slot P only)	$810.00	$654.69	365	30	US	HW
Active	132-8	7660-411	Broadmore I/O CPU - V2	$690.00	$557.70	365	30	US	HW
Active	132-8	7660-416	Broadmore I/O DS3 Structured	$1,710.00	$1,382.12	365	30	US	HW
Active	132-8	7660-417	Broadmore RS-530 CBI IO, DB-25 Connectors (DCE & DTE), crypto resync	$1,350.00	$1,091.15	365	30	US	HW
Active	132-8	7660-418	Broadmore I/O MBR High Bit Rate, 4 port RJ45	$1,350.00	$1,091.15	365	30	US	HW
Active	132-8	7660-419	Broadmore I/O ATM DS3	$810.00	$654.69	365	30	US	HW
Active	132-8	7660-420	Broadmore RS-530 HSSI I/O, SCSI-II Connectors (DCE & DTE), crypto resync	$714.00	$577.09	365	30	US	HW
Active	132-8	7660-442	Broadmore I/O HSAM, 2 port	$1,380.00	$1,115.40	365	30	US	HW
Active	132-8	7660-443	Broadmore Bridge HSAM, 137M to 274M	$1,380.00	$1,115.40	365	30	US	HW
Active	132-8	7660-501	RS-449 Cable, DB37 DCE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-502	EIA-530 Cable, DB25 DCE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-503	V.35 Cable, MRAC DCE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-504	RS-232 Cable, DB25 DCE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-505	EIA-530 Cable, DB25 DCE, 10 feet	$318.00	$257.03	365	30	US	HW
Active	132-8	7660-506	EIA-530 Cable, DB25 DCE, 25 feet	$414.00	$334.62	365	30	US	HW
Active	132-8	7660-507	EIA-530 Cable, DB25 DCE, Male, KG/KIV	$270.00	$218.23	365	30	US	HW
Active	132-8	7660-508	RS-232 Cable, DB9 DCE, Male, 10 feet	$270.00	$218.23	365	30	US	HW
Active	132-8	7660-511	RS-449 Cable, DB37 DTE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-512	EIA-530 Cable, DB25 DTE	$222.00	$179.44	365	30	US	HW

Active	132-8	7660-513	V.35 Cable, MRAC DTE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-514	RS-232 Cable, DB25 DTE	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-515	EIA-530 Cable, DB25 DTE, 10 feet	$318.00	$257.03	365	30	US	HW
Active	132-8	7660-516	EIA-530 Cable, DB25 DTE, 25 feet	$414.00	$334.62	365	30	US	HW
Active	132-8	7660-520	Broadmore CBI RS530 Cable, Male-Male, 5 feet	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-521	Broadmore CBI RS530 Cable, Male-Female, 5 feet	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-522	Broadmore CBI RS530 Cable, Female-Female, 5 feet	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-523	Broadmore HSSI Cable, HP-50 male SCSI to HP-50 male SCSI, 10ft	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-524	Broadmore HBR Adapter, RS422 25 pin 530 DCE to RJ45 with 6ft Cable	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-525	Broadmore Mux Dual Cable	$444.00	$358.86	365	30	US	HW
Active	132-8	7660-526	Broadmore De-Mux Dual Cable	$444.00	$358.86	365	30	US	HW
Active	132-8	7660-527	Broadmore HBR Adapter, RS422 25 pin 530 DTE to RJ45 with 6Ft Cable	$222.00	$179.44	365	30	US	HW
Active	132-8	7660-672	Broadmore DS3 Structured SAM Module	$16,500.00	$13,336.27	365	30	US	HW
Active	132-8	7660-710	Broadmore upgrade kit from CABB to CABB-IP	$41,200.00	$33,300.27	365	30	US	HW
Active	132-8	7660-740	Broadmore Mux/De-Mux SAM Set (one each 7660-340 & 7660-341)	$20,352.00	$16,449.69	365	30	US	HW
Active	132-8	7665-05AC	Broadmore Chassis, 5-slot APM, single 115/230V A/C	$8,730.00	$7,056.10	365	30	US	HW
Active	132-8	7665-05ACPS	Broadmore Spare or Redundant 115/230 V A/C Power Supply (500 only)	$1,410.00	$1,139.64	365	30	US	HW
Active	132-8	7665-05DC	Broadmore Chassis, 5-slot APM, dual 48VDC	$8,250.00	$6,668.14	365	30	US	HW
Active	132-8	7665-05DCPS	Broadmore Spare or Redundant -48vdc Power Supply (500 only)	$1,410.00	$1,139.64	365	30	US	HW
Active	132-8	7665-1700	Broadmore 1700 17-slot chassis with redundant -48vdc inputs, APM, FIPS CPU & I/O. Supports up to (2) CPUs, (12) SAMs and (2) NIMs. Includes latest released software and first year software support.	$31,200.00	$25,217.68	365	30	US	HW
Active	132-12	7665-1700M	Broadmore 1700 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, w	$3,120.00	$2,619.64	0	30	US	HW MNT

Active	132-8	7665-1750	Broadmore 1750 17-slot chassis with redundant -48vdc inputs, APM, FIPS CPU & I/O. Supports up to (2) CPUs, (12) SAMs and (2) NIMs. Includes latest released software and first year software support. NEBS certified. SAM Protection	$30,540.00	$24,684.22	365	30	US	HW
Active	132-8	7665-17B	Broadmore 1750 17-slot chassis with redundant -48vdc inputs. Supports DS3/E3, NIM, CPU redundancy. Includes APM, APM I/O Module, and Fan Tray. NEBS certified. SAM Protection	$10,890.00	$8,801.94	365	30	US	HW
Active	132-8	7665-17C	Broadmore 1700 17-slot chassis with redundant -48vdc inputs. Supports up to (12) SAMs, (2) NIMs and (2) CPUs. Includes APM, APM I/O Module, and Fan Tray. Does not support redundant SAM.	$11,550.00	$9,335.40	365	30	US	HW
Active	132-8	7665-17PS	Broadmore Power Supply/AC (single 7660-115 included)	$4,650.00	$3,758.41	365	30	US	HW
Active	132-8	7665-500AC	Broadmore 5-slot chassis, APM, Security CPU & I/O, with dual -48vdc. Includes latest released software and first year software support.	$27,060.00	$21,871.49	365	30	US	HW
Active	132-8	7665-500DC	Broadmore 5-slot chassis, APM, Security CPU & I/O, with dual -48vdc. Includes FIPS/NIAP validated software and first year software support.	$26,580.00	$21,483.52	365	30	US	HW
Active	132-12	7665-500M	Broadmore 500 Annual Hardware & Software Maintenance Contract 1 year of 24 hour, 7 day, priority queuing telephone support, advance hardware replacement, 4 hour (business) e-mail response during working hours and Next Business Day during other periods, we	$2,706.00	$2,272.04	0	30	US HW MNT	
Active	132-8	7665-CAIP-001	Broadmore 1700 CABB-IP HSAM / MBR / MPLS with rack mount and power	$116,375.00	$94,061.13	365	30	US	HW
Active	132-8	790-0002	Wide Bank 28 Accessory Kit - Contains power connectors, alarm connectors and ferrite chokes for cables.	$69.73	$56.36	1825	30	US	HW

Active	132-8	790-0003	Wide Bank 28 Fan Faceplate - Fan Faceplate for high-density applications. Allows additional cooling capabilities for up to 40 systems, rack-mounted. Requires revision 2.0 (DS3) and 1.5 (STS-1) or higher controllers.	$295.45	$238.80	1825	30	US	HW
Active	132-8	790-0004	Adit 600 Two-conductor DC power connectors (5 ea.) - Mates with -48 DC power connector on rear of Adit 600.	$35.00	$28.29	1825	30	US	HW
Active	132-8	790-0006	Adit 600 Single Rack Installation Kit connectors & mounting hardware - Contains ground lug, mating DC power and alarm connectors, mounting hardware.	$35.00	$28.29	1825	30	US	HW
Active	132-8	790-0008	Adit 600 One DC power connector, one grounding lug - Mates with -48 DC power connector and ground studs on rear of Adit 600.	$18.00	$14.55	1825	30	US	HW
Active	132-8	790-0011	Installation Connector Kit - One 66 block, one T-1 cable, one 10' Amphenol cable	$150.00	$121.24	1825	30	US	HW
Active	132-8	790-0027	Axxius DC Input Protective Shroud Kit - Axxius DC power input protective shroud kit provides two protective covers for the VDC power input connectors. These are required to meet UL Safety compliance for installing Axxius units in non-restricted access ar	$50.00	$40.41	730	30	US	HW
Active	132-8	790-0103	SFP, Gigabit 1310nm	$475.00	$383.92	365	30	US	HW
Active	132-8	930-0070	WB28 chassis, 1 DS3 controller, 7 Quad DS1 cards (includes Accessory Kit)	$2,964.50	$2,396.08	1825	30	US	HW
Active	132-8	930-0073	WB28 chassis, 2 DS3 controllers, 8 Quad DS1 cards (includes Accessory Kit)	$3,624.50	$2,929.53	1825	30	US	HW
Active	132-8	930-0079	Wide Bank 28 DS3 chassis and backplane (includes Accessory Kit)	$1,057.73	$854.92	1825	30	US	HW
Active	132-8	930-0085	WB28 chassis, 1 DS3 controller, 7 Quad DS1 MSO cards (includes Accessory Kit)	$3,404.50	$2,751.72	1825	30	US	HW
Active	132-8	930-0088	WB28 chassis, 2 DS3 controllers, 8 Quad DS1 MSO cards (includes Accessory Kit)	$4,064.50	$3,285.17	1825	30	US	HW
Active	132-8	930-0106	WB28 chassis, 2 DS3 controllers, 8 Quad DS1 cards, Fan Faceplate Option (includes Accessory Kit)	$3,844.50	$3,107.36	1825	30	US	HW
Active	132-8	930-0107	WB28 chassis, 2 DS3 controllers, 8 Quad DS1 MSO cards, Fan Faceplate Option (includes Accessory Kit)	$4,284.50	$3,462.98	1825	30	US	HW

Status	Item	Part Number	Description	Price 1	Price 2	Col1	Col2	Country	Type
Active	132-8	930-0370	Axxius 800 Enclosure with Front Control Panel Interface Card - Hardened Enclosure with backplane, front control panel interface card installed and blank card faceplates.	$2,595.00	$2,097.43	730	30	MX	HW
Active	132-8	930-0371	Axxius 800 Enclosure without Front Control Panel Interface Card - Hardened Enclosure with backplane panel and blank card faceplates.	$2,215.00	$1,790.29	730	30	MX	HW
Active	132-34	SVC-ADIT-1	Adit 24X7 TAC and SW Support	$60.00	$50.38	0	30	US	MNT
Active	132-12	SVC-ADIT-2	Adit 24X7 TAC and SW Support, HW 20 Business Day RTF	$120.00	$100.76	0	30	US HW	MNT
Active	132-12	SVC-ADIT-3	Adit 24X7 TAC and SW Support, HW NBD ADVR	$260.00	$218.31	0	30	US HW	MNT
Active	132-12	SVC-ADIT-4	Adit 24X7 TAC and SW Support, 4HR Same Day	$860.00	$722.09	0	30	US HW	MNT
Active	132-12	SVC-ADIT-5	Adit 24X7 TAC and SW Support, 4HR Same Day+Onsite Tech	$1,440.00	$1,209.07	0	30	US HW	MNT
Active	132-34	SVC-AXXIUS-1	Axxius 800 24X7 TAC and SW Support	$96.00	$80.60	0	30	US	MNT
Active	132-12	SVC-AXXIUS-2	Axxius 800 24X7 TAC and SW Support, HW 20 Business Day RTF	$192.00	$161.21	0	30	US HW	MNT
Active	132-12	SVC-AXXIUS-3	Axxius 800 24X7 TAC and SW Support, HW NBD ADVR	$416.00	$349.29	0	30	US HW	MNT
Active	132-34	SVC-WIDEBANK-1	Widebank 24X7 TAC and SW Support	$60.00	$50.38	0	30	US	MNT
Active	132-12	SVC-WIDEBANK-2	Widebank 24X7 TAC and SW Support, HW 20 Business Day RTF	$120.00	$100.76	0	30	US HW	MNT
Active	132-12	SVC-WIDEBANK-3	Widebank 24X7 TAC and SW Support, HW NBD ADVR	$260.00	$218.31	0	30	US HW	MNT
Active	132-12	SVC-WIDEBANK-4	Widebank 24X7 TAC and SW Support, 4HR Same Day	$860.00	$722.09	0	30	US HW	MNT
Active	132-12	SVC-WIDEBANK-5	Widebank 24X7 TAC and SW Support, 4HR Same Day+Onsite Tech	$1,440.00	$1,209.07	0	30	US HW	MNT

Status	SIN	Mfr Part No	Description	Contract List Price	Contract Price w/ Fee	Warranty	Delivery Time	COO	Trans Type
Active	132-8	100395	DO9027 Chime	$38.40	$34.16	180	30	US	HW
Active	132-12	100395-MNT	DO9027 Chime	$4.61	$4.35	0	30	US	HW MNT
Active	132-8	110204	Hardware Interface for QSE	$533.72	$474.74	180	30	US	HW
Active	132-12	110204-MNT	Hardware Interface for QSE	$64.05	$60.40	0	30	US	HW MNT
Active	132-8	110210	USB Hardware Interface for QSE	$533.72	$474.74	180	30	US	HW
Active	132-12	110210-MNT	USB Hardware Interface for QSE	$64.05	$60.40	0	30	US	HW MNT
Active	132-33	110400	QSU2004 Option Q-MATIC Suite Mgmt Portal Reports	$461.16	$410.21	180	30	US	LIC
Active	132-34	110400-MNT	QSU2004 Option Q-MATIC Suite Mgmt Portal Reports	$55.34	$52.19	0	30	US	MNT
Active	132-33	110401	QSU2005 Option Q-MATIC Suite Mgmt Portal Analyze	$4,150.26	$3,691.67	180	30	US	LIC
Active	132-34	110401-MNT	QSU2005 Option Q-MATIC Suite Mgmt Portal Analyze	$498.03	$469.67	0	30	US	MNT
Active	132-33	110402	QSU3004 User - Q-MATIC Suite Management Portal	$346.12	$307.87	180	30	US	LIC
Active	132-34	110402-MNT	QSU3004 User - Q-MATIC Suite Management Portal	$41.53	$39.16	0	30	US	MNT
Active	132-33	110403	QSU1100 Q-MATIC Suite Branch License	$576.56	$512.86	180	30	US	LIC
Active	132-34	110403-MNT	QSU1100 Q-MATIC Suite Branch License	$69.19	$65.25	0	30	US	MNT
Active	132-33	110404	QSU2003 Option Q-MATIC Suite Mgmt Portal Dashboard	$2,305.87	$2,051.08	180	30	US	LIC
Active	132-34	110404-MNT	QSU2003 Option Q-MATIC Suite Mgmt Portal Dashboard	$276.70	$260.95	0	30	US	MNT
Active	132-33	110600	QS Q-Win Software W/CD	$4,348.72	$3,868.20	180	30	US	LIC
Active	132-34	110600-MNT	QS Q-Win Software W/CD	$521.85	$492.14	0	30	US	MNT
Active	132-33	110612	QSU9060 Q-Win Upgrade Software to Current Version W/CD	$1,383.52	$1,230.64	180	30	US	LIC
Active	132-34	110612-MNT	QSU9060 Q-Win Upgrade Software to Current Version W/CD	$166.02	$156.56	0	30	US	MNT
Active	132-33	110640	QSDB Option for Q-Win (Database Statistics)	$2,676.31	$2,380.58	180	30	US	LIC
Active	132-34	110640-MNT	QSDB Option for Q-Win (Database Statistics)	$321.16	$302.87	0	30	US	MNT
Active	132-33	110642	QS2140 Option for Q-WIN (Q-MATIC Voice)	$621.11	$552.47	180	30	US	LIC

Active	132-34	110642-MNT	QS2140 Option for Q-WIN (Q-MATIC Voice)	$74.53	$70.29	0	30	US	MNT
Active	132-33	110643	QS2170 Option for Q-WIN (Q-MATIC Mail)	$439.57	$391.00	180	30	US	LIC
Active	132-34	110643-MNT	QS2170 Option for Q-WIN (Q-MATIC Mail)	$52.75	$49.74	0	30	US	MNT
Active	132-33	110644	QS2160 Option for Q-WIN (Q-MATIC Pager)	$439.57	$391.00	180	30	US	LIC
Active	132-34	110644-MNT	QS2160 Option for Q-WIN (Q-MATIC Pager)	$52.75	$49.74	0	30	US	MNT
Active	132-33	110645	QSAPI Option for Q-WIN (Q-MATIC API Server)	$1,245.55	$1,107.92	180	30	US	LIC
Active	132-34	110645-MNT	QSAPI Option for Q-WIN (Q-MATIC API Server)	$149.47	$140.96	0	30	US	MNT
Active	132-33	110646	QSAS Option for Q-WIN (Q-MATIC Advanced Script)	$1,844.40	$1,640.59	180	30	US	LIC
Active	132-34	110646-MNT	QSAS Option for Q-WIN (Q-MATIC Advanced Script)	$221.33	$208.73	0	30	US	MNT
Active	132-33	110648	QSDM Option for Q-WIN (Q-MATIC Distributed Mgmt)	$2,305.87	$2,051.08	180	30	US	LIC
Active	132-34	110648-MNT	QSDM Option for Q-WIN (Q-MATIC Distributed Mgmt)	$276.70	$260.95	0	30	US	MNT
Active	132-33	110649	QSCL Option for Q-WIN (Q-MATIC Custom Layout)	$461.16	$410.21	180	30	US	LIC
Active	132-34	110649-MNT	QSCL Option for Q-WIN (Q-MATIC Custom Layout)	$55.34	$52.19	0	30	US	MNT
Active	132-33	110660	QSCLIENT Q-Win Client License	$286.97	$255.26	180	30	US	LIC
Active	132-33	110660A	QNS2002 Q-MATIC NextWeb Software License W/CD	$286.93	$255.22	180	30	US	LIC
Active	132-34	110660A-MNT	QNS2002 Q-MATIC NextWeb Software License W/CD	$34.43	$32.47	0	30	US	MNT
Active	132-33	110660B	QWS9075 Q-MATIC WelcomeWeb Software License W/CD	$286.93	$255.22	180	30	US	LIC
Active	132-34	110660B-MNT	QWS9075 Q-MATIC WelcomeWeb Software License W/CD	$34.43	$32.47	0	30	US	MNT
Active	132-33	110660C	QWS6001 Q-MATIC TouchWeb Software License	$286.93	$255.22	180	30	US	LIC
Active	132-34	110660C-MNT	QWS6001 Q-MATIC TouchWeb Software License	$34.43	$32.47	0	30	US	MNT
Active	132-33	110667	QSAPIUSR API User License (QSAPI Required)	$286.97	$255.26	180	30	US	LIC
Active	132-33	110667A	QNS2190 Q-MATIC Next Windows Client Software Lic	$286.97	$255.26	180	30	US	LIC
Active	132-34	110667A-MNT	QNS2190 Q-MATIC Next Windows Client Software Lic	$34.44	$32.48	0	30	US	MNT
Active	132-33	110667C	QNSU2190 Q-MATIC Next Windows Client Version Upgrd	$286.93	$255.22	180	30	US	LIC

Active	132-34	110667C-MNT	QNSU2190 Q-MATIC Next Windows Client Version Upgrd	$34.43	$32.47	0	30	US	MNT
Active	132-33	110667D	QWS9070 Q-MATIC Welcome Windows Client Sftwr Licen	$286.76	$255.07	180	30	US	LIC
Active	132-34	110667D-MNT	QWS9070 Q-MATIC Welcome Windows Client Sftwr Licen	$34.41	$32.45	0	30	US	MNT
Active	132-33	110667E	QWSU9070 Q-MATIC Welcome Windows Client Upgrade	$286.93	$255.22	180	30	US	LIC
Active	132-34	110667E-MNT	QWSU9070 Q-MATIC Welcome Windows Client Upgrade	$34.43	$32.47	0	30	US	MNT
Active	132-33	110667F	QWS6000 Q-MATIC Touch Windows Client License	$286.97	$255.26	180	30	US	LIC
Active	132-34	110667F-MNT	QWS6000 Q-MATIC Touch Windows Client License	$34.44	$32.48	0	30	US	MNT
Active	132-33	110673	QTS4001 Q-MATIC Monitor Additional Player W/CD	$1,090.98	$970.43	180	30	US	LIC
Active	132-34	110673-MNT	QTS4001 Q-MATIC Monitor Additional Player W/CD	$130.92	$123.46	0	30	US	MNT
Active	132-33	110674	QTS5000 Option for QTS4000 Targeted Media	$2,051.88	$1,825.15	180	30	US	LIC
Active	132-34	110674-MNT	QTS5000 Option for QTS4000 Targeted Media	$246.23	$232.21	0	30	US	MNT
Active	132-33	110675	QTS4010 Option for QTS4000 - TV Input	$905.73	$805.64	180	30	US	LIC
Active	132-34	110675-MNT	QTS4010 Option for QTS4000 - TV Input	$108.69	$102.50	0	30	US	MNT
Active	132-33	110711	QSU1100 Q-MATIC Suite Branch License	$576.56	$512.86	180	30	US	LIC
Active	132-34	110711-MNT	QSU1100 Q-MATIC Suite Branch License	$69.19	$65.25	0	30	US	MNT
Active	132-33	110712	QSU3001 Q-MATIC Suite Front Office/Back Office	$285.95	$254.36	180	30	US	LIC
Active	132-33	110712A	QSU9001 Q-MATIC Suite Front/Back Office Upgrade	$285.95	$254.36	180	30	SE	LIC
Active	132-33	110715	QSU2002 Option Q-MATIC Suite Customer History Modu	$4,611.42	$4,101.87	180	30	US	LIC
Active	132-34	110715-MNT	QSU2002 Option Q-MATIC Suite Customer History Modu	$553.37	$521.86	0	30	US	MNT
Active	132-33	110716	QSU2001 Option - Q-MATIC Suite Calendar Module	$4,611.42	$4,101.87	180	30	US	LIC
Active	132-34	110716-MNT	QSU2001 Option - Q-MATIC Suite Calendar Module	$553.37	$521.86	0	30	US	MNT
Active	132-33	110717	QSU3003 User - Q-MATIC Suite Calendar	$498.40	$443.34	180	30	US	LIC
Active	132-34	110717-MNT	QSU3003 User - Q-MATIC Suite Calendar	$59.81	$56.40	0	30	US	MNT
Active	132-33	110721	QSU2007 Suite LDAP Module	$4,445.35	$3,954.16	180	30	US	LIC
Active	132-34	110721-MNT	QSU2007 Suite LDAP Module	$533.44	$503.06	0	30	US	MNT

Active	132-33	110723	QSU2008 Suite Web Service Module 1	$4,445.35	$3,954.16	180	30	US	LIC
Active	132-34	110723-MNT	QSU2008 Suite Web Service Module 1	$533.44	$503.06	0	30	US	MNT
Active	132-8	112008A	CP2008 1-Line Amplifier	$135.20	$120.25	180	30	US	HW
Active	132-12	112008A-MNT	CP2008 1-Line Amplifier	$16.22	$15.29	0	30	US	HW MNT
Active	132-8	112012	CP2012 Satellite Connection Box	$89.68	$79.77	180	30	US	HW
Active	132-12	112012-MNT	CP2012 Satellite Connection Box	$10.76	$10.15	0	30	US	HW MNT
Active	132-8	112014	CP2014 Main Connection Box	$101.60	$90.37	180	30	US	HW
Active	132-12	112014-MNT	CP2014 Main Connection Box	$12.19	$11.50	0	30	US	HW MNT
Active	132-8	112018	CP2018 Power Connection Box	$92.00	$81.83	180	30	US	HW
Active	132-12	112018-MNT	CP2018 Power Connection Box	$11.04	$10.42	0	30	US	HW MNT
Active	132-8	112042	SI2477 RS-232 Interface for Card Reader/Scanner	$448.20	$398.67	180	30	US	HW
Active	132-12	112042-MNT	SI2477 RS-232 Interface for Card Reader/Scanner	$53.78	$50.72	0	30	US	HW MNT
Active	132-8	112043	MI2280 Interface w/8 Channels	$217.20	$193.20	180	30	US	HW
Active	132-12	112043-MNT	MI2280 Interface w/8 Channels	$26.06	$24.57	0	30	US	HW MNT
Active	132-8	112044	MI2280RF Interface Multi I/O * 8 = RF Module	$297.60	$264.72	180	30	US	HW
Active	132-12	112044-MNT	MI2280RF Interface Multi I/O * 8 = RF Module	$35.71	$33.67	0	30	US	HW MNT
Active	132-8	11340110	Q-MATIC Swipe Card Reader TP31XX	$639.84	$569.14	180	30	US	HW
Active	132-12	11340110-MNT	Q-MATIC Swipe Card Reader TP31XX	$76.78	$72.41	0	30	US	HW MNT
Active	132-8	117020	VU2077 Automatic Announcer (external unit)	$537.96	$478.52	180	30	US	HW
Active	132-12	117020-MNT	VU2077 Automatic Announcer (external unit)	$64.56	$60.89	0	30	US	HW MNT
Active	132-8	202822	BP2884 Ticket Printer (Slave Unit)	$3,458.95	$3,076.75	180	30	US	HW
Active	132-12	202822-MNT	BP2884 Ticket Printer (Slave Unit)	$415.07	$391.44	0	30	US	HW MNT
Active	132-8	202842	BP2882 Ticket Printer (Master Unit/Reports)	$4,170.75	$3,709.90	180	30	US	HW
Active	132-12	202842-MNT	BP2882 Ticket Printer (Master Unit/Reports)	$500.49	$471.99	0	30	US	HW MNT
Active	132-8	213031	Q-MATIC TP3110 Client Ticket Printer	$3,248.50	$2,889.55	180	30	US	HW
Active	132-12	213031-MNT	Q-MATIC TP3110 Client Ticket Printer	$389.82	$367.63	0	30	US	HW MNT
Active	132-8	213041	Q-MATIC TP3115 Touch Screen Client Ticket Printer	$6,598.25	$5,869.17	180	30	US	HW
Active	132-12	213041-MNT	Q-MATIC TP3115 Touch Screen Client Ticket Printer	$791.79	$746.71	0	30	US	HW MNT
Active	132-8	320105	KT2595 (33 buttons)	$566.26	$503.69	180	30	US	HW
Active	132-12	320105-MNT	KT2595 (33 buttons)	$67.95	$64.08	0	30	US	HW MNT
Active	132-8	340301	D924R Matrix Display (Red)	$514.68	$457.81	180	30	US	HW
Active	132-12	340301-MNT	D924R Matrix Display (Red)	$61.76	$58.25	0	30	US	HW MNT
Active	132-8	340321	D924G Matrix Display (Green)	$625.00	$555.94	180	30	US	HW

Active	132-12	340321-MNT	D924G Matrix Display (Green)	$75.00	$70.73	0	30	US HW MNT
Active	132-8	340341	D924A Matrix Display (Red, Green, Amber)	$749.00	$666.24	180	30	US HW
Active	132-12	340341-MNT	D924A Matrix Display (Red, Green, Amber)	$89.88	$84.77	0	30	US HW MNT
Active	132-8	340401	D948R Matrix Display (Red)	$906.05	$805.93	180	30	US HW
Active	132-12	340401-MNT	D948R Matrix Display (Red)	$108.73	$102.54	0	30	US HW MNT
Active	132-8	340421	D948G Matrix Display (Green)	$1,145.75	$1,019.14	180	30	US HW
Active	132-12	340421-MNT	D948G Matrix Display (Green)	$137.49	$129.66	0	30	US HW MNT
Active	132-8	340441	D948A Matrix Display (Red, Green, Amber)	$1,357.78	$1,207.75	180	30	US HW
Active	132-12	340441-MNT	D948A Matrix Display (Red, Green, Amber)	$162.93	$153.65	0	30	US HW MNT
Active	132-8	340501	D972R Matrix Display (Red)	$1,341.65	$1,193.41	180	30	US HW
Active	132-12	340501-MNT	D972R Matrix Display (Red)	$161.00	$151.83	0	30	US HW MNT
Active	132-8	340521	D972G Matrix Display (Green)	$1,693.25	$1,506.16	180	30	US HW
Active	132-12	340521-MNT	D972G Matrix Display (Green)	$203.19	$191.62	0	30	US HW MNT
Active	132-8	340541	D972A Matrix Display (Red, Green, Amber)	$2,009.50	$1,787.46	180	30	US HW
Active	132-12	340541-MNT	D972A Matrix Display (Red, Green, Amber)	$241.14	$227.42	0	30	US HW MNT
Active	132-8	350301	D1632R Matrix Display (Red)	$822.75	$731.84	180	30	US HW
Active	132-12	350301-MNT	D1632R Matrix Display (Red)	$98.73	$93.11	0	30	US HW MNT
Active	132-8	350341	D1632A Matrix Display (Red, Green, Amber)	$1,397.00	$1,242.63	180	30	US HW
Active	132-12	350341-MNT	D1632A Matrix Display (Red, Green, Amber)	$167.64	$158.10	0	30	US HW MNT
Active	132-8	350401	D1664R Matrix Display (Red)	$1,459.50	$1,298.23	180	30	US HW
Active	132-12	350401-MNT	D1664R Matrix Display (Red)	$175.14	$165.17	0	30	US HW MNT
Active	132-8	350441	D1664A Matrix Dislay (Red, Green, Amber)	$2,596.25	$2,309.38	180	30	US HW
Active	132-12	350441-MNT	D1664A Matrix Dislay (Red, Green, Amber)	$311.55	$293.80	0	30	US HW MNT
Active	132-8	350501	D1696R Matrix Display (Red)	$2,086.75	$1,856.17	180	30	US HW
Active	132-12	350501-MNT	D1696R Matrix Display (Red)	$250.41	$236.15	0	30	US HW MNT
Active	132-8	370301	D917R Matrix Display (Red)	$407.30	$362.30	180	30	US HW
Active	132-12	370301-MNT	D917R Matrix Display (Red)	$48.88	$46.10	0	30	US HW MNT
Active	132-8	370401	D911R Matrix Display (Red)	$357.25	$317.77	180	30	US HW
Active	132-12	370401-MNT	D911R Matrix Display (Red)	$42.87	$40.43	0	30	US HW MNT
Active	132-8	99900329	TP31XX Floor Pedestal Assembly	$669.73	$595.73	180	30	US HW
Active	132-12	99900329-MNT	TP31XX Floor Pedestal Assembly	$80.37	$75.79	0	30	US HW MNT
Active	132-33	99900355	QTS4000 Q-MATIC Monitor Player Software License W/CD	$5,520.90	$4,910.86	180	30	US LIC
Active	132-33	QTS3000	Q-MATIC Monitor Administrator - Software Lic w/CD	$1,261.92	$1,122.49	180	30	US LIC
Active	132-34	QTS3000-MNT	Q-MATIC Monitor Administrator - Software Lic w/CD	$151.43	$142.81	0	30	US MNT
Active	132-33	QTS3100	Q-MATIC Monitor Admin Enterprise Software Lic w/CD	$3,680.60	$3,273.91	180	30	US LIC

Active	132-34	QTS3100-MNT	Q-MATIC Monitor Admin Enterprise Software Lic w/CD	$441.67	$416.51	0	30	US	MNT

immixTechnology, Inc.

a subsidiary of immixGroup

Authorized Information Technology Schedule Pricelist

GS-35F-0265X

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item Numbers (SIN)	Products/Services
132-8	Purchase of New Equipment
132-12	Equipment Maintenance
132-32	Term Software Licenses
132-33	Perpetual Software Licenses
132-34	Maintenance of Software as a Service
132-50	Training Courses
132-52	Electronic Commerce Services
132-53	Wireless Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-8 PURCHASE OF NEW EQUIPMENT

FSC Class 7010 .... System Configuration
- End User Computers/Desktop Computers
- Laptop/Portable/Notebook Computers
- Servers
- Optical and Imaging Systems

FSC Class 7025 ....Input/Output and Storage Devices
- Printers
- Display
- Network Equipment
- Other Communications Equipment
- Storage Devices including Magnetic Storage, Magnetic Tape Storage and Optical Storage
- Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC Class 7035 .... ADP Support Equipment
- ADP Support Equipment

FSC Class 7042 ...Mini and Micro Computer Control Devices
- Microcomputer Control Devices

FSC Class 5805 ....Telephone and Telegraph Equipment
- Telephone Equipment
- Audio and Video Teleconferencing Equipment

FSC Class 5810 ....Communications Security Equipment and Components
- Communications Security Equipment

FPDS Code N070... Other
- Installation
- Deinstallation
- Reinstallation

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC J070	Maintenance
FSC/PSC J058	Maintenance and Repair of Communication Equipment

SIN 132-32 - TERM SOFTWARE LICENSES

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 <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is catagorized under a difference SIN (132-34).

FSC Class 7030.................Information Technology Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces 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.

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

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 <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

FSC Class 7030.................Information Technology Software

NOTE: 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.

SIN 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SIN 132-50 - TRAINING COURSES (FPDS Code U012)

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES
FPDS Code D304..... Value Added Network Services (VANs)

SIN 132-53 - WIRELESS SERVICES
FPDS Code D304....................................Wireless Services (Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)
- Paging Services
- Cellular/PCS Voice Services

CONTRACTOR

immixTechnology, Inc.
8444 Westpark Drive
Suite 200
McLean, VA 22102
Phone: 703-752-0610
Email: iTechContracts@immixgroup.com

Contract Number:
GS-35F-0265X

Period Covered by Contract:
March 3, 2011 through **March 2, 2016**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # **Award**, dated **March 3, 2011**.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES
Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

Exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1.   GEOGRAPHIC SCOPE OF CONTRACT:

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

The Geographic Scope of Contract will be **domestic delivery** only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

a. Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

b. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

703-752-0610 or iTechcontracts@immixgroup.com

3. 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.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: **098692374**
Block 30: Type of Contractor is (B) Other Small Business
Block 31: Woman-Owned Small Business - **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): **54-1912608**
Block 40: Veteran Owned Small Business (VOSB): **N/A**

4a. CAGE Code: **3CA29**

4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within thirty (30) calendar days after receipt of order (ARO), unless set forth otherwise on Attachment B to this schedule pricelist appended hereto and incorporated herein.

b. 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.

7. DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

a. PROMPT PAYMENT: 0% - Net 30 days from receipt of invoice or date of acceptance, whichever is later.
b. QUANTITY. None unless otherwise specified in the pricelist.
c. DOLLAR VOLUME. None unless otherwise specified in the pricelist.
d. GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers.
e. OTHER. None unless otherwise specified in the pricelist.

8. 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.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not available within the scope of this contract.

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is $100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 - Equipment Maintenance
Special Item Number 132-32 - Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:
Special Item Number 132-50 - Training Courses

12. 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.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 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).

15. 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)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:
(1) manufacturer;
(2) manufacturer's Part Number; and
(3) Product categories.
Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

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

19. OVERSEAS ACTIVITIES

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

a. In place of an installation or delivery date for products, a shipping date shall be specified on the order.

b. Point of Exportation for all other overseas locations. In place of a delivery/installation date for equipment or software, a shipping date shall be specified on the order. The Contractor shall pay for shipment to a CONUS APO/FPO. At the option of the Ordering

Activity, F.O.B. will be Point of Origin, with freight prepaid and invoiced. Authorization for all shipping, export, and other charges must be included on the ordering activity order. All such charges are outside the scope of this contract.

c. All orders will be accepted on a case-by-case basis for requirements outside the basic geographic scope of this contract.

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the supplies and services offered in this contract will be supplied by Contractor or Manufacturer (see definition below) upon request via email at the following address: iTechContracts@immixGroup.com

The EIT standard can be found at: www.Section508.gov/.

![immixTechnology, Inc. — a subsidiary of immixGroup]

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

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

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

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

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

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

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or
(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

28. PARTIAL SHIPMENTS

Contractor will attempt to ship all orders complete, however, this is not always possible. Ordering Activities are advised that partial shipments may occur and Contractor will invoice partial shipments separately. The Ordering Activity must pay for each shipment as invoiced. If the Ordering Activity does not wish to accept a partial shipment, the agency should specify that the order is to ship complete on the Agency Purchase Order.

29. INTEGRATION

The Non-Disclosure provisions set forth in Section 9b.(7), the IP Infringement provisions set forth in Section 9b.(9) and the Limitation of Liability provisions set forth in Section 3c. of the Terms and Conditions Applicable to Term Software Licenses (Special Item Number 132-32), Perpetual Software Licenses (Special Item Number 132-33) and Maintenance as a Service (Special Item Number 132-34) of General Purpose Commercial Information Technology Software are hereby incorporated into and made a part of the terms applicable to all SINs.

30. GLOSSARY OF DEFINITIONS

a. **"Contractor"** means immixTechnology, Inc.

b. **"Contractor and its affiliates"** and **"Contractor or its affiliates"** refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

c. **"Manufacturer"** shall mean a manufacturer, supplier or producer of Equipment (as defined below) or a publisher or developer of Software or related Training Materials (as defined below) provided to Contractor through a letter of supply to be licensed or sold to Ordering Activities under this contract.

d. **"Ordering Activity"** shall mean, 1) any entity authorized to use GSA sources of supply and services as set forth in GSA Directive ADM 4800.2F or such later issued version, and 2) any entity acting on behalf of an Ordering Activity pursuant to a properly issued letter of authorization per Section 24 above – "Prime Contractor Ordering From Federal Supply Schedules" under Information for Ordering Activities applicable to All Special Item Numbers.

31. RESPONSIBILITIES OF CONTRACTOR

The parties understand and agree that Contractor acts as a reseller of all Equipment, Software, Documentation, and services offered under this contract. With regard to Equipment, Software, and Documentation, Contractor represents that it has the requisite right and authority under its reseller agreements with the Manufacturers to offer the products and grant the rights specified in this contract, and Manufacturers shall have no privity of contract with an Ordering Activity hereunder. With regard to services, while some or all of the services ordered hereunder may be physically performed by Manufacturer, Service Provider, or other third-party personnel (as is specified under applicable SINs) acting under a subcontract or similar arrangement with Contractor, and while the scope and price of such services are defined by the applicable provider's policies (such as Maintenance Services Policies, Electronic Commerce Service Policies, or Wireless Services plans), Contractor remains solely responsible to the Ordering Activity for all such performance.

TERMS AND CONDITIONS APPLICABLE T0 PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT(SPECIAL ITEM NUMBER 132-8)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

b. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. MATERIAL AND WORKMANSHIP

All Equipment furnished hereunder must substantially perform the function for which it is intended as set forth in the accompanying Documentation.

3. 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.

4. TRANSPORTATION OF EQUIPMENT

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

5. INSTALLATION AND TECHNICAL SERVICES

a. INSTALLATION. When the Equipment provided under this contract is not normally self-installable, the Contractor its Manufacturer or other authorized service provider'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, for such services are listed by Manufacturer, in the schedule pricelist.

b. OPERATING AND MAINTENANCE MANUALS. The Contractor or its Manufacturer shall furnish the Ordering Activity with one (1) copy of all Documentation, which is normally provided with the Equipment being purchased. For Documentation only available on-line, Contractor or its Manufacturer shall provide Ordering Activity access to such Documentation.

6. INSPECTION/ACCEPTANCE

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the applicable Manufacturer's Documentation. Therefore, items delivered shall be deemed accepted upon delivery to Ordering Activity's designated receiving facility. The Ordering Activity reserves the right to inspect or test any equipment that has been delivered. The Ordering Activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within the applicable warranty period as set

forth below; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

7. WARRANTY

a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Equipment and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Equipment or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

b. Limitation of Liability

i) Exclusion of Consequential Damages. **EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B) AS PROVIDED IN SUBSECTION (c)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

ii) Limitation of Direct Damages. Except for a) a claim of IP Infringement, hereunder, or b) as provided in subsection (c)(iii) below, the aggregate and cumulative liability of Contractor for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Equipment such liability shall be limited to fees paid for the relevant Equipment.

iii) Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

c. Inspection and repair of defective Equipment under this warranty may be performed, at the option of the Contractor, at a service facility/plant authorized by the Contractor. The Ordering Activity may not return defective Equipment to the Contractor, the Manufacturer or its authorized service provider for repair or replacement without prior consultation and instruction.

8. 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 (which shall not exceed the price agreed to at the time of award of the GSA Schedule contract, as may be revised from time to time through a contract modification agreed to and issued by the GSA Schedule contracting officer), or the Ordering Activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Provided, however, that the Ordering Activity shall only be

entitled to a lower price if the installation date is no longer than thirty (30) days after the date of order placement.

9. 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.

10. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, 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 (SPECIAL ITEM NUMBER 132-12)

1. GLOSSARY OF DEFINITIONS

a. **"Documentation"** shall mean Manufacturer's then current help guides, specifications and operating manuals issued by Manufacturer and made generally available by Manufacturer for the Equipment whether on-line or in hard copy.

b. **"Maintenance Services"** shall mean the services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

c. **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard maintenance and support offerings, policies and procedures for its Equipment, a copy of which is set forth in Attachment A to this schedule pricelist.

d. **"Equipment"** shall mean the computer hardware identified on Attachment B to this schedule pricelist.

2. SERVICE AREAS

a. The types/levels of maintenance, geographic scope of availability, and applicable rates vary by Manufacturer and are generally set forth in an applicable Manufacturer's Maintenance Services Policy. If any additional charge is to apply because of distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the Ordering Activity installation site, the repair services will be performed at the Contractor's, Manufacturer's or authorized service provider's plant(s).

3. MAINTENANCE ORDER

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

b. The Contractor shall honor orders for Maintenance Services for the duration of the contract period or a lessor period of time, for the Equipment shown in the schedule pricelist. Maintenance Services shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts

guarantee/warranty period associated with the purchase of Equipment. Orders for Maintenance Service shall not extend beyond the end of the contract period.

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

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

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

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

4. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

Repair service and repair parts/spare parts orders are not available under the scope of this schedule contract.

5. LOSS OR DAMAGE

a. When the Contractor, through the Manufacturer, or its authorized service provider removes equipment to its establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the Equipment is removed from the Ordering Activity installation, until the equipment is returned to such installation.

b. When Equipment is returned by Ordering Activity to the Contractor through the Manufacturer's or its authorized service provider's facility for repairs, the Ordering Activity shall be responsible for any loss or damage to the Equipment being returned by the Ordering Activity for repair. Contractor shall only be responsible for any loss or damage while the Equipment is at the Contractor's or its Manufacturer's or authorized service provider's facility and until it is returned to the Ordering Activity's location.

6. SCOPE

a. In exchange for the applicable fees, the Contractor, through the Manufacturer or its authorized service provider shall provide Maintenance Services for all Equipment listed herein, as requested by the Ordering Activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the Equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under Maintenance Service shall be in good operating condition.

(1)   In order to determine that the Equipment is in good operating condition, the Equipment shall be subject to inspection by the Contractor through the Manufacturer or its authorized service provider without charge to the Ordering Activity.

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

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

(4)   Contractor shall have no obligation to provide Maintenance Services for Equipment that has been modified by Ordering Activity, is in disrepair or subject to any other exclusions as set out in Manufacturer's Maintenance Services Policy.

7.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

a.   Ordering Activity personnel shall not perform maintenance or attempt repairs to Equipment while such Equipment is under the purview of a maintenance order, unless agreed to by the Contractor. The Ordering Activity will follow Contractor's designated procedures when returning Equipment to Contractor's, Manufacturer's or its authorized service provider's facility for repairs.

b.   Subject to security regulations, the Ordering Activity shall permit access to the Equipment, which is to be maintained or repaired by Contractor, Manufacturer or its authorized service provider .

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

8.   RESPONSIBILITIES OF THE CONTRACTOR

a.   For Equipment not covered by a maintenance contract or warranty, the Contractor, through the Manufacturer's or its authorized service provider's repair service personnel shall complete repairs as soon as reasonably possible after notification by the Ordering Activity that service is required.

b.   If the Ordering Activity task or delivery order specifies factory authorized/certified service personnel then the Contractor is obligated to provide such 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.

9.   MAINTENANCE RATE PROVISIONS

a.   For Equipment under monthly Maintenance Services, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the Equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the Ordering Activity.

b.   REGULAR HOURS. The basic monthly rate for each make and model of Equipment shall entitle the Ordering Activity to the Maintenance Services as set forth in the applicable Manufacturer's Maintenance Services Policy.

c.   AFTER HOURS. Should the Ordering Activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist or in the applicable Manufacturer's Maintenance Services Policy. Periods of less than one hour will be prorated to the nearest quarter hour.

d.   TRAVEL AND TRANSPORTATION. If any charge is to apply, over and above the regular maintenance rates, because of the distance between the Ordering Activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

e.   QUANTITY DISCOUNTS. Quantity discounts from listed Maintenance Services rates for multiple Equipment owned and/or leased by a Ordering Activity are not provided under this schedule contract unless otherwise specified by a Manufacturer in the pricelist.

10.   REPAIR SERVICE RATE PROVISIONS

Repair service rate fees and provisions for Equipment not under monthly Maintenance Services are not available under the scope of this schedule contract.

11.   REPAIR PARTS/SPARE PARTS RATE PROVISIONS

Repair parts/spare parts rate provisions after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

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

Guarantee/warranty-repair parts/spare parts after the expiration of the guarantee/warranty provisions are not available under the scope of this schedule contract.

13.   INVOICES AND PAYMENTS

Invoices for Maintenance Services 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.

Payment for Maintenance Services of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

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

1.   GLOSSARY OF DEFINITIONS

a.   **"Documentation"** shall mean Manufacturer's then current help guides, and manuals issued by Manufacturer and made generally available by Manufacturer for the Software whether on-line or in hard copy. Documentation shall include any updated Documentation that Manufacturer provides with any updates.

b.   **"Maintenance Services"** shall mean the Software maintenance and support services provided by Contractor through an applicable Manufacturer under this contract in accordance with the Manufacturer's then current Maintenance Services Policy.

c.   **"Maintenance Services Policy"** shall mean the commercial terms describing a Manufacturer's standard Software maintenance and support offerings, policies and procedures, a copy of which is located on Attachment A to this schedule pricelist.

d.   **"Software"** shall mean (i) the version of the computer program identified on Attachment B and (ii) updates to such programs.

2.   INSPECTION/ACCEPTANCE

The Contractor shall only deliver those items ordered that substantially conform to the requirements of this contract and the Software's Documentation. Therefore, items delivered shall be deemed accepted upon delivery. The Ordering Activity reserves the right to inspect or test any Software that has been delivered. The Ordering Activity may require repair or replacement of nonconforming Software at no increase in contract price. The Ordering Activity must exercise its post-acceptance rights (1) within the warranty period as set forth below; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

3.   GUARANTEE/WARRANTY

a.   Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for Software and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided with the Software or Documentation, the parties understand and agree that such warranties, exclusions and disclaimers follow the applicable Manufacturer's standard commercial warranties, exclusions and disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the Ordering Activity for all compliance, service and remedies thereunder.

b.   Limitation of Liability.

i)   Exclusion of Consequential Damages. **EXCEPT FOR A) A CLAIM OF IP INFRINGMENT HEREUNDER, OR B) AS PROVIDED IN (c)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES** provided however, that in the event Ordering Activity makes unauthorized copies of the Software, Contractor shall be entitled to recover the full amount of any license fees that would relate to such copies.

ii)   Limitation of Direct Damages. Except for a) a claim of IP Infringement hereunder, or b) as provided in (c)(iii) below, the aggregate and cumulative liability of Contractor and licensors for damages hereunder shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such liability, and if such damages relate to particular Software or Maintenance Services, such liability shall be limited to fees paid for the relevant Software or Maintenance Services giving rise to the liability.

iii)   Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government's right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

4.   TECHNICAL SERVICES

A hot line technical support number for the purpose of providing user assistance and guidance to the Ordering Activity in the implementation of the Software may be provided as part of Maintenance Services.

5.   SOFTWARE MAINTENANCE

a.   Software maintenance as it is defined:

1.   Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

2.   Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are

charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b.   If purchased by Ordering Activity, Contractor, through the applicable Manufacturer, shall provide Maintenance Services for the Software pursuant to the applicable Manufacturer's then current Maintenance Services Policy. Fees or rates for such Maintenance Services are set forth in Attachment B.

c.   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) for Maintenance as a Service. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6.   PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

a.   The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b.   Term licenses and/or maintenance may be discontinued by the Ordering Activity on thirty (30) calendar days written notice to the Contractor.

c.   Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

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

e.   Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance 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.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Conversion from term licenses to perpetual licenses for any or all Software is not available under the scope of this contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

8.   TERM LICENSE CESSATION

If a term Software license granted hereunder terminates for any reason, Ordering Activity shall (i) cease using the applicable Software, Documentation, and related Confidential Information, and (ii) certify to Contractor within thirty (30) days after termination that Ordering Activity has destroyed, or has returned to Contractor or its Manufacturer the Software, Documentation,

related Confidential Information of Contractor and all copies thereof, whether or not modified or merged into other materials.

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

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

b.   When acquired by the Ordering Activity, commercial computer Software and related Documentation shall be subject to the following:

(1)   Title to and ownership of the Software and Documentation shall remain with the Contractor or its Manufacturer or licensors, unless otherwise specified. Contractor and its Manufacturers reserve all rights in and to the Software and Documentation not expressly granted to Ordering Activity herein.

(2)   United States Government Legends. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer's standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.

Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in the applicable Manufacturer's commercial license terms, a description of which is set forth on Attachment A to this schedule pricelist and incorporated herein.

Notwithstanding the forgoing, Contractor acknowledges and agrees that Ordering Activity shall have the minimum restricted rights as set forth in b(4) below.

(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; and to copy computer Software for safekeeping (archive) or backup purposes; 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.

(6) The Software and Documentation hereunder is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer Software (or commercial computer software Documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer Software (or commercial computer Software Documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

(7) **Nondisclosure.** Ordering Activity may have access to information that is confidential to Contractor or its Manufacturers ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Contractor's Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that Contractor is obligated to treat as confidential.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information In addition, if Ordering Activity recommends to Contractor additional features, functionality, or performance or if Contractor retains generalized information hereunder that Contractor or its Manufacturer subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants Contractor a worldwide, non-exclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of Contractor or its Manufacturer and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon Contractor pursuant to this section.

Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without Contractor's prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions. Ordering Activity acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this section, and that such breach would cause irreparable harm to Contractor; therefore, Contractor shall be entitled to seek immediate injunctive relief, in addition to whatever remedies it might have at law or under these terms and conditions.

(8) **Verification.** At Contractor's written request, but not more frequently than annually, Ordering Activity shall furnish Contractor with a document signed by Ordering Activity's authorized representative verifying that the Software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to an Ordering Activity's security requirements (including, but not limited to, use of cleared personnel, badging and other requirements). Contractor reserves the right to audit Ordering Activity's use of the Software no more than once annually at Contractor's expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at Ordering Activity's facilities and shall not unreasonably interfere with Ordering Activity's business.

(9) **Intellectual Property Infringement.** If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriate any trade secret ("IP Claim"); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor's cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; *provided that:* (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering Activity's receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor's request and expense, with the assistance, information and authority necessary to perform Contractor's obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor's entire liability and Ordering Activity's exclusive remedy for any claim of infringement.

(10) **Delivery.** All Software and Documentation provided by Contractor hereunder shall be deemed to be delivered by Contractor: 1) Upon physical delivery, or 2) Once the Software is made available to Ordering Activity via electronic download by provision of a license key, link to a website, FTP site or similar site from which the Ordering Activity can electronically download or otherwise access the Software and Documentation.

10.   SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Conversion from one version of the Software to another such as the result of a change in operating system, or from one computer system to another is not available under the scope of the contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

11.   DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

For information concerning supported hardware or compatibility requirements the Ordering Activity is advised to contact the Contractor or the applicable Manufacturer.

12.   RIGHT-TO-COPY PRICING

Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.

immixTechnology, Inc.
a subsidiary of immixGroup

1. GLOSSARY OF DEFINITIONS

a. **"Training Materials"** shall mean the, manuals, handbooks, texts, handouts, etc. normally provided with course offerings.

b. **"Training Catalog"** shall mean the document setting out a description of the training services and courses offered along with the related policies and procedures in regard to such training.

2. SCOPE

a. The Contractor through the Manufacturer 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 this solicitation.

b. The Contractor shall provide training at the Contractor's or Manufacturer's facility and/or at the Ordering Activity's location, as agreed to by the Contractor and the Ordering Activity.

3. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

4. TIME OF DELIVERY

The Contractor or its Manufacturer shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Ordering Activity.

5. CANCELLATION AND RESCHEDULING

a. Terms and conditions governing a Manufacturer's cancellation and rescheduling policies are as set forth in the applicable Manufacturer's Training Catalog.

b. The Ordering Activity reserves the right to substitute one student for another up to the first day of class.

c. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the Ordering Activity, Contractor must notify the Ordering Activity at least seventy-two (72) hours before the scheduled training date.

6. FOLLOW-UP SUPPORT

Follow-up support to training courses is not available under the scope of this schedule contract unless expressly set forth in an applicable Manufacturer's Training Catalog and, in that case, follow-support shall be provided as stated therein.

7. PRICE FOR TRAINING

The price that the Ordering Activity will be charged will be the Ordering Activity training price in effect at the time of order placement, or the Ordering Activity price in effect at the time the training course is conducted, whichever is less.

8. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Ordering Activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

9. FORMAT AND CONTENT OF TRAINING

a. The Contractor or its Manufacturer shall provide the Training Materials normally provided with course offerings. Unless stated otherwise in an applicable Manufacturer's Training Catalog, such documentation will become the property of the student upon completion of the training class, provided, however, Contractor and or its Manufacturer shall retain all right, title and interest to the intellectual property rights contained therein (e.g., copyrights) and provided further, however, that such Training Materials shall be considered the Confidential Information of Manufacturer and subject to the non-disclosure provisions set forth above in the terms applicable to SINs 132-32, 132-33 and 132-34 .

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Training Catalog shall provide most of the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those 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. Contractors cannot use GSA city pair contracts. 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.

10. "NO CHARGE" TRAINING

"No charge" training is not available under the scope of this schedule contract.

*TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE (EC) (SPECIAL
IDENTIFICATION NUMBER 132-52)*

1.   GLOSSARY OF DEFINITIONS

a.   **"Service Provider"** shall mean a provider of the Electronic Commerce Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

b.   **"Statement of Work"** shall mean the mutually agreed upon document between Contractor and Ordering Activity setting forth the description of services to be performed including milestones, any specifications and evaluation criteria.

2.   SCOPE

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

b.   The Contractor, through Service Provider, shall provide services at a location, as agreed to by the Contractor and the Ordering Activity.

3.   PERFORMANCE INCENTIVES I-FSS-60
Performance Incentives (April 2000)

a.   Performance incentives may be agreed upon between the Contractor and the Ordering Activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

b.   The Ordering Activity must establish a maximum performance incentive price for the services and/or total solutions on individual orders or Blanket Purchase Agreements.

c.   Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, Ordering Activities shall consider establishing incentives where performance is critical to the Ordering Activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

4.   ORDER

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

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

5.   PERFORMANCE OF SERVICES

a.   The Contractor shall commence performance of services on the date agreed to by the Contractor and the Ordering Activity.

b.   The Ordering Activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

c.   Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6.   STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a.   The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
i)   Cancel the stop-work order; or
ii)   Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b.   If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

c.   The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

d.   The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

e.   If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

7.   INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (MAY 2001) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

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. If the end product (i.e., deliverable) of a Statement of Work is custom developed software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

9.   RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the Ordering Activity shall permit Contractor access to all facilities necessary to perform the

requisite EC Services.

10. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Ordering Activity.

11. ORGANIZATIONAL CONFLICTS OF INTEREST

a.   Definitions.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed Ordering Activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b.   To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering Activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

12. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the Ordering Activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

13. PAYMENTS

a.   For firm-fixed price orders the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

b.   The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

c.   The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
  i)   The offeror;
  ii)   Subcontractors; and/or

iii)   Divisions, subsidiaries, or affiliates of the offeror under a common control.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the Ordering Activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The Ordering Activity understands that Contractor, as an authorized reseller, will ultimately subcontract or furnish any of the work called for in a task order or Statement of Work through an applicable Service Provider.

16. DESCRIPTION OF ELECTRONIC COMMERCE (EC) SERVICES AND PRICING

a.   A description of each type of EC Service offered under Special Item Numbers 132-52 E-Commerce is set forth in Attachment A. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other Ordering Activity customers.

b.   Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, unit prices and/or fixed prices.

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TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES (SPECIAL ITEM NUMBER 132-53)

1.   GLOSSARY OF DEFINITIONS

a.   **"Service Provider"** shall mean a provider of the Wireless Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.

2.   ACCEPTANCE TESTING

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

3.   EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

4.   WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty.

The warranty shall commence upon the later of the following:

a.   Activation of the user's service

b.   Installation/delivery of the equipment
The Contractor, by repair or replacement of the defective item, shall use reasonable commercial efforts to complete all warranty services promptly upon notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

5.   MANAGEMENT AND OPERATIONS PRICING

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

6.   TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system at the prices specified in Attachment B.

7.   MONTHLY REPORTS

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

8.   WIRELESS SERVICE PLAN

The wireless service plans offered by Contractor hereunder are listed by applicable Service Provider in Attachment A.

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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts.

SUGGESTED FORMATS FOR BLANKET PURCHASE AGREEMENTS

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

_____
Ordering Activity   Date

_____
Contractor   Date

BPA NUMBER_____

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1)   The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:
MODEL NUMBER/PART NUMBER

_____
_____
_____

*SPECIAL BPA DISCOUNT/PRICE

_____
_____
_____

(2)   Delivery:

DESTINATION

_____
_____
_____

DELIVERY SCHEDULES / DATES

_____
_____
_____

(3)   The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4)   This BPA does not obligate any funds.

(5)   This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6)   The following office(s) is hereby authorized to place orders under this BPA:

OFFICE

_____
_____
_____

POINT OF CONTACT

(7)   Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8)   Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
(a)   Name of Contractor;
(b)   Contract Number;
(c)   BPA Number;
(d)   Model Number or National Stock Number (NSN);
(e)   Purchase Order Number;
(f)   Date of Purchase;
(g)   Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h)   Date of Shipment.

(9)   The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10)   The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.
These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.
Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.
Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.
Customers should refer to FAR 9.6 for specific details on Team Arrangements.
Here is a general outline on how it works:

*   The customer identifies their requirements.

*   Federal Supply Schedule Contractors may individually meet

the customers needs, or -

*   Federal Supply Schedule Contractors may individually

submit a Schedules "Team Solution" to meet the customer's

requirement.

*   Customers make a best value selection.

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ATTACHMENT A
CONRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INSTRUCTIONS: Select the Manufacturer whose supplemental pricelist information and terms you want to view.

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ACCESS DATA

ACCESS DATA LICENSE, WARRANTY AND SUPPORT TERMS

SOFTWARE. The capitalized term "Software" means the AccessData® software together with any and all related documentation ("Documentation"), enhancements, upgrades, and updates that may be provided to Ordering Activity by Contractor. This includes, but is not limited to, the following Software applications: Forensic Toolkit® (FTK®), FTK Imager, Password Recovery Toolkit® (PRTK®), Distributed Network Attack® (DNA®), Registry Viewer®, Forensic Toolkit Asia (FTK Asia), Language Selector, License Manager, KFF database and all Rainbow Tables.

LICENSE GRANT. Contractor hereby grants to Ordering Activity, and Ordering Activity accepts, a non-exclusive, non-transferable, limited license, without right to sublicense, to use the Software, in object-code-only form, and Documentation. The Software may be used only on a single computer owned, leased, or otherwise controlled by Ordering Activity; or, in the event of the inoperability of that system, on a backup system selected by Ordering Activity. Concurrent use of the Software on two or more systems or by multiple users is not authorized without the advance written consent of Contractor and the payment of additional license fees. Ordering Activity agrees that it will not assign, sublicense, transfer, pledge, lease, rent, or share its rights under this License.

Upon loading the Software into Ordering Activity's system, Ordering Activity may retain the media for backup purposes. In addition, Ordering Activity may make one copy of the Software on a second set of media for the purpose of backup in the event that the original media is damaged or destroyed. Any such copies of the Software shall include Access Data's copyright and other proprietary notices. Except as authorized under this paragraph, no copies of the Software or any portions thereof may be made by Ordering Activity or any person under Ordering Activity authority or control.

PROHIBITED ACTIONS. Ordering Activity may not (a) translate, disassemble, decompile or otherwise reverse engineer the Software, (b) create derivative works based upon the Software, (c) transfer, export, rent, lease, sublicense, distribute, copy, reproduce, timeshare, commercialize or otherwise exploit the Software or any portion thereof, (d) allow any third party to access or use the Software, (e) modify the Software (including any deletion of code from or addition of code to the Software), (f) remove any copyright notice, trademark, or service mark from the Software, (g) use the Software to support, enhance or maintain any third party's use of the Software, or (h) or use the Software in any manner that misappropriates or infringes the rights of another.

TERM AND TERMINATION. Ordering Activity may terminate this License at any time by returning the entire Software, including the media, Software and Documentation, and other paraphernalia and all copies thereof and extracts therefrom, to Contractor and by erasing all copies of the software that may be located on any systems owned or controlled by Ordering Activity or upon which Ordering Activity knows a copy of the Software has been placed.

LIMITED WARRANTY. Contractor warrants, for Ordering Activity's benefit alone, that the media in which the Software is embedded shall, for a period of sixty (60) days from the date of Licensee's purchase of the Software (referred to as the "Warranty Period"), be free from defects in material and workmanship. Licensor further warrants, for your benefit alone, that during the Warranty Period the Software shall operate substantially in accordance with the then-current Documentation supplied therewith. If, during the Warranty Period, a defect in the Software or media appears, You may return the Software to Licensor personally or by mail to AccessData, 384 South 400 West, Suite 200, Lindon, Utah 84042, with written instructions for replacement.

ORDERING ACTIVITY'S REMEDY FOR BREACH BY CONTRACTOR OF ANY WARRANTIES MADE UNDER THIS LICENSE. EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, THE SOFTWARE, MEDIA, AND DOCUMENTATION ARE LICENSED "AS IS," AND LICENSOR DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE MAY NOT APPLY TO YOU.

ACCESSDATA SUPPORT POLICY

RESPONSE TIMES TELEPHONE, WEB AND EMAIL SUPPORT
The Initial Acknowledgement represents the maximum length of time allowed for the Support Technician to acknowledge receipt of Ordering Activity support request and route the request to the appropriate person for resolution.

The following outlines the maximum length of time allowed for Initial Acknowledgement to occur:

Communication Type	Initial Acknowledgement
Telephone	80% of phone calls during business hours will receive immediate voice contact with Support Technicians.
Voice-Mail	Customers who leave a voice-mail for Support will receive a return call within (8) business hours.
Web / Support Center	Assigned to Support

	Technician within (8) business hours.
E-Mail	Assigned to Support Technician within (8) business hours.

For purposes of this Support Policy only, "Business Hours" shall mean the following Mountain Standard/Daylight Times: Monday – Friday, 7:00 a.m. through 6:00 p.m. excluding national holidays in the United States.

ON-LINE SUPPORT
Contractor through the AccessData's On-Line Support Center provides the following capabilities:
• Access via Web to Knowledge Base articles and solutions
• Report product defects via Web
• Submit Feature Requests / Enhancements via Web
• Access downloads for product updates
• Access product documentation
• Incident Ticket submission via the Web
• Incident submission via e-mail

AccessData software products are managed according to a product life-cycle management program with planned and scheduled updates. Ordering Activity subscribers receive these software Updates and Releases at no charge and will receive notice of such improvements.

ESCALATION PROCEDURE
If Ordering Activity reasonably believes that the incident report has not received the appropriate response (as stated within this policy), the Ordering Activity may request escalation.

The following personnel will be made aware of the matter and respond personally to Customer in the following time frame:

• 72 hours after reporting defect: AccessData Technical Support Director
• 96 hours after reporting defect: AccessData Vice President, Sales

Contractor reserves the right to require customers to become fully current for all previous years of unpaid support up to a maximum cost limited to the price of a new license.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ALTOBRIDGE

ALTOBRIDGE LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE

Where the Software is pre-installed on Altobridge equipment, Contractor hereby grants to Ordering Activity a non-exclusive, non-transferable licence to use the Software for Ordering Activity's own internal purposes on the terms and subject to the conditions of this Attachment A. Ordering Activity may for Ordering Activity's own internal purposes only
   (i)   use one copy of the Software on the Altobridge equipment on which the Software was supplied; and
   (ii) make a single copy of the Software for back-up purposes.

Where Ordering Activity buy standalone Software, Contractor hereby grants to Ordering Activity a non-exclusive, non-transferable licence to use the Software for Ordering Activity's own internal purposes on the terms and subject to the conditions of this Attachment A. Ordering Activity may
   (i)   use one copy of the Software on one machine for use by up to ten (10) users; and
   (ii) make a single copy of the Software for back-up purposes.

INTEGRITY OF DATA

Ordering Activity agrees that Ordering Activity is the best judge of the value and importance of the data held on Ordering Activity's computer, data processing and telecommunications systems and that Ordering Activity will be solely responsible for:
   (i)   instituting and operating all necessary back-up procedures, for Ordering Activity's own benefit, to ensure that data integrity can be maintained in the event of loss of data for any reason; and
   (ii) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

WARRANTIES

Except as expressly provided herein, all conditions and warranties (express or implied, statutory or otherwise) are excluded by Contractor. Without prejudice to the generality of the foregoing, Contractor does not warrant that the Software will achieve any intended result or that the operation by Ordering Activity of the Software will be uninterrupted or error free.

For the avoidance of doubt, Contractor shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:
   (a)   any use of the Software by Ordering Activity other than in accordance with the terms of Attachment A;
   (b)   use of the Software for a purpose for which it was not designed;
   (c)   any temporary or permanent reproduction by any means and in any form, in whole or in part, of the Software;
   (d)   any reverse assembly, reverse compilation, reverse engineering or adaptation of the whole or part of the Software;
   (e)   alteration, modification, adjustment, translation, adaptation or enhancement made by Ordering Activity to the Software or any combination, connection, operation or use of the Software with any other equipment, software or documentation;
   (f)   any dissemination, sale, hire, lease offer or exposure for sale or distribution of the Software;
   (g)   any item of third party hardware or software, even if forming part of the Software or if Contractor has recommended such third party hardware or software;
   (h)   any breach by Ordering Activity of Ordering Activity's obligations under Attachment A or of Contractor's intellectual property rights; or
   (i)   any act, omission, negligence, fraud or default of or by Ordering Activity or Ordering Activity's officers, employees, agents or contractors.

This Attachment A sets out Ordering Activity's remedy and Contractor's liability in respect of any breach of warranty.

PRODUCT WARRANTIES

Contractor warrants that the Products shall for a period of three hundred sixty five (365) days from the date of delivery substantially conform to the relevant specifications therefore published by Contractor. Any third party product which is purchased from Contractor shall carry the original supplier's warranties unless stated otherwise by Contractor.

Where there is a breach of the warranty, Ordering Activity's remedy and Contractor's liability shall be, at the option of Contractor, replacement of the Product; or repair of the Product to Contractor's satisfaction provided that Ordering Activity has notified Contractor and returned the Product within fifteen (15) days from the expiration of the warranty period. If Contractor in its reasonable judgement is not able to exercise any of the options set out within sixty (60) days from the date it received the returned Products, then Contractor shall accept return of the Product(s) in question and return all Charges paid by Ordering Activity in respect of the returned Product.

Except as expressly provided herein, all conditions and warranties (express or implied, statutory or otherwise) are excluded by Contractor including without limitation any warranties implied by the Sale of Goods Act, 1892 as amended by the Sale of Goods and Supply of Services

Act 1980. Without prejudice to the generality of the foregoing, Contractor does not warrant that the Products will achieve any intended result or that the operation by Ordering Activity of the Products will be uninterrupted or error free.

For the avoidance of doubt, Contractor shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:

(a) any use of the Products by Ordering Activity other than in accordance with the terms of this Attachment A;

(b) use of the Products for a purpose for which they were not designed;

(c) any temporary or permanent reproduction by any means and in any form, in whole or in part, of the Software;

(d) any damage to the Products whilst in transit;

(e) any reverse assembly, reverse compilation, reverse engineering or adaptation of the whole or part of the Products;

(f) alteration, modification, adjustment, translation, adaptation or enhancement made by Ordering Activity to the Products or any combination, connection, operation or use of the Products with any other equipment, software or documentation;

(g) any dissemination, sale, hire, lease offer or exposure for sale or distribution of the Products;

(h) any instructions or specification issued by Ordering Activity to Contractor;

(i) any item of third party hardware or software, even if forming part of the Products or if Contractor has recommended such third party hardware or software;

(j) any breach by Ordering Activity of its obligations under this Attachment A; or

(k) any act, omission, negligence, fraud or default of or by Ordering Activity or its officers, employees, agents or contractors.

This Attachment A sets out Ordering Activity's remedy and Contractor's liability in respect of any breach of warranty.

SOFTWARE MAINTENANCE

For purposes of this Attachment A, Software maintenance shall include the following: Contractor through Altobridge will provide the Software Support Services described below with respect to the unmodified, baseline Software as originally delivered by Altobridge and as updated by Altobridge Upgrades (as defined below) provided under this Attachment A (the "Baseline Software"). Unless otherwise specified, Altobridge will provide Baseline Support Services only with respect to the two (2) most current Releases of the Baseline Software. Performance of the Baseline Support Services is expressly conditioned upon:

(i) timely payment of all amounts due for all preceding Terms and the then current Term, and

(ii) Ordering Activity's incorporating each Upgrade into the Software within one hundred eighty (180) days after receiving the Upgrade from Altobridge.

The Baseline Support Services are as follows: Contractor through Altobridge will correct any material deviation of the Baseline Software from its technical documentation (an "ERROR"). If Ordering Activity comes to believe that the Baseline Software contains and Error, Ordering Activity will inform Altobridge in writing, in accordance with Altobridge's reporting procedures, describing the alleged Error in sufficient detail to allow Altobridge to recreate it. Altobridge will respond after receiving the request, and will provide assistance to Ordering Activity with respect to the Error. Altobridge will correct any error in the Baseline Software by either (at Altobridge's sole election) providing corrected code to Ordering Activity or by correcting the Error in the next subsequent Upgrade to the Baseline Software. If Altobridge determines that a reported problem is attributable to a cause other than a material deviation of the Baseline Software from its technical documentation, then Ordering Activity will pay for Altobridge's work on a time-and materials basis as provided. Altobridge will provide toll-free telephone support for the Baseline Software to Ordering Activity's Primary Contact and Alternate Contact during the Principal Period of Maintenance. The toll-free telephone support is only for Errors in the Baseline Software; it is not a help desk function. Help desk service is available separately on a time and materials basis.

Contractor through Altobridge will provide, at no charge to Ordering Activity, any Upgrade to the Software that Altobridge makes generally available at no charge to its other licensees. "Upgrades" are new Versions and Releases of the Software. A new "Version" is a major enhancement to, or next generation of, the Software that adds substantial new features or other significant changes. A new "Release" means a software upgrade that adds new features and corrects Errors. Altobridge will inform Ordering Activity of any free upgrades that are made available to any third party software products that Ordering Activity and Altobridge will jointly determine whether implementation of any such upgrade is necessary. Altobridge will provide Ordering Activity with installation instructions for any upgrade that Ordering Activity and Altobridge mutually determine should be implemented. Ordering Activity acknowledges that the Baseline Support Services do not include any support of, upgrades to or other services related to any third party products.

Software Maintenance does not include the following Out-of-Scope Software Support Services. Out-of-Scope Software Support Services include, without limitation:

Identification and correction of problems other than Errors in the Baseline Version of the Software. This includes but is not limited to (a) installation, integration, or testing of Upgrades; (b) support necessary due to changes in Ordering Activity's environment; (c) data communications problem solving; (d) developing, supporting, or maintaining custom software or application programs (custom systems development, if any, will be governed by a separate agreement between Contractor and Ordering Activity); (e) interface problems or any assistance with respect to third party software which is not part of the Baseline Version of the Software; (f) integrating Ordering Activity specific functionality into Upgrades to the Baseline Version of the Software; (g) support or problems arising with or related to Ordering Activity's legacy systems;

(i) On-site support including for day-to-day operations and training Ordering Activity personnel in the use of the Software;

(ii) Support or maintenance generally attributable to network, system, or database administration. This may include but not be limited to (a) backup or restoration of Ordering Activity data; (b) database tuning required by production loads; (c) network and infrastructure related issues that negatively affect response times and that do not appear until significant production activity occurs

on the system; (d) any problems arising with or related to Ordering Activity's mainframe computer, underlying operating system or wide area network communications system.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ANAKAM, INC.

ANAKAM LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Affiliate(s)" shall mean, with respect to the Ordering Activity entity signing this Attachment A: (1) all business units and divisions of the entity signing this Attachment A, or the parent(s) of the entity signing the Attachment A, and (2) any entity controlled by, controlling, or under common control with the entity signing this Attachment A. Such entity shall be deemed to be an "Affiliate" only so long as such control exists. Upon request, Ordering Activity agrees to confirm the Affiliate status of a particular entity.

"Ancillary Program(s)" shall mean the third party materials delivered with the Programs as specified in one or more Order Forms or the Documentation.

"Commencement Date" shall mean the date on which the Program(s) specified in an Order Form is first delivered to Ordering Activity.

"Documentation" shall mean Anakam's then current on-line help, guides, and manuals published by Anakam and made generally available by Anakam for the Programs. Documentation shall include any updated Documentation that Anakam provides with Updates.

"Maintenance Services" shall mean the services provided by Anakam pursuant to its then current Maintenance Services Policy.

"Order Form(s)" shall mean a document by which Ordering Activity orders Program licenses and related Services and which is executed by the parties. Each Order Form shall incorporate this Attachment A by reference.

"Program(s)" shall mean (i) the version of the Anakam software identified as Program(s) specified in an Order Form, and (ii) Updates to such Programs. Programs shall not include Ancillary Programs.

"Services" shall mean all services provided by Anakam under this Attachment A, including Maintenance Services.

"Anakam Materials" shall mean any materials provided to Ordering Activity by Anakam in the course of performing Services other than Maintenance Services.

"Supported Platform" shall mean the hardware and software platforms (e.g., database server systems, application server systems, and client systems) that operate with the Programs as expressly set forth in the Documentation.

"Update(s)" shall mean (a) subsequent releases of the Programs that Anakam makes generally available to its customers who are current on their Maintenance Services fees, and that (i) add new features, functionality, and/or improved performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; (b) bug or Error fixes, patches, Workarounds, and maintenance releases; (c) new point releases, including those denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1), and (d) new major version releases, regardless of the version name or number, but including those denoted by (i) a change to the left of the first decimal point (e.g., v5.0 to 6.0) and/or (ii) the addition of a date designation or a change in an existing date designation (e.g., v1999 to 2000); provided, however that Updates shall not include new or separate products which Anakam offers only for an additional fee to its customers generally, including those customers purchasing Maintenance Services.

"User(s)" shall mean the named or specified (by password or other user identification) individuals authorized by Ordering Activity to use Programs, regardless of whether the individual is actively using the Programs at any given time. Ordering Activity may replace authorized Users as necessary to reflect personnel changes provided that the number of individuals authorized to use the Programs does not exceed the maximum number of authorized Users at any time. The maximum number of Users that may use or access the Programs is specified in the Order Form. Users may include the employees of Ordering Activity or third parties; *provided* that such third party is limited to use of the Programs (i) only as configured and deployed by Ordering Activity, and (ii) solely in connection with Ordering Activity's internal business operations as conducted by or through such third party, including but not limited to the installation, administration or implementation of the Programs for Ordering Activity. Ordering Activity agrees that it is responsible for ensuring that any usage by its employees and any such third parties is in accordance with the terms and conditions of this Attachment A.

PROGRAM LICENSE

License Grant. Subject to the terms and conditions of this Attachment A, Contractor grants Ordering Activity the following worldwide, nontransferable, non-exclusive license to use ANAKAM.TFA™ TWO-FACTOR AUTHENTICATION SOLUTION TECHNOLOGY and other related documentation (collectively the "Technology"), solely for the purpose of aiding Ordering Activity in the attempted prevention of fraudulent online account access to Ordering Activity's web portal solution: (i) to use the Programs and Ancillary Programs subject to all of the terms of this Attachment A; (ii) to use the Documentation as provided therein solely for purposes of supporting Ordering Activity's use of the Programs; (iii) to use the Programs that are development tools (i.e., the Anakam Tools Programs) solely in accordance with the Documentation to create materials that may be used solely with the Programs; (iv) to use the Anakam Materials solely for purposes of installing or operating the Programs; (v) to install, integrate, and implement the Programs and Ancillary Programs or to have third parties do so for the Ordering Activity; (vi) to use the Ancillary Programs only in combination with the Programs and solely for purposes of installing or

operating the Programs; (vii) to copy and to use, and to allow its Users to copy and to use, screen shots from the Programs licensed by Ordering Activity hereunder for the sole purpose of incorporating such screen shots into written end-user training materials prepared by Ordering Activity or a third party who is one of Ordering Activity's Users solely to train Ordering Activity's Users in the use of such Programs; (viii) to copy the Programs, Ancillary Programs and Documentation as reasonably necessary to support the maximum number of Users; and (ix) to make a reasonable number of additional copies of the Programs, Ancillary Programs, and Documentation solely for archival, emergency back-up, or disaster recovery purposes. With respect to any and all copies of the Programs, Ancillary Programs, and Documentation, Ordering Activity shall ensure that each copy contains all titles, trademarks, and copyright and restricted rights notices, and all such copies shall be subject to the terms and conditions of this Attachment A. THIS SOFTWARE LICENSE AND SERVICES ATTACHMENT A IS NOT A SALE OF THE TECHNOLOGY. Contractor retains exclusive title and ownership in the Technology and all rights therein, except for those expressly granted by this Attachment A. Ordering Activity may not use (or cause to be used) the Technology for rental, as part of a service bureau, or for any similar purpose that purports to permit direct use by a third party. Ordering Activity may not download any of the Technology or data, other than explicitly downloadable forms, for any purpose, or otherwise convert the information and data contained in the Technology, without first obtaining Contractor's express written permission. If Ordering Activity desires to sell, license or otherwise commercially exploit any of the data, information, or intellectual property contained in the Technology, Ordering Activity must obtain a special, additional, express license from Contractor for that purpose. Ordering Activity may not modify, loan, distribute, or create derivative works, as that term is used in the copyright laws of the United States, anywhere in the world based upon the Technology in whole or in part. Sublicensing, assignment, transfer, or alienation of the Technology is prohibited.

License Restrictions. The rights granted in Attachment A are subject to the following restrictions: (i) Ordering Activity may not use the Ancillary Programs as stand-alone applications; (ii) Ordering Activity may not reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code of the Programs or Ancillary Programs; provided that, if required under applicable law, upon Ordering Activity's request, Contractor shall provide information necessary for Ordering Activity to achieve interoperability between the Programs and other software for a nominal administrative charge; (iii) Ordering Activity may not sublicense or use the Programs or Ancillary Programs for commercial time-sharing, rental, outsourcing, or service bureau use, or to train persons other than Users, unless previously agreed to in writing by Contractor; and (iv) Ordering Activity shall not use the Programs that are development tools for general application development purposes.

Retention of Rights. Contractor reserves all rights not expressly granted to Ordering Activity in this Attachment A. Without limiting the generality of the foregoing, Ordering Activity acknowledges and agrees that: (i) except as specifically set forth in this Attachment A, Contractor and its suppliers retain all rights, title and interest in and to the Programs, Ancillary Programs, Documentation, and Anakam Materials, and Ordering Activity does not acquire any right, title, or interest to the Programs, Ancillary Programs, Documentation, or Anakam Materials except as set forth herein, and (ii) any configuration or deployment of the Programs or Ancillary Programs shall not affect or diminish Contractor's rights, title, and interest in and to the Programs or Ancillary Programs. Nothing in this Attachment A shall limit in any way Contractor's right to develop, use, license, create derivative works of, or otherwise exploit the Programs and the Ancillary Programs, or to permit third parties to do so.

SERVICES

Maintenance Services for Programs. Ordering Activity agrees to purchase Maintenance Services for the period specified in the applicable Order Form for each Program licensed pursuant to this Attachment A. Contractor through Anakam shall provide Maintenance Services for the Programs pursuant to its then current Maintenance Services Policy.

Use of Third Parties to Purchase Services. Ordering Activity may authorize third parties to purchase Services from Contractor on its behalf provided that all such Services are provided under the terms of this Attachment A.

LIMITED WARRANTIES AND DISCLAIMERS

Program Warranty. Contractor warrants for one (1) year from the Commencement Date that each Program will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation on a Supported Platform.

Media Warranty. Contractor warrants for ninety (90) days from the Commencement Date that the media upon which Contractor delivers Programs to Ordering Activity will be free of defects in materials and workmanship under normal use.

Services Warranty. Contractor warrants for ninety (90) days from the performance of any Services by Contractor pursuant to this Attachment A, including Maintenance Services, that such Services shall be performed in a manner consistent with generally accepted industry standards.

Anti-Virus and Disabling Code Warranty. Contractor warrants that it shall use reasonable technical means to detect computer viruses. Contractor further warrants that the Programs as delivered by Contractor do not contain any virus or computer software code, routines or devices (other than as set forth in the Documentation) designed to disable, damage, impair, erase, deactivate, or electronically repossess the Programs or other software or data.

Ancillary Program Warranties. Ordering Activity shall have the benefit of any third party warranties, service agreements and infringement indemnities available to end users of the Ancillary Programs; provided, however, that Ordering Activity's sole remedy for breach of any such warranty, indemnification, service agreement, or other rights shall be against the third party offering such rights and not against Contractor. In the event that an Ancillary Program causes the Programs to fail to perform in all material respects the functions described in the Documentation when operated on a Supported Platform, Contractor will use commercially reasonable efforts to provide Ordering Activity with

a workaround or fix where such workaround or fix may include, at Contractor's option, replacing the Ancillary Program with a replacement Ancillary Program having substantially equivalent functionality at no additional charge.

Disclaimers. Contractor does not warrant that (i) the Programs will meet Ordering Activity's requirements, (ii) the Programs will operate in combinations with other hardware, software, systems or data not provided by Contractor (except as expressly specified in writing by Contractor in the Documentation) which Ordering Activity may select for use, (iii) the operation of the Programs will be uninterrupted or error-free, or (iv) all Program errors will be corrected; provided, however, that if Ordering Activity is current on Maintenance Services fees, Contractor shall be obligated to provide Maintenance Services. Notwithstanding any provision to the contrary, Contractor Materials are distributed "AS IS." THE WARRANTIES ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND CONTRACTOR AND ITS LICENSORS HEREBY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND QUALITY OF SERVICE.

Exclusive Remedies. Ordering Activity must report in writing any breach of the warranties contained in Attachment A to Contractor during the relevant warranty period, and Ordering Activity's remedy and Contractor's entire liability for any breach of such warranties shall be as set forth below:

Program Warranty. To use its commercially reasonable efforts to correct or provide a workaround for reproducible Program errors that cause a breach of this warranty, or if Contractor is unable to make the Program operate as warranted within a reasonable time considering the severity of the error and its impact on the Ordering Activity, Ordering Activity shall be entitled to return the Program to Contractor and recover the fees paid to Contractor for the Program license and any Services that directly relate to the Program license.

Media Warranty. The replacement of the defective media.

Services Warranty. The re-performance of the Services, or if Contractor is unable to perform the Services as warranted, Ordering Activity shall be entitled to recover the fees paid to Contractor for the nonconforming Services.

DAnti-virus Warranty. The immediate replacement of all copies of the affected Programs in the possession of Ordering Activity with copies that do not contain such virus or disabling code. In addition, Contractor agrees to use commercially reasonable efforts to assist Ordering Activity in reducing the effects of such virus, if any, on the Programs.

SERVICE LEVEL AGREEMENT (SLA) SCOPE

This Attachment A covers the availability, performance and support of Contractors external pass code delivery channels and the services to be maintained and/or provided by Contractor through Anakam to the Ordering Activity during production.

There are three delivery channel services covered by this Attachment A:
- Short Message Service (SMS) Gateway Delivery Channel Service
- Interactive Voice Response (IVR) Delivery Channel Service
- Identity Proofing (IDP) Delivery Channel Service

Other services covered by this Attachment A include the following:
- Anakam Technical Support Help Desk

ABBREVIATIONS/DEFINITIONS

SMS Gateway Delivery Channel Service refers to the service provided by Anakam partners who deliver pass codes issued by the Anakam.TFA® product through the SMS telecommunications medium.

IVR Delivery Channel Service refers to the service provided by Anakam partners who deliver pass codes issued by the Anakam.TFA® product through a synthesized voice delivered through the telephone networks.

IDP Delivery Channel Service refers to the service provided by Anakam partners who deliver publically available records sources used by the Anakam.IDP® product for knowledge-based authentication purposes.

Normal Business Hours are from 8am EASTERN Time to 5pm PACIFIC Time
Anakam Technical Support Help Desk refers to the service provided by Anakam to provide support for Ordering Activities. This service is available during specified hours in accordance with the maintenance plan that the customer purchased.

DELIVERY CHANNEL SERVICE AVAILABILITY & RESPONSE TIME

Contractor through Anakam provides a number of Delivery Channels that include SMS pass code delivery through SMS Gateway providers, IVR pass code delivery through telephony providers, SMTP-SMS pass code delivery through the customer's email server, email pass code delivery through the customer's email server, and knowledge-based authentication through external data providers. Anakam carefully selects its business partners and will use commercially reasonable efforts to collaborate with these partners to deliver the targeted service levels described on the following page.

Category	Description	Targeted Service Level
IVR/SMS Delivery Channel Service Availability	When configured as recommended, Contractor's service providers target a monthly availability of 99.5% as measured by the service providers monitoring and reporting methods. While Contractor cannot guarantee the availability of these services, Contractor will use commercially reasonable efforts to notify the responsible party(ies), and cooperate with it (them) to resolve problems as soon as possible.	99.5% availability
IVR/SMS Delivery Channel Response Times	Contractor.TFA® pass code delivery times will vary based on a number of factors outside of Contractor's control including customer data center configuration, customer network, phone carrier network, SMS gateway provider networks, and the individual consumer's device. Most pass codes arrive within 5-15 seconds. While Contractor cannot guarantee pass code delivery times, Contractor will use commercially reasonable efforts to notify the responsible party(ies), and cooperate with it (them) to resolve problems as soon as possible.	5-15 seconds
IDP Delivery Channel Response Times	Contractor.IDP® quiz delivery times will vary based on a number of factors outside of Contractor's control including customer data center configuration, customer network, transaction volume, and capacity of telecommunications line provisioned between the customer data center and the data provider. Most quizzes arrive within 5 seconds. While Contractor cannot guarantee quiz delivery times, Contractor will use commercially reasonable efforts to notify the responsible party(ies), and cooperate with it (them) to resolve problems as soon as possible.	5 seconds
Advance Notice of Change	When notified by our service providers, Contractor will provide written (email) notice of any non-emergency operating system, network, or hardware changes that they intend to make during hours outside of their normal maintenance windows. Contractor will provide this notification within 48 hours of receiving the notification from our service provider.	48 hours notice
Unplanned Outage Notification	In the unlikely event of an unplanned outage, Contractor will notify the designated customer contact within 30 minutes of identification of any unplanned outage with SMS or IVR services. During any extended outage, Contractor will provide daily updates and assist customer with contingency planning. During an unplanned outage, Contractor will provide phone assistance to the Ordering Activity upon request in executing contingencies described within this document.	Initial notice within 30 minutes One update per business day Phone assistance to execute contingencies upon request
Post Incident Summary	After correction of a service outage, Contractor will provide a post-incident summary to the designated Ordering Activity contact within 5 business days. This summary will include a description of: (1) the root cause of the problem; (2) the method used to correct the problem.	Post Incident summary within 5 business days

CONTINGENCY FEATURES AVAILABLE WITHIN ANAKAM.TFA®

The Anakam.TFA® software provides built-in contingencies in the event of an unplanned service outage. Because the Anakam.TFA® product offers a number of modalities for delivery of pass codes, there is no single point of failure from a pass code delivery perspective. In the unlikely event that a Delivery Channel Service experiences an unplanned outage, the Ordering Activity may simply redirect pass code traffic through another delivery channel for the duration of the outage. During an unplanned Delivery Channel outage, Contractor through Anakam will provide phone assistance to the Ordering Activity in executing the pre-planned contingencies described in the chart below.

If an Ordering Activity selects to implement a contingency plan, Contractor is not responsible for any additional costs that may be incurred by the Ordering Activity in association with the plan.

Category	Description	Targeted Service Level
Simultaneous Pass Code Delivery	TFA® software is configurable to use an alternate delivery channel in the event of an unplanned outage. Delivery channel changes can be applied to a profile within seconds or minutes. For example, if the SMS channel was unavailable due to an unplanned outage, the Ordering Activity administrator possesses the ability to configure delivery to another channel simultaneously. Delivery channels available for simultaneous pass code delivery include the following: • IVR Delivery Channel • SMS Gateway Delivery Channel • Email Delivery Channel SMTP-based SMS Delivery Channel	Phone assistance provided upon request
Alternate Delivery Channels	The Anakam.TFA® software is configurable to use an alternate delivery channel in the event of an unplanned outage. Delivery channel changes can be applied to a profile within seconds or minutes. For example, if the SMS channel was unavailable due to an unplanned outage, the Ordering Activity administrator possesses the ability to configure delivery to another channel. Delivery channels available for alternate pass code delivery include the following: • IVR Delivery Channel • SMS Gateway Delivery Channel • Email Delivery Channel • SMTP-based SMS Delivery Channel	Phone assistance provided upon request
System Bypass	The Anakam.TFA® software is configurable to bypass second factor authentication. System bypass can be applied to the system within seconds. For example, if the SMS channel was unavailable due to an unplanned outage, the Ordering Activity administrator possesses the ability to bypass all second factor authentications.	Phone assistance provided upon request

TECHNICAL SUPPORT HELP DESK

If an Ordering Activity purchases maintenance services at a level that includes telephone support, the Ordering Activity may utilize Anakam's Technical Support Help Desk to report problems and seek assistance in the use of the Licensed Products. The hours during which Contractor through Anakam will provide telephone support will vary depending upon the level of maintenance services ordered by the Ordering Activity. For levels of maintenance services that include telephone support during non-business hours, Anakam will provide such support in the English language only.

Category	Description	Targeted Service Level
Technical Support Help Desk Hours of Operation	"Platinum" Maintenance Ordering Activities	24 x 7
Technical Support Help Desk Hours of Operation	"Gold" Maintenance Ordering Activities	8:00 am Eastern – 5:00 pm Pacific Time / Mon-Fri

TECHNICAL SUPPORT HELP DESK PROBLEM CLASSIFICATION

Problems impacting production processing will be reported as defined below, recorded by the Anakam Technical Support Help Desk, and then one of three severity indicators shall be assigned to each issue. These three Anakam severity level categories as applied to potential system problems are defined below, as well as the escalation procedure for each level. Normally issues in the Severity 3 classification will be of a non-emergency technical nature.

Category	Description	Targeted Service Level
Severity 1	• Major impact on Ordering Activity's business • Normal business operations cannot be conducted or are highly impeded	Time for an Contractor technical representative to respond with confirmation that issue was received and resolved and/or is being addressed: 90% within 1 hour for problems arising during normal business hours as well as within 1 hour for problems arising outside normal business hours
Severity 2	• Potential for Significant impact on Ordering Activity's business, • Current actual impact is minimal or limited to a small group of users • Normal business operations are marginally impacted	Time for an Contractor technical representative to respond with confirmation that issue was received and resolved and/or is being addressed: 90% within 2 hours for problems arising during normal business hours and within 12 hours for problems arising outside normal business hours
Severity 3	• Limited or no impact on Ordering Activity's business • Normal business operations are minimally impeded • Client may seek information related to technical aspects of Anakam.TFA® functionality as well as other information requests in order to restore full application utility	Time to respond with confirmation that issue was received and resolved and/or is being addressed: 90% within 24 hours for problems arising during normal business hours. For problems arising outside normal business hours, response will be the next business day.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

APPROVA CORPORATION

APPROVA LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Application Connection" means a one-to-one relationship between the Enterprise Platform and Ordering Activity's applicable application and/or system whereby the Enterprise Platform imports and analyzes Ordering Activity Data from the application or system and creates a connection in the Enterprise Platform for Ordering Activity's licensed use of the Enterprise Platform.

"Confidential Information" shall mean confidential or other proprietary information that is disclosed by either party to the other under this Attachment A, including without limitation, the Licensed Materials, software designs and code, product specifications and documentation, product plans, and other confidential business information, including, without limitation, the terms of this Attachment A. Confidential Information shall not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the receiving party; or (ii) is disclosed by the receiving party with the prior written approval of the disclosing party.

"Customer Data" means any and all proprietary business data relating to Ordering Activity's business originating from a Ordering Activity application and/or system that is imported by Ordering Activity to the Software via an Application Connection as well as the analysis of that Ordering Activity Data generated by the Ordering Activity's use of the Licensed Materials.

"Data Adapter" means software that extracts data from applications and/or systems and maps such data into a format that can be uploaded into the Enterprise Platform.

"Documentation" means the user guides and training materials made available by Approva (whether online or in hard copy format) that provide installation and operating instructions for use of the Software by Ordering Activity.

"Enterprise Platform" means Approva's proprietary continuous controls monitoring and audit software that is designed to import Ordering Activity Data from an Application Connection.

"Insight" means specific analytic modules designed to provide analysis of select Ordering Activity's Data and that are designed to function with the Enterprise Platform.

"License Term" shall mean the duration of Ordering Activity's license rights in and to the Licensed Materials granted, as specified on the particular Order Form.

"Licensed Materials" means the Software and/or the Documentation.

"Services" means the Maintenance and Support Services and/or the Professional Services.

"Software" means Approva's proprietary software in object code form, including without limitation, the Enterprise Platform, an Adaptor, or an Insight, in each case licensed or made available under this Attachment A as set forth from time to time on any signed Order Form(s), including all content, data, and rules embedded therein and all updates, upgrades, improvements, bug fixes, or other modifications that may be provided to Ordering Activity hereunder.

"Specifications" means the functional performance specifications of the Licensed Materials set forth in the Documentation.

LICENSE

GRANT OF LICENSE RIGHTS. DURING THE APPLICABLE LICENSE TERM AND SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THIS ATTACHMENT A, CONTRACTOR THROUGH APPROVA HEREBY GRANTS ORDERING ACTIVITY THE FOLLOWING NON-EXCLUSIVE, NON-TRANSFERABLE LICENSE, WITHOUT THE RIGHT TO SUBLICENSE, TO (I) INSTALL AND INTERNALLY USE THE OBJECT CODE VERSION OF THE SOFTWARE UP TO THE MAXIMUM NUMBER OF APPLICATION CONNECTIONS AS INDICATED AND AGREED UPON ON THE APPLICABLE ORDER IN ACCORDANCE WITH THE DOCUMENTATION AND (II) TO INTERNALLY USE THE DOCUMENTATION TO SUPPORT THE USES OF THE SOFTWARE UNDER THIS SECTION. ORDERING ACTIVITY SHALL PROVIDE AND MAINTAIN A SUPPORTED SYSTEM FOR THE LICENSED MATERIALS THAT MEETS THE MINIMUM REQUIREMENTS SET FORTH IN THE APPLICABLE DOCUMENTATION.

The term 'internal use' when used in this Attachment A means that the Ordering Activity is granted the right to install and use the applicable Software only on hardware that it exclusively owns and controls in order to analyze and/or manipulate the Ordering Activity Data, and not the data or information of any third party.

Copies. Ordering Activity may make a reasonable number of copies of the License Materials licensed solely for backup, archival or disaster recovery purposes, provided each such copy includes Approva's copyright, trademark and other proprietary rights notices.

Data Back-Up. Ordering Activity agrees and understands that it alone is responsible for protecting and backing-up the data created, used, stored and/or transmitted in connection with the use of the Licensed Materials and all program files in order to minimize any damages that might arise from an error or defect in the Licensed Materials or the Services, and the parties further understand that Contractor shall have no liability whatsoever for any loss of, or failure to recover, such data, or any loss or disruption caused by failure to properly back-up the data and/or the Licensed Materials on a periodic basis.

Restrictions. Ordering Activity is entitled to use the Licensed Materials (i) solely in accordance with the terms of this Attachment A, and (ii) solely for Ordering Activity's internal business use. Ordering Activity shall not use (or cause to be used) the Licensed Materials by or for the benefit of any affiliate or for rental or as a part of a service bureau, application service provider offering, or application hosting service, or make use of the Internet or an Intranet to provide access to the Licensed Materials through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Attachment A. Ordering Activity shall not decompile, disassemble, reverse engineer, reverse assemble, analyze or otherwise examine, prepare derivative works of, modify, or attempt to derive source code from the Licensed Materials. Except as permitted by this Attachment A, any distribution of or access by any unauthorized third party to any portion of the Licensed Materials is expressly prohibited.

MAINTENANCE AND SUPPORT SERVICES. IN CONNECTION WITH THE LICENSE GRANT, AND FOR SO LONG AS ORDERING ACTIVITY IS CURRENT IN THE PAYMENT OF ALL ANNUAL FEES FOR THE MAINTENANCE AND SUPPORT SERVICES, ORDERING ACTIVITY SHALL BE ENTITLED TO RECEIVE THE MAINTENANCE AND SUPPORT SERVICES AS DESCRIBED IN ATTACHMENT A, AS MAY BE AMENDED BY CONTRACTOR FROM TIME TO TIME IN ITS SOLE DISCRETION ON THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO ORDERING ACTIVITY. FOR EACH COPY OF THE LICENSED MATERIALS, CONTRACTOR SHALL ASSIGN A UNIQUE "CUSTOMER ID" WHICH MUST BE REFERENCED BY THE ORDERING ACTIVTY PRIOR TO RECEIVING THE MAINTENANCE AND SUPPORT SERVICES.

(a)   MAINTENANCE AND SUPPORT SERVICES SHALL BEGIN ON THE DATE THAT THE LICENSED MATERIALS ARE FIRST MADE AVAILABLE TO THE ORDERING ACTIVITY AND SHALL CONTINUE FOR AN INITIAL PERIOD OF ONE (1) YEAR.

(b)   IF ORDERING ACTIVITY ELECTS TO ORDER MAINTENANCE AND SUPPORT SERVICES, ORDERING ACTIVITY MUST PURCHASE MAINTENANCE AND SUPPORT SERVICES FOR ALL THE LICENSED MATERIALS, INCLUDING, THE TOTAL NUMBER OF DATA ADAPTERS, APPLICATION CONNECTIONS, AND INSIGHTS ORDERED AND LICENSED UNDER THIS ATTACHMENT A. MAINTENANCE AND SUPPORT SERVICES SHALL EXCLUDE (I) ANY SOFTWARE DEFECT CAUSED BY MODIFICATION OR MISUSE OF THE LICENSED MATERIALS BY ANYONE OTHER THAN CONTRACTOR; (II) ANY NON-REPRODUCIBLE REPORTED ERROR; (III) ANY LICENSED MATERIALS DEFECT TO THE EXTENT IT WOULD OTHERWISE BE CURED BY ANY LICENSED MATERIALS ERROR CORRECTIONS OR UPDATES PREVIOUSLY MADE AVAILABLE TO ORDERING ACTIVITY; OR (IV) THE USE OF THE LICENSED MATERIALS ON HARDWARE AND SOFTWARE INFRASTRUCTURE NOT RECOMMENDED OR SUPPORTED BY CONTRACTOR.

PROFESSIONAL SERVICES. ORDERING ACTIVITY MAY ALSO PURCHASE PROFESSIONAL SERVICES PURSUANT TO THE TERMS AND CONDITIONS OF A MUTUALLY AGREEABLE STATEMENT OF WORK BY INDICATING SUCH PROFESSIONAL SERVICES TO BE ORDERED AND THE APPLICABLE STATEMENT OF WORK THAT DETAILS THE SPECIFIC PROFESSIONAL SERVICES TO BE PERFORMED AND THE FEES TO BE PAID (THE "PROFESSIONAL SERVICES"). CONTRACTOR MAY UTILIZE A STATEMENT OF WORK TO PURCHASE TRAINING CLASSES, IMPLEMENTATION SERVICES, AND OTHER SERVICES AS INDICATED ON AN ORDER SUBJECT TO THE TERMS THEREOF.

WARRANTIES.

Contractor warrants that for ninety (90) days following the date the Licensed Materials are made available to Ordering Activity (i) the Software shall perform all of the material functions described in the Documentation and if applicable (ii) the media on which such Software is provided ("Media") shall be free from defects in materials and workmanship. This warranty shall only apply if (a) the Software has not been modified or altered by anyone other than Contractor; (b) the Software has been properly installed (including without limitation being installed on the proper hardware and configured with the applicable software that is recommended in the Documentation) and used at all times in accordance in all respects with the Documentation; and (c) the Software has not been subjected to misuse, neglect, or unusual physical, electrical, or electromagnetic stress. If the Software, when used in accordance with the Documentation, fails to perform as warranted above, Ordering Activity's remedy and Contractor's liability shall be to use reasonable efforts to correct the Software so that it performs as warranted.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS ATTACHMENT A OR AN ORDER FORM, CONTRACTOR MAKES NO OTHER WARRANTIES WITH RESPECT TO THE LICENSED MATERIALS OR THE SERVICES PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR CUSTOMER'S PURPOSE, ACCURACY, OR SYSTEM INTEGRATION. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE USE OF THE SOFTWARE OR AGAINST INFRINGEMENT. NEITHER CONTRACTOR OR ANY OF ITS SUPPLIERS OR LICENSORS WARRANT OR REPRESENT THAT THE LICENSED MATERIALS OR THE SERVICES SHALL BE ERROR-FREE, SHALL MEET ORDERING ACTIVITY'S NEEDS OR OPERATE WITHOUT INTERRUPTION. FURTHERMORE, NEITHER CONTRACTOR NOR ANY OF ITS SUPPLIERS OR LICENSORS WARRANTS THAT THE LICENSED MATERIALS OR THE SERVICES SHALL PERFORM AS WARRANTED IN CASES OF HARDWARE MALFUNCTION, MISUSE OF THE LICENSED MATERIALS, OR USE OF THE LICENSED MATERIALS OR THE SERVICES WITH OTHER SOFTWARE NOT DESCRIBED IN THE DOCUMENTATION.

MAINTENANCE AND SUPPORT SERVICES

DEFINITIONS

"Error" means any reproducible failure of the Software to perform any material function set forth in the accompanying Documentation.

"New Release" means a new release of the Software issued by Approva provided for the purpose of materially enhancing the functionality or performance of the Software. New Release shall be identified by the numeral to the left of the first decimal point (e.g. a change from version 1.1 to 2.0).

"Maintenance Release" means a bug fix or minor enhancement to the Software, which is identified by the numeral to the right of the first decimal point in the Software (e.g., a change from version 1.1 to 1.2).

"Maintenance and Support Services" means that (a) Approva shall provide Ordering Activity with all Maintenance Releases released during the term for which Maintenance and Support Services fees have been paid; (b) Approva shall answer questions from Ordering Activity regarding the operation of the Software via telephone and e-mail, according to the escalation procedures set forth below; and (c) Approva shall use commercially reasonable efforts to correct any Errors in the Software reported by Ordering Activity and confirmed by Approva in accordance with the priority level assigned to the Error by Approva, as described in the escalation procedures set forth below.

ORDERING ACTIVITY OBLIGATIONS.

Ordering Activity shall furnish descriptions and machine readable examples of Errors in the form requested by Contractor through Approva technical support personnel. Ordering Activity shall also assist Approva's efforts to duplicate any Errors or problems reported by Ordering Activty.

Contractor through Approva reserves the right to limit the number of individuals who are authorized to make requests for Maintenance and Support Services to a reasonable number, and requests Ordering Activity to designate two (2) initial primary contacts. Such technical support contacts must be knowledgeable in the use of the Software and the Ordering Activity's operating environment. Ordering Activity agrees to notify Approva of any changes in primary support contacts within a reasonable time period.

HELP DESK; ESCALATION PROCEDURES.

Contractor through Approva shall provide the following support: answering of telephone calls placed to the customer support telephone number (703) 956-8400, and e-mail support at support@approva.net . Approva shall use commercially reasonable efforts to provide such support from 8 a.m. to 6 p.m. Eastern Standard Time, Monday through Friday excluding U.S. holidays. Errors may be reported any time.

Contractor through Approva shall provide two (2) user identification and passwords for Ordering Activity's use in accessing Approva's customer support website located at www.support.approva.net

Contractor through Approva shall respond to Errors in accordance with the priority level indicated in the chart below, which priority level shall be determined by Approva.

Priority	Definition	Target Response for Initial Requests*	Actions
Priority 1	Error that renders the Software inoperative or causes the Software to fail catastrophically	Within 4 business hours	Approva shall promptly initiate the following procedures upon confirmation of the Error by Approva: (1) assign a senior technical support manager to attempt to correct the Error; (2) notify senior Approva management that a Priority 1 defect has been reported and that steps are being taken to correct the defect; (3) provide Ordering Activity with periodic reports on the status of the resolution; (4) commence work to provide Ordering Activity with a workaround or fix.
Priority 2	Error that materially restricts Ordering Activity's use of the Software	Within 1 business day	Approva shall (1) assign technical support to attempt to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.
Priority 3	Error that causes only a minor impact on Ordering Activity's use of the Software and/or a defect for which a workaround is available.	Within 2 business days	Approva shall (1) assign technical support to attempt to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.
Priority 4	A cosmetic or documentation Error that does not impact use of the Software	Within 2 business days	Approva shall (1) assign technical support to attempt to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.

*Target response time for support requests by e-mail or other on-line facility is within one (1) business day.

*The response times set forth in the chart above are target response times only. Contractor's sole obligation is to use commercially reasonable efforts to respond to Errors within such time frames, not to have resolved them.

EXCLUSIONS AND LIMITATIONS. Contractor shall have no obligation to support:

Altered, damaged or modified Software;

Software that is not the current release or the most recent previous release;

Errors or other software problems caused by Ordering Activity's negligence, changes made by any party other than Contractor, hardware malfunction, and/or other causes beyond the reasonable control of Contractor;

Software installed in an operating or hardware environment not supported by Contractor; and

Software that was installed or upgraded in the Ordering Activity's environment by a party other than Contractor.

MAINTENANCE RELEASES. Contractor's obligations to provide Maintenance Releases shall only require Contractor to supply such releases as soon as reasonably possible after such releases become generally available. This Attachment A shall not be construed to obligate Contractor to provide Maintenance Releases to Ordering Activity on any specific timetable.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ARCHIBUS, INC. ("AI")

ARCHIBUS LICENSE, WARRANTY, SERVICES AND SUPPORT TERMS

GRANT OF LICENSE

This Attachment A is effective from the time Ordering Activity opens the package and continues until all Copyrighted Materials have been returned to Contractor, or until all the Copyrighted Materials and all its components have been destroyed. This transaction is called a "license" and Ordering Activity is a "Licensee" of Contractor. The Copyrighted Materials are licensed as a single unit for use by a single organization in a single deployment. Its component parts may not be separated for use by more than one licensee. When Ordering Activity uses the Copyrighted Materials ("Product") Ordering Activity is subject to Contractor's copyrights and Ordering Activity must not violate the terms of this Attachment A. Ordering Activity's license is *nontransferable* and *nonexclusive.* Ordering Activity is allowed to use the Product to manage Ordering Activity's internal business operations only. Ordering Activity is not allowed to (i) use the Product or to let the Product be used for operations other than Ordering Activity's own; (ii) provide computer time-sharing or service bureau services for third parties or to process data for third parties; and/or (iii) let the Product be used by persons outside Ordering Activity's operations (persons who are not full-time, part-time, or contracted workers of the Licensee). Ordering Activity is not allowed to transfer, assign, sell, license, lease, loan or rent the Product in any form, to any other persons or businesses without the prior written consent of Contractor. Without prejudice to Contractor's other rights, this Attachment A will automatically terminate if Ordering Activity fail to abide by the terms and conditions herein. Unless approved by Contractor in writing, this license shall be voided if the Product is installed without an ARCHIBUS software lock.

SCOPE OF LICENSE

If Ordering Activity wishes to use the Copyrighted Materials in a computer network, information system enterprise, internal use time sharing system, or any other multiple terminal, computer or CPU Ordering Activity must obtain a concurrent-user license of the Product for use with each separate computer or CPU accessing the Product at the same time. An ARCHIBUS/FM Infrastructure Connection Point ("ICP" or "ICPs") License or ARCHIBUS/FM Enterprise Access License ("EAL" or "EALs") is required if an Ordering Activity seeks to access and/or provide access to the ARCHIBUS/FM database, database tables, data modules and/or data schemas ("AFM Environment") utilizing ARCHIBUS/FM, ARCHIBUS/FM Web Central or any other third party applications. Likewise, if Ordering Activity utilizes thin-client/server computing technology (utilizing products such as Citrix® MetaFrame™ or Microsoft® Windows NT® Server 4.0, Terminal Server Edition), an ICP or EAL License is required for each thin-client concurrent-user. Ordering Activities who procure a "Third Party" host for Ordering Activity owned ARCHIBUS/FM software must, on an annual basis, also pay the *Annual ASP Provider Registration Fee* for each "Third Party" host that they utilize. Use of software and/or hardware that reduces the number of users directly accessing or utilizing the server software (sometimes called *multiplexing* or *pooling* software and/or hardware) will not reduce the number of concurrent-user licenses required under this Attachment A. The number of licenses required under this Attachment A should equal or exceed the number of distinct concurrent-user inputs to the multiplexing or pooling software and/or hardware "front end." The actual number of licenses granted by Contractor shall be evidenced by Contractor's license records. Any supplemental software provided by Contractor shall be considered part of the Product and subject to the terms of this Attachment A.

SUPPORT SERVICES

Contractor through AI may provide Ordering Activity with technical support and/or software subscription/maintenance services related to the Product ("Support Services"). In the event AI provides Support Services, the scope and use of the Support Services shall be defined and governed by the terms and conditions contained in Attachment A. Such Support Services shall only become effective upon Ordering Activity's purchase of the applicable program offering(s).

RESTRICTIONS

Ordering Activity is not allowed to make copies of the Copyrighted Materials, except one copy of the software program may be made on Ordering Activity's hard disk and one archival (backup) copy, which all must be treated according to Attachment A listed here. (Certain software programs, marked "copy protected," may include mechanisms to prevent copying.) Except in the case of a software program for which source code is provided, Ordering Activity is not allowed to take any steps, such as reverse assembly (disassembly) or reverse compilation (decompilation), to "reverse engineer" the program so as to reveal the source code or underlying logic of the program. Except in the case of a software program for which a source code is provided, Ordering Activity is not allowed to modify a program in any manner for any purpose. Contractor does not make any warranties concerning any modifications Ordering Activity makes and will not provide support for such modifications. Ordering Activity is not allowed to convert the Product into another programming language, or to translate the Product into any other language, or to develop or create any other product based on or derived from the Product and/or the Copyrighted Materials. Contractor reserves any and all rights in and title to such derivative products.

LIMITED WARRANTY

Contractor warrants that the media on which the Product is furnished will be free from physical defects in materials under normal usage for a period of 90 calendar days from the date on which the Product is delivered to Ordering Activity. This warranty is limited to the original Ordering Activity who acquired the Product and is NOT transferable OR available to any other party. EXCEPT FOR THIS EXPRESS LIMITED WARRANTY, THE PRODUCT IS PROVIDED "AS IS" AND CONTRACTOR MAKES NO AND ORDERING ACTIVITY RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH ORDERING ACTIVITY; AND CONTRACTOR

SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. THIS LIMITED WARRANTY IS VOIDED IF PRODUCTS HAVE BEEN DAMAGED AS A RESULT OF ACCIDENT, MISUSE, ABUSE OR BY SERVICE/MODIFICATION BY ANYONE OTHER THAN CONTRACTOR.

DISCLAIMER

THE PRODUCTS, LIKE OTHER FINANCIAL/TECHNICAL SOFTWARE, ARE TOOLS INTENDED TO BE USED BY EXPERIENCED PROFESSIONALS ONLY. THE PRODUCT SHOULD NOT BE USED AS A SUBSTITUTE FOR ORDERING ACTIVITY'S JUDGEMENT. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS FOR THE PRODUCT, THE PRODUCT HAS NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH IT MAY BE USED. THE PROGRAM IS NOT FAULT-TOLERANT AND IS NOT DESIGNED FOR THE ON-LINE CONTROL OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION & CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES OR WEAPONS SYSTEMS. CONTRACTOR SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE PRODUCT. ORDERING ACTIVITY USING THE PRODUCT IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE PRODUCT. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE PRODUCT AND THE SELECTION OF THE PRODUCT AND OTHER PROGRAMS TO ACHIEVE THE INTENDED RESULTS.

ARCHIBUS/FM TECHNICAL SUPPORT

DEFINITIONS

"Deployment Site(s)" means the site(s) wherein the Software application control program is located and licensed to service the Ordering Activity(ies).

 "**Effective Date**" means the mutually agreed date inserted above by AI. In default thereof, the Effective Date shall be the date upon which AI executes this Attachment A.

"Hot-Fixes" are file downloads which are made available by AI to the Ordering Activity for the purpose of addressing changes to ARCHIBUS/FM or a 3rd-Party product. Typically, the files were not available during product installation.

"**Revision**" means a minor change to a Version that may revise or add user-level functionality of the Version. Revisions are identified by designation, e.g.: Revision 14.1 and Revision 14.2.

"**Software**" means all programs and associated documentation licensed to Ordering Activity under Attachment A. AI reserves all rights to add, delete, substitute, change or modify any such program and associated documentation without prior notice.

"**Subscription Fee**" means the applicable nonrefundable annual fee charged to the Ordering Activity for their participation in AI's ARCHIBUS/FM Technical Support Program.

"**Technical Support**" means the services provided by Contractor through AI pursuant to Attachment A and is contingent upon payment and actual receipt of Subscription Fees by Contractor and Contractor's acceptance of the Ordering Activity in to the program (as such support is constituted from time to time).

"**Update**" means a change made by AI to the Software to keep the Version compatible with changes and upgrades made to third party products.

"**Upgrade**" collectively means Version Upgrades, Revisions, Maintenance Revisions and Updates. All Upgrades are provided subject to the terms and conditions of Attachment A.

"**Version**" means the index reference identifying the production sequence of the Software. Successor Versions are identified by designation.

"**Version Upgrade**" means major change made to the current Version in production, e.g.: Version 11 to Version 12. All references to the "**sale**" or "**selling**" of Software means the granting of a license to use such Software and the "**purchase**" of Software means the acquisition of a license to use the same. .

TECHNICAL SUPPORT. Contractor through AI provides two (2) standards of Technical Support Program participation, namely "Unlimited Number of Incidents" and "Limited Number of Incidents." The Technical Support standard selected by the Ordering Activity is marked on their ARCHIBUS/FM Technical Support Registration Form. This Attachment A sets forth the terms and conditions governing the delivery of Technical Support provided by AI to the Ordering Activity upon payment of the applicable Subscription Fee. The parties expressly acknowledge AI does not undertake to provide: (i) Software customization or provide support for any customized Software, except at AI's discretion and at AI's time and materials rates in effect; and (ii) Technical Support to correct any error if Ordering Activity had failed to incorporate into the Software an available Upgrade that corrects the error. As a condition precedent to the provision of Technical Support, Ordering Activity shall complete the Technical Support Registration Form for each applicable Deployment site that is participating in the Technical Support Program.

HOT-FIXES, UPDATES, and UPGRADES. Hot-Fixes may be made available to the Ordering Activity in accordance with the Technical Support Program selected by the Ordering Activity and upon such terms and conditions that Contractor may require. From time to time,

Ordering Activity will check with Contractor for Hot-Fix availability. Notwithstanding anything in this Attachment A, Contractor may but shall not be obliged to, update, or correct every error and/or revise the performance and content of the Software. Contractor will use reasonable efforts to correct design or programming errors that are discovered in the current Version of the Software. The successful outcome and the timeliness of such correction efforts are not guaranteed. Software Updates and Upgrades are not included in this program. Ordering Activities wishing to obtain Software Updates and Upgrades must procure them independently and/or participate in the ARCHIBUS/FM Software Subscription Program. Ordering Activities are responsible for installing, managing and operating any Hot-Fixes that are made available to the Ordering Activity by Contractor and delivered under this Attachment A.

SOFTWARE SUPPORTED. Contractor through AI will provide Technical Support for the Software for which Ordering Activity holds a valid license and is currently a "supported" product offering. If Ordering Activity's queries directly relate to the functionality of a third party product used in conjunction with the Software, AI in its sole discretion, may decline to provide Technical Support to such query and may refer (but without obligation) such query to the relevant third party for consideration. Ordering Activity acknowledges that in the event AI refers such query to such third party, AI assumes no responsibility for the outcome and the timeliness of such third party's recommendation or solution.

AUTHORIZED CALLERS. Ordering Activities may designate up to two authorized employees per IF Deployment Site under this Attachment A ("**Authorized Callers**"). Authorized Callers must be located at the Ordering Activity's address. Ordering Activity ID number, License number, agreement number and the identities of the Authorized Caller(s) will be verified by Contractor through AI when a Technical Support query is received. The identities of the Authorized Callers are specified beneath the signatures herein. Ordering Activity may change the Authorized Callers at any time by written notice to AI.

PERSONNEL. Contractor through AI will use reasonable efforts consistent with sound business practice to honor specific requests of Ordering Activity with regard to the assignment of AI employees to Ordering Activity's queries for Technical Support, *provided however*, AI reserves the right to manage and assign employees as AI deems fit.

LIMITED WARRANTY. Contractor warrants that the Technical Support pursuant to this Attachment A will be provided by personnel qualified in conformity with generally prevailing industry standards for similar services. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT CONTRACTOR WILL BE ABLE TO ANSWER OR RESOLVE ALL (OR PART) OF ORDERING ACTIVITY'S QUESTIONS OR PROBLEMS ENCOUNTERED WITH THE SOFTWARE AND/OR AN UPGRADE. CONTRACTOR DISCLAIMS ANY OBLIGATION TO ANSWER ANY OF ORDERING ACTIVITY'S QUESTIONS CONCERNING THE OPERATION OF ANY COMPUTER OR OTHER HARDWARE ON WHICH THE SOFTWARE AND/OR AN UPGRADE HAS BEEN INSTALLED OR CONCERNING ASSOCIATED NETWORKING PRODUCTS OR SOFTWARE SUPPLIED BY ORDERING ACTIVITY OR OTHER THIRD PARTIES. CONTRACTOR ASSUMES NO LIABILITY FOR ERRORS CAUSED BY THE INTERACTION OF A PROGRAM OR SYSTEM OF THE ORDERING ACTIVITY USED IN CONNECTION WITH THE SOFTWARE AND/OR AN UPGRADE. ORDERING ACTIVITY EXPRESSLY ACKNOWLEDGES THAT ORDERING ACTIVITY HAS CONTRACTED WITH ORDERING ACTIVITY FOR TECHNICAL SUPPORT SUBJECT TO THE WARRANTY LIMITATIONS CONTAINED IN THIS ATTACHMENT A. Technical Support under this Attachment A is limited to answering queries directly related to the Software and/or an Upgrade. Contractor will provide Technical Support to Ordering Activity on a best effort basis. No representation is made and no guarantee is given that Contractor will be able to answer questions relating to hardware, operating systems, networks, or software written by other manufacturers or authors. CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES. INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Summary of ARCHIBUS/FM Technical Support Options
Technical Support Offerings available to the Ordering Activity (Selection by Ordering Activity to be shown on Contractor Purchase Order Form and ARCHIBUS/FM Technical Support Registration Form.)

ITEM CODE NAME OF TECHNICAL SUPPORT OFFERING NUMBER OF INCIDENTS

§ 12-TS	ANNUAL UNLIMITED NUMBER OF INCIDENTS PLAN	UNLIMITED
§ TSPI-2	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	2 INCIDENTS PER 12 MONTH PERIOD
§ TSPI-5	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	5 INCIDENTS PER 12 MONTH PERIOD
§ TSPI-10	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	10 INCIDENTS PER 12 MONTH PERIOD
§ TSPI-50	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	50 INCIDENTS PER 12 MONTH PERIOD
§ TSPI-100	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	100 INCIDENTS PER 12 MONTH PERIOD
§ TSPI-200	ANNUAL LIMITED NUMBER OF INCIDENTS PLAN	200 INCIDENTS PER 12 MONTH PERIOD

Typical Services provided to the Ordering Activity by Contractor via their participation in an ARCHIBUS/FM Technical Support Program

SERVICE PROVIDED

Telephone Support	YES
Fax Support	YES
Internet / E-mail Support	YES
Hourly Support Charges for Items not Covered by this Program	AI's current time & materials rates

immixTechnology, Inc.
a subsidiary of **immix**Group

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ARCSIGHT, LLC

ARCSIGHT LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

Designated Use: (i) for the Software, the right to install, load, utilize, store and display the Software, solely for Your internal business purposes; (ii) for the ArcSight Console, ArcSight Web, and ArcSight Viewer, use solely by the number of users authorized in writing by ArcSight; (iii) for the ArcSight ESM Manager, use solely for the number of central processing units ("CPU") or CPU cores authorized in writing by ArcSight; (iv) for the ArcSight Connectors, use solely of such Connectors authorized in writing by ArcSight; (v) for the ArcSight Monitored Desktop, use solely to collect data from the aggregate number of desktops authorized in writing by ArcSight, (vi) for the ArcSight Monitored Network/Security/Server Devices, use solely to collect data from the aggregate number of network, security and server devices authorized in writing by ArcSight; (vii) for the Monitored Vulnerability Assessment Scans, use solely to collect data from the aggregate number of scanned devices authorized in writing by ArcSight; (viii) for the Monitored Application Users, use solely with the aggregate number of users per application authorized in writing by ArcSight; and (ix) any other use authorized in writing by ArcSight.

Documentation: the standard written materials regarding the specifications of the Software and the Hardware provided by ArcSight with the Software and the Hardware.

Embedded Software: the ArcSight Software in object code form that is embedded into or incorporated within the Hardware.

Intellectual Property Rights: patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

Maintenance: maintenance and user support for the Software offered by ArcSight pursuant to the Support plans and Extended Hardware Support offered by ArcSight in accordance with the attached Maintenance Terms and Conditions (as may be amended from time to time).

Price List: ArcSight's then current Product price list, which may be modified from time to time in ArcSight's sole discretion.

Reseller: a reseller authorized in writing by ArcSight to supply Products to Ordering Activity hereunder.

LICENSE

License Grant. Conditioned on Ordering Activity's compliance with the terms and conditions of this Attachment A, Contractor grants to Ordering Activity a perpetual, worldwide, non-transferable, non-sublicensable, non-exclusive license to use Software delivered pursuant to this contract in accordance with (i) the applicable Documentation, (ii) the Designated Use and (iii) any other restrictions set forth in the applicable ordering document or this contract.

Backup Copies.   Ordering Activity may make up to two (2) copies of the Software for back-up and archival purposes; provided that Ordering Activity will reproduce any product identification, proprietary, trademark, copyright or other notices contained in the Software on all Software copies.

Restrictions. Ordering Activity will not (and will not instruct, authorize or allow any third party to):
(i)   use or reproduce (except as expressly allowed under License Grant and Backup Copies), modify, create derivative works, decompile, disassemble, or otherwise reverse engineer the Software or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions), or incorporate the Software into or with other software;
(ii)   distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties;
(iii)   remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Software;
(iv)   publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Software;
(v)   use the Software on more than two computer chips that contains a collection of one or more processing cores; or
(vi)   access the embedded Oracle database or any other third party product as part of the Software with applications other than the ArcSight Software.

Ordering Activity agrees to promptly notify Contractor in writing of any third-party violations of any "Restrictions" of which Ordering Activity becomes aware.

Flex Connector Software.   When licensed hereunder, Ordering Activity may use the FlexConnector Software Development Kit ("SDK") in unmodified object code form to configure connectors for use on devices not supported by ArcSight (each connector as configured, a "Flex Connector"). Flex Connectors may be used solely with the Software. The use of any other software or system with Software functionality in connection with (or to invoke any functionality of) a Flex Connector is expressly prohibited. Ordering Activity's license to use the Flex Connectors expires upon termination of Ordering Activity's Software license.

HARDWARE

Hardware Products. Ordering Activity acknowledges and agrees that ArcSight licenses and does not sell any Embedded Software. Accordingly, if any Hardware purchased by Ordering Activity hereunder includes or contains any Embedded Software, then Ordering Activity is deemed to be granted a perpetual, worldwide, non-transferable, non-sublicensable, non-exclusive license to use the Embedded Software solely in conjunction with such Hardware (and not separately or apart from such Hardware) and in accordance with (i) these terms, (ii) the applicable Documentation, and (iii) any other restrictions set forth in the applicable ordering document or this Attachment A.

Hardware Restrictions. If Ordering Activity sells, leases, lends, rents, distributes or otherwise transfers any Hardware to a third party, then Ordering Activity will erase all Embedded Software copies from such Hardware.

All rights in and to the Software not expressly granted to Ordering Activity in this schedule contract are reserved by ArcSight and its licensors.

LIMITED WARRANTY AND DISCLAIMER

Limited Software Warranty. Contractor warrants to Ordering Activity that for a period of ninety (90) days from the delivery date ("Software Warranty Period"), the Software will operate, when used as permitted under this Attachment A and in accordance with the instructions in the Documentation, in substantial conformity with the Documentation. Contractor does not warrant that the Software will meet Ordering Activity's requirements, the Software will operate in the combinations that Ordering Activity may select for use, Ordering Activity's use of the Software will be uninterrupted or error-free or any security mechanisms implemented by the Software will not have inherent limitations. Contractor's and its licensors' liability (and Ordering Activity's remedy) for any breach of this warranty will be, in Contractor's sole discretion, to use commercially reasonable efforts to provide Ordering Activity with an error-correction or work-around which corrects the non-conformity. Notwithstanding anything to the contrary herein, Contractor will have no obligation with respect to a warranty claim unless notified of such claim in writing by Ordering Activity within the Software Warranty Period. Any such error correction or work-around provided to Ordering Activity will not extend the original Software Warranty Period.

Limited Hardware Warranty. Contractor warrants to Ordering Activity that, commencing from the date of delivery to Ordering Activity and continuing for a period of one (1) year (the "Hardware Warranty Period"); the Hardware will be free from defects in material and workmanship under normal use. Ordering Activity's remedy and the liability of Contractor and its licensors under this limited warranty will be, at Contractor's option, either to (i) make reasonable efforts to repair the Hardware, or (ii) replace the Hardware according to Contractor's replacement policies as contained herein. Contractor's obligations hereunder are conditioned upon the return of the Hardware in accordance with Contractor's return material authorization procedures as contained in the attached Maintenance Terms and Conditions. Replacement Hardware may consist of both new and used components or may have been previously installed and are warranted for the unexpired portion of the original warranty period. Contractor does not warrant that the Hardware will be free of vulnerability to intrusion or attack. Any request for the above remedies must be made within the Hardware Warranty Period.

Exclusions. The Limited Software Warranty will not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if the Embedded Software is not used solely in conjunction with the Hardware, (iii) if any modifications are made to the Software by Ordering Activity or any third party; (iv) to defects in the Software due to accident, abuse, neglect or improper use by Ordering Activity; (v) if reported errors or nonconformities cannot be reproduced by Contractor or (vi) to Software provided on a no charge or evaluation basis. The Limited Hardware Warranty will not apply (i) if any modifications are made to the Hardware by Ordering Activity or any third party, (ii) if the Hardware has not been installed, operated, repaired or maintained in accordance with instructions supplied by Contractor, (iii) if the Hardware has been subjected to abnormal physical, environmental, or electrical stress, misuse, negligence or accident, or (iv) to Hardware provided on a no charge or evaluation basis.

Disclaimer. THIS IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY PRODUCT WARRANTIES MADE BY CONTRACTOR. CONTRACTOR AND ITS SUPPLIERS DO NOT MAKE ANY OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY, LEGAL OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND ANY OTHER WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM CONTRACTOR OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS ATTACHMENT A. ORDERING ACTIVITY MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD. ORDERING ACTIVITY ACKNOWLEDGES THAT ORDERING ACTIVITY HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS ATTACHMENT A, AND THAT NO WARRANTIES OF ANY KIND WHATSOEVER ARE MADE BY ANY OF CONTRACTOR'S SUPPLIERS.

Maintenance.
Contractor through ArcSight agrees to provide Ordering Activity with the level of Maintenance specified and paid for by Ordering Activity in the applicable Order(s) in accordance with the attached Maintenance Terms and Conditions. All references to "Ordering Activity" in the attached Maintenance Terms and Conditions will be a reference to Ordering Activity.

Professional Services and Training. Ordering Activity may purchase professional consulting services ("Professional Services") or training on the Products ("Training") from Contractor in accordance with Contractor's applicable pricing (Professional Services and Training collectively referred to as "Services"). Professional Services provided hereunder consists solely of: (i) assistance with Software and Hardware installation, deployment and usage. Ordering Activity will, subject to the terms of this contract, have a perpetual, worldwide, non-transferable, non-sublicensable, non-exclusive license to use any Software delivered as part of the Services, but Contractor retains all worldwide right, title and

interest in and to any such work product, code or Software and any derivative, enhancement or modification thereof created by Contractor (or its agents). Ordering Activity will reimburse Contractor for travel and reasonably related expenses incurred by Contractor while performing the Professional Services. All Training classes will be held at Contractor's facilities (unless otherwise mutually agreed in writing) and Ordering Activity is responsible for travel and expenses incurred by Contractor. If Ordering Activity purchases Services, Ordering Activity and Contractor will schedule a mutually agreed time for Services delivery. If Ordering Activity cancels or postpones such time for any reason without providing to Contractor at least five (5) business days' advance written notice, Ordering Activity will be responsible for fifty percent (50%) of the scheduled Services price for the canceled Services. In addition, Services must be utilized within twelve (12) months from the purchase date, and, if not so utilized, Contractor will have no obligation to provide such Services and Ordering Activity will not be entitled to a refund of any amounts relating thereto.

MAINTENANCE

This Attachment A sets forth the terms and conditions under which Contractor through ArcSight offers Maintenance for the Software to Ordering Activity for the Products purchased pursuant to this contract. Unless otherwise defined herein, all capitalized terms will have the same meaning set forth in this Attachment A.

MAINTENANCE RELEASES AND SUPPORT

MAINTENANCE RELEASES.

If Ordering Activity purchases Support (Standard, Premium, or Platinum), Contractor through ArcSight will provide Ordering Activity with minor release(s) and major release(s) to the Software licensed by Ordering Activity; provided such releases to the Software are made generally available at no additional cost to other Ordering Activities of the Software, if any ("Maintenance Release(s)"). A "Minor Release" means a release of the Software which consists of minor corrections, bug fixes and enhancements without substantial added functionality or features and which is denoted by a change of the numbers to the right of the first decimal point. A "Major Release" means a release of the Software which consists of a new version with substantial enhancements, added functionality or new features and which is denoted by a change in the number to the left of the first decimal point. Major Releases do not include separate or different Products or services that are otherwise marketed by ArcSight under a different name, even if such products are compatible with the Software.

SUPPORT.

If purchased by Ordering Activity, Contractor through ArcSight will provide Support (as defined below). Unless otherwise stated herein, Contractor will have no obligation to provide any Support or Maintenance Releases for the Software or Products unless Ordering Activity has purchased Support and the Maintenance Releases in accordance with the terms and conditions of this document.
Contractor through ArcSight will provide support via telephone at (866) 535-3285, by email at and/or by accessing ArcSight's web support portal ("Support"). Support will include reasonable consultation and advice to Ordering Activity on the operation and utilization of the Software. Support will also include guaranteed acknowledgement of Technical Problems (as defined below) reported to Contractor within the time frames defined below based on Ordering Activity's election of Support to be provided hereunder. Such acknowledgement may be by phone or email to Ordering Activity's designated support contact. All Support services will be provided from Contractor's facility.
a.   Standard Support. If Ordering Activity purchases Standard Support, Contractor through ArcSight will provide telephone and email support Monday through Friday (excluding holidays) during its standard support hours between 6:00 AM and 6:00 PM, local time ("Standard Support Hours"), with 24 x 7 access to ArcSight's web support portal.
b.   Premium Support. If Ordering Activity purchases Premium Support, except as specified below, Contractor through ArcSight will provide telephone and email support 24 hours a day, 7 days a week, 365 days a year, with 24 x 7 access to ArcSight's web support portal. Furthermore, Contractor will provide the shortest available response times as set forth in the Response Expectation Table below.
c.   Platinum Support.
If Ordering Activity purchases Platinum Support, Ordering Activity shall receive Premium Support along with a dedicated technical support account manager (TSAM), standardized reporting and incident metrics, and quarterly account review with an onsite visit.

Support Initiation. As soon as reasonably possible following Contractor's receipt and acceptance of Ordering Activity's Order, Contractor through ArcSight will initiate the Support services to be provided hereunder based on Ordering Activity's election of Standard, Premium, or Platinum Support on the initial Order. Contractor through ArchSight will (i) create an account for Ordering Activity on its web support portal, (ii) upload the applicable Software purchased by Ordering Activity, and, (iii) send Ordering Activity a welcome message which notifies Ordering Activity that the applicable Software is available for download and provides detailed instructions outlining the Support process.

Value Added Services. Security System Update Subscription, including Signature Categorization and Vulnerability Mapping, is a value added service, separately priced as an additional Maintenance offering, that may be purchased by Ordering Activity for additional fees. If purchased, Contractor through ArcSight will refresh Ordering Activity's Security Content with Contractor's most current content.

Technical Problem Classification and Response Times. If Ordering Activity reports a technical problem in the Software that degrades its performance or the performance of Ordering Activity's system ("Technical Problem"), Contractor through ArcSight will respond to Ordering Activity regarding such Technical Problem in accordance with the Response Expectation Table set forth below, according to the priority classification assigned to the Technical Problem by Contractor based on whether Ordering Activity has elected and purchased Platinum, Premium or Standard Support.

Technical Problem Classification. Contractor through ArcSight will assign a priority level to each Technical Problem reported by Ordering Activity based on the Technical Problem Classification Table below, information provided by Ordering Activity and Contractor's reasonable

judgment. Priority 3 will be the default severity level, unless otherwise specified by Contractor's support personnel. Priority levels are defined as follows:

Technical Problem Classification Table

Technical Problem Classification	Description
Priority 1	The Software is unusable or causes a system using the Software to be functionally unusable. Priority 1 is reserved for Technical Problems that occur with Ordering Activity's production environment.
Priority 2	The Software causes the functionality of a system using the Software to be materially degraded, or otherwise causes a Technical Problem more serious than a Priority 3 Technical Problem.
Priority 3	The Software causes a non-critical function of a system using the Software to malfunction, which does not materially impact the functionality of the system.
Priority 4	Ordering Activity's inquiry requires information or assistance on the Software capabilities in accordance with the Documentation.

TECHNICAL PROBLEM REPORTING AND RESPONSE.

Except for Technical Problems that can be resolved by an initial telephone conversation, Ordering Activity must provide Contractor with a reasonably detailed description of the Technical Problem by email. Contractor through ArcSight will use commercially reasonable efforts to take the following steps, in accordance with the Response Expectation Tables below:

Initial Response. Contractor will acknowledge to Ordering Activity its receipt of a Technical Problem notice and will begin collecting any additional information from Ordering Activity necessary to correct the Technical Problem. Each Technical Problem reported will be designated as an "Open Incident" and assigned an "Incident Reference Number" which will be tracked until resolved. Technical Support and engineering resources will be assigned in accordance with the priority of the reported Technical Problem being encountered by Ordering Activity.

Follow-Up Response. Contractor through ArcSight will use commercially reasonable efforts to respond to Technical Problems during the response times set forth in the applicable Response Expectation Table. Contractor will maintain records of all reported Technical Problems and their respective resolutions. All Ordering Activity Support interactions will be tracked utilizing Contractor's Support database for accurate interactions with each Ordering Activity and to ensure Contractor is able to provide continuous improvement in the Support function. Ordering Activity may review their reported Technical Problems, including previously resolved Technical Problems, by accessing the "Open Incidents" section of Contractor's web support portal.

Resolution. Contractor through ArcSight will use commercially reasonable efforts to provide a patch, correction or workaround as a temporary solution for a reported Technical Problem. Contractor will, subject to the complexity of the Technical Problems and in accordance with the Response Expectation Tables, diligently continue to identify and provide resolution for all reported Technical Problems. Contractor may subsequently provide a tested patch, correction or upgrade, or a new version or an interim version of the Software, in its sole discretion. Each Open Incident will remain open and designated as an unresolved Technical Problem until confirmation has been received that the Ordering Activity that reported the Technical Problem is reasonably satisfied with the resolution supplied by Contractor.

RESPONSE EXPECTATION TABLES. Contractor will use commercially reasonable efforts to respond to reported Technical Problems during the response times set forth in the applicable Response Expectation Table.

Response Expectation Table (Standard Support)

Priority	Initial Response	Follow-Up Response
Priority 1	Contact within 4 Standard Support Hours	Immediate and continuing effort during Standard Support Hours with contact at least every 24 hours
Priority 2	Contact within 8 Standard Support Hours	Contact within 4 business days
Priority 3	Contact within 2 business days	Contact within 10 business days
Priority 4	Contact within 2 business days	Contact within 14 business days

Response Expectation Table (Platinum or Premium Support)

Priority	Initial Response	Follow-Up Response
Priority 1	Contact within 1 hour	Immediate and continuing effort with contact at least every 24 hours Contact at least every 24 hours
Priority 2	Contact within 4 hours	Contact within 48 hours
Priority 3	Contact within 24 hours during Standard Support Hours	Contact within 5 business days

Priority 4	Contact within 24 hours during Standard Support Hours	Contact within 7 business days

ESCALATION PROCESS. CONTRACTOR THROUGH ARCSIGHT WILL, WITHIN THE GUIDELINES IN THE TECHNICAL PROBLEM CLASSIFICATION TABLE, RESOLVE ALL TECHNICAL PROBLEMS. IN THE EVENT THAT CONTRACTOR HAS NOT RESPONDED TO ORDERING ACTIVITY IN ACCORDANCE WITH THE APPLICABLE RESPONSE EXPECTATION TABLE BASED ON ORDERING ACTIVITY'S PURCHASE OF SUPPORT, CONTRACTOR'S ESCALATION POLICY MAY BE ACTIVATED TO ENSURE THAT ADDITIONAL AND PROMPT ATTENTION IS PROVIDED TO ORDERING ACTIVITY REGARDING THE TECHNICAL PROBLEM PREVIOUSLY REPORTED. TO ESCALATE RESOLUTION FOR A REPORTED TECHNICAL PROBLEM, ORDERING ACTIVITY SHOULD CONTACT THE MAIN SUPPORT HOTLINE OR ALTERNATIVELY SEND AN EMAIL TO AND REQUEST THE TECHNICAL PROBLEM THAT WAS PREVIOUSLY REPORTED BE ESCALATED APPROPRIATELY TO CONTRACTOR SUPPORT MANAGEMENT. IN ORDER TO ESCALATE THE TECHNICAL PROBLEM EFFICIENTLY, ORDERING ACTIVITY WILL COMMUNICATE THE RELATED INCIDENT REFERENCE NUMBER PREVIOUSLY ASSIGNED TO THE TECHNICAL PROBLEM WHEN REQUESTING THE OPEN INCIDENT BE ESCALATED TO CONTRACTOR SUPPORT MANAGEMENT

ORDERING ACTIVITY RESPONSIBILITIES AND SCOPE OF SUPPORT.

Ordering Activity Responsibilities. Contractor will not be required to fulfill its support obligations unless Ordering Activity provides Contractor with (i) contact information for one or more employees who will be available (a) during Standard Support Hours, (b) during Ordering Activity's business hours, and (c) for Platinum or Premium Support, at other times outside of Ordering Activity's normal business hours if any Support will be provided at such times, and (ii) prompt and free access to any Ordering Activity hardware or software and any reasonable and necessary data communications facilities and equipment of Ordering Activity at no charge to Contractor, if required to permit Contractor to fulfill its support obligations.

Support Exclusions. Contractor will have no obligation of any kind to support third-party software. Contractor will have no obligation of any kind to provide Maintenance for problems in the operation or performance of the Software to the extent caused by any of the following (each, a "Ordering Activity-Generated Error"): (i) modification, alteration or damage by anyone other than Contractor, (ii) failure to use the then-current version of the Software or one Major Release back, (iii) Ordering Activity's negligence, hardware malfunctions or other causes beyond the reasonable control of Contractor, (iv) use of the Products in conjunction with third-party software or hardware not provided or approved in writing by Contractor prior to installation, (v) failure of Ordering Activity to install any Maintenance Release provided by Contractor, (vi) use of the Software not in accordance with Documentation and this contract, (vii) use of the Software in conjunction with a database template that was not supplied by Contractor or Contractor's database template was not applied by, or was modified by, Ordering Activity, or direct access by the Ordering Activity of the data or the database template using or processed by the Software, or (viii) use of the Software on an unsupported platform as outlined within the Documentation or as specified on ArcSight's web support portal. If Contractor determines that it is necessary to perform Maintenance for a problem in the operation or performance of the Software that is caused by a Ordering Activity-Generated Error, then Contractor will notify Ordering Activity thereof in writing as soon as Contractor is aware of such Ordering Activity-Generated Error and Contractor will have the right, if it elects in its sole discretion to perform such Maintenance, to invoice Ordering Activity at Contractor's then-current published time and materials rates for all such Maintenance. Furthermore, Contractor will have no obligation to support software or custom built Flex Connectors that are created by Ordering Activity or that are not supported by Contractor's technical support, development or professional services organizations except as mutually agreed upon in writing between the parties, which may include time and materials as well as an annual support fee; provided, however, that Contractor will provide Support for the FlexConnector Software Development Kit ("SDK") at no additional cost.

Modifications to Support.   Contractor through ArcSight reserves the right to update and or modify the manner in which Support is provided to Ordering Activity; provided, however, that during the Support Term or any one year renewal period, any such update or modification to the Support provided by Contractor will not diminish the Support currently provided to Ordering Activity as specified in this document.

HARDWARE

Return Material Authorization ("RMA"). For Hardware under warranty or Maintenance, Contractor through ArcSight will (at its expense) initiate shipment of advance replacement units within one business day (subject to any local requirements – e.g. pre-inspection by destination country) from the time Ordering Activity notifies Contractor in writing of a major failure of the Hardware and Contractor technical support verifies it is a Hardware issue. The replacement turn-around time depends on Contractor's authorized carrier's availability (i.e., an authorized shipping request needs to be received in time to make that days outgoing shipment) and can be affected by remote ship-to locations. Some Hardware failures may only require replacement parts, or field replaceable units (FRUs), and do not require full system replacement. Contractor FRUs are delivered in the same manner as the advance replacement systems. Contractor FRUs include power supplies, disk drives and the getting started kit (power cord, rack mount rails, getting started guide, etc.) In all cases, Contractor Support will be acting as first line of contact and coordinate the Hardware replacement for Ordering Activity. Upon receiving the advance replacement unit or FRU, Ordering Activity is required to send the defective unit or part back to Contractor (or its manufacturing partner) within ten (10) business days.

Extended Hardware Support. Payment of the Annual Maintenance Fee entitles Ordering Activity to the RMA process in periods following the Hardware Warranty Period, subject to the same exclusions and conditions as stated in this Attachment A. The purchase price of the Hardware included this support during the Hardware Warranty period; however, for the year after the Hardware Warranty Period, such is priced at an additional two percent (2%).

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ART TECHNOLOGY GROUP ("ATG")

ART TECHNOLOGY GROUP LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS:

 "Concurrent User" means any employee or independent contractor of Ordering Activity (or, with certain specified Programs, Ordering Activity's end-user) who is permitted to access and use the Programs. The maximum number of Concurrent Users is specified in the Order(s).

"CPU" means a single processor incorporated as part of a single server. Each core in a multi-core or dual core processor will be treated as a processor/CPU for the purpose of this Attachment.

"Development License" means the right and license to use a Program in connection with the creation of a Site. Such Programs may not be used for production purposes or "going live."

"Documentation" means the user manuals and other documentation for the Programs normally made available electronically to Ordering Activity with the Programs.

 "Enterprise-Wide License" means the right and license to install and use in production, staging and development settings an unlimited number of licenses of such Programs on any number of CPUs or Servers, or for any number of Concurrent Users, for the duration of the ELA Term (defined below).

"ELA Term" is defined on the applicable Order.

"Individual User" means any employee or individual independent contractor of Ordering Activity to whom Ordering Activity has issued a personal user ID and password. Ordering Activity shall ensure that only one personal ID is assigned to each Individual User and that no more than one Individual User uses a single personal user ID and password. Individual User does not mean a corporation, company, partnership, association, entity or organization. The maximum number of Individual Users is specified in the Order.

"Maintenance," "Support," or **"Support and Maintenance"** shall have the respective meanings set forth in the Support and Maintenance Addendum (Addendum A hereto).

"Production License" means the right and license to use a Program in connection with a live Site in a production environment.

"Program(s)" or **"Licensed Program(s)"** means the machine-readable, binary code version of the ATG computer software products and any and all modifications, corrections or enhancements which become part of such

"Staging or Testing License" shall mean the right and license to use the Programs in connection with quality assurance and load testing of a Site. Such Programs may not be used for production purposes or "going live."

LICENSE GRANT AND RESTRICTIONS—GENERAL:

Perpetual License. The Ordering Activity shall receive a worldwide, non-exclusive, non-transferable, perpetual right and license (with no right to sublicense) to use the Programs specified in the order.

Standard License Types. Unless otherwise specified in the applicable Order, each Program may be used in only <u>one</u> of the following ways: (1) only on the number of CPUs identified in the applicable Order (or on replacement CPUs identified to Contractor in writing); or (2) only on the number of Servers identified in the applicable Order; or (3) not to exceed the number of Individual Users or Concurrent Users identified in the Order. The foregoing limitations shall not apply to an Enterprise License during the ELA Term.

Enterprise-Wide License. Contractor grants an Enterprise-Wide License for those Programs identified as "Enterprise" or "ELA" in the "License Type" column of a mutually agreed upon Order. Beginning on the effective date of the applicable Order and ending on the termination date identified on such Order as the "ELA Term", Ordering Activity shall have the right and license to install an unlimited number of licenses of such Programs on any number of CPUs or Servers, or for use by an unlimited number of Individual Users or Concurrent Users. At the end of the ELA Term, Ordering Activity shall certify to Contractor in writing the number of CPUs, Servers or Concurrent Users in active production and use and Ordering Activity's right and license to continue to use such Programs shall be perpetual, but shall be limited to such certified CPUs, Servers, Individual Users and Concurrent Users.

RESTRICTIONS:

No Hosting Rights/ASP Rights. Ordering Activity may use the Programs only to host its own Internet site(s) to which third parties may have access and may not provide hosting, service bureau or application service provider services to third parties.

Backup Copies. If a licensed Server is temporarily inoperable, Ordering Activity may transfer the Programs to another Server having use of no more than the same number of CPUs as were in the licensed inoperable Server, but only until the inoperable Server becomes functional or is permanently

Supplemental Program Use Restrictions. Supplemental modules are delivered with and may be required in order to run certain Programs including the ATG Content Administration, ATG Commerce, and ATG Outreach product modules (collectively, the "Restricted Programs").

If Ordering Activity has purchased a Restricted Program containing supplemental modules, it may only: (i) use the supplemental modules to run the Restricted Programs to the extent required for proper functioning of the Restricted Programs; (ii) use the Restricted Programs on certain designated servers ("Designated Servers"); and (iii) use the search engine supplied with the Restricted Programs to index and access content managed by those Restricted Programs.

ATG Customer Intelligence Functionality. The ATG Customer Intelligence (ACI) functionality is included in the ATG Commerce MC Edition and with starter packs for the following Programs, when sold to customers who have not licensed the MC Edition: ATG Commerce, ATG Outreach, ATG Knowledge, ATG Self-Service, ATG Search and ATG Response Management. The ACI functionality is comprised of one (1) reporting engine, an unlimited number of Advanced Report Viewer seats, one (1) Web Administrator seat and one (1) Professional Report Author seat (named users only). Any additional Web Administrator, Full Administrator, Professional Report Author or Business Report Author seats must be licensed separately at an additional cost and are not included in any Enterprise-Wide License.

Reservation of Rights. All rights not expressly granted to Ordering Activity are reserved by Contractor.

WARRANTY, REMEDY AND RESTRICTIONS:

Warranty. Contractor represents and warrants to Ordering Activity that: (i) Contractor and its agents will provide the Support and Maintenance, Professional Services and any applicable hosting services in a competent and professional manner; (ii) the Programs do not infringe any United States, Canadian, or European Union patent or copyright of a third party; (iii) the media (if any) on which the Programs are delivered will be free from defects in materials and workmanship for a period of ninety (90) days beginning on the date of delivery; and (iv) the Programs, as delivered by Contractor to Ordering Activity and installed in accordance with the Documentation and operated on the computer systems which are supported by the Products, will perform substantially as described in its then current Documentation for ninety (90) days from the date of delivery (the "Product Warranty").

Warranty Remedies. Ordering Activity's remedy for any breach of the Product Warranty shall be: (a) for Contractor to exercise reasonable commercial efforts to repair, modify or replace the Program and, after exercising such efforts without success, (b) for Contractor to refund the amounts paid in respect of the defective Program, together with any unused, prepaid Maintenance Fees paid to Contractor for such defective Program.

Exclusions. Contractor shall not be obligated to remedy any Program defect that cannot be adequately repeated. The Product Warranty does not apply to any Programs which (i) have been altered, except by Contractor or in accordance with its instructions evidenced by writing, facsimile or email, (ii) have been used in conjunction with another vendor's product resulting in the defect, (iii) were other than the most current version of the Programs (to the extent that any failure of the Programs would have been avoided by the use of the most current version), (iv) have been damaged by improper environment, abuse, misuse, accident or negligence or (v) the Programs have not been properly installed and operated in accordance with the Documentation. Because the Programs and Documentation are complex, Contractor does not warrant that they are error-free or that their use will be uninterrupted.

Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES MADE ABOVE, CONTRACTOR MAKES AND ORDERING ACTIVITY RECEIVES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND CONTRACTOR SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; OR STATUTORY REMEDY. NO STATEMENT WHETHER MADE BY CONTRACTOR'S EMPLOYEES, AGENTS OR OTHERWISE, SHALL BE DEEMED TO BE A WARRANTY BY CONTRACTOR FOR ANY PURPOSE OR TO GIVE RISE TO ANY LIABILITY ON THE PART OF CONTRACTOR UNLESS SPECIFICALLY CONTAINED IN THIS LICENSE.

SUPPORT AND MAINTENANCE OF PROGRAMS

Contractor will provide the Support and Maintenance services pursuant to this Addendum A. Specific Support and Maintenance services, including error definitions and SLA response times, are described in the ATG Product Support User's Guide (the "Support Guide").

Contractor will provide Standard or Premium Support and Maintenance at the level identified in a mutually agreed upon Order entered into by the parties.

Contractor will provide Support and Maintenance services for the then-current Major Release (defined below) of the Programs (most recent point version, or "n") plus the immediate prior Major Release of the Programs ("n-1") licensed by Ordering Activity. Contractor shall continue to provide Support and Maintenance for the next prior Major Release of the Programs ("n-2") until the official end-of-life period (as hereinafter defined) has been reached for such Major Release n-2, at which time all telephone and e-mail support shall end for Major Release n-2. Contractor shall continue to provide assisted self-service support to Ordering Activity during the term of this Addendum A for any Major Release. A "Major Release" is a Program identified by a change in the number immediately to the left of the decimal point, e.g., ATG Application Server Version 5.1 or 6.1 and a "point version" is a Program identified by a change in the number immediately to the right of the

decimal point, e.g. ATG Application Server Version 6.1 to 6.2 or 6.2.1.

The "End-of-Life Period" for a Major Release shall be the later of (a) 12 months after the second subsequent Major Release or (b) 12 months after written notice from Contractor, which notice shall also describe the release schedule of any remaining patches and information regarding migration to the then-current Major Release. For illustrative purposes, the end-of-life period of Major Release n-2 will not occur until at least 12 months after the release of Major Release n.

Support Hours. ATG Premium Support coverage is available via all contact channels Monday through Friday, excluding national holidays, from 9 A.M. to 5 P.M., Ordering Activity's local time. Coverage is available on these days outside of business hours via email. Coverage over weekends and national holidays is available via pager for critical and high priority cases.

ATG Standard Support coverage is available Monday through Friday, excluding holidays, from 9 A.M. to 5 P.M. Ordering Activity's local time. Telephone and/or e-mail Support services for Standard Support will be available during normal business hours: Monday through Friday, 9:00 a.m. to 5:00 p.m., Ordering Activity's local time, excluding national holidays, unless Ordering Activity has purchased Premium Support.

Error Correction. Support shall be provided for the purpose of investigating Program errors that have been reported and documented in writing by Ordering Activity. Contractor will acknowledge to Ordering Activity receipt of a reported error and will attempt to recreate Ordering Activity-detected errors, provided that the error can be recreated with an unmodified release of the Programs. Contractor will use commercially reasonable efforts to develop a work-around for the error. To report an error, Ordering Activity shall submit to Contractor a listing of output code, a clear description of the problem and error message(s), information regarding the equipment and operating system on which the Programs is loaded, and any other data that Contractor may reasonably request in order to attempt to reproduce the conditions under which the error occurred.

Designated Contacts. Telephone and e-mail Support will be limited to Ordering Activity's designated contact(s) identified on the Order. Such individuals will be responsible for reporting any detected errors in the Programs to Contractor. No other individual(s) shall be authorized to report any error on behalf of Ordering Activity. Contractor shall not be obligated to respond to any unauthorized reports, which shall include reports provided by any means other than via the toll-free telephone number, the applicable fax number, Contractor's support Web Site, or email to the designated email address.

Updates, Upgrades and Bug Fixes. During the Initial Maintenance Term or any subsequent renewal maintenance term, Contractor shall provide Ordering Activity with all updates, upgrades and bug fixes for the licensed Programs as and when they are made generally commercially available by Contractor.

Support and Maintenance Term. The initial term of the Support and Maintenance shall be for a period of twelve (12) months beginning on the date of delivery of the Programs ("Initial Maintenance Term"). Maintenance may be renewed only for an annual term and only for all Programs licensed by Ordering Activity; partial renewals will not be accepted.

Reinstatement. If Ordering Activity terminates Support and Maintenance services for any reason but subsequently wishes to reinstate such services, Ordering Activity shall pay all fees that would have been due as if there had been no break in service or, if a new Major Release of the Program has been commercially released since the date of the termination of such services, then Ordering Activity shall pay the fees applicable to licensing the new Major Release, whichever is greater.

Previously Licensed Programs. The Support and Maintenance associated with the purchase of an ELA is exclusive of and in addition to any and all Support and Maintenance currently under agreement by Ordering Activity. If Ordering Activity has previously licensed the same Licensed Programs as purchased under an ELA, Ordering Activity agrees to continue the ongoing support for such Licensed Programs previously licensed for the duration of the ELA Term.

Duties of Ordering Activity. Ordering Activity agrees to cooperate with Contractor to the extent necessary for Contractor to perform its Support services. Such cooperation shall include, but not be limited to, providing Contractor with all information reasonably requested by Contractor personnel.

Limitations. Contractor will be responsible only for supporting the Programs and not for supporting Ordering Activity's own software or any third party software (except as otherwise set forth in the Order). Contractor may, upon reasonable notice, cease providing Support services or limit the availability of such services to Ordering Activities who, in Contractor's reasonable judgment, are abusing the customer support system. By way of example and not by way of limitation, such abuse may include excessive requests for assistance unrelated to errors in the Programs or lack of cooperation with the reasonable requests of Contractor personnel for error documentation.

TRAINING

ATG Public Course Schedule: Contractor's public course offerings for ATG are required to meet a minimum number of students in order to remain on the schedule. Contractor reserves the right to cancel public classes should enrollment not meet the required minimum.

Cancellation & Rescheduling: The ordering activity will notify the Contractor to cancel or reschedule (15) days prior to start of the training scheduled at the ordering activity's location. The Contractor will then permit the ordering activity to either cancel or reschedule the training at no additional charge. Should Contractor not receive notification before this time; ordering activity will be liable for 50% of the course fee. If air fare travel has been scheduled and fees incurred prior to cancellation, ordering activity will be invoiced for any change fees or non-refundable air fare charges.

The ordering activity will notify the Contractor at least one week prior to the scheduled public training at Contractor location. Should ordering activity fail to inform Contractor before this time; ordering activity will be liable for 50% of the course fee. In the event the ordering activity fails to appear for scheduled training without notifying Contractor, the ordering activity will be liable for the contracted dollar amount of the training course.

ON-SITE TRAINING:

Confirmation: The training rates for classes delivered at ordering activity location include all services required to deliver the course with the exception of Contractor travel and living expenses which will be invoiced upon completion of the training. Any applicable state taxes will also added at the time of invoicing.

Preparation: When conducting a training class at a designated ordering activity location, it is the responsibility of the ordering activity to provide a classroom that meets the technical / electrical requirements. The Contractor will be responsible for working with a designated contact at the ordering activity site to ensure that the training software is loaded onto the classroom PCs/laptops. The classroom should also be prepared with a white board and projector for instructor use.

Course Materials: Student materials will be provided prior to class delivery. Each student will receive a student study guide on the first day of the course. This guide is for the students to keep and reference as needed after the course.

Travel & Expense Policy: Contractor travel & expenses are additional, billed as actual and follow Contractor's travel and expense policy and the Joint or Federal Travel Regulations, as applicable. Upon receipt of a signed Training Agreement (issued for on-site training) and in compliance with the Cancellation Policy, travel arrangements will be made 10-15 business days prior to start of training. Travel and expenses will be billed as actual and invoiced with the training services delivered.

All on-site training travel expenses conducted over consecutive weeks are subject to multiple round trip air fares; for an Instructor traveling home for the weekend or for a different Instructor conducting the next scheduled session. Should an Instructor elect to stay in the on-site / client locale for the weekend, lodging and per diem expenses will be incurred by the ordering activity.

Follow up Support: Contractor does not provide post training follow up support.

Pricing: The Education pricing noted herein will remain valid for one year from date of Order. Following that date, the pricing may be subject to change.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

BACKOFFICE ASSOCIATES

BACKOFFICE ASSOCIATES LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"*Software*" means (i) the object code version of the software products designated on the relevant Order hereto and provided to Ordering Activity by Contractor and its supplier in executable form, (ii) the associated program documentation ("Documentation"), (iii) any source code or object code which BackOffice in its sole discretion may provide to Ordering Activity from time to time and (iv) any Updates, modifications, maintenance releases, bug fixes or work-arounds which BackOffice may provide to Ordering Activity from time to time.

"*Designated Equipment*" means the computer hardware on which the Software will be installed as set forth on the relevant Order.

"*License Term*" shall have the meaning set forth in Section 0.
"*Production Site*" means the address and location of the Designated Equipment on which the Software will be installed as set forth on the relevant Order.

"*Updates*" means any updates to the Software licensed hereunder which Contractor, in its discretion, makes generally available to its Software licensees.

GRANT OF LICENSE

Contractor grants to Ordering Activity a non-exclusive non-transferable and revocable right to use the Software identified in such Order on the Designated Equipment located at the designated Production Site as set forth in the Order.

Ordering Activity may possess and use only the number of copies of the Software necessary for the type of use specified in the Order and may use such copies only in accordance with the Order and this Attachment. Contractor, through its supplier, BackOffice, shall at all times retain full and unequivocal ownership of all Software, including any Documentation, derivative versions and any copies thereof and all configurations of the Software created or developed during the term of license. For clarity, Ordering Activity shall retain all ownership interests in Ordering Activity data processed or converted by the Software.

Contractor will deliver to Ordering Activity, as soon as is practicable, one printed or machine-readable copy of the Documentation. Ordering Activity may not reproduce the Documentation, except as provided herein or in an Order, without Contractor's express written permission.

Except as otherwise set forth herein or in an Order, Ordering Activity may only copy the Software for backup or archival purposes.

This Attachment does not grant and Ordering Activity receives no other rights or licenses under this Attachment to the Software, derivative works (as defined in the United States copyright Act of 1976, Title 17 USC Section 101 et. seq.) or any intellectual property rights related thereto, whether by implication, estoppel or otherwise.

Ordering Activity is responsible for providing all hardware necessary in order to operate the Software.

LICENSE RESTRICTIONS

Ordering Activity agrees that it will not itself, or through any associated agency, department, office, , agent or other third party:
-    sell, lease, license, sublicense, or otherwise encumber any portion of the Software or Documentation;
-    decompile, disassemble, or reverse engineer any portion of the Software or attempt to discover any source code or underlying ideas or algorithms of any Software;
-    create any derivative work based on the Software or any Contractor Confidential Information;
-    use the Software to provide processing services to third parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis or otherwise use or allow others to use the Software for the benefit of any third party;
-    provide, disclose, divulge or make available to, or permit use of the Software by persons other than Ordering Activity's employees, contractors, or agents who have signed a confidentiality agreement consistent with the terms and provisions herein, without Contractor's prior written consent;
-    use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency.

All the limitations and restrictions on the Software in this Attachment also apply to any documentation provided.

MAINTENANCE

Ordering Activity shall appoint a maintenance service contact(s) ("Customer Maintenance Contacts") that shall be responsible for communicating and working with Contractor, through its supplier, BackOffice, regarding the Maintenance Services. Contractor, through its supplier, BackOffice, shall only provide the Maintenance Services directly through the Customer Maintenance Contacts. Ordering Activity may change Customer Maintenance Contact upon prior written notice to Contractor.

Contractor, through its supplier, BackOffice, will provide those Maintenance Services set forth in below.   Notwithstanding the foregoing, for products that are part of BackOffice's "Data Migration" set of software products, Contractor shall only provide error corrections and bug fixes ("Corrections") for the most current version and the two immediately prior versions of the Software. For all other software, Contractor will only provide Corrections for the most current version and the one immediately prior version of the Software. In both cases, for Software that is beyond the limits set forth herein, in the event that Ordering Activity requires an error correction or a bug fix, Ordering Activity may (i) if Contractor has previously developed a resolution for a confirmed error, request such resolution; or (ii) contract with Licensor to provide the error correction or bug fix on a mutually agreeable time and materials basis.

Subject to the provisions of Section 6.3 above and unless otherwise noted in the relevant Order, Maintenance Services shall consist of:
-        Access to technical support 24 hours a day/7 days a week/365 days a year through BackOffice's internet support system, IssueTrak. IssueTrak allows Ordering Activity to: (1) submit issues, errors and enhancements requests; (2) track the status of previously submitted requests; and (3) view relevant knowledgebase articles;
-        Telephone technical support during normal business hours, (Monday through Friday, 9:00am to 5:00pm Eastern Standard Time) concerning the installation and use of the Software; and
-        Access to the BackOffice Support web site, which contains a knowledge base, problem submission and reporting tools, corrections, tools, and software documentation;
-        Error corrections, enhancements, upgrades, and product Updates that Contractor in its discretion makes generally available to its customers and are not designated by Contractor as products for which it charges a separate fee.

Contractor shall have no obligation to support
(a)   altered, damaged or modified (except as authorized by Contractor) Software or any portion of the Software incorporated into other software;
(b)   use of the Software other than as specified in the Documentation; or
(c)   Software installed on a system that is not supported by Contractor. Contractor will respond to Ordering Activity's technical support issues according to the following "severity levels"—
o   **Critical** - an issue with the Software where there was a system or process failure during routine operation that prevents the Ordering Activity from completing a necessary business process. This includes loss of data, data corruption, unexpected exit, task failure, or unsecured access. The system crashes without a workaround.
o   **High** - an issue with the Software where required functionality is not operational; data corruption, loss of data, or system interruption may occur: severe performance degradation exists; or functionality does not meet regulatory requirements. A major portion of the software is not functional, but can be bypassed. Specific functionality failure with no workaround.
o   **Medium** - a defect in the Software where some options of required functionality are not operational, performance degradation, problems where workarounds cause significant operational overhead. An error exception in the error log that has no impact to the Ordering Activity or to the success of the function being performed.
o   **Low** - a defect in the Software with non-required functionality, superficial problems not affecting functionality, cosmetic issues. A problem related to grammar or spelling.

Upon receiving notification of an error in the Software by Ordering Activity, Contractor, through its supplier, BackOffice will assign the appropriate severity level to the error and will inform the Ordering Activity the severity level assigned. Contractor will then attempt to recreate the error in the BackOffice support system and will use reasonable efforts to contact the Ordering Activity within 2 hours for a Critical severity issue, within 4 hours for a High severity issue, and within the next one to two business days for all other issues. Ordering Activity agrees to cooperate in providing the necessary information in order   to recreate the reported error. Once the error has been recreated and confirmed by Contractor, Contractor will begin creating a work-around or a fix for the error.   Contractor will use reasonable efforts to provide a resolution (which can include a patch, work-around, or a fix) within 48 hours of the recreation of the reported error for a Critical severity issue, within 5 business days for a High severity issue and between 15 and 30 business days for all other issues. If Contractor is unable to recreate the reported error within a reasonable amount of time or reasonably believes that a resolution cannot be provided within the applicable time frame, Contractor will immediately contact Ordering Activity and the parties will develop a mutually-agreeable resolution plan.

In the event that Contractor does not meet the goals set forth in above, or if Ordering Activity disagrees with the severity classification of a particular issue, Ordering Activity can escalate the issue to the appropriate Product Manager. If the issue cannot be resolved by the Product Manager, the issue will be escalated further for resolution.

In the event Contractor has previously developed a resolution for a confirmed error, Contractor will promptly provide that resolution to Ordering Activity. If an error has been fixed or resolved within an update to the Software, Contractor may, at its option, provide Ordering Activity with only the update instead of providing a specific fix or correction.

Contractor may elect, on sixty (60) days notice to Ordering Activity, to cease providing Maintenance Services to Ordering Activity for a particular product line effective on the fourth or any later Anniversary Date with respect to that Software.

WARRANTY AND DISCLAIMER

Contractor warrants to Ordering Activity that the Software will perform in substantial accordance with its documentation for a period of ninety (90) days from the Effective Date. If the Software does not perform as warranted, Contractor shall undertake to correct the non-conforming part of the Software, or if correction is reasonably not possible, replace such non-conforming part of the Software free of charge. If neither of the foregoing is commercially practicable, Contractor shall refund the monies paid by Ordering Activity for that non-conforming part of the Software. In the event that such refund is made, the parties shall amend the relevant Order with respect to the non-conforming part of the

Software. The foregoing warranty shall not apply to the extent that the Software is used or interfaced with other software, data or operating systems which are not functioning properly or if the Software has been modified in a manner not authorized by Contractor.

The warranty set forth above is made to and for the benefit of Ordering Activity only and applies only if:
-    The Software has been properly installed and has been used at all times in accordance with the Documentation and this Attachment;
-    All modifications, alterations or additions to the Software, if any, have been made by Contractor or its supplier, BackOffice; and
-    Ordering Activity has not made or caused to be made modifications, alterations or additions to the Software that cause it to deviate from the Documentation.

Except as set forth above, Contractor makes no other warranties, whether express, implied, or statutory regarding or relating to the Software or the documentation, or any materials or services furnished or provided to Ordering Activity under these terms. Specifically, Contractor does not warrant that the Software will be error free or will perform in an uninterrupted manner. To the maximum extent allowed by law, Contractor specifically disclaims all implied warranties of merchantability, infringement, and fitness for a particular purpose (even if Contractor had been informed of such purpose) with respect to the Software, documentation and Maintenance Service to the use of any of the foregoing.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

BANTU

BANTU LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"**Bantu Software**" means the object code version of computer software and related documentation and/or services, including but not limited to any modifications or additions provided by Contractor.

"**End User**" means a person who is authorized by the Ordering Activity pursuant to these terms to access and use the Software for the Ordering Activity's internal business purposes and without the right to sublicense or redistribute.

"**Enhancements**" means each new release of the Bantu Product containing system enhancements that is made commercially available by Contractor to its licensees. Enhancements shall not include any improvements to the Bantu Product which are only furnished to the market by Contractor as separately priced, optional or extra cost improvements.

"**Licensee**" means the Ordering Activity

"**Maintenance**" means that Contractor shall use its commercially reasonable efforts to correct defects in the Bantu Product within a reasonable period of time in accordance with Contractor's then-current service level guidelines ("**Support Guidelines**") or to Licensee's copy of the Bantu Product with another non-defective copy of the Bantu Product in Contractor's sole discretion.

LICENSE

Contractor hereby grants to Licensee a nonexclusive, nontransferable license to access and use the Bantu Instant Messaging and Presence Management Platform in object code form, proprietary software ("*Software*"), the supporting materials ("*Licensed Materials*"), (collectively, "*Product*") solely in the manner and as identified in these terms and conditions. Access and use of the Product shall be: (a) in the manner described in below; (b) for the Term set forth in the Order; and (c) shall be limited to the number and type of end-user(s) designated in the Order who are parties granted access to the Product solely for the purposes set forth therein. All such authorized users are "*End-Users*" for purposes of these terms.

SCOPE OF USE; RESTRICTIONS

In no event shall the term "Licensee" include any related party of Licensee, unless expressly agreed to in writing by both parties. In the event that Licensee or a related party desires to license the Product for a purpose other than that set forth in the Order, such entity shall be required to place an order for an additional copy of the Product, plus all applicable end-user, maintenance, consulting, implementation and/or other items related thereto.

Licensee agrees to limit access to the Product to the scope and purpose as well as to the End-Users, all as specified in the Order, and to prohibit access to the Product by other parties and to use reasonable efforts to ensure that its End-Users use the Product only as authorized by these terms and for no other purpose. Licensee's "reasonable efforts" obligations as provided herein shall include, but not be limited to, establishing procedures to monitor access to and enforce the terms of use of the Product. Licensee shall be responsible for any failure of any of Licensee's End-Users to comply with these terms and conditions. Licensee shall be solely responsible for configuring its system to protect its own information.

Licensee may not copy or otherwise reproduce the Product. Licensee is prohibited from (a) modifying the Product, (b) distributing, sublicensing or otherwise transferring the Product directly or through third parties, (c) altering or removing any copyright or other proprietary rights notices on the Product; and (d) using (or causing to be used) the Software for rental, or as a part of a time-sharing or service bureau operation. Licensee shall not decompile, disassemble, or reverse-engineer the Software.

WARRANTY

Software Performance. Contractor warrants that the Software shall at the time of initial installation of the Software and for a period of ninety (90) days thereafter (the "*Warranty Period*") operate substantially in accordance with Contractor's then-current published specifications.

Remedy. In the event that a nonconformity appears in the Software during the Warranty Period, Licensee shall provide Contractor with written notice of the claimed nonconformity and information sufficient to permit Contractor to recreate the nonconformity. Contractor shall use its commercially reasonable efforts to cure said nonconformity within a reasonable period of time. This shall be Licensee's remedy regarding any nonconformity of the Software during the Warranty Period.

Disclaimer. None of the foregoing warranties shall apply if: (1) the Software was not used in accordance with Contractor's then-current published specifications; (2) the Software was modified by Licensee or a third party without Contractor's consent; (3) Licensee's computer(s) malfunctioned and the malfunction caused the nonconformity; or (4) any other cause within the control of Licensee caused the nonconformity. CONTRACTOR DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY Software WILL MEET Licensee's REQUIREMENTS OR THAT Software WILL OPERATE ERROR FREE OR THAT IT WILL OPERATE UNINTERRUPTEDLY OR THAT IT WILL OPERATE IN

COMBINATION WITH OTHER Software (EXCEPT AS PERMITTED BY CONTRACTOR's THEN-CURRENT PUBLISHED SPECIFICATIONS) OR THAT ALL PROGRAM DEFECTS ARE CORRECTABLE. Contractor further does not warrant that it will be able to support communication between the Registered End Users and users on other networks, including, without limitation, the AOL, ICQ, MSN, Yahoo networks (each, a "Network") which Contractor may choose to support. Licensee acknowledges that communication with each Network may be terminated by each such Network at its option at any time. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, QUIET ENJOYMENT AND NON-INFRINGEMENT.

CONSULTING SERVICES

At Licensee's request, Contractor may to the extent reasonably practical, provide mutually-agreed upon installation, configuration, integration, customization, testing, training, systems integration and other standard consulting services related to the Product that Contractor regularly provides at the service rates stipulated in the Schedule ("**Service Rates**"). Licensee shall, in addition, reimburse Contractor for all reasonable living and travel expenses incurred in the provision of such services, as well as for training materials used by Contractor in providing such services, including all shipping costs and out-of-pocket expenses associated therewith.

MAINTENANCE AND SUPPORT PLAN

General. Provided that Licensee has paid the Support Plan Fees as defined herein, Licensee shall be enrolled in Contractor's BANTU Maintenance and Support Plan ("*Maintenance Plan*") that entitles two support desk employees of Licensee and two (2) back-up employees (collectively, "***Designated Contacts***") to Maintenance and Enhancement (described below) for the Software. Licensee shall notify Contractor in writing of the name(s) of its Designated Contacts, and Licensee may change such Designated Contacts upon written notice to Contractor.

Maintenance and Support.

Maintenance. Provided Licensee has paid the Support Plan Fees to Contractor, Contractor shall provide Maintenance for the Bantu Products. Maintenance shall include access to Enhancements, as defined below, as well as access to bug fixes as part of standard software updates which are made generally commercially available by Contractor.

Support. Provided Licensee has paid the Support Plan Fees to Contractor, Licensee shall identify two (2) technical personnel to whom Contractor shall provide Support for the Bantu Products (Licensee's "**Designated Contacts**"). Licensee shall notify Contractor in writing of the name(s) of its Designated Contacts, and Licensee may change such Designated Contacts upon written notice to Contractor.

Enhancements. Provided Licensee has paid the Support Plan Fees to Contractor, Contractor shall upon written request from Licensee provide to Licensee one (1) copy of each Enhancement and corresponding technical documentation. Enhancements shall not mean improvements to the Bantu Product announced by Contractor as separately priced, optional or extra cost improvements.

Cancellation. Either party may terminate the Support Plan at the expiration of any Renewal Term by providing sixty (60) days written notice to the other party prior to such expiration.

Reinstatement. In the event that Licensee terminates its enrollment in Support Plan, Licensee may re-enroll in Support Plan by accepting the then-current version of Software and paying: (1) the then-current Support Plan Fee; and (2) a reinstatement fee equal to the cumulative annual Support Plan Fees that would have been invoiced during the period the Support Plan was terminated.

Wavier of Contractor's Obligations. Contractor shall have no obligation to provide Support, Maintenance, Enhancements or Database Updates for the Software to Licensee if: (1) the Software was not used in accordance with Contractor's then current published specifications; (2) Software was modified by Licensee; (3) Licensee's computer malfunctioned and the malfunction caused a defect in the Software; or (4) any other cause within the control of Licensee caused a defect in Software.

SUPPORT GUIDELINES

Standard Support Availability Times
- General Service Hours
- Office Hours 9 a.m. – 6 p.m. EST
- 24/7 Emergency Pager Number
- Support E-Mail during Office Hours

Standard Support Issue Response Times
1. Major Bug involving Site Loss, Inability to Reach Web Servers from Any Location:
i. Emergency Pager Notification
ii. Response Time, within 30 minutes

2. Feature Not Working as Documented:
i. Pager, Voice, E-Mail during Office Hours
ii. Response Time, within 4 hours

> 2. Response Time: For standard support, Response Time set forth herein is the time within published business hours from which Contractor receives notice of a issue from Company, after which Company can expect a returned call to begin problem

resolution. Company may choose to obtain Premium Support (7 by 24 hour support), under which Response Time is the time from which Contractor receives notice of the issue from Company until Contractor calls back.

d. Updates/Upgrades: All Product updates and upgrades will occur during a mutually agreed upon maintenance window.

e. Premium Maintenance and Support: During the Term of this contract, the Parties may also negotiate and agree in writing for Licensor to provide Premium Maintenance and Support services, which might include software and database monitoring and other additional services, the fees for which would be mutually agreed by the Parties.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

BEYONDTRUST

BEYONDTRUST LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITION OF BEYONDTRUST PRODUCTS. For purposes of these terms, the "BeyondTrust Products" shall mean the BeyondTrust software product(s) (the "Software") and certain hardware ("Equipment"), if applicable, identified in a purchase order issued by the Ordering Activity and accepted by Contractor (collectively a "Purchase Order") together with the related user manuals and other related documentation ("Documentation"). The Software is delivered on magnetic disk(s), compact disc(s) or Internet download(s) ("Media"), as and when determined by Contractor. "You" and "Your," as used herein, shall refer to the Ordering Activity.

LIMITED USE. If You have downloaded or have otherwise been provided with a BeyondTrust Product for Use pursuant to a Purchase Order, Contractor hereby grants You a perpetual, revocable, nonexclusive, nontransferable, non-assignable right and license to install and use the Software (a) on the physical and virtual machine(s) located at the physical location(s) designated in the applicable Purchase Order or (b) on the Managed User Objects and/or Managed Computer Objects set forth in the applicable Purchase Order and to use the Documentation provided in connection therewith. Your use of the Software is limited to the number of licenses set forth in the applicable Purchase Order (the "Permitted Licenses"). If You desire to use the BeyondTrust Products in excess of the Permitted Licenses or at another location, You must first obtain the written consent of Contractor, and pay the then-current Software license fee and transfer and/or upgrade charges. The BeyondTrust Products may only be used to process data which is Your property and to administer Your internal business operations. You may not assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the BeyondTrust Products to any third party or use the BeyondTrust Products on behalf of any third-party. You agree not to copy the BeyondTrust Products, in whole or in part, except for backup purposes, unless Contractor consents in writing. In total no more than one (1) copy of the Software may be generated by You for the authorized purposes, unless given written consent by Contractor. You agree not to modify, obscure, or delete any proprietary rights notices included in or on the Software, Documentation, or Media, and You agree to include all such notices on all copies. You may not modify the BeyondTrust Products, make derivative works or merge the Software into any other computer programs. You may not reverse engineer or disassemble or decompile the Software, in whole or in part or otherwise attempt to derive their source code.

DISCLAIMER OF WARRANTY. THE BEYONDTRUST PRODUCTS ARE OFFERED "AS IS," AND CONTRACTOR GRANTS YOU AND YOU RECEIVE NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE. CONTRACTOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE OR HARDWARE, OR THAT IT WILL NOT CAUSE ANY LOSS OR CORRUPTION OF DATA.

SUPPORT AND UPDATES. Contractor, through its supplier, BeyondTrust, will provide ESS for the Software for an initial period beginning on the date Contractor delivers the Software to You or otherwise makes the Software available for download by You and ending twelve (12) months thereafter (the "Initial ESS Period"), unless stated otherwise in the Purchase Order. Unless otherwise notified by Contractor, ESS will consist of (a) telephone hot-line support, (b) Software error corrections, (c) workmanship defect corrections and/or replacements, and (d) any updates that Contractor offers, when and if available, as part of ESS (which, for the avoidance of doubt exclude enhancements which are separately offered by Contractor). Cancellation of ESS will not terminate Your right to continue to use the BeyondTrust Product(s). ESS fees shall be due in advance of Renewal ESS Period and shall be subject to the payment requirements set forth in the Schedule. Contractor's obligation under this section shall be to either correct or replace the affected BeyondTrust Products, or, at Contractor's option, to refund the paid license fee during the initial term or the unexpired portion of the paid ESS fee during the affected renewal period, as applicable upon return of the BeyondTrust Products.

POWERBROKER PASSWORD SAFE LICENSE (FORMERLY POWERKEEPER)

In lieu of the Limited Use rights provided above, the following Limited Use rights shall apply for BeyondTrust PowerBroker Password Safe products. All other terms and conditions shall remain unchanged.

LIMITED USE. If You have downloaded or have otherwise been provided with a BeyondTrust Product for Use pursuant to a Purchase Order and subject to Contractor's receipt of the applicable license fees, Contractor hereby grants You a perpetual, revocable, nonexclusive, nontransferable, non-assignable right and license to install and use the Software pursuant to the following: (a) if You have obtained a Server License, You may use the Products to administer up to those authorized number of Your non-desktop managed systems located at the designated location(s) stated on the applicable Purchase Order, and make a reasonable number of additional copies of the Software to be used solely for non-productive archival or passive disaster recovery purposes, so long as neither the original copy nor two copies of the same software are used at the same time. For purposes of these terms, "non-desktop" managed systems means and includes all hardware and software, including servers, firewalls, databases, routers and switches, but excludes desktop computers. (b) If You have obtained a User Desktop License, You may use the Products to administer up to those authorized number of Your desktop computers and at the designated location(s) stated on the applicable purchase order. (c) If You have obtained a High Availability License, You are provided with a backup unit of the Products to be used only when and if the primary licensed Products unit has failed or is otherwise temporarily deactivated. (d) If You have obtained a Cold Spare License, You are provided with an off-line Products unit that only replaces the primary licensed Products unit if and when the primary and the High Availability License Products units fail or are otherwise temporarily deactivated. (e) Use of the Products pursuant to a High Availability or Cold Spare License shall only be used to the maximum authorized extent as originally licensed by You under a Server or Desktop License. (f) If You desire to expand the authorized use of the Products, or change the designated location, You must first obtain the written consent of Contractor, and pay the then current license, transfer and/or upgrade charges. The Products may only be used to

process Your data and administer Your internal business operations. You agree not to copy the Programs, in whole or in part. You agree not to modify, obscure, or delete any proprietary rights notices included in or on the Programs, Equipment, Documentation, or Media, and You agree to include all such notices on all copies that are permitted by Contractor. You may not modify the Products or merge the Programs into any other computer programs. You may not reverse engineer or disassemble or decompile the Programs or Equipment, in whole or in part.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

BIVIO NETWORKS

BIVIO NETWORKS LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE OF SOFTWARE. The Products incorporate or use some proprietary and/or custom software (the "Licensed Software"). The Ordering Activity acknowledges that the Licensed Software is not sold to Ordering Activity and is licensed pursuant to the terms and conditions set forth below.

WARRANTIES. Contractor warrants the Products against defective material and workmanship under normal use and service for a period of one (1) year commencing from the delivery date of such Product (the "Warranty Period"). Contractor does not warrant that the use of the Licensed Software will be error-free and uninterrupted. Contractor will, at its own expense and as its sole obligation, and as Ordering Activity's exclusive remedy, for any breach of this warranty reported to Contractor in writing during the Warranty Period, at its option, either replace the Product with a new Product or repair the Product. Any such repair or replacement by Contractor will not extend the original warranty period. The warranty set forth above does not apply to damage resulting from misuse, abuse or neglect, and becomes null and void upon any modification, movement or improper service performed on any Products by or at the direction of Ordering Activity or any third party. This warranty is applicable to the original Ordering Activity only and may not be asserted by Ordering Activity's customers or users of Ordering Activity's products.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

LICENSE

The Software. "Software" means the program modules and features of the Contractor or Contractor-supplied software, and updates and releases of such software, for which Ordering Activity has paid the applicable license or support fees to Contractor.

License Grant. Contractor grants to Ordering Activity a non-exclusive and non-transferable license, without right to sublicense, to use the Software, in executable form only, subject to the following use restrictions:

    a. Ordering Activity shall use the Software solely as embedded in, and for execution on, Bivio equipment originally purchased by Ordering Activity from Contractor or an authorized Bivio reseller, unless the applicable Bivio documentation expressly permits installation on non-Bivio equipment.
    b. Ordering Activity shall use the Software on a single hardware chassis having a single processing unit, or as many chassis or processing units for which Ordering Activity has paid the applicable license fees.
    c. Other Bivio documentation for the Software (such as product purchase documents, documents accompanying the product, the Software user manual(s), Contractor's website for the Software, or messages displayed by the Software) may specify limits to Ordering Activity's use of the Software. Such limits may restrict use to a maximum number of seats, concurrent users, sessions, subscribers, nodes, or transactions, or require the purchase of separate licenses to use particular features, functionalities, or capabilities, or provide temporal or geographical limits. Ordering Activity's use of the Software shall be subject to all such limitations and purchase of all applicable licenses.

The foregoing license is not transferable or assignable by Ordering Activity. No license is granted herein to any user who did not originally purchase the applicable license(s) for the Software from Contractor or an authorized Bivio reseller.

Use Prohibitions. Notwithstanding the foregoing, the license provided herein does not permit the Ordering Activity to, and Ordering Activity agrees not to and shall not: (a) modify, unbundle, reverse engineer, or create derivative works based on the Software; (b) make unauthorized copies of the Software (except as necessary for backup purposes); (c) rent, transfer, or grant any rights in and to any copy of the Software, in any form, to any third party; (d) remove any proprietary notices, labels, or marks on or in any copy of the Software; (e) distribute any copy of the Software to any third party, including as may be embedded in Bivio equipment sold in the secondhand market; (f) use any 'locked' or key-restricted feature, function, or capability without first purchasing the applicable license(s) and obtaining a valid key from Contractor, even if such feature, function, or capability is enabled without a key; (g) distribute any key for the Software provided by Contractor to any third party; (h) use the Software in any manner that extends or is broader than the uses purchased by Ordering Activity from Contractor or an authorized Bivio reseller; (i) use the Software on non-Bivio equipment where the Bivio documentation does not expressly permit installation on non-Bivio equipment; (j) use the Software (or make it available for use) on Bivio equipment that the Ordering Activity did not originally purchase from Contractor or an authorized Bivio reseller; or (k) use the Software in any manner other than as expressly provided herein.

No Reverse Engineering. ORDERING ACTIVITY SHALL NOT REVERSE ENGINEER, DECOMPILE, DISASSEMBLE OR OTHERWISE ATTEMPT TO DISCOVER THE SOURCE CODE OF THE SOFTWARE OR SCHEMATICS OF THE HARDWARE.

Warranty, Disclaimer of Warranty. If the Software is distributed on physical media (such as CD), Contractor warrants for 90 days from delivery that the media on which the Software is delivered will be free of defects in material and workmanship under normal use. This limited warranty extends only to the Ordering Activity. Except as may be expressly provided in separate documentation from Contractor, no other warranties apply to the Software, and the Software is otherwise provided AS IS. Ordering Activity assumes all risks arising from use of the Software. Ordering Activity's remedy and Contractor's liability under this limited warranty is that Contractor, at its option, will repair or replace

the media containing the Software, or provide a refund, provided that Ordering Activity makes a proper warranty claim to Contractor, in writing, within the warranty period. Nothing herein shall give rise to any obligation to support the Software. Any such support shall be governed by a separate, written agreement. In no event shall Contractor be liable for damages arising from unauthorized or improper use of any Bivio software.

TO THE EXTENT PERMITTED BY LAW, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES IN AND TO THE SOFTWARE (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT DOES CONTRACTOR WARRANT THAT THE SOFTWARE, OR ANY EQUIPMENT OR NETWORK RUNNING THE SOFTWARE, WILL OPERATE WITHOUT ERROR OR INTERRUPTION, OR WILL BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK.

WARRANTY SERVICES

Bivio Networks Standard Warranty Support
Warranty coverage for Bivio Networks products are described below. Additional support coverage can be purchased with Ordering Activity's Bivio Networks Products. Please contact a designated sales representative for support pricing.

	Duration	Hardware	Software
Standard Warranty	1 Year Hardware 90 Day Software	Return to Factory	Software updates, bug fixes

Standard Hardware Warranty & Procedure

Hardware Repair Service - 1 Year from date of purchase

In the event of a hardware system failure within the first 1-year period of ownership, the unit will be either repaired or, at Contractor's discretion, replaced with a new or reconditioned unit. This service requires a phone support evaluation of the failed system by Technical Support personnel, and the issuance of a Technical Support RMA number. The Ordering Activity must ship the failed unit, pre-paid, to Contractor. A repaired or replacement unit will be shipped at Contractor's expense within 15 business days after receipt of the failed unit. (See complete procedure below.)

Return Material Authorization Procedure

Pre-requisite from Ordering Activity:
- Name
- Account Name
- Contract or Bivio Networks Identification
- Hardware/Software Platform
- Chassis Serial Number
- Description of the failure

Return to Factory Hardware Support
- Ordering Activity shall contact Technical Support with all related failure information and request an RMA number.
- Contractor, through its supplier, Bivio Networks, will provide an approved RMA number. This number must be attached on all returns for proper credit to be issued.
- Ordering Activity will return failed products to Contractor for repair and Contractor shall repair or replace, at its discretion, the malfunctioning product and return ship the product to the Ordering Activity within fifteen (15) days of Contractor's receipt of the malfunctioning part from Ordering Activity.
- Ordering Activity will ship all return products freight prepaid. Contractor will return ship the repaired product(s) via standard freight.
- Ordering Activity is responsible for de-installation and installation of products, unless Contractor is contracted or Ordering Activity has a separate contract that supports this.
- The warranty on the replacement product will be thirty (30) days or the remainder of the term on the existing service contract, whichever is longer.

Advanced Replacement Hardware Support (Custom Contracts Only)
- Ordering Activity shall contact Technical Support with all related failure information and request an expedited replacement shipment. Once approved, an RMA number will also be issued for the eventual return of the defective part. This number must be attached on all returns for proper credit to be issued.
- Contractor shall forward replacement products the same business day, by priority shipment, marked for next day delivery, where available.
- Requests for advance shipment of replacement parts (products) must be received no later than 1:00 PM (Pacific Time).
- When failures are remotely diagnosed by Contractor as a hardware problem, Contractor shall forward replacement products the next business day, by priority shipment, marked for next day delivery, where available.
- Contractor shall not be liable for next day delivery for shipments that must clear customs or for delivery to locations outside the next day delivery zone of the carrier.

- Contractor's TAC will advise Ordering Activity at the time of request whether product will be shipped the same business day or the next business day.
- Ordering Activity shall return the malfunctioning hardware product to Contractor within fifteen (15) days of receipt of the replacement hardware product. The previously issued RMA number must be attached to the product to ensure proper credit.
- Malfunctioning hardware product not returned to Contractor within fifteen (15) days of Ordering Activity 's receipt of replacement hardware product, shall be invoiced at Contractor' then-current list price.

Hardware Repair Service – After one year from date of purchase (Non-Warranty)
In the event of a hardware system failure after the first year of ownership, the unit may be sent by Ordering Activity to Contractor for repair. Contractor shall evaluate the condition of the system and provide options with their associated costs for repair/replacement. Contractor may charge Ordering Activity a fee for this evaluation. This service requires a phone support evaluation of the failed system by Technical Support personnel, and the issuance of a Technical Support RMA number. The Ordering Activity must ship the failed unit, pre-paid, to Contractor. The RMA number must be clearly indicated on the box and shipping papers. A repaired or replacement unit will be shipped at Contractor's expense within 15 business days after receipt of the failed unit.

Standard Software Warranty & Procedure
Software Updates - 90 days from date of purchase

Software Updates for system software and Software Products released by Bivio Networks within 90 days of Ordering Activity's purchase of a Bivio Networks product are available by contacting Technical Support. System Software Updates include applicable minor releases (e.g. Release 1.0 to 1.1) to the Bivio Networks family of products. The Ordering Activity must have access to the Internet for Web Browser or FTP downloads as directed by Technical Support.

Software Updates released after the initial 90-day warranty period are available as an upgrade product for the then applicable list price.

Development Support Programs
Contractor's comprehensive Bivio Networks support plans ensure that our customers have access to the critical resources that they need to protect and maximize hardware and software investments throughout the development, integration and deployment phases of the product lifecycle.

Bivio Development Support services are designed to assist our customers in the integration of their system applications into the Bivio Networks hardware and software environment. This aspect of Contractor's support program relates specifically to assistance for the development and QA teams of our customers during their implementation timeframes.

Inquiries typically covered by development support include (but are not limited to):
- Training on hardware and software environment
- Assistance for compiling in BiviOS
- Bivio-specific configuration elements
- Startup scripts
- Hardware and software optimizations
- Performance characterization

We offer a wide variety of support options designed to allow our customers to select the level of support that is right for them. Our development partners may choose from Pro or Pro*Plus* packages, or customize a program to meet their individual needs. The table below illustrates the features of each program.

Development Support Programs	Pro	Pro*Plus*
Base Warranty	Included	Included
Support Hours (PST)	9AM-5PM PST, M-F (Pacific)	24 x 7 x 365
Call Response Time	4 hours	1 hour (9-5 PST, M-F) 2 hours (after hours)
Email Response Time	24 hours (standard business hours)	24 hours (standard business hours)
Web Ticket Response Time	24 hours (standard business hours)	24 hours (standard business hours)
Call Acknowledgement Time	2 Minutes	2 Minutes
RMA Hardware Repair Time (for development systems)	Expedited (5 business days)	Expedited (5 business days) Up to 3 adv. repl./seat

Access to Software releases and/or patches	Included	Included
On-site FAE support	N/A	Up to 2 visits/year (not to exceed 2 days/visit)
2-day Training Seminar (up to 3 participants)	Bivio Corporate	Onsite (North America) (International add'l charge)

The Development Support Program may be renewed annually, and is purchased by "developer seat" for each Ordering Activity project. The selection of "Pro" or "Pro*Plus*" must be made prior to receiving technical support services and at the time of the initial development system order. Additional development seats may be purchased at any time, pro-rated to the annual rate.

Technical Support Options - Leverage Resources by Relying on Ours
Optimize human resources by relying on our product and industry expertise. Our flexible technical support offerings put the Ordering Activity in charge through a variety of options designed to meet the Ordering Activity's needs and response time requirements. Support may be obtained at the Ordering Activity's preference by telephone, email, or web.
- "Pro" Program: 5x8 - Business Hour Support (Monday – Friday, 9:00AM - 5:00PM Pacific, excluding holidays)
- "Pro*Plus*" Program 7x24x365 - Ensure maximum response time with around-the-clock support

Technical Support Personnel will respond to calls within the "Initial Acknowledgement Time" specified by the plan during standard business hours (Monday – Friday, 9AM-5PM Pacific Time) and, for Pro*Plus* contracts (only) within 2 hours for calls made outside of its standard business hours.

Ordering Activity agrees to leave multiple contact phone numbers if possible (Pager, Cellular phone, Alternate Office number, Lab Phone number, etc.) Ordering Activity may contact Technical Support at 1-866-TSBIVIO (1-866-872-4846) or 925-924-8888 (international), and must provide its TAC ID number in order to receive support. Only Ordering Activity's Bivio-trained staff may contact Bivio for support.

Expedited RMA Hardware Repair Time
To minimize development system downtime, Development Support Programs include an expedited RMA hardware repair time for development system hardware. In the event of a hardware system failure on a specified development system, the unit will be either repaired or, at Contractor's discretion, replaced with a new or reconditioned unit. This service requires a phone support evaluation of the failed system by Technical Support personnel, and the issuance of a Technical Support RMA number. The Ordering Activity must ship the failed unit, pre-paid, to Contractor. A repaired or replacement unit will be shipped at Contractor's expense within 5 business days after receipt of the failed unit.

Advanced Replacement (Pro*Plus* Program Only): To further minimize development system downtime, the Pro*Plus* Development Support Program includes Advanced Replacement services for up to three (3) hardware failures (per seat). The Advanced Replacement service allows Ordering Activities to request that a replacement unit be shipped prior to the return of the failed unit. This service requires a phone support evaluation of the failed system by Technical Support personnel, and the issuance of a Technical Support RMA number. Replacement parts will be shipped at Contractor's expense within 24 hours after Technical Support confirmation of the failed unit. Contractor must receive the failed unit within 15 days after issuance of the RMA to avoid replacement charges, billed at the then current list price of the unit including installed options. A replacement unit may be a new or reconditioned unit of equivalent or better value as determined by Contractor.

Software Maintenance
Bivio software maintenance includes the following software services:
- Minor software updates (OS updates, hardware drivers, management interface updates, minor feature enhancements, bug fixes, patches, etc.)
- Major software upgrades (major functionality releases)

On-Site FAE Support (Pro*Plus* Program Only)
The Pro*Plus* Development Support Program includes up to two pre-scheduled visits (per contract year) to the Ordering Activity's development site by a Field Application Engineer (FAE). The on-site visits may be used to assist developers with specific tasks such as optimizing system configurations or debugging code associated with BiviOS APIs (such as the CIG functionality). The specific purpose of the on-site visit must be discussed with Technical Support prior to scheduling the FAE visit.

Maintenance Support Programs
The Bivio Networks Maintenance Support Programs provide continuous hardware and software maintenance and change visibility throughout the production lifecycle of the product. Ordering Activities may choose from two programs, "Sapphire" or "Diamond" in order to select the program features that best meet their product lifecycle support requirements. The table below illustrates the features of each program.

Maintenance Support Programs and Features	Sapphire	Diamond
Base Warranty	▲	▲

Support Hours (PST)	9AM-5PM PST, M-F	24 x 7 x 365
Call Response Time	4 hours	1 hour (9-5 PST, M-F) 2 hours (after hours)
Email Response Time	24 hours (standard business hours)	24 hours (standard business hours)
Web Ticket Response Time	24 hours (standard business hours)	24 hours (standard business hours)
Call Acknowledgement Time	2 Minutes	2 Minutes
On-site FAE support	N/A	Up to 2 visits/year (not to exceed 2 days/visit)
Extended HW Warranty	N/A	Optional (additional charge)
Adv. Replacement	N/A	Yes
RMA HW Repair Time	15 business days	15 business days
Access SW releases/patches	Included	Included
ECN Notification	Included	Included
Customized EOL Program	Optional (additional charge)	Optional (additional charge)

The Maintenance Support Program may be renewed annually, and is purchased for each Bivio appliance platform and associated spare components that are shipped as Ordering Activity production (revenue) systems. The selection of "Sapphire" or "Diamond" must be made at the time of each production system order.

Maintenance Support Options – Continuous Support through Product Lifespan
Bivio Maintenance Support programs offer a variety of options designed to meet the Ordering Activity's needs and response time requirements. Support may be obtained at the Ordering Activity's preference by telephone, email, or web.
- "Sapphire" Program: 5x8 - Business Hour Support (Monday – Friday, 9:00AM - 5:00PM Pacific, excluding holidays)
- "Diamond" Program 7x24x365 - Ensure maximum response time with around-the-clock support

Technical Support Personnel will respond to calls within the "Initial Acknowledgement Time" specified by the plan during standard business hours (Monday – Friday, 9AM-5PM Pacific Time) and, for Diamond contracts (only) within 2 hours for calls made outside of its standard business hours.

Ordering Activity agrees to leave multiple contact phone numbers if possible (Pager, Cellular phone, Alternate Office number, Lab Phone number, etc.) Ordering Activity may contact Technical Support at 1-866-TSBIVIO (1-866-872-4846) or 925-924-8888 (international), and must provide its TAC ID number in order to receive support. Only Ordering Activity's Bivio-trained staff may contact Bivio for support.

Advanced Replacement (Diamond Program Only): To minimize production system downtime, the Diamond Maintenance Support Program includes Advanced Replacement services for all covered systems. The Advanced Replacement service allows Ordering Activities to request that a replacement unit be shipped prior to the return of the failed unit. This service requires a phone support evaluation of the failed system by Technical Support personnel, and the issuance of a Technical Support RMA number. Replacement parts will be shipped at Contractor' expense within 24 hours after Technical Support confirmation of the failed unit. Contractor must receive the failed unit within 15 days after issuance of the RMA to avoid replacement charges, billed at the then current list price of the unit including installed options. A replacement unit may be a new or reconditioned unit of equivalent or better value as determined by Contractor.

Software Maintenance
Bivio software maintenance includes the following software services:
- Minor software updates (OS updates, hardware drivers, management interface updates, minor feature enhancements, bug fixes, patches, etc.)
- Major software upgrades (major functionality releases)

ECN Notification
Bivio Maintenance Support Programs also allow Ordering Activities to receive advance notification of relevant product changes at the system or sub-system level. The ECN notification includes pertinent information regarding the reason for the change and potential impact, if any, to production systems.

On-Site FAE Support (Diamond Program Only)

The Diamond Maintenance Support Program includes up to two pre-scheduled visits (per contract year) to the Ordering Activity's production site by a Field Application Engineer (FAE). The on-site visits may be used to assist in analyzing or debugging errant or failed systems at the deployed location. The specific purpose of the on-site visit must be discussed with Technical Support prior to scheduling the FAE visit.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

CA TECHNOLOGIES

CA TECHNOLOGIES LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS
Contractor shall supply **"CA Software"** and **"CA Services"** contained in the Schedule through the manufacturer, CA Technologies.
"You" and **"Your"** shall mean the Ordering Activity.
"SPD" refers to the "Specific Program Documentation" for each CA Product contained in the Schedule, and is provided below.

LICENSE GRANT. Contractor grants You in the country or region specified in the Order a limited, non-exclusive, non-transferable license to use the CA Software in object form and solely for Your internal business purposes. Such use shall extend to use by You and Your Authorized End Users. "Authorized End Users" means You and Your Affiliate's employees and independent contractors (but excluding any outsourcer, facilities management providers or application service provider). Use of the Licensed Programs by Authorized End Users shall at all times remain Your responsibility and liability. You may use the CA Software for the operation of Your Affiliate's internal data processing where an "Affiliate" shall mean any entity for which You hold greater than a fifty percent (50%) interest or, by force of law or contract but only for so long as you maintain that interest. The type of license You acquire is designated in the Order for the CA Software and may include:
    a. **Perpetual License**: A perpetual license to use the CA Software, which may only be terminated as set forth in Section 9(b) herein.
    b. **Subscription License**: A license to use the CA Software for a specific length of time (the "Term") as set forth in the applicable Order. When the license expires at the end of the Term, You, all Affiliates and Authorized End Users must stop using the CA Software if You have not obtained a new license.
In either case, if Your license is for CA Software designated as "mainframe software" by Contractor, use of such CA Software shall be limited to the hardware, site and/or location within the Territory as specified on the Order. You may transfer such CA Software to new hardware, site or location within the Territory upon prior written notice to Contractor. Transfers outside of the Territory shall require prior written consent of Contractor and may require payment of additional fees.

USE PROHIBITIONS. You may not:
(a) copy, reproduce, distribute or disclose the CA Software, provided that You may make a reasonable number of copies of the CA Software for bona fide "cold standby" disaster recovery, backup and archival purposes and may use such copy for reasonable testing and in the event of a bona fide disaster recovery event. Maintaining copies of the CA Software in a "hot standby" environment or further or additional use of the CA Software for disaster recovery, backup or archival purposes may be subject to payment by You of the applicable fees to Contractor;
(b) modify, unbundle, or create derivative works of the CA Software;
(c) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party;
(d) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation or any CA Software or materials in which the CA Software or Documentation or portions thereof are embedded;
(e) use the CA Software in any manner that exceeds or is broader than the uses licensed to You from Contractor; or
(f) reverse assemble, decompile, reverse engineer or otherwise translate the CA Software, except to the extent specifically permitted by applicable law without the possibility of contractual waiver. All rights not specifically granted hereunder are expressly reserved by Contractor.

LICENSING MODEL AND AUTHORIZED USE LIMITATION.

a. **Licensing Model.** The Licensing Model for each CA Software program included in the Schedule is set forth below, and shall be stated on the Order. By way of illustration, CA Software could be licensed by Contractor on a "per server" Licensing Model, where one copy of the CA Software is installed in a single server operating environment for a given license fee. Other examples of Licensing Models include, but are not limited to, licenses based on and calculated using millions of
instructions per second (MIPS) or millions of service units (MSUs), the total number of end-users, the number of sites in which the CA Software is installed or used, and enterprise-wide use.
b. **Authorized Use Limitation.** The specific scope or number or type of licenses that You have purchased for the CA Software based on the applicable Licensing Model is set forth in the relevant Order. By way of illustration, You may elect to license CA Software with a "per server" Licensing Model on up to five servers in which case the Authorized Use Limitation would be five servers and the fee due might be five times the "per server" fee assuming there is a flat "per server" fee. Your use of the CA Software must not exceed the specified Authorized Use Limitation. Prior to installation or use by You of the CA Software in excess of the Authorized Use Limitation, You agree to contact Contractor to negotiate payment for such incremental excess use in accordance with the applicable Licensing Model.

Maintenance and Support. You may elect to purchase Maintenance for CA Software in addition to the warranty support, if any, provided with such CA Software. Warranty support and the term thereof provided by Contractor, if any, is described below and any additional or different terms and conditions governing warranty support are set forth in the SPD for each CA Software program. To the extent that warranty support is provided by Contractor, it is included in the license fee for CA Software.

Documentation. "Documentation" means (a) with respect to CA Software: only standard specifications, user documentation, and technical manuals and guides provided by Contractor with its CA Software (some or all of which may be in English only) and (b) with respect to Maintenance and warranty support: Contractor's policies covering the scope and nature of Maintenance and warranty support available to CA licensees. You may make a reasonable number of copies of and internally distribute Documentation solely for Your internal business purposes; however You may not modify such Documentation without the prior written approval of Contractor. Any copies or partial copies You

make must bear CA's copyright and any other attribution notices contained in the materials copied. Such Documentation is deemed to be confidential and proprietary to Contractor, and its supplier, CA.

LIMITED WARRANTY. Contractor warrants to You that for the duration of the warranty period for the CA Software or Services, or, if no warranty period is set forth in the SPD and the CA Software or Services are not provided under terms expressly identifying the CA Software or Services as provided on an "as is" basis, a period of thirty (30) days following the date on the Order; (i) when the CA Software is used in an operating environment stated in the Documentation as supported by Contractor, the CA Software will materially conform to the specifications in the Documentation for such CA Software; and (ii) CA Services and Maintenance shall be performed in accordance with industry standards using reasonable care and skill, and provided in accordance with Contractor's then-prevailing policies. If it is established that Contractor has breached either of the warranties in subsection above, Contractor's obligation and Your remedy shall be for Contractor to, at its option,
(1) use reasonable efforts to cure the defect in the CA Software or re-perform the nonconforming CA Services;
(2) replace the CA Software with CA Software that materially conforms to the specifications in the Documentation; or
(3) terminate the CA Software license and provide a pro rata refund of the fees that You have already paid, which for license and Maintenance fees paid with respect to CA Software licensed under a subscription license, shall be calculated against the remainder of the Term from the date it is established that Contractor has breached the foregoing warranties or, if the CA Software was licensed under a perpetual license, a term of three years shall be used for the purposes of the license calculation; or for fees separately identified and paid for CA Services, the refund shall be calculated based on the deliverables provided and CA Services performed prior to the occurrence of the nonconforming CA Services under the applicable ordering document. Any refund of fees paid in accordance with the warranty provisions herein will terminate the license for the affected CA Software or, in the case of Services, performance by Contractor of the applicable Services.

This warranty and the remedies offered are applicable only if:
(i) the reported error or defect is reasonably reproducible by Contractor;
(ii) You report the alleged breach with reasonable specificity in writing within thirty (30) days from its occurrence;
(iii) You provide Contractor with reasonable assistance in the diagnosis and remedy of the applicable breach;
(iv) the CA Software or CA Services are within the warranty period set forth in the SPD;
(v) You have installed and are using all updates, patches and fixes released for the affected CA Software;
(vi) You have complied in all material respects with the terms and conditions of the contract (including but not limited to payment of all fees) and have materially conformed to the Documentation for the affected CA Software, Maintenance or CA Services; and
(vii) the error or defect is due solely to an error or omission on the part of Contractor, its agents or employees.

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE CA SOFTWARE, MAINTENANCE OR CA SERVICES WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE CA SOFTWARE OR CA SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. IF PERMITTED BY APPLICABLE LAW: (A) SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SPECIFIED FOR THE SUBJECT CA SOFTWARE, MAINTENANCE OR CA SERVICE; AND (B) THE REMEDY FOR BREACH OF ANY SUCH WARRANTIES IS LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND NOT TO COMPLY WITH THEM OR THE PROVISION OF SERVICES AGAIN. NO WARRANTIES OF ANY KIND APPLY AFTER THAT PERIOD.

SPECIFIC PROGRAM DOCUMENTATION—PROGRAM NAME: CA SITEMINDER

The CA software program(s) ("CA Software") listed below is provided under the following terms and conditions in addition to any terms and conditions above. These terms shall be effective from the effective date of the Order.

Specified Operating Environment
The CA Software's specifications and specified operating environment information is available upon request, and may be found in Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

Licensing Model
The CA Software is licensed by the number of Users (Internal and External) specified on the Order (the "Authorized Use Limitation").
A 'User' means a single person listed in any Ordering Activity directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified on the Order, a User shall not be counted more than once or on a concurrent basis. Ordering Activity is responsible for use of the CA Software by its contractors.
An 'Internal User' is an intranet User defined as an employee or contractor of the Ordering Activity. The CA Software may be used for Ordering Activity's internal use only, by the Internal Users on Ordering Activity's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Ordering Activity contractor with any users of the CA Software separately licensed by such contractor.
An 'External User' is either an extranet or internet User defined as an employee of Ordering Activity's authorized third parties, which may be Ordering Activity's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Ordering Activity. External Users licensed hereunder may not be aggregated by a Ordering Activity's vendor or business partner with any Users of the CA Software separately licensed by such vendor or partner.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

CLOAKWARE

CLOAKWARE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS.
"Licensee," as used herein, shall mean the Ordering Activity.
"Software," as used herein, shall mean the Cloakware Software described in Contractor's Schedule.

GRANT OF LICENSE. Contractor hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable license to use, for Licensee's internal business purposes, one (1) copy of the Software in object code form for that number of Cloakware Password Authority Credentials (as defined below), as defined in the Order. The "server" component of the Software may be installed on one (1) Licensee server; additional copies for other server installations may be licensed by Licensee for an additional fee. The "client" component of the Software may be installed on any number of Licensee servers. Except as set forth below, the license is not sublicensable by Licensee. The license shall be effective once the Software is sent to Licensee or made accessible to Licensee.

LICENSE RESTRICTIONS. Licensee shall not (i) rent, lease, sublicense, sell, resell, assign, loan or otherwise transfer the Software or any of Licensee's rights and obligations hereunder; (ii) use the Software on an application service provider (ASP), software-as-a-service or service bureau basis; (iii) modify, translate, adapt, merge, reverse engineer, decompile, create derivative works, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law; or (iv) remove or destroy any copyright notices or other proprietary markings contained on or in the Software.

NO WARRANTIES. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, ACCURACY, TITLE AND FITNESS FOR LICENSEE'S PURPOSE WITH RESPECT TO THE SOFTWARE AND THE ACCOMPANYING WRITTEN MATERIALS. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE. THERE IS NO WARRANTY THAT THE SOFTWARE, THE INFORMATION THEREIN, OR CONTRACTOR'S EFFORTS WILL FULFILL ANY OF LICENSEE'S PARTICULAR PURPOSES OR NEEDS.

SOFTWARE AND FIELD OF USE—CLOAKWARE PASSWORD AUTHORITY

The technology licensed hereunder is the Cloakware Password Authority ™ software. The Cloakware Password Authority software is a solution that securely stores Credentials (ID/Password combinations) centrally and enables the run-time retrieval of those credentials only by authenticated and authorized applications and administrators. The Cloakware Password Authority software is designed to operate in the data center on unattended servers and implements Cloakware security technology to prevent tampering, reverse-engineering, and other malicious attacks while increasing the efficiency of the password management process.

 "Cloakware Password Authority Credential" is an ID/Password combination used to connect to a target system. The Cloakware Password Authority ™ software differentiates among three (3) types of Credentials to which the Commercial Terms described herein apply. The three (3) types of Credentials include the following:

i) "A2A" is a software application that includes both the target and the requestor of the Cloakware Password Authority Credential.
ii) "Shared Privileged," which means the target system is a software application running on a server (physical or virtual) and entails situations when the requestors are human.
iii) "Workstation" is a computer that is assigned to an individual for the purpose of conducting his or her work for the company, firm, or entity, and includes personal computers. "Workstation" credentials explicitly exclude computers operating as a server to other computers or as a node in a peer to peer network.

Cloakware's abstraction of the ID/Password combination into an "alias" to be used by a developer is not intended to aggregate multiple ID/Passwords but rather to eliminate the need to share ID/Password information with developers. A single alias will continue to map to a single ID/Password combination for use by an application or many applications. Using aliases does not prevent the replication of accounts as part of a database mirroring process for use by an application. Cloakware Password Authority software is not concerned with the number of applications that use an alias or target account but rather Cloakware Password Authority software focuses on the number of target accounts (i.e., Credentials) registered on the system being used by Licensee.

Cloakware Password Authority Credentials
Licensee is authorized to use the Cloakware Password Authority software for management of A2A Cloakware Password Authority Credentials, Shared Privileged Cloakware Password Authority Credentials, and Workstation Cloakware Password Authority Credentials.

MAINTENANCE AND SUPPORT

Definitions

In addition to the terms defined in above, the following terms shall have the meanings set forth below:

"**Bug**" means an inconsistency between the Software and the Documentation and falls into one of the following categories:

Catastrophic: Seriously disrupts the use of a Product in a production deployment or any major function for its intended purpose.
Critical: Seriously impairs, but does not prevent or seriously disrupt, the use of a Product or any major function for its intended purpose.
Serious: Causes a minor impairment in the use of a Product, in whole or in part, for its intended purpose
Minor: Has no or only a trivial impact on the use of a Product, in whole or in part, for its intended purpose, such as cosmetic or minor spelling errors.
"**Business Days**" means Monday to Friday, except on statutory holidays as normally observed in the State of Virginia, USA.
"**Business Hours**" means the hours of 8:00 AM to 5:00 PM Eastern Standard Time on a Business Day.
"**Interim Release**" means an interim solution on a specific operating system, which has been modified and tested to resolve a specific Bug.
"**Permanent Solution**" means an Update of the Software in which a Bug has been resolved.
"**Response Time**" means the timeframe within which an employee or representative of Contractor shall respond to Licensee in the event that a Bug is reported.
"**Updates**" means collectively, the Maintenance Modifications, Basic Enhancements and the Major Enhancements, developed and supplied by Contractor.

> (a)   "**Maintenance Modifications**" mean any Updates, other than Basic Enhancements or Major Enhancements, to the Software or Documentation that correct errors or provide other incidental corrections.
> (b)   "**Basic Enhancements**" mean any Updates that are not Major Enhancements or Maintenance Modifications and shall include changes and/or additions made to support new releases of operating systems with which the Software is designed to operate or provide other incidental updates (*e.g.*, from version 1.1 to 1.2).
> (c)   "**Major Enhancements**" mean Updates that are not Basic Enhancements or Maintenance Modifications that 1) provide substantial additional value and utility, and 2) as a practical matter, may be priced and offered separately as optional additions to the Software and Documentation (e.g. from version 1.x to 2.0).

"**Workaround**" means a temporary solution to a problem that may or may not involve an Update. Workarounds can include methods or procedures that Contractor may recommend to address the problem.

Maintenance
During the Term specified in the Order, Contractor, by and through the manufacturer, will provide Licensee with generally available Updates for the Software ("**Maintenance**"). Contractor shall inform Licensee when a new Update is available, and Licensee shall implement the new Update within two (2) months of being notified that the Update is available.

Support Services
During the Term specified in the Order, Contractor, by and through the manufacturer, will provide the support services ("**Support Services**") specified below during Business Hours. Support Services will be provided for the then current version of the Software and for the immediately preceding version of the Software. Support Services for the immediately preceding version will cease three (3) months after the release of the corresponding Update for the Software.

Roles and Responsibilities
Both Contractor and Licensee shall appoint and identify two (2) employees who will act as the primary points of contact for fulfillment of the Support Services (the "**Contacts**"). Support Services will be provided via either telephone or e- mail. Contacts may be changed upon written notice by either party.
Contractor Contacts will use commercially reasonable efforts to:
(a)   Act as subject matter experts and/or have direct access to subject matter experts on the Software;
(b)   Provide support to Licensee Contacts on matters relating to the use of the Software;
(c)   Be available to accept, return, or respond to support requests during Business Hours, or assign an employee to do so.

Licensee Contacts will use commercially reasonable efforts to:
(a)   Provide the appropriate and necessary resources to ensure Contractor is able to complete the Support Services;
(b)   Carry out reviews and respond to requests for approval and information on a timely basis;
(c)   Ensure that at least one Contact is available during Business Hours to provide such information and assistance Contractor may require in connection with the delivery of the Support Services, and ensure that Contractor has available to it personnel familiar with Licensee's requirements and with the expertise necessary to permit Contractor to undertake and complete the Support Services;
(d)   Provide Contractor with timely and accurate information and documentation, as reasonably required to perform the Support Services;
(e)   Maintain the Software in a proper operating environment, including, without limitation, the proper servicing and installation of all necessary Updates, Bug fixes, and Workarounds.

Problem Resolution
If, Licensee encounters a problem with the Software, Licensee shall first use reasonable efforts to determine whether the problem relates to third party hardware or software. If Licensee cannot resolve the problem, Licensee will notify Contractor of the problem, and Contractor will use reasonable efforts to diagnose the problem. Licensee will report problems in sufficient detail to permit Contractor to duplicate the problem and agrees to provide access to its facilities and computer systems as are required by Contractor to diagnose and replicate problems with the Software.

If it is mutually determined that the problem is a Bug in the Software, Contractor will classify and log the reported Bug and refer Licensee Contact to an existing Workaround, if such Workaround exists, and inform Licensee Contact of any planned Updates that will correct the Bug. If no Workaround exists, Contractor will use commercially reasonable efforts to provide a Workaround or an Interim Release. Contractor will use commercially reasonable efforts to supply Permanent Solutions for Bugs in the form of Updates to the Software but acknowledges that all Bugs may not be permanently corrected.

If in the process of providing such Support Services, it appears that the third party hardware or software, or other components are contributing to the problem, Licensee commits to provide timely responses to Contractor so as to enable problem resolution.

Updates and Workarounds may be made available by Contractor for electronic retrieval by Licensee and must be applied by Licensee Contacts according to the instructions and/or release notes included therewith.

Bug Fix and Response Times

Contractor will use commercially reasonable efforts to respond to and correct Bugs as follows. However, Licensee understands and agrees that the "Response" and "Workaround" times are estimated or targeted times, and Contractor shall not be in breach hereunder as long as it is using commercially reasonable efforts to correct the Bugs.

Problem Characterization	Confirm Receipt	First Status Check	Response with Initial Analysis	Workaround	Interim Release	Permanent Solution
Catastrophic (Severity 1)	Within 30 minutes	Within 1 hour	Within 4 hours	3 Calendar Days	Within 5 Business Days(if no workaround possible)	Next update
Critical (Severity 2)	2 hours	12 hours	Within 1 Business Day	5 Calendar Days	Within 10 Business Days	Next update
Serious (Severity 3)	1 Business Day	2 Business Days	Within 2 Business Days	Within 10 Business Days	15 Business Days (if no workaround possible)	Next update
Minor (Severity 4)	2 Business Days	2 Business Days	Within 2 Business Days	Within 15 Business Days	Not applicable	Next update

Services Excluded from Support

Support Services do not include additional professional services not described in these terms, or services for problems that are subsequently determined by Contractor to be a system problem or not caused by the Software, including problems with the hardware, firmware, third-party applications, operating systems, data, accidental damage or matters generally beyond the control of Contractor, such as:
(a)   Use or operation of the Software except in accordance with the applicable and current Documentation and license rights.
(b)   Errors, omissions, damages or wrongful acts, by an operator, user or third party personnel.
(c)   Repairs, maintenance, alterations, relocation, copying, tampering or other conduct not duly authorized in writing by Contractor.
(d)   Operation on or in association with hardware or software not recommended by Contractor for the Software.
(e)   External causes such as electrostatic or environmental conditions, and accidents including fire, water and lightning.

For the avoidance of doubt, any travel and living and miscellaneous expenses incurred by Contractor support personnel in the course of providing these Support Services to Licensee may be charged for separately in accordance with the Joint and/or Federal Travel Regulations, as applicable.

For all such services excluded from Support Services, as specified above, Licensee shall pay Contractor on a time and materials basis for the performance of such services at Contractor's then prevailing "Time and Materials" rates.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

CORETRACE

CORETRACE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Buyer," "Customer," "You," and **"Your,"** as used herein, shall refer to the Ordering Activity

LIMITED WARRANTY

Products. Contractor warrants to Customer that for one year from the date of shipment to Customer of the Product, the Product hardware ("Hardware") will be free from defects in material and workmanship under normal use and will substantially conform to its specifications. Contractor warrants to Customer that for 90 days from the date of shipment to Customer of the Product, the Product software ("Software") will substantially conform to its specifications. In no event does Contractor warrant that the Software is error-free or that Customer will be able to operate the Software without problems or interruptions. For purposes of this limited warranty only, the term "Software" includes Open Source Software (as defined below).

If, under normal and proper use, a defect or non-conformity appears in a warranted Product during the applicable warranty period and Customer promptly notifies Contractor in writing of such defect or non-conformance and follows Contractor's instructions regarding return of such Product, then Contractor will, at its option, either (a) repair, replace or correct the same in accordance with Contractor's Maintenance and Support Services policies or (b) provide a refund of the purchase price against return of the Product. This paragraph sets forth Customer's remedies and Contractor's liability for breach of warranties stated in this Limited Warranty.

High Risk Activities. The Products are not fault-tolerant and are not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments or high risk applications regarding fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Product could lead directly to death, personal injury, or severe physical, property or environmental damage ("High Risk Activities"). Contractor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

DISCLAIMER OF WARRANTY
EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CONTRACTOR, AND ITS SUPPLIERS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. This disclaimer and exclusion will apply even if the express warranty above fails of its essential purpose.

LICENSE

License and Restrictions. Contractor grants Customer a nonexclusive and nontransferable perpetual license, without the right to sublicense, only to: (a) use the Software on the Hardware in which it was embedded or loaded when delivered to Customer; (b) install standalone Software (not embedded or loaded on Hardware before delivery) on Hardware or designated equipment, as applicable, for which it was intended, as specified in the documentation or order; and (c) use the Software in accordance with any use restrictions or limitations specified or referenced in the documentation or order including, but not limited to: (i) only on or in connection with the number of units of equipment specified in the order at the time the Product is purchased by Customer; (ii) concurrent user or other concurrent usage license limits; and/or (iii) geographic-specific specifications. Separately provided software may only be used on a single designated unit of equipment.

The license for any Software (or portion thereof) is not transferable including, without limitation, from the particular Hardware in which it was initially embedded or loaded, or for which it was initially licensed to be used, to any other product or Product without the prior written consent of Contractor. The Software provided with the Product consists of various functional capabilities ("Functionality"), but only the Functionality for which Customer has paid the applicable license fees are being licensed even though additional Functionality may otherwise be included or accessible in the Product.
The license granted herein does not authorize Customer (nor may Customer allow any third party) to:
(a) copy, distribute, use or allow third party access to the Software, except as expressly authorized hereunder;
(b) decompile, disassemble, reverse engineer, translate, convert or apply any procedure or process to the Software in order to ascertain, derive, and/or appropriate for any reason, the source code or source listings for the Software (except to the extent that such acts may not lawfully be prohibited) or any trade secret information or process contained in the Software;
(c) modify, incorporate into or with other software, or create a derivative work of any part of the Software;
(d) use, access or allow access to the Software in any manner to provide service bureau, time-sharing or other computer services to third parties;
(e) lease or lend the Software;
(f) disclose the results of any benchmarking of the Software, or use such results for its own competing software development activities, without the prior written consent of Contractor;
(g) attempt to circumvent any usage limits or other license, timing or use restrictions that are built in to the Software; or

(h) remove any Product identification, copyright, or other proprietary notice.

Customer's rights in the Software are limited to those expressly granted. Contractor reserves all rights and licenses not expressly granted to Customer.

Additional Third Party Software. The Software includes certain third party software which is the sole property of the respective parties identified below, and which is provided to the Ordering Activity "AS IS" and with NO WARRANTY of any kind, including implied warranties of merchantability or fitness for a particular purpose. All use of Third Party Software is subject to the respective manufacturer's software license. The Products in the table below include the indicated Third Party Software. Part numbers are subject to change.

Product	Part Number	Microsoft XPE	Adobe Reader	Eric Young
CoreTrace System	CT-BASIC-SYS1	X	X	X
Additional Managers	CT-3142-MGR	X		X
Additional Consoles	CT-3222-CON	X	X	X
Desktop Clients (5)	CT-3015-DESK			X
Server Client (1)	CT-3015-SERV			X

Open Source Software. The terms "Product", "Hardware" and "Software" do not include Open Source Software unless such terms are expressly stated to include Open Source Software.
The Software contains certain "Open Source Software" code. A list of the Open Source Software included in the Software and available to Customer from Contractor, the applicable license terms, and how to obtain the Open Source Software are provided in the Software "about box" or accompanying documentation. Any provisions herein which differ from any Open Source Software license are offered by Contractor alone and not by any other party.
The Products in the table below include Open Source Software. Part numbers are subject to change.

Product	Part Number	OpenSource
CoreTrace System	CT-BASIC-SYS1	X

EXCEPT FOR THE LIMITED WARRANTY, IF ANY, PROVIDED TO CUSTOMER FOR THE SOFTWARE, ALL OPEN SOURCE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS, AND CONTRACTOR DISCLAIMS ALL WARRANTIES WITH REGARD TO OPEN SOURCE SOFTWARE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Maintenance and Support Services. Customer may purchase annual maintenance and support services ("Maintenance and Support Services") for the Products. The provision of Maintenance and Support Services by Contractor is subject to Contractor's Maintenance and Support Services terms and conditions in effect at the time Customer purchases such annual services. Subject to the foregoing, a copy of Contractor's current Maintenance and Support Services terms and conditions are included in the Product documentation only as an example. All error corrections, updates, and upgrades provided by Contractor to Customer in connection with Maintenance and Support Services are deemed Software and are governed by these terms and conditions. Maintenance and Support Services do not include new features and functionality which are priced separately by Contractor nor any future products. Contractor may modify its Maintenance and Support Services terms and conditions without written notice to Customer, provided that in no event may Contractor make any modifications to its Maintenance and Support Services terms and conditions that would materially reduce the level of Maintenance and Support Services that Contractor provides to Customer during the then-current annual term for which Customer has paid Maintenance and Support Services fees.

PROFESSIONAL SERVICES

Professional Services. Contractor, through its authorized service provider, CoreTrace will provide the Professional Services identified on certain statements of work ("SOW") to be entered into and between the parties according to these terms and conditions and in each such SOW. Customer's request for any changes in the Professional Services must be in writing in the form of a change order document and pursuant to the change order process set forth in the SOW. Contractor will not be obligated to perform tasks described in Customer's request until the parties agree in writing to the proposed change.

Service Levels. Contractor will cause all Professional Services to be performed in accordance with industry standards. The Professional Services will be performed in a professional and workmanlike manner, and Contractor's personnel will have sufficient skill, knowledge and training to perform the Professional Services. Customer's remedy for Contractor's breach of this representation will be Contractor's reasonable commercial efforts, at no additional charge, to remedy any Professional Services performed in a manner that is substantially less than professional and workmanlike or to replace personnel with insufficient skill, knowledge and training with qualified personnel for performance of the Professional Services, as appropriate and determined in Contractor's sole discretion. Customer must report any deficiencies in the Professional Services to Contractor within 30 days of the occurrence of any such deficiency in order to receive such remedies. Contractor will strive to meet all mutually agreed work plan schedules, but the parties acknowledge such schedules are estimates only, and Contractor will not be deemed in breach of its agreement solely for failing to meet a development or services schedule provided that Contractor has made commercially reasonable efforts to meet such schedule.

Additional Work. Any additional work mutually agreed by the parties in writing which is outside the scope of the applicable SOW and its change orders will be invoiced to Customer at Contractor's then-current consulting rates on a time and materials basis, or at the rates mutually agreed by the parties.

CUSTOMER REQUIREMENTS

Equipment. Customer is, at its own expense, responsible for procuring, installing and maintaining all equipment, telephone lines, communication interfaces, cabling and other hardware at Customer's site.

Access. Customer will provide Contractor with access to Customer's designated management, personnel and staff and to Customer's premises as reasonably required to provide the Professional Services.

Performance. Customer understands that Contractor's performance is dependent in part on Customer's actions and performance of certain obligations specified in each SOW. Accordingly, Customer will timely perform its obligations specified in each SOW. Any dates or time periods relevant to performance by one party will be extended to account for any delays due to the delaying party.

Designated Point of Contact. The individuals identified in a SOW will be the only points of contact for the coordination of all activities and issues related to the provision of the Professional Services under that SOW. Any changes in the designated points of contact will be made by notice in writing given to the other party.

DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, CONTRACTOR MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE RELATING TO THE PROFESSIONAL SERVICES FURNISHED OR PROVIDED TO CUSTOMER UNDER THE ORDER AND ANY SOW. CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

PERSONNEL
Contractor will provide individuals who are duly qualified and skilled in the area in which their services are to be used. Contractor will consult with Customer in filling Customer's needs, but Contractor has the right to determine which of Contractor's personnel will be designated to provide Professional Services to Customer. Customer has no right to approve such determination, but nonetheless possesses the right to reject any individual so furnished, if reasonably dissatisfied with such individual's performance; provided that Contractor has a reasonable opportunity to try to cure any such performance issues. If any Contractor personnel are rejected, Contractor agrees to use its commercially reasonable efforts to furnish a suitable replacement within a reasonable time, provided that Contractor was not able to correct such individual's performance after a reasonable period of time. Contractor will procure all licenses and permits and comply with all statutes, ordinances and regulations applicable to the conduct of its Professional Services.

INSURANCE. Before commencing the Professional Services under a SOW, Contractor will ensure that its authorized service provider, Contractor, procures and maintains in full force and effect until one year after the completion or termination of a SOW, the insurance coverage in the types and in the amounts set forth in the Order. Upon the request of Customer, Contractor will provide Customer with evidence satisfactory to Customer of such insurance.

CORETRACE MAINTENANCE AND SUPPORT SERVICES

This section describes Contractor's standard CoreTrace maintenance and support services ("Maintenance and Support Services") terms and conditions. Contractor will use commercially reasonable efforts to provide the Maintenance and Support Services set forth herein below for the Products. All Updates and Upgrades (as defined below) provided by Contractor to Customer in connection with Maintenance and Support Services are hereby deemed Software and are governed by these terms and conditions.

GENERAL. Maintenance and Support Services include the annual Software Maintenance and Support Services ("Software Maintenance") and annual extended Hardware Maintenance and Support Services ("Extended Hardware Warranty") for the Products made available by Contractor for purchase by Customer. The first annual Maintenance and Support Services period will begin upon shipment of the Products and will include Software Maintenance and Extended Hardware Warranty in the applicable fee. Thereafter, annual Software Maintenance and/or Extended Hardware Warranty will be made available by Contractor for purchase by Customer as separate services. If Customer elects to purchase annual Software Maintenance and/or Extended Hardware Warranty, then Customer must purchase such services with respect to all of the Products purchased and licensed by Customer (i.e. if Customer purchases Software Maintenance, then Customer must purchase Software Maintenance for all Products).

CONTACTS
a. Customer may contact Technical Assistance Center during business hours (7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, national holidays excepted):
- via telephone at 1-610-891-5590
- via email at support@coretrace.com

Contractor will provide a telephone response to Customer's request for Maintenance and Support Services within two hours during business hours. Outside of business hours, Contractor will provide a telephone response to Customer's request for Maintenance and Support Services for severity 1 (critical) incidents within four hours.

Customer will train its personnel and establish adequate technical resources necessary to promptly and properly support the Product. Customer must first trouble shoot any Product issues to determine if it may be the result of software or hardware under Customer's control, or other variables outside the control and domain of Contractor.

Customer will appoint up to two authorized contact persons who may contact Contractor to request Maintenance and Support Services. These individuals may be changed upon reasonable written notice.

SOFTWARE MAINTENANCE.

Contractor will provide error corrections, maintenance releases, emergency releases, patches, and main releases("Updates and Upgrades") for the Software to Customer for Customer's authorized use of the Products. Software Maintenance does not include new features and functionality, which are priced separately by Contractor, nor any future products. Such future products will be made available to Customer in accordance with Contractor's then existing terms, conditions and fees.

Customer understands and acknowledges that if Customer does not purchase Extended Hardware Warranty then the Software Updates and Upgrades provided by Contractor under Software Maintenance may not operate on older or obsolete Hardware. In such event, Customer will be required to purchase new Hardware in order to use Software Updates and Upgrades. If Customer purchases Extended Hardware Warranty, then pursuant to the terms below, Contractor will ensure that the Hardware used by Customer will operate such Updates and Upgrades.

EXTENDED HARDWARE WARRANTY

Following Contractor's verification of a Hardware problem, a Return Material Authorization ("RMA") number will be issued to Customer. Customer will return the malfunctioning Product (or a component thereof) to Contractor, freight prepaid.

During the first annual Maintenance and Support Services period or Extended Hardware Warranty period, as applicable, Contractor will repair or replace the Hardware at no additional charge to Customer. Parts or units that are provided by Contractor may be new or refurbished parts or units that are functionally equivalent to new parts or units. Contractor will return the repaired or replaced Product (or a component thereof) to Customer, freight prepaid.

Hardware repairs that are provided outside of the first annual Maintenance and Support Services period or Extended Hardware Warranty, as applicable, will be on a time and materials basis, with all freight charges paid by Customer, at Contractor's prices, terms and conditions in effect at the time such Hardware repair is provided. Provision of such Hardware repair will be at the discretion of Contractor and will be subject to the availability of personnel and parts.

Customer understands and acknowledges that if Customer does not purchase Extended Hardware Warranty the Software Updates and Upgrades provided by Contractor under Software Maintenance (if purchased by Customer) may not operate on older or obsolete Hardware. In such event, Customer will be required to purchase new Hardware in order to use Software Updates and Upgrades. If Customer purchases Extended Hardware Warranty, then Contractor will ensure that the Hardware used by Customer will operate such Software Updates and Upgrades either by updating the Hardware or providing new Hardware units to Customer.

Reinstatement of a lapsed Extended Hardware Maintenance Warranty is not available.

EXCLUSION**S**

Situations caused by improper use or configuration, untrained Customer personnel, failure to conform to applicable environmental/site specifications or which are determined to not have been caused by the Product are not included in Maintenance and Support Services and are billable at Contractor's then current Professional Services published rates or at the rates mutually agreed to by the parties.

Contractor has no obligation to provide Maintenance and Support Services for any of the following:
(i)   third party products not purchased or licensed through Contractor or CoreTrace;
(ii)   Customer's failure to properly maintain Customer's environment and equipment where the Products are installed;
(iii)   alterations to Customer's environment or equipment made by Customer or a third party;
(iv)   correcting any reported Product errors not verified by Contractor;
(v)   operating the Products contrary to the documentation including, without limitation, operating the Products on platforms not supported by Contractor; or
(vi)   errors caused by:
- Customer's failure to implement all Updates and Upgrades so that the Software is a version supported by Contractor;
- any alterations, additions or damage to the Product made or caused by parties other than Contractor or under the direct supervision of Contractor;
- use of the Product in a manner for which it was not designed or licensed;
- interconnection of the Product with other products not designated by Contractor; or
- Customer's negligence or other causes beyond the reasonable control of Contractor.

Contractor only will be obligated to support: (i) the then-current production version of the Software, and (ii) with respect to the immediately prior version of the Software, Contractor will support such version for a period of 12 months after such release is generally made available.

Unless expressly agreed by Contractor in writing, Contractor has no obligation to ensure that Updates and Upgrades operate correctly with any software extensions, interfaces or enhancements or any solution developed specifically for Customer either by Customer or any other party (except Contractor).

immixTechnology, Inc.
a subsidiary of **immix**Group

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

DAON

DAON LICENSE, WARRANTY AND SUPPORT TERMS

Definitions and interpretation

In this Attachment A unless the context otherwise requires the following terms have the following meanings:

"**Documentation**"	end-user documentation for the Software;
"**Media**"	the media on which the Software is recorded, as provided to Ordering Activity by the Contractor;
"**License**"	the license to use the Software granted by the Contractor pursuant to Clause 2.1;
"**License Fee**"	the fee to be paid by the Ordering Activity for the License as specified in an ordering document;
"**Software**"	the object code of the software described in an ordering document;
"**Territory**"	The United States of America

License

1.) In consideration of the payment of the License Fee, Contractor grants to the Ordering Activity, and subject to the terms and conditions of this Schedule contract, a perpetual, non-exclusive, non-transferable, non-sub licensable license for the number of specified users as set out in an ordering document in the Territory to use the Software, Hardware and Documentation.

2.) Any 3rd party Software and Hardware, as is provided hereunder, is provided in accordance with the Terms & Conditions of that license agreement.

3.) The License shall not be deemed to extend to any programs or materials of Contractor or its suppliers other than the Software, Hardware and the Documentation unless specifically agreed in writing by Contractor.

Copies

1.) The Ordering Activity may make one identical copy of the Software for archival or back-up or error correction purposes only. The Ordering Activity may not otherwise copy all or any part of the Software.

2.) Ordering Activity shall keep complete and accurate records of the number and location of any copies

3.) The Ordering Activity shall ensure that all titles, logos, trademarks, copyright and restricted rights notices are reproduced in any copy[ies].

4.) The Documentation may not be copied except with the prior written consent of Contractor. Additional copies of the Documentation may be obtained from Contractor in accordance with its standard charges in force from time to time.

Warranties

1.) Contractor warrants to the Ordering Activity that:
a.) the Media containing the Software shall be free from defects in workmanship or material under normal use for a period of 30 days after delivery of the Software to the Ordering Activity. In the event of a claim for breach of the above warranty, the Contractor's obligation and the Ordering Activity's remedy shall be replacement of the Media;
b.) if the Software fails to substantially conform to its specifications and provided the non-conformity is reported to the Contractor in writing within 30 days from the date of delivery of the Software, then the Contractor, as its sole obligation and as the Ordering Activity's sole remedy, shall remedy the non-conformity, PROVIDED THAT such non-compliance has not been caused by:
(i) any modification, variation or addition to the Software not authorized in writing by the Contractor; or
(ii) the incorrect use, abuse or corruption of the Software; or
(iii) the use of the Software with other software or on equipment with which it is incompatible.

2.) Contractor does not warrant that the Software will be error free or operate without interruption or that it will correct all program errors and the Ordering Activity acknowledges that the existence of such errors shall not constitute a breach of these terms.

3.) Ordering Activity acknowledges that the Software has not been prepared to meet the Ordering Activity's individual requirements and that it is therefore the responsibility of the Ordering Activity to ensure that the facilities and functions described in the Documentation meet its requirements. The Contractor shall not be liable for any failure of the Software to provide any facility or function not specified in the Documentation.

4.) THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, CONDITIONS, TERMS, UNDERTAKINGS AND OBLIGATIONS, EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, TRADE USAGE, COURSE OF DEALING OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

DAON SUPPORT PROGRAM
Contractor through Daon will provide the following support program.

Daon Support Plans

Daon has developed three levels of service plans – Gold, Silver and Bronze – each with its own set of offerings. These are designed to provide support and services to maximize product availability and the value you obtain from your investment in Daon products.

It is written for all Daon customers whether they have implemented Daon technology through Daon Services or through a third party (e.g., Contractor).

A summary of Daon's Support & Maintenance Plan is provided below.

Options	Gold	Silver	Bronze
Support 5 x 8	-	-	Yes
Support 5 x 12	-	Yes	-
Support 7 x 24	Yes	-	-
Priority 1 Production Incident Response Time	15 mins	30 mins	1 hour
Normal Incident Response time	1 hour	2 hours	4 hours
Daon Support Portal	Yes	Yes	Yes
Email and Telephone Support	Yes	Yes	Yes
Knowledge Base	Yes	Yes	Yes
Software Upgrades	Yes	Yes	Yes
Software Fixes/Patches	Yes	Yes	Yes
Support Download Area	Yes	Yes	-
Number of Named Contacts	Unlimited	4	2
Number of Incidents per Month	Unlimited	50	30
Configuration Checking	Additional Cost Service		
Performance Tuning	Additional Cost Service		

DAON CUSTOMER SUPPORT SERVICES

This section details Daon Support contact information, team structure, and the scope of the Support team.

Dedicated Support engineers from Daon Customer Support Services provide assistance to Daon customers worldwide. This team provides post-sales Support on the complete range of Daon products.

Contacting Daon Customer Support Services

Daon Customer Support Services can be contacted via portal, e-mail, and telephone.

	Portal	https://support.daon.com
	E-mail	support@daon.com
USA	Telephone	1800 961 4953
EMEA	Telephone	+353 1818 1688
Australia	Telephone	1800 267 182

Support Team

Daon Customer Support Services provides a consistently high level of service to its customers. It achieves this by ensuring that it has highly trained Support Engineers whose aim is to ensure that you receive the best possible service. These engineers work closely with other Daon staff from Daon Professional Services and Product Engineering and can call on their services to resolve customer issues as required.

Scope of Daon Customer Support Services

Daon Customer Support Services provides technical support on all Daon products. CSS is not responsible for the support of any integration work carried out by a third party.

Daon Customer Support Services provides support on current versions of its products as well as one previous release.

Incident Management

This section illustrates the workflow of how Daon Customer Support Services deals with incoming incidents, from receipt through to closure. CSS uses an ITIL approach to incident management.

Daon Incident Management Process

First level support (may be integrator and/or customer)

Second level support (typically Daon CSS)

Third level support (Daon CSS, Daon Professional Services and/or Daon Product Engineering)

Nth level support (typically Daon partners and/or device manufacturers)

Detect and record → Classify → Match → Resolved?

Resolved? —no→ Investigate → Resolved? —no→ Investigate → Resolved —no→ Etc.

Resolved? —yes→ Resolution

Resolved? —yes→ Resolution

Resolved —yes→ Resolution

Resolved? —yes→ Resolution → Close incident

Three-Level Support Model

Daon Customer Support Services operates on a three-level support model: 1st Level; 2nd Level – Support Engineer; 3rd Level – Product Engineer.

First Level Support

First level support is typically provided by Daon customers, integrators, or partners.

First level support will typically include activities such as:

- Checking that the incident at hand is with a Daon component of the solution
- Ensuring that the biometric devices (fingerprint readers, etc) are connected and working properly
- Extracting log information from the system to send to second level support

Second Level Support

Daon Support Engineers deliver second level support. The Support Engineer has extensive experience on one or more Daon products. On incidents that have been escalated by first level support, Daon Support Engineers will work with first level support to provide the appropriate resolution or guidance as required.

Their experience will include:

- Programming skills
- In depth diagnostic skills
- Extensive and deep knowledge of all Daon products
- Familiarity with supported third party devices
- Development skills for Daon customer implementations

Where required, these engineers work closely with first and third level support to resolve incidents as effectively as possible. Where appropriate, the resolutions they produce will be built into future products and enhancements.

Third Level Support

If an incident requires expertise beyond the scope of first and second level support or the incident appears likely to take longer to resolve than the customer SLA permits, it will be escalated to Daon Product Engineering.

Incident Prioritization

It is very important for Daon and their support customers to have a common understanding of priority categorizations for incidents. Table 4.2-1 illustrates the principles behind priority categorization and Table 4.2-2 specifically defines the priority levels.

Table 4.2-1

	Impact		
	High	Medium	Low
Urgency High	Priority 1	Priority 2	Priority 3
Medium	Priority 2	Priority 2	Priority 3
Low	Priority 3	Priority 3	Priority 3

Urgency relates to the length of time that can pass before the incident must be addressed, e.g. the Y2K issue was not urgent in 1997, but was in 1999. Or if a system needs to be available for customers between 09:00 and 17:00 and it fails between these times then the urgency of the incident is high. If it fails at 17:30 its urgency might be medium or even low.

Impact relates to how much the business is affected, e.g. how many people are affected, how much of a financial impact the incident is having, etc.

Incidents that are both urgent and have a high impact will be Priority 1 and will be attended to first.

Table 4.2-2

Priority Level	Conditions
Priority 1	A fault condition within the system software, which if it occurs results in the total loss of a system function preventing the provision of mission critical service. No work around is available. System has failed-over to backup or is determined to need to fail-over to a backup system if one existed. This condition is limited to the software components supported.
Priority 2	A fault condition within the system software, which if it occurs results in the partial loss of a system functionality. This adversely affects mission critical service (allows for the provision of a degraded service or backup service only). No acceptable immediate workaround exists for the condition. System operates in a degraded mode. This condition is limited to the software components supported.
Priority 3	A fault condition within the system software, which if it occurs would result in the partial loss of system function. This adversely affects mission critical service but an acceptable workaround exists for the condition. System operates with the workaround in effect. Repair may be limited to next revision. This condition is limited to the software components supported.
Change Request	Problems that are an inconvenience or annoyance and which do not affect the required mission critical service. Logged as a CR (change request), filed via email and scheduled as a potential update in the future. This condition is limited to the software components supported.

Incident Escalation to Daon Management

When an incident is reported to Daon Customer Support Services, the Support Engineer evaluates the incident to determine if it should be escalated to the management team. In making this determination, the Support Engineer considers whether the incident requires a higher level of communication, a higher level of cooperation, and / or a higher level of management attention to gain access to resources that may not be possible with the standard support process.

As a matter of policy, Daon CSS notifies the Professional Services and Customer Support Management team as well as the Customer Account Manager of any priority 1 incidents related to a production system.

If a customer or support partner believes an incident is not being progressed to their satisfaction, they may escalate the incident by contacting Daon Customer Support Services to request the incident be escalated to the customer's Account Manager and/or the Global Head of Professional Services and Customer Support Services.

Escalation Process
The escalation process is divided into 4 stages:
- Escalation start
- Escalation management
- Escalation closure
- Escalation review

Escalation Start
The initiation of the escalation should be executed carefully, as problems can be avoided if the framework is set properly. During the escalation start, the following steps should be taken:
> Identify a customer support service contact
> Identify the escalation manager
> Identify the project's account manager
> Define the escalation process
> Define the escalation communication plan
> Define the escalation closure criteria

The customer support service contact is the member of the CSS team who is handling the incident and is in communication with the customer.

The project's account manager has detailed knowledge of the project and is familiar with the customer.

The escalation manager manages the escalation to closure and is usually a team lead or department manager.

When an escalation occurs, a communication plan will be developed which contains the names of those who should be informed about the status of the escalation and the frequency of status updates for the members on the communication plan. Whenever possible, the project's account manager should be involved in developing the communication plan as this person is the primary point of contact with the customer and understands the customer team more completely.

The closure criteria for the escalation should be defined during the escalation start. While these criteria might change slightly as you work towards resolution, it is better to define them at the start of the escalation to serve as a baseline. Additional incidents that are discovered over the course of the investigation should be managed through the standard support process.

Escalation Management
After the escalation has been kicked off, the escalation manager will set up an action plan in cooperation with the Support team which defines what investigation steps are to be completed. Regular updates are made to the action plan detailing any progress made in finding a resolution and this is sent out according to the communication plan. Managing the plan and the actual communication are the main tasks of the escalation manager. This continues until the closure criteria are fulfilled, or until both Daon Support and the customer agree to end the escalation.

Escalation Closure
Once the escalation closure criteria have been met, Daon Support notify the customer and the customer responds via email or the customer support portal to indicate the end of the escalation. At this point in the process, the standard support process resumes to close off the incident. Post Incident Review

Once the escalation has been closed, Daon Support will discuss how the incident was handled internally and with the customer to identify anything that could be improved in handling incidents in the future.
This group is responsible for point releases as well as scheduled product updates. They can also assist in problem determination in conjunction with Daon Support. This group can provide fixes to products or act as an additional technical resource for the Support team. Ownership of the incident will always remain with the Support team who will ensure the customer is kept informed of its current progress.

About Using Daon Support
Information required when reporting an Incident
> When you contact Daon Customer Support Services you should provide the following information:
> ✓ your name and contact details (telephone number & email address)

✓ your company's name
✓ the Daon product(s) involved (including version numbers)
✓ the operating system and hardware platforms involved
✓ the database and application server platforms
✓ a description of the incident
✓ the time and date the incident occurred
✓ the priority of the incident based on its impact and its urgency
✓ any other relevant information

Effective resolution of incidents and problems may require that you make available technical and operational staff and provide access to logs and data as appropriate. You may also be asked to try certain actions as an aid to diagnosis.

Customer Surveys

To monitor customer satisfaction, Daon will undertake to carry out customer surveys on a periodic basis. These surveys could be event driven, for example, on closure of a support incident to determine the quality of service received. You may also be asked to complete a detailed questionnaire on an annual basis. CSS appreciates all feedback as it strives to continuously improve its service. We would welcome your participation in these surveys or any other type of feedback you may want to put forward.

Complaints
Daon Customer Support Services prides itself in the service that it provides to its customers. However, should you have a complaint about any aspect of our service; you can submit it directly to the Daon employee in question or your Account Manager. On receipt of the complaint, an acknowledgement will be provided either by phone or email. The complaint will then be thoroughly investigated and a written explanation as to the cause will be provided as well as a course of action to be taken, where appropriate.

Software Upgrades and Updates
Daon releases upgrades and updates regularly. Daon will make these available to customers with current support contracts as they are released.

Software Fixes/Patches
Daon Customer Support Services will provide individual or grouped fixes (patches) to problems outside of the normal release schedule. These may also be available for download through the Support download area.

Support Download Area
Daon Support provides a website location for you to download documentation, fixes/patches, upgrades, and updates. The Daon Support Portal and incident file attachments can also be used for this purpose.

Knowledge Base
The Daon Support Portal provides access to the Knowledge Base of technical articles and answers to frequently asked questions.

On-site Support
Daon provides portal, e-mail, and telephone support as standard. Where you specifically request that Daon personnel attend at a site, pre-agreed additional fees will apply.

Additional Services
Daon Customer Support Services offers two additional services for supported customers intended to improve the performance of your Daon solution:
- Configuration Checking
- Performance Tuning

Daon can also offer advice on enrolment processes and approaches. You can speak to your Daon Account Manager or contact support@daon.com to inquire about any of these services.

Offices and Support Infrastructure

Location	Address
Washington DC, USA	11955, Freedom Drive, Suite 16000, Reston, VA 20190
Canberra, Australia	Level 11, St George Centre, 60 Marcus Clarke Street, CANBERRA ACT 2601, Australia
Dublin, Ireland	IFSC House, Custom House Quay, Dublin 1.

Please note*: In all cases, you will receive a better service by contacting Daon Support Services directly as set out above, rather than contacting the local office.*

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

DECISION LENS ("DL")

DECISION LENS LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS. Unless otherwise defined in this Attachment A, the capitalized terms used in this Attachment shall be defined in the context in which they are used. The following terms shall have the following meanings:

"Authorized User" means an individual or entity that, through Ordering Activity, uses the DL Software in the model-building process and priority/alternatives voting and/or reviewing.

 "Content" means any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips and the Ordering Activity Data.

 "Ordering Activity Data" means any and all proprietary business data relating to the Ordering Activity's business, including, without limitation, any and all data and information (1) furnished to Contractor in the course of or incident to performing hereunder and (2) generated by the Ordering Activity's use of the DL Software.

"DL Software" means Contractor's proprietary software and advanced framework in object code for group decision-making based on ANP and AHP, and all updates, improvements, bug fixes, or other modifications, which provide a suite of desktop and web-based, decision making solutions.

 "Documentation" means the user guides and training materials made available by Contractor (whether online or in hard copy format) that provide installation and operating instructions for use of the DL Software by Ordering Activity.

 "Hosting Services" means the collection of managed services including system administration, hardware management, software system management, network operations, public Internet bandwidth, backup and restoration activities, program management and crisis management, as more particularly described on Section B of this Attachment.

"Resolution" means a modification or workaround provided or otherwise made available by Contractor to resolve an Error.

"Services" means the Support Services and the Hosting Services.

LICENSE GRANT

Subject to the terms and conditions of this contract and in consideration for the payment of the applicable fees described in the Order Form, Contractor hereby grants to the Ordering Activity (and each of its Authorized Users) a limited, non-exclusive, non transferable annual license (the "License") to access and use the DL Software and the Hosted Services, as applicable, as well as any Documentation within the business or functional unit identified on an order form and in accordance with the Documentation, including the minimum system requirements set forth therein. Contractor will provide access to the Authorized Users ordered and paid for by the Ordering Activity under an Order Form. For the avoidance of any doubt, the rights granted to Ordering Activity in this Attachment A include the right of the Ordering Activity to install and maintain the DL Software on its systems or alternatively access the DL Software where Contractor operates and manages the Contractor Software on behalf of the Ordering Activity via the Hosted Services.

The Ordering Activity acknowledges and agrees that, as between Contractor and the Ordering Activity, the DL Software (including any upgrades, updates or any modifications thereto and/or new versions thereof), the Documentation, and all computer programs, related documentation in whatever form, screen displays, images and other information contained therein or related thereto, and all patents, copyrights, trademarks, and other intellectual property rights and other rights with respect thereto, are and shall remain the exclusive property of Contractor, and that no rights therein or thereto are granted or otherwise transferred hereunder except as expressly set forth herein.

As specified on an Order Form, the parties may agree during the Term that Contractor shall host the DL Software for the benefit of the Ordering Activity and/or its Authorized Users within its managed data center environment, and in such an event, the terms and conditions of Section C shall apply to any such Hosted Services provided by Contractor. In the event Ordering Activity instead decides to install and manage the DL Software on its own systems and servers and has elected to not receive the Hosted Services, the parties agree that the terms and condition of Section C shall not apply to Ordering Activity's use of the DL Software. The Ordering Activity shall provide all reasonable assistance to Contractor in provisioning the Hosted Services, including without limitation, providing all information required for setup and any branding materials, if applicable.

Contractor will grant additional Licenses for use of the DL Software to any Affiliate of the Ordering Activity upon the request of the Ordering Activity or such Affiliate pursuant to terms of an Order From to be agreed to between Contractor and such Affiliate.

CONTENT; DATA.

License for Ordering Activity Data. In the event Contractor is hosting the DL Software on behalf of the Ordering Activity and providing the Hosting Services, Ordering Activity grants to Contractor a limited, non-exclusive, non-transferable license to store and use the Content to the extent necessary for Contractor to perform its obligations hereunder.

The Ordering Activity Content. If, in the process of using the DL Software (whether hosted or not), the Ordering Activity, any Authorized User uploads, records or otherwise transmits any Content to a Contractor web server, then the Ordering Activity represents and warrants to Contractor that the Ordering Activity: is the owner or authorized user of the Content; is solely responsible for the Content; and acknowledges and agrees that Contractor neither controls nor guarantees the accuracy, integrity, or quality of the Content. The Ordering Activity will not use the DL Software or upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because the Ordering Activity and its Authorized Users will be in control of the Content displayed online as a part of use of the DL Software, the Ordering Activity understands that by using the DL Software that Authorized Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will Contractor be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any Authorized User. Upon termination of this contract, the Ordering Activity agrees that any Content posted to the Contractor website will not be returned to the Ordering Activity and will be removed from the website. Should the Ordering Activity or an Authorized User submit technical support questions or comments to Contractor, then the Ordering Activity agrees that Contractor may edit and post those questions or comments with the response, (without revealing personal information), on Contractor's support web site and that all such questions or comments shall remain Contractor's property.

Aggregate Data. The parties agree that in connection with the Hosted Services, Contractor shall have the right to collect certain aggregate, non-identifiable data, (collectively, the "Aggregate Data") resulting from the Ordering Activity's use of the DL Software. The parties agree that, for purposes of this Agreement, the Aggregate Data shall be owned by Contractor. Contractor will not use the Aggregate Data in any manner as to identify it as data of the Ordering Activity. The parties further agree that, for purposes of this contract, the Aggregate Data shall not be considered Ordering Activity Data. Contractor agrees to treat all Aggregate Data in accordance with Contractor's privacy policy.

Data Back-Up. In the event Ordering Activity has elected to install and manage the DL Software on its own systems and servers, it agrees and understands that it alone is responsible for protecting and backing-up the data created, used, stored and/or transmitted in connection with the use of the DL Software, and the parties further understand that Contractor shall have no liability whatsoever for any loss of, or failure to recover, such data, or any loss or disruption caused by failure to properly back-up the data and/or the DL Software on a periodic basis.

DL SOFTWARE RESTRICTIONS.

The Ordering Activity and each Authorized User may not access, distribute or use the DL Software except as expressly permitted hereunder, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution of any portion of the DL Software is expressly prohibited. Furthermore, The Ordering Activity, Authorized Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any person not authorized by these terms; (b) unless agreed to in an Order Form, store any DL Software in any information storage and retrieval system which provides access to persons not authorized by these terms or provides concurrent usage by more end users than those authorized by these terms; (c) rent, sublicense, lease, or assign any right to use DL Software to any person other than The Ordering Activity itself or its Authorized Users; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the DL Software, or in any other way alter, translate, modify, or adapt the DL Software; or (e) make use of the Internet or an Intranet to provide access to the DL Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by these terms. Any access to or use of the DL Software (or any part thereof) by persons or other users who are not authorized by the Ordering Activity and this Attachment is specifically prohibited.

MAINTENANCE AND SUPPORT.

The license grant in set forth herein includes the Contractor maintenance and support services described in Section D attached hereto (the "Support Services"). Unless otherwise indicated on the Order Form, Contractor will provide the Support Services to the Ordering Activity's administrator. The term of the Support Services shall be twelve months that commences on the Effective Date, unless otherwise agreed to in an Order Form.

If the Ordering Activity ends the Support Services either by non-payment or by notification to Contractor, and if the Ordering Activity should subsequently seek the Support Services (such as new updates, features, etc.), Ordering Activity will be required to pay the then current reinstatement fee as a condition for restoration of Support Services.

Training. Contractor may provide the Ordering Activity with Training for use of the DL Software or Hosted Services as further described in an Order Form for up to the number of hours ordered therein.

REPRESENTATIONS AND WARRANTIES.

Contractor warrants to the Ordering Activity that the DL Software will operate substantially in accordance with functions and features described in the Documentation for a period of ninety (90) days (the "Warranty Period") after the DL Software has been delivered to the Ordering Activity. In the event the Ordering Activity purchases the Hosted Services, the Warranty Period shall extend for the period during which the Ordering Activity has ordered and paid for the Services.

Ordering Activity's remedy under the warranties set forth in this Attachment A shall be for Contractor to use commercially reasonable efforts to remedy the problem or to replace the defective product, provided that Contractor is notified in writing of all warranty problems during the applicable warranty period.

ORDERING ACTIVITY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES, DL SOFTWARE, AND DOCUMENTATION, AS APPLICABLE, ARE PROVIDED "AS IS." EXCEPT AS SET FORTH ABOVE, CONTRACTOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, RELATING IN ANY WAY TO THE SERVICES, DL SOFTWARE, AND DOCUMENTATION, AS APPLICABLE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT ORDERING ACTIVITY'S USE OF THE DL SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. ORDERING ACTIVITY ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE THE HOSTED SERVICES. THE ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT THE DL SOFTWARE AND ANY SERVICES ARE TOOLS TO ASSIST IT IN EVALUATING DIFFERENT DECISION OUTCOMES BASED UPON THE SUBJECTIVE BELIEFS AND OPINIONS BY THE ORDERING ACTIVITY AND ITS AUTHROIZED USERS OF CRITERIA DEVELOPED AND CREATED BY SUCH AUTHORIZED USERS AND/OR THE ORDERING ACTIVITY. CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, THAT ANY DATA. OUTPUT, SOLUTION OR RECOMMENDATION GENERATED OR IMPLIED FROM THE DL SOFTWARE OR SERVICES ARE ACCURATE, MEETS THE NEEDS OF THE ORDERING ACTIVITY, IS BETTER THAN ANY COMPETING PROPOSALS OR DECISIONS OR IS THE BEST SOLUTION AVAILABLE TO THE ORDERING ACTIVITY OR WILL ACCURATELY PREDICT OR IDENTIFY ALL POSSIBLE OUTCOMES. ORDERING ACTIVITY IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE DL SOFTWARE OR THE INFORMATION CONTAINED IN ANY REPORT, AND FOR ANY RELIANCE THEREON.

HARDWARE WARRANTY - LIMITED 1 YEAR WARRANTY.

Contractor warrants this product against defect in material or workmanship for 1 year from the date of purchase. If this product proves to be defective, contact Contractor' support department for repair or replacement of your unit. Contractor will not issue a refund. Return requests cannot be processed without the proof of original date of purchase.

When returning the product, you must ship the product in its original packaging or packaging that gives and equal degree of protection.

This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence or modification of any part of the product. This warranty does not cover damage due to improper operation and maintenance. This product does not cover products sold AS IS or WITH FAULTS.

HOSTING SERVICES

Hosted Services. Contractor will provide Ordering Activity with the following Hosted Services to enable the Ordering Activity and its Authorized Users to access and use the DL Software in accordance with the Attachment: (i) access to a web portal or the website with password protected access to Contractor's back end managed data center environment; (ii) servers and software that are configured to run the DL Software, (ii) networking equipment required in support of Ordering Activity's rights set forth in the License set forth in this Attachment, (iii) bandwidth from the hosted site to the Internet, and (iv) system management operations, including system monitoring and maintenance.

Hosting Availability: Contractor will use reasonable commercial efforts to ensure the DL Software is available to the Internet for use by the Ordering Activity and the Authorized Users, as applicable, 99.0% of the time, excluding any outages on account of or caused by any Ordering Activity Downtime, any Maintenance or any Force Majeure event.

"Ordering Activity Downtime" means downtime, failure, disruption or interruption in the Hosting Services caused by or attributable to the Ordering Activity including, without limitation, (x) failure, interruption or disruption attributable to the actual or attempted acts or omissions of the Ordering Activity's (i) employees or (ii) independent contractors or agents or (y) technical failure of the Ordering Activity's telephone, computer, connectivity or any other equipment.

"Priority Maintenance" means an unscheduled, emergency downtime of not more than 24 hours in any thirty (30) day period required to resolve critical priority level Errors (as such term is described in the Support Services set forth Section D) for which Contractor provides not less than one (1) hour advance notice.

"Scheduled Maintenance" means regularly scheduled downtime to Hosting Services during which Contractor performs Upgrades or other systems servicing to the DL Software.

"System Upgrades" means system upgrades, software patches or similar updates.

Contractor will use reasonable commercial efforts to coordinate Scheduled Maintenance during off-hours of the normal workweek, and will last for a period no longer than 8 hours (in the aggregate) under normal circumstances. Contractor will use reasonable commercial efforts to coordinate with Ordering Activity regarding the scheduling of any emergency maintenance.

Hosting Initiation Services: Prior to the delivery of the Hosting Services, Contractor will responsible for procuring and providing the required hardware and embedded third party software, including without limitation, Redhat Enterprise Linux, Adobe Flash Media Server, Adobe Flash Remoting, JBoss, MySQL, Verisign SSL Certificates,VMWare ESX Server, and Apache Web Server. Additionally, Contractor will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Contractor's management network, and assist Ordering Activity in establishing communications between the servers on the Contractor management network and Ordering Activity's network.

Hosting Environment: Contractor's Hosting environment consists of the following elements: (i) dedicated customer hardware running VMWare ESX Server, (ii) private virtual machines with dedicated system resources running Red Hat Enterprise Linux, (iii) dedicated installations of Apache Web Server, Flash Media Server, Flash Remoting, JBoss, and MySQL, and (iv) a hardware firewall architecture to create "demilitarized zone" ("DMZ"). Servers will be dedicated or partitioned to Ordering Activity, and only required/authorized applications will be installed on Ordering Activity's servers. Access to Ordering Activity's servers will be limited to those individuals with a need for access.

Network Security: Contractor will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption supporting 512-bit digital certificates with 128-bit data encryption for all browsers, (iii) a password protected application, (iv) a DMZ implementation, (v) network security provided by trained firewall support staff only, (vi) regular reviews of web server logs for unauthorized attempted access, and (vii) regular review of domain security logs.

Hosting Administration: Contractor will provide the following Hosting Support to ensure the maintenance and administration of the Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest Apache and OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

System Back-Up: Contractor will provide the following back-up services to ensure data protection and recovery: (i) data backups using commercially available software, (ii) a full image of the servers taken nightly, and (iii) a live, fully functioning backup instance of the application including full mirroring of the production database.

Communications: Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Attachment will be made to the appropriate contact in accordance with the notification provisions of the Attachment.

SUPPORT SERVICES

Period of Support Services
　　Support Services are provided on an annual basis.

DL Software Support Services
　　a.　　While Ordering Activity is covered by Support Services, Contractor agrees to provide to Ordering Activity updates, modifications, new versions, corrected or modified versions of the DL Software in the form of maintenance releases, patches, fixes, versions with minor functionality additions, and further releases that Contractor makes generally available to end-users. In the event Ordering Activity has elected to receive the Hosted Services, Contractor shall apply and deploy any such releases, fixes, updates or upgrades. In the event Ordering Activity has elected to install and maintain the DL Software on its own systems and/or servers, Ordering Activity shall be responsible for promptly applying and deploying any such releases, fixes, updates or upgrades.
　　b.　　So long as it has been provided by Contractor to Ordering Activity, Contractor is only required to support the most current major version ("Current Version") of the DL Software. Following release of an Update, the previous release of the DL Software shall remain a Current Version only for a period of six (6) months. Contractor may discontinue support of any product upon one (1) year's prior written notice to Ordering Activity.
　　c.　　All such version and releases modifications, when delivered and installed, will become part of the DL Software and will otherwise be subject to all of the terms of the Attachment.

Defect Correction Services
　　d.　　While Ordering Activity is covered by Support Services, Contractor will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible Error (including, without limitation, bugs or viruses in the software) in the DL Software in accordance with the response times and severity levels in Section 4 below. "Error" shall mean a reproducible defect in the DL Software that causes the DL Software not to operate substantially in accordance with the Documentation. Contractor, at its option, may respond by including fixes in maintenance releases.
　　e.　　If Contractor, in its discretion, requests written verification of an Error discovered by Ordering Activity, Ordering Activity will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the DL Software fails to perform.
　　f.　　Upon request, Ordering Activity must provide Contractor remote access to Ordering Activity's server to troubleshoot and/or rectify Errors of the DL Software.

Response Times
　　g.　　Contractor will address a Severity Level to all Errors identified by Ordering Activity or Contractor and provide the respective response for the issue.
　　h.　　Contractor will communicate the Severity Level assignment and action plan for the Error based on the timeline below.

Severity Level	Type	Response
1	Errors related to the DL Software that are of such criticality that an emergency fix is required. An Error is assigned this severity if one or more of the following conditions exist: • A critical component or program stops functioning, effectively halting the operation of the DL Software. • There is no reasonable workaround.	Priority commitment from Contractor to deliver patch to Ordering Activity within 5 Business Days.

| 2 | Errors related to the DL Software that cause intermittent operational problems resulting in some lost productivity for the Ordering Activity and the need for manual workarounds. | Contractor will deliver a release in a future patch or version |
| 3 | Errors related to the DL Products that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements. | Time and resources permitting Contractor will deliver a release in a future patch or version. |

Telephone Support

Contractor will, during the hours of 8:30 a.m. to 5:00 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone support available to Ordering Activity's personnel. When Contractor's staff is unavailable, Contractor will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

Delivery

Contractor may use physical or electronic forms of delivery to provide Support Services. At its option, Contractor may email to Ordering Activity corrected DL Software or "patches," modifications error corrections, fixes, or releases to the DL Software. Contractor may also make deliveries on CD-ROM or magnetic media as Contractor deems appropriate.

Time and Materials

i.   Where Ordering Activity is required to pay for additional time and materials, such charge will be billable to Ordering Activity at Contractor's then current hourly or per diem rates.

j.   Custom applications developed for Ordering Activity will be supported only on time and materials basis. They are not subject to Error Correction Services as set forth above.

On-Site Services

Except as expressly stated in this Attachment with regard to installation of the DL Software, Support Services do not include onsite service at Ordering Activity's locations. Site visits arranged with Contractor are chargeable at Contractor's then current consulting terms and payment rates.

immixTechnology, Inc.
a subsidiary of ◆ immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

EGENERA, INC.

EGENERA LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Affiliate" means, with respect to a party, any entity that is controlled by, is under common control with or controls such party (with "control" meaning ownership of more than fifty percent (50%) of the outstanding voting equity interest).

"Order" means a document (e.g., Ordering Activity's purchase order) issued by Ordering Activity to Contractor that specifies the Products and Services that Ordering Activity wishes to purchase from Contractor.

"Products" means the products described in an Order accepted by Egenera.

"Services" means Egenera's generally available support services described in an Order accepted by Egenera.

"Egenera Hardware" means the Egenera-labeled hardware, including spares, parts and hardware components, acquired by Ordering Activity from Egenera or one of its authorized distributors.

"Egenera Software" means the Egenera-owned software, in object code form, including certain of the firmware that is embedded in the Egenera Hardware and improvements, enhancements, revisions, updates or upgrades provided by Egenera or one of its authorized distributors, and certain related documentation (including CD-ROM duplicates), accompanying the Egenera Hardware or licensed to Ordering Activity from Egenera or one of its authorized distributors for use on Egenera Hardware.

"Egenera Products" means Egenera Hardware and Egenera Software.

"Licensed Software" means any Egenera Software and Third Party Software, including user and other related documentation (including user manuals and any technical and training related documentation) and improvements, enhancements, revisions, and updates, and any Software Upgrades and Maintenance Updates that may be provided by directly or indirectly Egenera from time to time.

"Maintenance Update" means a generally available software patch, bug fix, and update provided by Egenera that is intended to correct errors in the Egenera Software.

"Products" means Egenera Hardware, Egenera Software and unless differentiated, Third Party Software.

"Open Source Software" means Third Party Software that is licensed under the terms of various published open source software license agreements (such as the GNU Public License) or copyright notices accompanying such software.

"Services" means Egenera's installation, support and training services generally available from time to time from Egenera or its authorized service providers, excluding any services Egenera may provide as part of its limited warranty coverage.

"Software Upgrade" means either (i) a generally available "Major Release", which is intended to provide significant functionality enhancements as well as incorporate cumulative Maintenance Updates since the most recent release of the Egenera Software, or (ii) a generally available "Minor Release", which is intended to provide incremental functionality enhancements as well as incorporate cumulative Maintenance Updates since the most recent release.

"Third Party Software" means software provided by Egenera or one of its authorized distributors or service providers that is labeled as being provided by a third party and/or is owned other than by Egenera. Linux™ software is an example of both Third Party Software and Open Source Software.

Limited License. Contractor own and shall retain all title to, ownership of and all applicable rights in patents, copyrights, trade secrets, trademarks, trade names and all other intellectual property and proprietary rights in and to the Licensed Software. Subject to Attachment A, Ordering Activity is hereby granted a non-exclusive, non-transferable, non-sublicensable, limited license to use, in object code form only, the Licensed Software solely for Ordering Activity's own internal use and only on, and the associated documentation only with, the Egenera Hardware for which it was supplied. This license is not a sale of any rights in the Licensed Software.

Copies. Ordering Activity may make a reasonable number of copies of software included in the Licensed Software (exclusive of the documentation supplied therewith) solely for backup or archival purposes or when copying is an essential step in the authorized use of the associated Products.

Additional Restrictions. Except to the extent expressly permitted in this Attachment A or applicable law, Ordering Activity may not: (a) modify, translate, reverse engineer, decompile, disassemble, otherwise attempt to obtain the source code of, or create derivative works based on or otherwise tamper with, any Licensed Software or any firmware, circuit board, or integrated circuit; (b) copy (including copying onto a bulletin board or similar system) the Licensed Software (c) rent, lease, time share, grant a security interest in, or otherwise transfer or sublicense rights to, any Licensed Software; (d) modify, disable, attempt to circumvent or otherwise interfere with any software procedures or

other mechanisms that enforce use restrictions and/or that may disable the functionality of such software upon violation of the terms of this license (and Ordering Activity acknowledges that any attempt to do so may be a violation of applicable law); (e) remove, alter or fail to retain any proprietary notices or labels on any Licensed Software or any copies thereof; or (f) disclose or otherwise make available any Licensed Software in any form to any third party.

SERVICES

Ordering Activity's Obligations. Ordering Activity is responsible for supplying and maintaining an appropriate environment (including power, network and telephone connections, etc.) for the Products, providing Contractor with remote access to each system you purchase from Contractor and providing an IP address, login and password for Contractor to establish access to such system. Failure to provide remote access may affect Contractor's response and resolution time. If such remote access is not provided and as a result a Contractor support engineer is required on site, Contractor shall invoice Ordering Activity and Ordering Activity shall pay Contractor's prevailing time and material charges, inclusive of all travel related expenses, for the on-site service. Contractor may require your assistance in recreating a Product problem. Contractor agree's to provide sufficient, free and safe access to Ordering Activity's facilities and systems to enable Contractor to fulfill its obligations. Ordering Activity agree to allow Contractor to install mandatory engineering changes (such as those required for safety) on a Product. The inability to recreate the problem and to provide such assistance as may be necessary may prevent Contractor from resolving the problem.

Upgrades and Updates. Contractor's limited warranty coverage includes Maintenance Updates but does not include Software Upgrades. During or after the applicable Egenera Software limited warranty period, Ordering Activity may purchase Contractor's standard support Services in order to obtain Contractor's most current Software Upgrades. Contractor provides support Services for only the two most recent Major Releases of Egenera Software (i.e., the then-current Release and one Major Release back).

Professional Services. Any unique or nonstandard custom software design, development, and related support and/or integration, project management, and consulting services that Ordering Activity may Order hereunder shall be more fully described in a mutually agreed upon written "Professional Services Work Order."

LIMITED WARRANTY

Contractor Product Limited Warranty. Contractor warrants that the Egenera Products will, for a period of one (1) year after the date on which the Egenera Products are first delivered to Ordering Activity, substantially and materially perform in accordance with Contractor's publicly available written specifications in effect at the time of such delivery. The limited warranty period for non-standard custom software provided as part of a Professional Services Work Order is sixty (60) days from the date of acceptance. Egenera Hardware upgrades are warranted until the end of the original warranty period of the Egenera Hardware to which they are added. Any replacement Egenera Hardware part provided as part of Contractor's limited warranty coverage will be warranted for the greater of the remainder of the replaced original part's limited warranty period and ninety (90) days. All replaced parts shall be returned to and become the property of Contractor. If a replaced part is not received by Contractor within thirty (30) calendar days of Ordering Activity's receipt of its corresponding replacement part, Contractor will invoice Ordering Activity and Ordering Activity shall pay the list price of the replacement part. Contractor is responsible for the shipping and insurance charges on replacement and replaced parts shipped to and from Ordering Activity as part of Contractor's limited warranty coverage. Contractor's liability and obligation under this limited warranty shall be as follows: if, during an applicable limited warranty period, Ordering Activity report in reasonable detail in writing and Contractor subsequently verifies that an Egenera Product does not conform to its limited warranty described in this Attachment A, then Contractor shall at its option (a) provide replacement parts and service necessary to repair the Egenera Hardware and use reasonable efforts to modify the Egenera Software to make it conform to its limited warranty, (b) replace the nonconforming Egenera Product with Egenera Product that conforms to this limited warranty, or (c) if unable to make such repair or replacement after a reasonable number of attempts, refund the net amount Contractor was paid for the nonconforming Product in exchange for its return.

Contractor Services Limited Warranty. Services shall be provided in a professional, workmanlike manner and in accordance with generally accepted industry standards. Contractor's liability and obligation under this limited warranty shall be as follows: if Ordering Activity notify Contractor in writing within thirty (30) days after the date a Service was rendered, and Contractor subsequently determines, that Contractor has failed to provide the Service or a component thereof in accordance with this limited warranty, then Contractor shall at its option (a) re-perform the Service, or (b) if after a reasonable number attempts, Contractor is unable to provide the Service so that it conforms to this limited warranty, refund to Ordering Activity the net amount Contractor was paid for the non-conforming portion of the Service.

Exclusions. The limited warranties set forth in this Attachment A do not apply to problems that arise from accident or abuse, interoperation with other non-Contractor-labeled products, improper installation or modification other than by Contractor, use in an environment or in a manner or for a purpose for which a Product was not designed, third party software not supplied by Contractor or Ordering Activity's failure to implement all previously supplied Maintenance Updates or Software Upgrades. Contractor does not warrant that the operation of the Products will be uninterrupted or error free, or that all defects can be corrected. Third Party Software is provided by Contractor "AS-IS". With respect to Egenera's BladeFrame® product lines, Contractor shall not be responsible for (and its limited warranty coverage and support Services shall not apply to) any problems or errors that arise or result from or relate to Ordering Activity's running or having run any software on the Control Blades™ of such products other than (a) software provided as part of Egenera's base BladeFrame software package (including upgrades thereof or updates thereto provided by Contractor) or (b) other software specifically approved by Contractor in writing for running on such Control Blades.

Contractor makes the warranties described in this Attachment A solely to the first Ordering Activity to which Contractor or its authorized distributor delivers the Products; these warranties are not for the benefit of any other party; and no Ordering Activity rights under this Attachment A are assignable or transferable, directly or indirectly, by operation of law or otherwise.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS ATTACHMENT A, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR (a) PROVIDES THE PRODUCTS OR SERVICES WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND (b) ON BEHALF OF ITSELF AND ITS THIRD PARTY SUPPLIERS EXPRESSLY EXCLUDES AND DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. Ordering Activity acknowledge that the Products are not designed, licensed or intended for use in the operation or maintenance of any nuclear facility, mass transit system, aviation system, life support or monitoring system or other inherently dangerous application. Contractor and its licensors disclaim any express or implied warranty of fitness for such uses, and neither Contractor nor its licensors shall be liable to Ordering Activity, in whole or part, for any claims arising from any such use.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

EMC CORPORATION

EMC CORPORATION LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS.

A. "Documentation" means the then-current, generally available, written user manuals and online help and guides for the Product provided by Contractor.
B. "EMC" means EMC Corporation.
C. "Product" means the EMC software product which references, or is made subject to this Attachment A, and any copies made by or on behalf of Ordering Activity, Software Releases, and all Documentation for the foregoing. Products do not include Evaluation Products.
D. "Quote(s)" means one or more documents issued by EMC or a Distributor which identifies this Product, Evaluation Product, and/or a related Service, the applicable pricing and sufficient other information to complete the transaction.
E. "Software Release" means any new version of Product that is made generally available by EMC to customers who are current in the payment of maintenance and support fees, but does not mean a new Product.
F. "Support Tools" means any hardware, software and other tools and/or utilities used by Contractor to perform diagnostic or remedial activities in connection with Products.
G. "User" means Ordering Activity's agents, employees, consultants or independent contractors authorized by Ordering Activity to use the Products on Ordering Activity's behalf.

RIGHT TO USE
LICENSE GRANT. Subject to Ordering Activity's compliance with this Attachment A and payment of all license fees, Contractor grants to Ordering Activity a nonexclusive, perpetual and non-transferable license (with no right to sublicense) to use the Product for internal business purposes only, for the number of applicable licensing units and in accordance with the applicable license terms or restrictions set forth in Exhibit 1 below. The foregoing license shall commence on the date of shipment or electronic availability of such Product to Ordering Activity. Documentation is licensed solely for purposes of supporting Ordering Activity's use of the Product as permitted in this Section.

LICENSE RESTRICTIONS. All Product licenses granted herein are for use of object code only. Ordering Activity may copy the Product for backup purposes only, and may copy Documentation as reasonably necessary in connection with Ordering Activity's authorized internal use of the Product. Ordering Activity shall not, without Contractor's prior written consent, use Product in a service bureau or similar capacity, or copy, provide, disclose or otherwise make available Product in any form to anyone other than Ordering Activity's Users, who shall use Product solely for Ordering Activity's internal business purposes in a manner consistent with this Attachment A. Ordering Activity shall be fully responsible to Contractor for the compliance of Ordering Activity's Users herewith.

WARRANTY AND DISCLAIMER.

Duration. The warranty term for the Products shall be 60 days from the date of shipment or the date of electronic availability.

Product Warranty. Contractor warrants that, from the date of shipment or the date of electronic availability, as applicable, the Product (excluding Product Releases) will substantially conform to the applicable Documentation for such Software. Contractor does not warrant that the operation of the Product shall be uninterrupted or error free, or that all defects can be corrected. Contractor's entire liability and Ordering Activity's exclusive remedies under the warranties described in this Section shall be for Contractor, at its option, to use reasonable efforts to remedy such defects or performance failure or to replace the affected Product. If Contractor is unable to make the affected Product operate as warranted within a reasonable time, then Contractor shall refund the amount received by Contractor for the affected Product upon return of the specific Software to Contractor.

Warranty Exclusions. Except as expressly stated in the above warranty, and to the maximum extent permitted by law, Contractor (including its suppliers) provides Product "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

PRODUCT SUPPORT
Support and Maintenance. If Ordering Activity has purchased maintenance or support Services for the Product from Contractor, such shall be delivered by Contractor through EMC as specified in Exhibit 2 below. If Ordering Activity ceases support and later wishes to re-instate support, then re-instatement may be subject to certification at Contractor's then-current rates.

Support Tools. Support Tools are owned by or licensed to Contractor. Ordering Activity authorizes Contractor to store Support Tools and spare parts at the installation site and agrees that such are for use only by Contractor authorized personnel. Ordering Activity shall not make, and shall use reasonable care to prohibit its personnel or any third party from making, any copies, use, disclosure or transfer of Support Tools and/or such spare parts. Contractor is authorized, upon the conclusion of any maintenance or warranty period or at any other time, upon reasonable notice to Ordering Activity, to enter the installation site, or to use remote means, to remove and/or disable Support Tools and spare parts and Ordering Activity shall reasonably cooperate in this effort.

OWNERSHIP AND RESTRICTIONS. Products are licensed only. No title to, or ownership of, the Products or Evaluation Products is transferred to Ordering Activity. Ordering Activity shall reproduce and include copyright and other proprietary notices on and in any copies, including but not limited to partial, physical or electronic copies, of the Product and Evaluation Products. Neither Ordering Activity nor its Users shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Product or Evaluation Products without EMC's prior written consent, nor shall Ordering Activity permit any third party to do the same.

Exhibit 1
EMC Software Use Rights

The information provided below is to further define the license rights and limitations for Software products.

Software is licensed via a unit of measure that quantifies the scope of the license rights being granted on the basis of the particular licensing model used by EMC for such Software. These licensing models are described in this document. The unit of measure applicable to the Software being offered under this Schedule contract may be designated in the Software product description in by the codes described in the following table:

Unit of Measure	Code	Description
Central Processing Unit	CPU	The maximum number of CPUs upon which the Software is authorized for installation and use. A CPU is the central processing unit within a computer system. CPU means physical CPU unless specifically agreed to otherwise in writing.
Core	Core	The maximum number of compute cores upon which the Software is authorized for installation and use. A Core is a computation core within a Central Processing Unit (CPU). All of the Cores on all of the physical CPUs in the service running the Software must be licensed unless specifically agreed to otherwise in writing.
Raw Capacity or Registered Capacity	GB TB PB	The maximum computer data storage capacity of the computing device, storage array or database managed by the applicable Software. For purposes of this document, a GB is approximately 1,073,741,824 bytes, a TB is approximately 1,099,511,627,776 bytes, and a PB is approximately 1,125,899,906,842,624 bytes.
Device		The maximum number of computing hardware and/or software systems that perform a specific function. The boundaries of a Device are defined by the function being acted upon or managed and should be consistent across products that are licensed by Devices of the same type. A "Device" includes, but is not limited to, routers, switches, firewalls, load balances, storage arrays, Network-Attached Storage ("NAS") data movers, NAS systems, blades, Internet Protocol ("P") phones.
Host	HST	The maximum number of Hosts on which the Software is authorized for installation and use. A "Host" is defined as an installed instance of the Software containing data accessed by a User.
Mailboxes	MAILBX(S)	The maximum number of Mailboxes on which the Software is authorized for deployment. A "Mailbox" is defined as an individual repository for electronic mail associated with a single individual or a single group including all file structures and associated software but excluding any archived copies or backups of active Users.
Page	PPY	The maximum number of Pages that may be processed by the Software, on a single server, per year. A "Page" is defined as a single-sided document image
Seat or User	ST or USR	The maximum number of Users that may be authorized to use or access the Software, regardless of whether such Users are actively using or accessing the Software at any given time. Except as otherwise agreed in an applicable Agreement, "User" means your agents, employees, consultants, or independent contractors authorized by you to use the Software on your behalf.
Server	SRVR/SVR	The maximum number of physical servers on which the Software is authorized for installation and use.

EMC Software Models:

Registered Capacity Model

Model Description
Licensing and pricing is based upon the Registered Capacity of the storage array or other hardware Device on which the Software is licensed for use. The Registered Capacity describes the maximum quantity of data on the storage device or other hardware Device for which the functionality of the Software is authorized for use. The total capacity of the Device may far exceed the Registered Capacity for a particular function of a software program. EMC SourceOne® eDiscovery Software products have a capacity limitation (expressed in terms of the amount of uncompressed data through which Software can conduct an e-discovery related data search and scan) which when reached requires the purchase of additional hardware and Software.

Software that is licensed on the basis of Registered Capacity is typically licensed for use only on a specifically identified storage array or other hardware Device. Each storage array or other hardware Device requires the purchase of 1) an initial base product (independent of Registered Capacity) and 2) an additional quantity of add-on products that reflect the amount of Registered Capacity on which the applicable Software is authorized for use.

Customers may subsequently determine they need to use the Software in connection with an amount of data that exceeds the current Register Capacity. In such cases, customers must either purchase an appropriate number of additional licenses to cover the increase in the Registered Capacity, or purchase a new base product plus Software in instances where a capacity imitation has been reached.

Metric
* Registered Capacity of the storage array or other hardware Device
* Unit of Measure = 1 TB increments or other fixed TB increments

Model Specific Terms and Conditions
* The purchase of a base product license plus add-on product licenses (which are measured by Registered Capacity) may both be needed to use the software Product(s).

Raw Capacity Model

Model Description
Licensing and pricing is based upon the total capacity of the storage array on which the Software is licensed for use. Software licensed on the basis of Raw Capacity is typically licensed for use only on a specifically identified storage array. This model uses a "base plus capacity" approach as described in the Registered Capacity model above, where the customer purchases one base product license and then purchases incremental capacity add-on product licenses to equal the raw capacity of the system on which the Software will operate.

Metric
* Raw Capacity of the storage array
* Unit of Measure = 1 TB increments

Model Specific Terms and Conditions

* A base product license plus add-on product licenses (which are measured by Raw Capacity) must both be purchased to use the software product(s).

Server by Operating System Model

Model Description
Licensing and pricing is based upon a Host machine and is characterized by the nature of the Host platform. It includes servers that run a single instance, partition, or virtual machine as well as servers that run multiple instances, partitions, or virtual machines (both physical and virtual machines). (Each partition running the application constitutes an instance.) This model is intended to be used with server-centric Software.

Metrics
* Physical server per operating system (OS)
* Unit Of Measure = physical server

Model Specific Terms and Conditions
* Software licensed in accordance with the Server by Operating System model is generally priced for a particular OS type, such as Windows, Solaris, etc.
* A Server by Operating System license may provide support for only a single application type, such as Exchange or Oracle.
* A single Software license may not be separated for use in more than one Operating System even if the Operating Systems are on the same physical device/system.

Device Licensing Model

Model Description
Licensing and pricing is based upon the total number of Devices or software systems being managed or inspected by the Software. The Software licensed under this model may be used on or with a specific device or quantity of Devices of a specified type. Devices can either be EMC supplied Devices or third-party Devices depending on the type of Software being licensed.

Metrics
- A computing hardware and/or software system that performs a specific function. The boundaries of the Device are defined by the function being acted upon or managed and should be consistent across products that are licensed by devices of the same type. Examples of devices include, but are not limited to, routers, switches, firewalls, load balances, storage arrays, NAS data movers, NAS systems, blades, IP phones.
- Unit of Measure = an individual type of Device or component of a Device.

Model Specific Terms and Conditions
Device Metric Considerations: Under this licensing model, the term "Device" is used to represent both physical Devices as well as software systems. Some Software will be licensed by the total number of Devices the Software is installed on or interacting with. Other Software will be licensed for specifically identified Devices.

Mailbox Licensing Model

Model Description
Licensing and pricing is based upon the total number of Mailboxes that the Software manages. This model specifies the maximum number of Mailboxes a customer may deploy using the Software.

Metrics
- The metric for this model is the Mailbox
- Unit of measure = per e-mail mailbox or per "reviewed, named Mailbox"

Model Specific Terms and Conditions
- Tiered pricing (price per Mailbox decreases as the number of e-mail mailboxes purchased increases).
- Licensing for EmailXtender is limited to the sole and exclusive benefit and use of the User. License rights may not be further assigned or sublicensed to any other party for any other purpose.

Scan/Transaction Licensing Model

Model Description
Licensing and pricing is based upon the total number of Pages processed on a single server, per 12-month period.

Metrics
- Unit of Measure = a single-sided document image per server per year
- Range = 12 month timeframe

Model Specific Terms and Conditions
- Pages are only counted once at the time of entering EMC InputAccer.
- Customer may only use the Software on a specified computer. The amount of Pages the Software may manage per computer is determined by the annual Page volume of the Input Acce! Server.

Named User Licensing Model

Model Description
Licensing and pricing is based upon the total number of unique named Users or Seats, directly or indirectly accessing the Software, whether such Users are actively using the Software, or accessing the Software at any given time. A separate license is required for each User accessing or using the Software, notwithstanding any technology used to: (i) reduce the number of Users the Software directly manages; (ii) pool connections; or (iii) reduce the number of Users accessing or using the Software.

Metrics
- The metric for this license is a named User (or Seat)
- Unit of measure = Unique user ID

Concurrent User Licensing Model

Model Description
This model specifies the maximum number of concurrent Users who are accessing the Software at any instance in time. A separate license is required for each User accessing or using the Software, notwithstanding any technology used to: (i) reduce the number of Users the Software directly manages; (ii) pool connections; or (iii) reduce the number of Users accessing or using the Software.

Metrics
- Unit of Measure: a User accessing the Software at a given instant in time.

<u>**CPU Model**</u>

Model Description
Licensing and pricing is based upon the total number of CPUs present in the computer upon which the Software will operate.

Metrics
- Unit of Measure: each unique CPU in a machine

<u>**Temporary Term Expiring Licenses**</u>:

Failover Expiring Licenses
Each license entitlement includes the right to run the Software on a separate computer in a failover environment for up to 30 separate days in any given calendar year for purposes of emergency management. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software. License keys for such licenses must be obtained from EMC by making a request through EMC Powerlink® .

Backup Testing Expiring License
For the purpose of testing physical copies of backups, license rights include the capability to run the Software on an unlicensed computer for up to 30 days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the Software.

Emergency Expiring License
EMC will allow and support the use of emergency licenses for customer critical situations, such as getting back into production in a disaster recovery situation or resolving a situation with an incorrect License Key being delivered. Each license entitlement includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year. License keys for such licenses must be obtained from EMC by making a request through Powerlink. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the software.

Service License
EMC will allow the use of service-related licenses for customer situations in conjunction with EMC's support organization when initiated and used by EMC support personnel. The license includes the right to run the Software on an unlicensed separate computer for up to 30 separate days in any given calendar year.

EXHIBIT 2
EMC COMMERCIAL MAINTENANCE & SUPPORT TERMS

Contractor through EMC will provide the following support and maintenance (Basic, Premium or Enhanced) as applicable:

BASIC SUPPORT

The following chart lists the service features of Basic Support provided under EMC's standard warranty and/or maintenance terms.

Basic Support is available as to:

1. EMC Equipment (including its related Core Software) which is identified on the <u>EMC Product Warranty and Maintenance Table</u> as

   ➢ including Basic Support during the applicable warranty period; or

   ➢ eligible for Basic Support during a subsequent maintenance period.

2. EMC Software (other than Core Software) which is identified on the EMC Product Warranty and Maintenance Table as eligible for Basic Support during a maintenance period.

Service Feature	Description	Basic Support – Coverage Details
Remote Technical Support	Customer may contact EMC by telephone or web interface 7X24 to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level*. EMC provides (i) a technical response by remote means based on the Severity Level of the problem, or, (ii) when deemed necessary by EMC, onsite support as described below	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact:: Severity Level 1: 2 local business hours; on a 5X9 basis Severity Level 2: 4 local business hours; on a 5X9 basis Severity Level 3: 8 local business hours; on a 5X9 basis Severity Level 4: 12 local business hours; on a 5X9 basis
Onsite Support	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed onsite support necessary.	Not included. Available for purchase.
Replacement Parts and Installation	EMC provides replacement parts when deemed necessary by EMC.	Included. Installation of all replacement parts performed by Customer. Replacement parts will be shipped to Customer for Next local business day arrival. Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts. Customer is responsible for returning all replaced parts to a facility designated by EMC.
Core Software (operating system) Releases and Installation	EMC provides new releases of Core Software as available.	Included. Customer will perform the installation of new releases of Core Software, unless deemed necessary by EMC.
EMC Software (Enterprise, Application, or Enhanced Feature Software, but excluding Core Software) Releases, and Installation	EMC provides new releases as available.	Included. Customer will perform installation unless otherwise deemed necessary by EMC.
Secure Remote Support ("Connect Home")	Certain EMC products installed at Customer site will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access product if necessary for additional diagnostics and to provide remote technical support.	Not included.
Access to Web based customer support tools	Customers that have properly registered have access on a 7X24 basis to EMC's web based customer support tools via EMC Powerlink website.	Included.

*Severity Levels:
- **Severity 1 – Critical:** Severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2 – High:** Customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3 – Medium:** Customer or workgroup performance of job function is largely unaffected.
- **Severity 4 – Request:** Minimal system impact; includes feature requests and other non-critical questions

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

PREMIUM SUPPORT

The following chart lists the service features of Premium Support provided under EMC's warranty and/or maintenance terms.

Premium Support is available as to:

1. EMC Equipment (including its related Core Software) which is identified on the EMC Product Warranty and Maintenance Table as

    ➢ including Premium Support during the applicable warranty period; or

    ➢ eligible for upgrade to Premium Support during the applicable warranty period; or

    ➢ eligible for Premium Support during a subsequent maintenance period.

2. EMC Software (other than Core Software) which is identified on the EMC Product Warranty and Maintenance Table as eligible for Premium Support during a maintenance period.

Service Feature	Description	Premium Support – Coverage Details
Remote Technical Support	Customer may contact EMC by telephone or web interface on a 7X24 basis to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level*. EMC provides (i) a technical response by remote means based on the Severity Level of the problem; or (ii) when deemed necessary by EMC, onsite support as described below	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 30 minutes; on a 7X24 basis Severity Level 2: 2 hours; on a 7X24 basis Severity Level 3: 3 local business hours Severity Level 4: 8 local business hours
Onsite Support	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed onsite support necessary.	Included for Equipment and Core Software only. Onsite support response objective is 4 hours after EMC deems onsite support is necessary on a 7x24 basis. Onsite support does not apply to Software, but may be separately purchased.
Replacement Parts and Installation	EMC provides replacement parts when deemed necessary by EMC.	Included. Installation of all replacement parts performed by EMC as part of onsite support, but Customer has option to perform installation of Customer Replaceable Units (CRUs). See EMC Product Warranty and Maintenance Table for listing of parts designated as CRUs for specific Equipment. If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by EMC.
Core Software (operating system) Releases and Installation	EMC provides new releases of Core Software as available.	Included. EMC will perform the installation of new releases of Core Software.
EMC Software (Enterprise, Application, or Enhanced Feature Software, but excluding Core Software) Releases, and Installation	EMC provides new releases as available.	Included. Customer will perform installation unless otherwise deemed necessary by EMC.

Secure Remote Support ("Connect Home")	Certain EMC products will automatically and independently contact EMC to provide input to assist EMC in problem determination. EMC will remotely access products if necessary for additional diagnostics and to provide remote technical support.	Included for products which have remote monitoring tools and technology available from EMC. Once EMC is notified of a problem, the same response objectives for Remote Technical Support and Onsite Support will apply that would if Customer had called or e-mailed EMC.
Access to Web based customer support tools	Customers that have properly registered have access on a 7X24 basis to EMC's web based customer support tools via EMC Powerlink website.	Included.

* Severity Levels:
- **Severity 1 – Critical:** Severe problem preventing customer or workgroup from performing critical business functions.
- **Severity 2 – High:** Customer or workgroup able to perform job function, but performance of job function degraded or severely limited.
- **Severity 3 – Medium:** Customer or workgroup performance of job function is largely unaffected.
- **Severity 4 – Request:** Minimal system impact; includes feature requests and other non-critical questions.

The warranty periods and support options ("EMC Support Information") on this website apply (i) only between EMC and those organizations that procure the applicable products and/or maintenance under a contract directly with EMC (the "EMC Customer"); and (ii) only to those products or support options ordered by the EMC Customer at the time that the EMC Support Information is current. EMC may change the EMC Support Information at any time. The EMC Customer will be notified of any change in the EMC Support Information in the manner stated in the then current product ordering and/or maintenance related agreement between EMC and the EMC Customer, but any such change shall not apply to products or support options ordered by the EMC Customer prior to the date of such change.

Products or services obtained from any EMC reseller are governed solely by the agreement between the purchaser and the reseller. That agreement may provide terms that are the same as the EMC Support Information on this website. The reseller may make arrangements with EMC to perform warranty and/or maintenance services for the purchaser on behalf of the reseller. Please contact the reseller or the local EMC sales representative for additional information on EMC's performance of warranty and maintenance services on Products obtained from a reseller.

ENHANCED SUPPORT

The following chart lists the service features of Enhanced Support provided under EMC's warranty and/or maintenance terms.

Enhanced Support is available as to:

1. EMC Equipment (including its related Core Software) which is identified on the EMC Product Warranty and Maintenance Table as

   ➢ including Enhanced Support during the applicable warranty period; or

   ➢ eligible for upgrade to Enhanced Support during the applicable warranty period; or

   ➢ eligible for Enhanced Support during a subsequent maintenance period.

2. EMC Software (other than Core Software) which is identified on the EMC Product Warranty and Maintenance Table as eligible for Enhanced Support during a maintenance period.

Service Feature	Description	Enhanced Support – Coverage Details
Remote Technical Support	Customer may contact EMC by telephone or web interface on a 7X24 basis to report an Equipment, Core Software, or other Software problem and provide input for initial assessment of Severity Level*. EMC provides (i) a technical response by remote means based on the Severity Level of the problem; or, (ii) when deemed necessary by EMC, onsite support as described below.	Included. Initial technical response objective, based upon Severity Level, within the following time period after receipt of Customer contact: Severity Level 1: 1 hour; on a 7X24 basis Severity Level 2: 3 hours; on a 7X24 basis Severity Level 3: 4 local business hours Severity Level 4: 10 local business hours
Onsite Support	EMC sends authorized personnel to installation site to work on the problem after EMC has isolated the problem and deemed onsite support necessary.	Included for Equipment and Core Software only. Onsite support response objective is next local business day, on a 5X9 basis, after EMC deems onsite support is necessary. Arrival of support personnel onsite is dependent upon onsite arrival of any necessary replacement parts. Onsite support does not apply to Software, but may be separately purchased.
Replacement Parts and Installation	EMC provides replacement parts when deemed necessary by EMC.	Included. Installation of Customer Replaceable Units (CRUs) performed by Customer. Refer to Product Maintenance table for listing of parts designated as CRUs. Installation of all other non-CRU parts performed by EMC. Replacement parts will be shipped to Customer for next local business day arrival. Local country shipment cut-off times may impact the no later than next local business day delivery of replacement parts and the related Onsite Support. If EMC installs the replacement part, EMC will arrange for its return to an EMC facility. If Customer installs the CRU, Customer is responsible for returning the replaced CRU to a facility designated by EMC.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

FAST SEARCH AND TRANSFER

FAST SEARCH AND TRANSFER LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS.

The following words and expressions have the following meanings:
"Cold Backup Server" means a machine which has software installed and configured, but is turned off.
"Component Software" means software that is proprietary to a third party that is incorporated into and supplied with the Product as an integrated component. Component Software does not include any Open Source software.
"Current Release" means the latest Upgrade of thee Product offered for general commercial distribution.
"Documentation" means all Product user documentation and manuals, in whatever medium, regarding the proper installation and use of thee Product.
"Maintenance" means the maintenance services provided by Contractor through FAST as set forth herein.
"Product Use Rights" means the use rights for the Product set forth on Exhibit 1 hereto.
"run" or "use" means to copy, install, use , access, display, run or otherwise interact with.
"Support" means the support services provided by Contractor through FAST in accordance with Exhibit 2.
"Update" is defined in on Exhibit 2.
"Upgrade" means the release of a new version of the Product which FAST makes available under Maintenance. An Upgrade is typically recognized by an increase in value of the primary version number (e.g. version 3.xx replaced by version 4.xx) or the secondary version number (e.g. version 3.0 replaced by version 3.1).

LICENSE TERMS.

Product use rights. FAST grants to Ordering Activity a perpetual (except as otherwise provided herein), non--exclusive, non-transferable and non-sublicensable license to use the Product in accordance with the Product Use Rights set forth on Exhibit 1 below, in object code or other machine executable format, during the Term, and according to the terms and conditions set out herein ("License"). Any person that has valid access to Ordering Activity's internal network or computer systems may copy and use the Documentation for internal reference purposes. Ordering Activity may copy the Product for back-up or archival purposes, provided that any copy contains all off the original proprietary notices.

Restrictions on use. Ordering Activity must comply with any technical limitations in the Product that only allow it to be used in certain ways. Ordering Activity must not: (i) permit other entities or individuals to use the Product except under the terms listed herein, (ii) reverse engineer, decompile or disassemble any Product, Update, or Upgrade, except where applicable law permits it despite this limitation, (iii) rent, lease, or lend to or for third parties any Product, Update, or Upgrade except where Contractor agrees otherwise in a separate written agreement, (iv) copy the Product (except as specified herein), (v) remove any proprietary notices or labels on the Product, (vi) separate, remove or replace any Component Software, use any Component Software independently of the Product, or use the Product without the Component Software, or (vii) host the Product for commercial hosting services, or use the Product to host websites or search applications for third parties.

Multiplexing. Hardware or software which Ordering Activity uses to: (i) pool connections, (ii) reroute information, (iii) reduce the number of devices or users that directly access or use the Product, or (iv) reduce the number of operating system environments, devices or users the Product directly manages, (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that Ordering Activity needs.

MAINTENANCE AND SUPPORT.

Maintenance. If Ordering Activity purchases Maintenance, payment of the applicable fee entitles Ordering Activity to: (i) notification of and access to Upgrades to the then Current Release, and (ii) use Cold Backup Servers for disaster recovery only, provided that Ordering Activity's number of Cold Backup Servers does not exceed the number of server licenses purchased by Ordering Activity for the Product covered by Maintenance.

Support. If Ordering Activity purchases Support, payment of the applicable Annual Services Fee entitles Ordering Activity to: (i) notification of and access to Updates released by Contractor through FAST, (ii) the Technical Product Support described in Exhibit 2, and (iii) the SDK Support also in Exhibit 2.

Termination and de-support rights. Contractor may, at its sole discretion, cease providing Maintenance and Support for any prior version of the Product six (6) months after an Upgrade is made available. Either party may terminate Maintenance and/or Support effective on an anniversary of the Effective Date by providing written notice to the other of its desire to do so at least sixty (60) days prior to such anniversary. If Ordering Activity terminates Maintenance and/or Support, Contractor shall be under no obligation to resume providing such services to Ordering Activity under any circumstances.

Limitations. The Terms and Conditions of this Attachment A apply to the initial copy of the Product as well as to all Upgrades and Updates. Neither Maintenance nor Support includes new modules released by FAST through Contractor that include significantly different features and functionality which are packaged and marketed as separate modules.

LIMITED WARRANTY.

a. Limited Product Warranty. Contractor warrants that the Product will perform substantially as described in the applicable Documentation. This warranty is subject to the following limitations:
(i) the warranty applies for ninety (90) days from the Effective Date (the "Warranty Period");
(ii) any implied warranties, guarantees or conditions last only during the Warranty Period, except where applicable law does not permit such a limitation;
(iii) the warranty does not cover problems caused by accident, abuse or use of the Product in a manner inconsistent with this Attachment A or the Product Use Rights, or resulting from events beyond Contractor's reasonable control; and
(iv) the warranty does not apply to problems caused by the failure to meet minimum system requirements.

Remedies for Limited Product Warranty. If Ordering Activity notifies Contractor within the Warranty Period that the Product does not meet the limited warranty, then Contractor will, at its option, either (i) return the price paid for the Product, or (ii) repair or replace the Product. These are Ordering Activity's only remedies for breach of the limited warranty, unless other remedies are required to be provided under applicable law.

DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, CONTRACTOR PROVIDES NO OTHER EXPRESS OR IMPLIED WARRANTIES. CONTRACTOR DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

No Transfer of Ownership.

FAST does not transfer any ownership rights in any Product.

Benchmark Testing.

Ordering Activity must obtain Contractor's prior written approval to disclose to a third party the results of any benchmark test of the Product.

Open Source Software.

Ordering Activity acknowledges that the Product may rely on one or more publicly available third party software components that are licensed under the terms of one of the following open source licenses: the GNU Lesser General Public License, v2.1 (http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html); Mozilla Public License v1.1 (http://www.mozilla.org/MPL/MPL-1.1.html); the Common Public License v1.0 (http://www.opensource.org/licenses/cpl1.0.php) and the Eclipse Public License 1.0 (http://www.eclipse.org/org/documents/epl-v10.php). Ordering Activity also acknowledges that Ordering Activity will be required to download and obtain such third party software components at the time of installation and that Ordering Activity will be subject to the terms of the licenses that govern such third party software components. FAST will provide Ordering Activity with a download script at the time of installation to assist Ordering Activity with its download of these third party software components.

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EXHIBIT 1
Product Use Rights
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These product use rights are structured as follows:

• Section I: Definitions and general use terms that apply to all Products

• Section II: Additional licensing terms and conditions specific to "server" licenses; this Section also applies to all Products

• Section III: Product-specific license terms and conditions that apply only to FAST Search Server 2010 for Internet Sites (FSIS)

• Section IV: Product-specific license terms and conditions that apply only to FAST Search Server 2010 for internal Applications (FSIA)

• Section V: Consolidation of FSIS and FSIA licenses

• As used in this Exhibit, "you" and "your" refers to "Ordering Activity."

How to determine what use rights apply to your Product: The license terms that apply to your use of the Product are:

• For FSIS: Sections I, II, III, and V
• For FSIA: Sections 1, II, IV, and V

I. Definitions and general use terms that apply to all Products:

A. Instance. You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software include "instances" of the software.

B. Run an Instance. You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

C. Operating System Environment. An "operating system environment" is

1. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and

2. instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

1. one physical operating system environment

2. one or more virtual operating system environments

D. Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

E. Assigning a License. To assign a license means simply to designate that license to one device or user.

F. No Separation of Software. You may not separate the software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

G. Physical and Virtual Processors. A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. Solely for licensing purposes, a virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.

H. Maximum Instances. The software or your hardware may limit the number of instances of the software that can run in physical or virtual operating system environments on a device.

I. Server software. The term "server software" and "software" refers to both FAST Search Server 2010 for Internet Sites and FAST Search Server 2010 for Internal Applications.

II. Additional licensing terms and conditions specific to "server" licenses; this Section also applies to all Products:

A. Assigning the License to the Server.

1. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

2. You may reassign a software license, but not on a. short-term basis (i.e., not within 90 days of the last assignment). You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

B. Running Instances of the Server Software. For each server software license you assign, you may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

C. Running Additional Instances of the Software. You may run or otherwise use any number of additional instances of the software listed in the table below in physical or virtual operating system environments on any number of devices. You may use those instances only with the server software. Use of any instance with the server software may be indirect, through other additional software, or direct.

Product	List of Additional Software
FAST Search Server 2010 for Internet Sites	• ESP Software Development Kit • Interaction Management Services User Interface Toolkit • Instances of Content Transformation Services, Interaction Management Services, and FAST Search Designer for Visual Studio for development and testing
FAST Search Server 2010 for Internal Applications	• ESP Software Development Kit

D. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.

1. You may create any number of instances of the server software and additional software.

2. You may store instances of the server software and additional software on any of your servers or storage media.

3. You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).

III. Product-specific license terms and conditions that apply only to FAST Search Server 2010 for Internet Sites (FSIS)

A. DVS, CTS, and IMS. FSIS includes rights to FAST Search Designer for Visual Studio (DVS), Content Transformation Services (CTS), and Interaction Management Services (IMS). Subject to Section II C above, every server that is used to run instances of DVS, CTS, or IMS must also be licensed for FSIS.

B. Permitted Applications. All content, information, and applications accessible by internal users must also be accessible to external users. Servers that provide content, information, and applications that are limited to internal users, must be licensed with FAST Search Server 2010 for Internal Applications. "External users" means users that are not either (i) your or your affiliates' employees, or (ii) you or your affiliates' onsite contractors or agents. All other users are "internal users."

IV. Product-specific license terms and conditions that apply only to FAST Search Server 2010 for Internal Applications (FSIA)

A. Client Access Licenses (CALs).

1. You must acquire and assign a CAL to each device or user that accesses your instances of FSIA directly or indirectly. A hardware partition or blade is considered to be a separate device.

2. You do not need CALs for:

a. any of your servers licensed to run instances of FSIA, and
b. up to two devices or users to access your instances of FSIA only to administer those instances.

3. Your CALs permit access to your instances of earlier versions, but not later versions, of FSIA. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

B. Types of CALs. There are two types of CALs: one for devices and one for users. Each "device CAL" permits one device, used by any user, to access instances of the server software on your licensed servers. Each "user CAL" permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

C. Reassignment of CALs. You may:

1. permanently reassign your device CAL from one device to another, or your user CAL from one user to another, or

2. temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

D. Restrictions. FSIA licenses do not include the right to use DVS, CTS, or IMS.

V. Consolidation of FSIS and FSIA licenses

A. Using the same running instance to support FSIS and FSIA functionality: Customers wishing to consolidate their FAST Search needs under a single deployment may acquire licenses for both FAST Search Server 2010 for Internet Sites and FAST Search Server 2010 for Internal Applications, assign those licenses to the same server, and use the same running instance of the FAST Search software simultaneously under both licenses. However, customers must acquire CALs as required under the FAST Search Server 2010 for Internal Application use rights to access content limited to internal users.

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EXHIBIT 2
Technical Product Support

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If Ordering Activity has purchased Support Services, Ordering Activity shall have access to the Technical Product Support described in this Exhibit 2. Ordering Activity understands that Upgrades are not provided as part of Technical Support; Upgrades are provided under Maintenance only, which Ordering Activity must purchase separately.

Under no circumstances will Contractor be responsible for supporting or correcting any errors in the Product resulting from any modifications made by Ordering Activity, and Contractor will not be liable for any loss or damage of any nature, directly or indirectly, caused by such modifications. Ordering Activity must install Patches, Service Packs, or HotFixes received from Contractor through FAST in order to receive

Support. If Ordering Activity terminates Support Services, Contractor shall be under no obligation to resume providing such services to Ordering Activity under any circumstances.

Support services include the following:

☐   Incident support
☐   Documentation
☐   Knowledgebase
☐   Patch/Hot fix (Security)
☐   Patch/Hot fix (Neon-Security) (mainstream only)
☐   Service Pack ((mainstream only)

Ordering Activity shall be permitted to buy additional Support Contacts in excess of the number originally specified during any Support Services term at then current prices, and the incremental cost will be pro -rated for the balance of the then current Support Services term. If Ordering Activity has purchased support contacts, Ordering Activity may reduce the number of such contacts only at the time of renewal of Support Services.

A.   Customer's Responsibilities

1   Before any service request is made, Ordering Activity shall attempt to identify the cause of the given Problem.
2   If during the course of this process, a technical Problem is isolated that is related to the Product, Ordering Activity shall notify FAST Technical Product Support as set out below. Ordering Activity shall use reasonable efforts to provide FAST with a Reproducible Test Case.
3   Ordering Activity shall assist FAST Technical Product Support with diagnosis of the reported technical Problem, including running diagnostic tools provided by Contractor through FAST or other recommended procedures.
4   Only Ordering Activity personnel whose name, department, location, e-mail address and phone number have been provided to FAST by email shall be permitted to contact FAST Technical Product Support. FAST Support Services subscribers may designate up to three (3) such individual s. If Ordering Activity has ordered Additional Support Contacts, Ordering Activity may designate additional individuals who are permitted to contact FAST, up to the maximum number of such individuals.

B.   When and How to Make Requests for Problem Resolution

1   Ordering Activity has 24x7 access to FAST internet support resources, including resources such as KB articles, communities and product documentation.
2   *As an exception, the communication can also be facilitated* via *email* or *via telephone at email addresses and telephone numbers designated by FAST from time to time.* Ordering Activity can call the region that covers Ordering Activity's local business hours to reach FAST Technical Support. Ordering Activity may not call regions that do not cover Ordering Activity's local business hours.
3   Subscribers to FAST PREMIUM Support Services also have access to an Emergency Telephone Hotline that is available 24x7x365 for Severity A issues only. This Hotline, the telephone number for which will be provided to such subscribers after subscribing to Premium Support, **must** be used when reporting Severity A Problems to FAST.
4   Except as is otherwise normally provided by the FAST Technical Support office which covers Ordering Activity's region, all written and verbal communication between Ordering Activity and FAST for the delivery of FAST Support Services under this Exhibit shall be in English.
5   FAST Technical Product Support is available for the resolution of specific technical Problems only; Ordering Activities with non-technical issues should contact their account manager. Ordering Activities interested in increasing their general knowledge about how to utilize the Product are encouraged to enroll in one of FAST's educational programs.

<u>**C.**</u>   <u>**When and How FAST will Respond to Requests for Problem Resolution**</u>

1. Support Response Objectives

A knowledgeable support engineer will respond to Ordering Activity's request for Problem resolution based on the case severity level, as described below. *Note that "business hours", "business days" and "business weeks" are based on local time for Ordering Activity's regional FAST support center.*

Case Severity	Standard Support	Premium Support
A	Within 2 business hours after logging the issue.	Within 1 hour after logging the issue and calling the emergency hotline.
B	Within 1 business day after logging the issue.	Within 4 business hours after logging the issue.
C	Within 2 business days after logging the issue.	Within 1 business day after logging the issue.
D	Within 1 business week after logging the issue	Within 2 business days after logging the issue

2. Problem Resolution

Contractor through FAST will make commercially reasonable efforts to provide a resolution to a Problem reported by the Ordering Activity in a timely manner, taking into account the complexity and severity level of the Problem. A resolution may consist of a Work Around. A Problem will be considered resolved when the test used to reproduce the Problem demonstrates the corrected behavior with the provided resolution.

Contractor is not responsible for resolving Problems arising from errors in equipment or software not provided by FAST or errors made by individuals who are not FAST employees or contractors.

3. Severity Definitions

Case Severity	Description
A	Critical The Product is totally unusable. Customer's business is severely impacted.
B	Serious The Product is partially unstable or unusable. Customer's business is significantly impacted.
C	Moderate Low impact to Customer's overall business. Primary functionality or key solutions of the Product is not impaired.
D	Low No business impact to key solutions, or Customer has made a Product feature or design request.

4. Escalation within FAST

Once FAST Technical Product Support is notified as above, the FAST support organization will be notified and will start verifying the Problem. Once the Problem is verified by the FAST support organization, the request will be handed over to product development if no resolution is immediately available. The assigned support engineer follows up the issue internally within FAST and will, according to the resolution objectives set forth above, attempt to send a resolution. Feature and design requests are not Problems or Incidents, so if Ordering Activity logs a Product feature or design request, such request will be reviewed and considered by FAST in accordance with its normal Product development procedures, but FAST has no obligation whatsoever to implement the request.

D. Definitions

"Current Release" means the latest Upgrade of the Product offered for general commercial distribution;
"Documentation" means all Product user documentation and manuals, in whatever medium, regarding the proper installation and use of the Product;
"Feature and design requests" means service requests related to new functionalities or re-architecture of the software that may need an additional development cycle.
"HotFix" means Ordering Activity-specific Software Corrections.
"Incident" means any event which is not part of the standard operation of the Product and which causes, or may cause, an interruption or a reduction of the quality of the Product.
"Incident support" means formal assistance on a service request for an Incident to restore normal state of the Product operation as quickly as possible to minimize the adverse impact on the business operations.
"KnowledgeBase" means a repository of technical articles available to gain knowledge around product configuration and resolving product issues.
"Product" means the licensed FAST computer software identified as such in the Order Form, together with its Documentation.
"mainstream only" means that a product is under mainstream support per the dates defined and to the levels set forth in the site below. Mainstream timeline differs by product/version as shown on:
http://www.microsoft.com/enterprisesearch/en/us/fast.aspx#fifth-tab.
"Patch" means a set of Software Corrections or Software Enhancements which can be generally applied to specific releases of the Product.
"Problem" means an inconsistency between Product behavior and Product Documentation.
"Service Pack" means a combined set of Patches which have been packaged in one larger set for convenient installation.
"Software Corrections" means changes to the Product made by FAST to correct defects in the Product.
"Reproducible Test Case" means a test case that demonstrates in a small code sample, usually less than 100 lines, or in a detailed textformat, the specific syntax or case that causes the Problem. The test case should demonstrate the inconsistencies with the Product Documentation.
"Update" means Service Packs, Patches, and/or HotFixes;
"Upgrade" means the release of a new version of the Product which FAST makes available under Maintenance. An Upgrade is typically recognized by an increase in value of the primary version number.
(e.g. version 3.x replaced by version 4.x) or the secondary version number (e.g. version 3.0 replaced by version 3.1).
"Work Around" means a temporary solution to a Problem which is typically specific to one particular Ordering Activity issue.

FAST SDK Support

The below sets forth the interface between FAST and Ordering Activity regarding the resolution of Problems with the Product's Software Development Kit (SDK). The SDK is a toolbox containing all APIs related to the Product as well as relevant development tools and code/application examples. By way of example, SDK Support does not include on-site technical support, training, professional services or related travel expenses.

A. Ordering Activity's Responsibilities
1   Before any service request is made to Contractor Through FAST, Ordering Activity shall attempt to identify the cause of the given Problem.
2   If during the course of this process, a technical Problem is isolated that is related to the FAST SDK, then Ordering Activity shall notify FAST SDK Support as set out below.

3   Only Ordering Activity personnel whose name, department, location, e-mail address and phone number have been previously provided to FAST by email and who are permitted to contact FAST Technical Product Support under the terms hereof shall be permitted to contact FAST SDK Support.

B. When and How to Make Requests for Problem Resolution
1   Ordering Activity has 24x7 access to the FAST internet support resources, which should be the normal means of communication with FAST Technical Product Support.
2   *As an exception, the communication can also be facilitated* via *email* or *via telephone at the email addresses and telephone numbers designated by FAST from time to time.* Ordering Activity can call the region that covers Ordering Activity's local business hours to reach FAST Technical Support. Ordering Activity may not call regions that do not cover Ordering Activity's local business hours.
3   All written and verbal communication between Ordering Activity and FAST for the delivery of Support hereunder shall be in English, and all Ordering Activity requests must be in English.
4   FAST SDK Support is available for the resolution of specific technical Problems with the FAST SDK only; support of Ordering Activity's Product is governed by the terms herein. FAST is not responsible for resolving Problems arising from errors in equipment or software not provided by FAST or errors made by individuals who are not employees or contractors of FAST.
5   Ordering Activities with non-technical issues should contact their FAST account manager. Developers interested in increasing their general knowledge about how to utilize the FAST SDK are strongly encouraged to enroll in FAST University's Software Developer Certification track.

C. When and How FAST will Respond to Requests for Problem Resolution
1   The average time to respond to requests for SDK support is one (1) business day (based on local time for Ordering Activity's regional FAST support center) from the time the request was acknowledged by FAST.

If a Problem logged to FAST SDK support cannot be resolved by the SDK support team, it will be escalated to the FAST SDK development team. The FAST SDK development team will provide support.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

FORCE 10 NETWORKS (CARRIER ACCESS & TURIN)

FORCE 10 LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Products" shall mean the Force10 equipment purchased under this contract
"Software" shall mean the software as well as any upgrades, updates or modified versions of such software delivered under this contract together with all related documentation

LICENSE. Subject to the terms, conditions and restrictions set forth herein, Contractor hereby grants to Ordering Activity, and Ordering Activity hereby accepts from Contractor, a personal, nonexclusive, limited license to use Software solely for Ordering Activity's own internal use in compliance with the terms of this License and all applicable laws and regulations, and solely in conjunction with the Products owned or leased by Ordering Activity on which the Software is loaded or embedded. Ordering Activity agrees that this License does not permit Ordering Activity to: (a) use the Software for a service bureau application; nor (b) sublicense the Software.

GENERAL LIMITATIONS. A single copy of the Software may be made for archival or backup purposes. Ordering Activity may not copy or otherwise use the Software, in whole or in part, except as expressly permitted in this License. The Software may not be modified, altered, or combined with other software, or used to create derivative works, without the written approval of Contractor. Any software that incorporates any of the Software licensed hereunder shall be subject to the restrictions of this License. The Software shall not be provided, transmitted, or otherwise made available, in whole or in part, in any form, to any third party, except as provided in this Section B. Ordering Activity may transfer the license to use the Software only: (a) in connection with a sale or transfer of the Force10 product on which it operates (the "Hardware"); and (b) as included with the Hardware and not on a standalone basis; and (c) Ordering Activity most notify Contractor of the name, complete address and telephone number of the buyer or transferee; and (d) provided the buyer or transferee agrees to be bound by the terms and conditions of this Attachment A. For the purpose of this License, third parties do not include consultants, subcontractors or agents of Ordering Activity who have Ordering Activity's permission to use the Software at Ordering Activity's facilities, and who have executed written agreements with Ordering Activity that require use of the Software only in accordance with this License. Ordering Activity shall be liable for any breach of the terms of this license by any of the foregoing parties. Ordering Activity shall not disassemble, decompile, or otherwise reverse engineer the Software, or permit any third party to do the same, except to the extent such a prohibition would violate applicable local law.

MAINTENANCE, SUPPORT, AND WARRANTY. The software maintenance and technical support services available to Ordering Activity with respect to the Software ("Maintenance and Technical Support Services") are set forth below. Contractor will provide Ordering Activity (through Force 10) with Maintenance and Technical Support Services, upon purchase, as set forth herein. Such Maintenance and Technical Support Services must be ordered and paid for in advance, and Contractor's provision of such Maintenance and Technical Support Services shall be subject to Contractor's receipt of then-current fees applicable at the time the Ordering Activity orders such services. Contractor reserves the right to amend its Software Support Terms and applicable fees upon written notice to Ordering Activity. Contractor does not warrant that the Software is or will be error free.
CONTRACTOR SPECIFICALLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SOFTWARE PROVIDED UNDER THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ORDERING ACTIVITY ACKNOWLEDGES THAT THE SOFTWARE MAY NOT BE ERROR-FREE, AND THAT NOT ALL REPORTED SOFTWARE ERRORS MAY BE CORRECTED.

LIMITED WARRANTY FOR ADIT 6001M, WIDE BANK®, AXXIUS®, AND MASTERSERIESM PRODUCTS

Definitions
For purposes of these Warranty and Support Terms, the following terms shall have the meanings ascribed to them below.

"Covered Product" means Force10 products belonging to product families designated Adit 6001m, Wide Bank®, Axxius®, and Masterseriesm Products and supplied to Customer under this Schedule Contract. For the avoidance of doubt, products that are manufactured by a third-party supplier uniquely for Force10 and sold by Contractor to Customer under Force10's own branding shall be considered Force10-manufactured products (rather than third-party products) for purposes of these Warranty and Support Terms.

"Other Force10 Product" means any Force10-manufactured product that was acquired by Customer from Force10 (directly or through one of its authorized distributors or resellers) under terms other than this contract.

"Hardware" means all components of a Covered Product or Other Force10 Product (as applicable) excluding Software.

"Customer" means the Ordering Activity that has deployed or deploys Covered Product and/or Other Force10 Product that it procured or procures from Contractor.

"Customer Installed Base" means Customer's entire base of Covered Products and Other Force10 Products shipped to Customer.

"Customer Installed Base Price" means the aggregate net purchase price paid by Customer for all products included in the Customer

Installed Base.

"Software" means software, in any form, that is incorporated into firmware or supplied with a Covered Product or Other Force10 Product (as applicable).

"Software Upgrades" means any software or a subsequent Major Release of the Software, leading to an increase in functionality or new features, in addition to its current Specification related to the previous version of the relevant Software. A Software Upgrade is "x" in a format of x.y.z.

"Software Updates" means any software or a subsequent release of the Software and/or Documentation supplied by Contractor through Force10, which corrects a mistake, defect, problem, or deficiency in the Software which results from a material deviation from the Software specifications and which causes a malfunctioning or nonfunctioning of the Software. Software Updates does not lead to an increase in functionality of the Software or add new features. A Software Update is "y" in a format of x.y.z

"Major Release" means a revision that (a) provides Software Upgrades, enhancements and/or improvements to existing features and/or functionality, and (b) includes (but is not limited to) all fixes, enhancements and improvements provides by Software Updates that have been generally available since the previous Major Release. The nomenclature is x.y.z where 'x" indicates a major release level, "y" indicates a minor release level and "z" indicates a patch level (typically bug fixes that might be customer specific and only issued through Force10's TAC services).

"patches, fixes, workarounds" means interim Software in the form of x.y.z where "z' is delivered for customer-specific problems and subsequently delivered as a fix by means of a Software Update.

HARDWARE WARRANTY

Hardware Warranty: With respect to Covered Products only, Contractor warrants, for the applicable warranty period set forth in the Table 1, below from the date of shipment to Customer (the "Hardware Warranty Period"), that all Hardware will substantially conform to the applicable Covered Product's specifications, and will be free of material defects in materials and workmanship. Subject to the warranty exclusions and limitations set forth herein, Contractor and Customer will jointly identify Hardware defects that are eligible for correction under this warranty.

PRODUCT		WARRANTYY	
	Hardware	Software	TAC
Converged Access			
Adit 600	5 years	90 days	90 days
Wide Bank 28	5 years	90 days	90 days
Adit 3000 Series	90 days	90 days	90 days
Broadmore	1 year	90 days	90 days
Wireless			
Axxius 800	2 years	90 days	90 days
MASTERseries	2 years	90 days	90 days
BROADway	2 years	90 days	90 days

Remedy: For any Hardware found to be nonconforming to the warranty set forth above, Contractor's entire responsibility to Customer and Customer's exclusive remedy under such warranty shall be, at Contractor's option and expense, to either repair or replace the defective Covered Product. During the first ninety (90) days from shipment, Hardware will be replaced under Force 1O's Advance Replacement Program. Thereafter, Contractor through Force10 will either repair or replace the defective Covered Product within twenty (20) business days of receipt, provided that: (i) Contractor shall have received from Customer written notice containing accurate and complete details concerning the alleged non-conformance of such Hardware within the Hardware Warranty Period; and (ii) the defective Covered Product is returned to Force10 within thirty (30) days pursuant to a valid return material authorization ("RMA") issued by Contractor through Force10's TAC. Items of characteristically indeterminate life, including, but not limited to, bulbs, fuses, cables, fiber, patch cords, etc. shall be considered Covered Product for the purposes of inclusion in the basic hardware warranty, but only for a period of six months from the date of delivery to Customer. All nonconforming Covered Product, or nonconforming components thereof, replaced hereunder shall become the property of Force10.

Hardware Warranty Period for Repairs and Replacements: The warranty on repaired or replacement Hardware is ninety (90) days from the date of return, or the remaining Hardware Warranty Period for the original Covered Product, whichever is longer.

SOFTWARE WARRANTY

With respect to Covered Products, Force10 warrants, for 90 days from the date of shipment to Customer (the "Software Warranty Period"), that all Software will substantially conform (all features will operate as documented) to the applicable Covered Product's specifications. For the avoidance of doubt, the period of Software Warranty services included without charge shall neither renew nor extend with subsequent hardware purchases and no Software maintenance services will be provided unless a Software maintenance program is purchased. Any Software Maintenance services beyond this one—time Software Warranty period will be subject to Forcel0's then applicable Software Maintenance pricing.

During the Warranty Period Force10 will provide Software remediation (consisting of programming and remedial services to correct documented code errors that cause non-conformance with the applicable Specifications) with resulting defect patches, fixes, workarounds, Software Updates, Software made available, as part of a standard update, via secure download at http://ForceIOnetworks.com.

Customer acknowledges that Software Warranty services will be performed primarily by remote access. In the event that remote access is not available or remote troubleshooting capabilities are exhausted, Force10 may, at its sole discretion, offer to dispatch qualified engineering resources to help facilitate the troubleshooting efforts. In any and every such case, such on-site professional services will be will be quoted by Force10 and must be approved by Customer prior to deployment of Force10 resources.
C.2 TAC Support Services:

For a period of 90 days from the date of shipment of the initial Hardware, Contractor through Force10's technical assistance center ("TAC") will perform the following TAC Basic or Extended Hours Services:

HOURS
· 7x24x365 phone support
· 7x24x365 email-based technical assistance
· 7x24x365 access to ForceI0's support website via secure internet web access at http://ForceIOnetworks.com

TAC Staffing and Availability. The TAC will be staffed by personnel who: (a) have Force10-trained technical expertise working with the products and protocols; (b) provide prompt and professional technical support, regardless of the severity of the problem; and (c) resolve technical problems in a timely manner.

Customer acknowledges that TAC Services (including but not limited to collection of necessary technical information, troubleshooting and error analysis) will be performed primarily by remote access. In the event that remote access is not available or remote troubleshooting capabilities are exhausted, Force10 may choose to dispatch qualified engineering resources to help facilitate the troubleshooting efforts. This may result in a charge to Customer for such resources (and associated travel and out-of-pocket expenses as set forth in the attached Time & Materials pricing sheet) if the problems are determined not to have been caused by Force10. These rates will be quoted prior to deployment of Force10 resources.
The TAC may be contacted online at: http://ForceIOnetworks.com and at the following toll-free number: 866-8874638 or 707-665-4355 (International)

DISCLAIMER.

THE WARRANTIES SPECIFICALLY SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

EXCLUSIONS

Warranty and Maintenance Services to be performed by Contractor through Force10 do not include, and Contractor shall have no obligation to perform, any of the following:

Installation or maintenance of wiring, circuits, electrical conduits or devices external to the Covered Products;

Force majeure events including, but not limited to, accident, fire, water damage, earthquake, lightning or other causes external to the Covered Products;

Replacement of parts or repair resulting from failure to provide and continually maintain industry accepted electrical power, air conditioning and humidity controls in accordance with the product specifications; and

Service required to repair or restore Covered Products due to alterations or modifications performed by persons other than authorized Force10 service representatives.

StarSupport Services For Adit 600TM, Wide Bank®, Axxius®, and MasterseriesTM Products

StarSupport includes the following services: (1) 24x7 Technical Assistance Center, (2) Software maintenance and upgrade releases, (3) Registered access to Force10 i-Support , (4) Hardware repair or advance replacement options (if purchased)
For the complete Force10 services users' guide, please visit
www.Force10networks.com/csportal20/Support/Service_Support_Guide102006.pdf

REQUESTING TECHNICAL SUPPORT

The Technical Assistance Center (TAC) is available 24 x 7 for assistance with configurations, feature implementation, troubleshooting, and general information.

Web	Email	Phone
www.force10networks.com/support/	access-support@force10networks.com	US & Canada customers: 866-887-4638 International customers: 707-665-4355

REQUIRED INFORMATION FOR CASE REQUEST

Force10 uses hardware serial numbers as a key for all services. The serial number can be obtained for line cards and most chassis subcomponents by utilizing the Element Management Software For power supplies and fan trays, the serial numbers can be obtained by checking the units directly. . Also, please include any symptoms or a complete description of the problem.

The following information is required when requesting a case with Force10 TAC.
Your name, company, phone number and e-mail address Contract # or Upper Level (chassis) serial number Software version number, Symptom description, Case priority, and Case Priority.

Customers should utilize the definitions below to categorize their case priority level.

Priority	Network Situation
1	Network is down; situation is critical. Force10 Networks and the Customer will commit dedicated resources around the clock to restore the services.
2	Network is operational, but in a severely degraded mode. Force10 Networks and the Customer will commit dedicated resources as required during normal business hours to restore the services.
3	Network is operational but experiencing minor degradation or minor problems exist causing minimal impact. Force10 Networks and the Customer are willing to commit resources as required during business hours to restore service to satisfactory Levels.
4	The Customer requires information or assistance on Force10 Networks product capabilities, installation, or configuration. There is little or no impact to the Customer's business operation. Force10 Networks and the Customer are willing to provide resources during normal business hours to provide information or assistance as requested.

RMA (RETURN MATERIAL AUTHORIZATION)

In the event of a hardware failure, please contact Force10 TAC to obtain a Return Material Authorization (RMA) number. Hardware components are fragile. Please utilize the packaging material in which the advanced replacement Field Replaceable Unit ("FRU") was shipped. Damage to the returned FRU due to improper packaging will be the sole responsibility of the shipper. In such cases, Force10 will bill the shipper for additional cost of repair or complete replacement of the FRU. A return address will be provided at the time the RMA is issued.

RMA UNDER NEXT BUSINESS DAY (NBD)

Customers with NBD Service contracts can request an advanced replacement of the failed FRU.
North America: For customers in North America, if an RMA is issued by 1:00 pm PST, Business Day, an advanced replacement FRU will be delivered the next business day to the customer site. For RMAs issued after 1:00pm PST, Business Day, an advanced replacement FRU will be delivered the second business day to the customer site.
International Customers: Replacement FRU will be shipped by the most expedient means, determined at Force10's sole discretion.

RMA UNDER SAME DAY, 4 HOUR

Customers with this contract can request an advanced replacement of a failed FRU. An advanced replacement FRU issued will be delivered within four (4) hours from the time of the RMA issuance. Requests for four-hour service can be made 24 hours a day, seven days a week, including holidays — 24x7x365. Failed FRUs must be returned to Force10 RMA facilities within 30 calendar days. All items not returned within this time frame will be billed at the full purchase price of the FRU. Force10 requires 30 days from the shipment date of new products for setting up the 4 hour and 4 hour plus Onsite Support depots and infrastructure. During this period, RMA service will be based on the NBD level.

RMA UNDER SAME DAY 4 HOUR, PLUS ONSITE SUPPORT

Customers requiring replacement of critical hardware parts by an onsite technician can choose this contract. Replacement parts are delivered within four hours after the issuance of an RMA by Force10 TAC. Replacement FRU will be delivered and installed by an onsite technician. Requests for 4-hour hardware replacement by an onsite technician can be made 24 hours a day, seven days a

week, including holidays — 24x7x365. Force10 requires 30 days from the shipment date of new products for setting up the 4 hour and 4 hour plus Onsite Support depots and infrastructure. During this period, RMA service will be based on the NBD
Limited Warranty for Traverse® and Traverse Edge® Products

These Standard Warranty and Support Terms cover the products manufactured by Force10 Networks, Inc. ("Force10") and supplied by Contractor to the buyer ("Customer"). Customer acknowledges that products manufactured or supplied by any third party are not covered by these Warranty and Support Terms, or by any other Force10 warranty or support obligations. Customer further acknowledges that any Force10 products purchased under any terms other than its Standard Terms and Conditions of Sale are not covered by these Standard Warranty and Support Terms, or by any other Force10 warranty or support obligations, except: (i) to the extent expressly provided in the "Software Maintenance & TAC Support" and "Extended Hardware Services" sections below; or (ii) as otherwise expressly agreed by Force10 in the terms and conditions applicable to the sale of such other products.

DEFINITIONS

For purposes of these Standard Warranty and Support Terms, the following terms shall have the meanings ascribed to them below.

- "Covered Product" means these Force10-manufactured products (Traverse 600, Traverse 1600, Traverse 2000, Traverse Edge 100, Traverse Edge 206, Traverse Edge 2020, TransAccess 155, TransAccess 200, and Traverse Packet Edge 1200) supplied by Force10 to Customer under Force10's Standard Terms and Conditions of Sale.
- "Other Force10 Product" means any Force10-manufactured product that was acquired by Customer from Force10 (directly or through one of its authorized distributors or resellers) under terms other than Force10's Standard Terms and Conditions of Sale.
- "Software" means software, in any form, that is incorporated into, embedded in, or supplied with a Covered Product or Other Force10 Product (as applicable).
- "Hardware" means all components of a Covered Product or Other Force10 Product (as applicable) excluding Software.
- "Combined Installed Base" means Customer's combined installed base of Covered Products and Other Force10 Products.
- "Combined Installed Base Price" means the aggregate net purchase price of all products included in Customer's Combined Installed Base. For the purposes of determining such net purchase prices, management or other promotional discounts shall be specifically excluded.

BASIC HARDWARE WARRANTY

Warranty: With respect to Covered Products only, Contractor warrants for two (2) years from the date of delivery to Customer (the "Hardware Warranty Period"), that all Hardware will substantially conform to the applicable Covered Product's specifications, and will be free of material defects in materials and workmanship. Subject to the warranty exclusions and limitations set forth herein, Force10 and the Customer will jointly identify Hardware defects that are eligible for correction under this warranty.

Remedy: For any Hardware found to be nonconforming to the warranty set forth above, Contractor's entire responsibility to Customer and Customers' exclusive remedy under such warranty shall be, at Contractor's option and expense, to either repair or replace the defective Covered Product within twenty (20) business days of receipt (or to replace it on an advance basis if required under the following paragraph), provided that: (i) Contractor shall have received from Customer written notice containing accurate and complete details concerning the alleged nonconformance of such Hardware within the Hardware Warranty Period; (ii) the defective Covered Product is promptly returned to Force10 pursuant to a valid return material authorization ("RMA") issued by Contractor through Force10; and (iii) Contractor through Force10 is capable of reproducing the nonconformance in a substantially similar environment. Items of characteristically indeterminate life, including, but not limited to, bulbs, SFPs, fuses, cables, fiber, patch cords, etc. shall be considered Covered Product for the purposes of inclusion in Force10's basic hardware warranty, but only for a period of sixty (60) days from the date of delivery to Customer. All nonconforming Covered Product, or nonconforming components thereof, replaced hereunder shall become the property of Force10 and their replacement shall become the property of Customer.

Advance Replacement Program: If Contractor receives Customer's notice of nonconformance (as required under the preceding paragraph) within ninety (90) days of shipment, Contractor will provide Customer with an advance replacement unit in anticipation of Customer's return of such Covered Product. Contractor through Force10 will use commercially reasonable efforts to ship the advance replacement unit, via express courier, within one (1) business day of such notice. If Customer has not returned the Covered Product to Force10 within thirty (30) days of such notice, then Contractor may invoice Customer for the advance replacement unit at its then-current list price minus the applicable customer discount, plus shipping costs, and Customer shall pay such amounts to Contractor within thirty (30) days of invoice date. All Covered Products returned to Force10 under this paragraph shall become Force10's property. If no warranted defect is found in such a returned unit, then Contractor may charge Customer a reasonable restocking charge for that unit, plus reimbursement for Contractor's associated advance replacement shipping costs.

Shipping Costs: Except as otherwise provided herein, Customer shall be responsible for the cost of returning Covered Products to Force10 for repair or replacement under warranty coverage, and Contractor through Force10 shall be responsible for the cost of shipping such equipment back to Customer.

Warranty Period for Repairs and Replacements: The warranty on repaired or replacement Hardware is ninety (90) days from the date of return, or the remaining Hardware Warranty Period for the original Covered Product, whichever is longer.

Pass-Through of Third-Party Warranties: Contractor does not warrant any third-party products that Customer purchases through Contractor for their convenience. Customer's warranty rights with respect to such third-party products shall be limited to those rights, if any, that such third party makes available and allows Contractor to pass through to Customer.

INITIAL SOFTWARE MAINTENANCE & TAC SUPPORT

For a period of one (1) year from the first date of delivery of Covered Products, Contractor through Force10 will provide Customer, at no charge, with software maintenance and technical assistance services across Customer's Combined Installed Base as described below ("Maintenance and TAC Support Services"). For the avoidance of doubt, the period of free Maintenance and TAC Support Services expires one (1) year after the delivery of the first Covered Products purchased by Customer, and shall neither renew nor extend with subsequent purchases.

Maintenance and TAC Support Services shall consist of:

- Software remediation (consisting of reasonable programming and remedial services to correct documented code errors that cause material nonconformance with the applicable specifications) with resulting defect fixes made available at least once per year, as part of a standard maintenance update, via secure download
- 12x5 phone support – 6AM-6PM Pacific Time M-F (excluding Force10 holidays), plus after-hours support on an emergency-only basis
- 12x5 email-based technical assistance (no more than 1 business day response for product related issues) – 6AM-6PM Pacific Time M-F (excluding Force10 holidays)
- Access to Force10's SupportNet via secure internet web access

Maintenance and TAC Support Services specifically exclude any software upgrades (for new features), enhancements, improvements, and new releases. Such Maintenance and TAC Support Services shall apply to Covered Products and Other Force10 Products running software versions of no more than two (2) prior releases or twenty four (24) months from the release date of the most current major release, whichever is the shorter period. If a problem arises with a Covered Product or Other Force10 Product that is running software outside this scope, Force10 may charge a per diem price per hour as outlined below and/or a reinstatement fee in advance of providing any requested support services. Customers may be required to upgrade software releases to obtain defect fixes if a maintenance release is not available.

Customer acknowledges that the Software is of a complicated and technical nature and may have minor or inherent defects that do not require correction. In addition, Customer acknowledges that Contractor cannot guarantee that all Software errors can be corrected. Customer acknowledges that Maintenance and TAC Support Services (including but not limited to collection of necessary technical information, troubleshooting and error analysis) will be performed primarily by remote access. In the event that remote access is not available or remote troubleshooting capabilities are exhausted, Contractor may (in its sole discretion) choose to dispatch qualified engineering resources to help facilitate the troubleshooting efforts. This may result in a charge to Customer for such resources (and associated travel and out-of-pocket expenses) if the problems are determined not to have been caused by Contractor or Force10. These rates will be quoted prior to deployment of resources.

EXTENDED SOFTWARE MAINTENANCE & TAC SUPPORT

Extended Maintenance and TAC Support Services may be purchased by the Customer at an annual rate equal to 2.5% of the Combined Installed Base Price, billable annually in advance, with pro-rated adjustments as necessary to avoid charging based on: (i) Covered Products in the Combined Installed Base to the extent such Covered Products are less than twelve (12) months old (as measured from the date of shipment); or (ii) Other Force10 Products in the Combined Installed Base to the extent such Other Force10 Products are covered by substantially similar Force10 maintenance and support obligations (pursuant to the terms and conditions under which Customer acquired such Other Force10 Products). Reinstatement of any previously lapsed Maintenance and TAC Support Services coverage requires Force10's written consent, and Customer may be obligated to pay a reinstatement fee equal to the fees that would have been paid for such coverage during the period of discontinuation. Maintenance and TAC Support Services may not be purchased selectively for particular products (they must be purchased for Customer's entire Combined Installed Base). Customer shall permit Force10 or its authorized representative, on reasonable advance notice no more than once per year, to audit Customer's books and records in order to confirm the size and composition of Customer's Combined Installed Base and the amounts payable to Force10 under this Section D.1. Force10 reserves the right to change its Maintenance and TAC Support Services pricing, and/or to discontinue the availability of Maintenance and TAC Support Services, at any time by providing Customer with at least thirty (30) days notice prior to the end of the then-current annual period.

Customers not covered by Maintenance & TAC Support Services can purchase such services on a per diem basis at the rate of $125 per hour (in hourly increments, subject to a 2 hour minimum). The availability and pricing for these services is subject to change by Force10 without notice.

EXTENDED HARDWARE WARRANTY

Extended Hardware Warranty coverage may be purchased for all (but not part) of Customer's Combined Installed Base. Such Extended Hardware Warranty shall make the Hardware Warranty (as set forth in Section B. above and in the Standard Terms and Conditions of Sale) apply to the Hardware elements of all Covered Products and Other Force10 Products throughout the period for which such coverage is purchased. Extended Hardware Warranty coverage is billable annually in advance at 2.5% of the Combined Installed Base Price, with pro-rated adjustments as necessary to avoid charging based on: (i) Covered Products in the Combined Installed Base to the

extent such Covered Products are still within their original Hardware Warranty Period (as defined above); or (ii) Other Force10 Products in the Combined Installed Base to the extent such Other Force10 Products are covered by a substantially similar Force10 warranty (pursuant to the terms and conditions under which Customer acquired such Other Force10 Products). Reinstatement of any previously lapsed Extended Hardware Warranty coverage, or purchase of Extended Hardware Warranty to be effective later than the end of the Basic Hardware Warranty term requires Force10's written consent, and Customer may be obligated to pay a reinstatement fee equal to the fees that would have been paid for such coverage during the period of discontinuation.

For Hardware found to be defective under the Extended Hardware Warranty, Customer's remedies and Force10's obligations shall be as set forth in this Attachment A, except as provided below with respect to advance replacement units.

Advance replacement service may be added annually to the Extended Hardware Warranty (or purchased separately for the duration of the Basic Hardware Warranty term after 90 days) for an additional 1.75% of the Combined Installed Base Price, subject to a pro-rated adjustment as necessary to avoid charging based on Covered Products or Other Force10 Products to the extent they are already subject to similar advance replacement coverage provided by Force10. Contractor's obligations for coverage purchased under this paragraph shall be the same as set forth in the "Advance Replacement Program" provisions of Section B. above, except that the ninety (90)-day limitation on the advance replacement period shall not apply. The Extended Hardware Warranty shall not include any advance replacement service except as separately purchased under this paragraph.

Force10 reserves the right to change its Extended Hardware Warranty and advance replacement pricing, and/or to discontinue the availability of any such coverage, at any time by providing Customer with at least thirty (30) days notice prior to the end of the then-current annual period.

OUT-OF-WARRANTY INDIVIDUAL RETURN/REPAIR POLICY

In the absence of applicable basic Hardware warranty coverage or Extended Hardware Warranty Coverage, defective Covered Products and/or Other Force10 Products may be returned to Force10 Networks for repair. Force10 Networks will, at is sole discretion and subject to the pricing and other terms below, use commercially reasonable efforts to repair or replace the defective part or product and return it to the customer within 30 business days of receipt.

Customer shall pay for out-of-warranty services under this section as follows:

For Hardware repair (if product is repairable) – Customer shall pay Force10 the then-current list price for such product, less 75%, payable net 30 days from date of invoice. Force10 reserves the right to increase Customer's charge if the repair involves the replacement of certain optics devices that are not covered under the standard repair charge. Force10 shall use its best efforts to communicate the extent of these anticipated charges to Customer prior to commencing the repair or replacement of such equipment.

For Hardware diagnostic services (if product is determined to be not repairable OR non-defective/NTF) – $500 service fee per board, payable net 30 days from date of invoice.

Customer pays cost of shipping part to Force10 Networks

Contractor through Force10 Networks pays cost of shipping part to Customer

Force10 reserves the right to change its out-of-warranty service pricing, and/or to discontinue the availability of such services, at any time without notice.

SUPPORT AND MAINTENANCE PROGRAM (STARSUPPORT PROGRAM) FOR TRAVERSE® AND TRAVERSE EDGE®

Program Summary

Subject to Customer's compliance with all terms herein and annual advance payment of Contractor's then-current support fees for the level of technical support services ("Support") purchased, Contractor through Force10 will provide StarSupport for the applicable Traverse® and/or Traverse Edge® product ("Product"). Unless Customer notifies Force10 of its desire to renew Support prior to the end of the initial term or any renewal term thereof, Support will expire at the end of the Support Period. Upon renewal of Support, Contractor will invoice Customer for the applicable Support Fee in advance of the upcoming renewal Support Period, and shall not be liable to provide Support during any period in which Customer is not current on payment of the applicable Support Fee. Force10 retains ownership of any intellectual property resulting from Support Services.

Contractor through Force10 offers the StarSupport Program to provide Support for Force10 hardware and software and, depending on the options chosen, hardware repair or advanced replacement. Please refer to Section 11 for definitions of terms used and not otherwise defined herein.

The service options available under the StarSupport Program include:
     StarSupport
     StarSupport plus Return to Factory Service;
     StarSupport plus 8x5 Next Business Day Advanced Hardware Replacement.

SERVICES PROVIDED UNDER STARSUPPORT

StarSupport. Force10 will provide user access to the Force10 Technical Assistance Center (TAC) via the telephone number separately provided. Force10 TAC will be available 24 hours per day, seven days per week. Authorized Users can call Force10 TAC for assistance with Product use, technical questions and troubleshooting.

i-Support On-line Support. Upon issuance by Force10 to Authorized Users of a user ID and password, Force10 will provide access to Force10's web support portal, i-Support. i-Support will provide access to bug tracking, technical documentation, FAQ's and support case management (case initiation, tracking, and case closure). The process for securing a user ID and password is available at www.Force10networks.com

Software Maintenance, Updates and Upgrade Center. Authorized Users will be able to access and download new versions and revisions of Force10 operating system software via i-Support web support. New software and revisions may only be uploaded to Force10 equipment that is entitled to receive this service and covered by a current StarSupport agreement at the time of download. Force10 shall provide Customer e-mail notification of updates to Product software as they become generally available without additional charge to Force10's support and maintenance customers. The contents of all updates shall be decided upon by Force10 in its discretion. Customer may obtain updates either through delivery of a machine-readable copy pursuant to instructions contained in the release notification or by downloading the updates from Force10's Customer Care Web site. Please refer for section 11.3 for more information.

StarSupport plus Return to Factory Service. Customers choosing this option will receive StarSupport and Return to Factory service for hardware repairs. Authorized Users can request a return material authorization (RMA) for Covered Product from Force10. When an RMA number is issued by Force10, customer will ship the defective field replaceable unit to the RMA location as specified by Force10. Force10 will repair or replace the defective FRU within twenty (20) business days after Force10 receives the defective FRU.

StarSupport plus 8x5 Next Business Day Advanced Replacement. Customers choosing this option will receive StarSupport plus 8x5 advanced replacement service for hardware failures (Advanced Replacement). Authorized Users may request an RMA for Covered Product from Force10. When Force10 issues an RMA number, a Replacement FRU will be sent to the location specified by customer within the Product Support Territory. Actual delivery times may vary depending upon time of receipt of the RMA request, geographical location of destination and local customs and import requirements. The process for Next Business Day Hardware Replacement will be as follows:

If an Authorized User requests and Force10 issues an RMA before 1:00 p.m. (Pacific Time) during Normal Business Hours, then Force10 will make commercially reasonable efforts to deliver a Replacement FRU to the location specified by Customer within the Product Support Territory in customer's region, on the Next Business Day.

If an Authorized User requests and Force10 issues an RMA after 1:00 p.m. (Pacific Time) during Normal Business Hours, then Force10 will make commercially reasonable efforts to deliver a Replacement FRU to the location specified by customer by the second Business Day.

Customer shall ship the defective FRU to the Force10 specified RMA location no later than 20 business days after issuance of an RMA. Customer will be billed and agrees to pay for the full replacement cost of the Replacement FRU if the defective FRU is not shipped back to Force10 within 20 business days after receipt of the Replacement FRU.

Shipping. Force10 cannot accept any Product without an RMA number on the package. Customer must deliver the defective Product in the original container along with the RMA number to Force10, and Customer assumes the risk of damage or loss in transit. Force10 will provide Customer with the shipping address at the time of RMA issuance. Customer will be responsible for the cost of shipment of the defective FRU to Force10. Force10 will be responsible for cost of shipment of the replacement FRU to Customer's location.

HOW TECHNICAL ASSISTANCE WILL BE PROVIDED.

Force10 will provide technical assistance Services remotely, via telephone, Email, and Internet. All Services will be provided in the English language, as follows:

Telephone. Force10 technical assistance representatives will be available to respond to Authorized User requests as follows:

Force10 will respond to Priority 1 and Priority 2 calls (as defined in Section 8) within one hour after call receipt.

Force10 will respond to Priority 3 and Priority 4 calls (as defined in Section 8) received during normal business hours within one hour after call receipt.

Force10 will respond to Priority 3 and Priority 4 calls received outside of normal business hours the next Business Day.

Email. Authorized Users can also open cases by sending an email to support@force10networks.com Force10 priority level response times will be the same for requests made via Email, Internet or telephone support.

Internet. Customers can also open cases via i-Support. Force10 recommends that Priority 1 and Priority 2 cases be opened via telephone. Force10 priority level response times will be the same for requests made via Email, Internet or telephone support.

Information Requirements. Authorized Users requesting TAC support will need to provide the following information on each new request.
Contact name
Company name
Contact phone number
Contact e-mail address
Symptoms and/or a complete description of the problem
Ship-to address for replacement hardware if applicable
Product serial number
Software version number
Symptom description
Problem urgency

HOW SOFTWARE UPGRADES WILL BE PROVIDED.

Software Download. Authorized Users can directly access Force10's software download feature via i-Support. Force10's TAC representatives will be available to work with Authorized Users to identify the appropriate software release for the Covered Product. It is the responsibility of the Authorized User to download and install the appropriate software release on the Covered Product. Authorized Users must only install software updates and revisions to Covered Product entitled to receive this service. Please refer to Section 12.4 for further details.

PRIORITY DESIGNATION

The Authorized User is responsible for providing priority level ("P") designation for all cases involving the Product. The priority level designation shall be in accordance with the following guidelines:

Critical (P1) – Product is unusable or inoperable, causing a critical impact to network operation. Force10's TAC representatives will work remotely 24x7 with the customer technicians to resolve the problem.

Major (P2) – Product is operating, but at a significantly reduced level of performance. Force10's TAC representatives will work with the customer technicians during extended hours as needed to resolve the problem.

Minor (P3) – Product is operating, but with minimal performance impact. Force10's TAC representatives will work with the customer technicians during normal business hours to resolve the problem.

Informational (P4) – Information is needed regarding Products or Services. There is little or no impact to customer's network.

Force10 and Customer may agree to re-designate the severity level ("P level") of any TAC call, based on Telcordia standards as reasonably necessary.

STARSUPPORT PROGRAM RESTRICTIONS. All Services provided by Contractor through Force10 under the StarSupport Program are subject to the following:

Force10 Software. Software installation of a more current version may be needed to provide problem resolution. Authorized Users may download the appropriate software revision for Covered Product via i-Support.

Force10 Hardware. If a more current software release is needed, customer may incur additional cost for any accompanying hardware upgrade(s). Force10 will not provide any hardware upgrades under this StarSupport Program.

Product Coverage. Maintenance coverage may be purchased for the Customer Installed Base (defined below) and may not be purchased for select products. Maintenance coverage will be quoted in a manner as to pro-rate for existing warranty. If Force10 reasonably believes that StarSupport services are being requested on Non-Covered Product, Force10 reserves the right, upon reasonable advance notice, to perform an audit of the customer's records and the Products for which customer is requesting StarSupport services. If Force10 determines that the customer is requesting or receiving unauthorized StarSupport services, customer will be charged additional StarSupport services fees and/or software fees, attorney's fees, audit fees and interest at the highest rate permitted by law.

8X5XNBD and 24x7 Hardware Advanced Replacement is not available in certain geographic regions. Force10 reserves the right to refuse service to these geographic regions.

Contractor through Force10 will provide only those StarSupport services listed in Sections 2 through 5 depending on the option paid for by customer. Without limiting the foregoing, Force10 shall have no obligation to provide: 1) any customization or installation of hardware or software; 2) any services for problems in the operation or performance of Products caused or related to: (i) alteration, damage, or modification to a Product that was not made by Force10 or by a party that was expressly authorized by Force10; (ii) problems caused by a customer's or other's negligence or abuse; (iii) Product that is maintained in a manner other than as described in Force10- supplied documentation; or (iv) problems arising from third-party products, or causes beyond Force10's control.

Force10's agreement to provide StarSupport Services applies to specific Covered Product, and is not transferable to other products or to another customer.

Contractor through Force10 will provide reasonable commercial efforts to support software releases of Force10 according to Force10 current software release policy.

Supported Software. Force10's software support obligation is limited to the current production release and the prior production release of Force10 software only.

Error Corrections. Force10 shall use its reasonable efforts to correct any reproducible programming error in the Product software attributable to Force10 with a level of effort commensurate with the severity of the error, as described below. Upon identification of any programming error, Customer shall notify Force10 of such error and shall provide Force10 with enough information to reproduce the error. Force10 shall not be responsible for correcting any errors not attributable to Force10. Force10 shall only be responsible for errors that are reproducible by Force10 on unmodified Product software as delivered to Customer.

Software Maintenance Services shall apply to Covered Products running software versions of no more than two (2) prior Major Releases or twenty-four (24) months from the Major Release date of the most current major release, whichever is the shorter period.

In cases where Force10 is not afforded the opportunity to troubleshoot suspected defective field replaceable units and Force10 finds that returned products have no warranted defect, then Force10 may charge Customer a $750 restocking charge for that unit, plus reimbursement for Force10's associated shipping costs.

In cases where Force10 finds that returned products exhibit customer caused damage or are damaged through neglect or misuse, then Force10 may charge Customer an out of warranty repair charge for that unit, plus reimbursement for Force10's associated shipping costs.

At its sole discretion, and without any obligation, Contractor through Force10 may provide technical support escalation services not included in StarSupport programs, including without limitation, on-site technical support services. Force10 will only provide such services with the express written permission of Customer.

DEFINITIONS

"Authorized User" means an employee or contractor explicitly authorized by the customer to access and request support under StarSupport Services.
11.2. "Bug" means a software defect that significantly impacts performance, stability or usability.

"Bug Fix" means any modification or revision made by Force10 to Force10 software that corrects a defect or provides other incidental corrections.

"Covered Product" or "Covered Force10 Product" means the specific Force10 Product for which customer is eligible to receive StarSupport. Such eligibility occurs after customer has made payment(s) for each Product covered with StarSupport Services.

"Customer Installed Base" means all Force10 products shipped to Customer by Force10 or Force10's authorized distributors and/or resellers.

"Installed Base Schedule" or "IBS" means that Force10 document that lists the Covered Product maintained by the customer. If customer requests that additional Product become Covered Product, customer is responsible for making such request to Force10, and paying the requisite additional fees. Force10 will notify customer via e-mail of additions to the IBS.

"Force10 Observed Holidays" means Force10 Networks defined holidays that change slightly from year to year. Actual days defined as Force10 holidays can be found online via www.Force10networks.com.

"Field Replaceable Unit" or "FRU" means a Product component, specified as a distinct, orderable item in Force10's Product list excluding chassis.

"Next Business Day" or "NBD" means the next day that does not include weekends and holidays.

 "Non-Covered Product" means product for which Force10 has no responsibility to provide any Star Support Services. Non-Covered Product includes, but is not limited to, the following: 1) product that is not Force10 Product; 2) product that is not included in Force10's most recent IBS for that customer; 3) product for which ownership and/or license was sold or transferred after the product was added to Force10's IBS; 4) product that has a missing or defaced serial number; 5) any product that was not originally sold by Force10 or a Force10 authorized reseller.

"Normal Business Hours" means 9:00am to 5:00pm local time at customer's site, excluding Contractor and Force10 Observed Holidays.

"OnSite Technician" means a Force10 or authorized Force10 representative.

"Product" means any of the systems included in Force10 Networks' family of network equipment.

"Product Support Territory" means geographic coverage area that Star Support Services have been purchased for.

"Replacement FRU". A Replacement FRU shall be substantially similar in fit, form and function to the defective FRU.

"Remedial Hardware Maintenance" means physical removal of defective FRU and installation of Replacement FRU.

"Services" means for fee offerings from Contractor through Force10 intended for support or maintenance of Force10's Products.

"Support Fee" means the annual fee charged by Contractor for Support of a unit of Product.

"Support Period" means the term of a Support contract or the renewal term of any Support contract hereunder.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

FORESCOUT TECHNOLOGIES

FORESCOUT TECHNOLIGIES LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

The following terms shall have the following meanings in this Attachment:

"Products" shall mean the ForeScout products entitled ActiveScout or CounterACT, which products have been provided by ForeScout to Customer, subject to Customer's complying with the terms and conditions of this Attachment.

"Site" shall mean the location for the Products as designated by ForeScout.

"Appliance Software" shall mean the computer software programs entitled ActiveScout or CounterACT, which programs have been incorporated with the Product, and applicable accompanying user documentation and related data.

"User Software" shall mean the computer software program entitled ActiveScout or CounterACT Console and applicable accompanying user documentation and related data.

"Purchase," "sale," or similar terms, when used in connection with Software, shall mean a "license" of the Software.

WARRANTY. Contractor warrants to Ordering Activity that, for a period of ninety (90) days from the date of shipment of the Products, the hardware portions of the Products will, under normal use, be free from defects in materials and workmanship and that the Appliance Software and User Software will perform, under normal use, substantially in accordance with ForeScout's specifications as set forth in ForeScout's applicable documentation accompanying the Appliance Software and User Software. This warranty coverage may, at the discretion of Contractor, require evaluation and the issuance by Contractor of a Technical Support RMA (Return Material Authorization) number and shipping instructions as determined by Contractor. The foregoing warranty shall not apply to any Product, which has been modified or altered other than by Contractor or ForeScout, which has been subject to abuse, misuse, accident or neglect, or which is used in violation of this Attachment A. Contractor's entire liability and Ordering Activity's remedy under this warranty, which is subject to Ordering Activity's supplying Contractor with a written statement of the defects and complying with ForeScout's standard maintenance procedures, will be at Contractor's option: (i) To use commercially reasonable efforts to repair defects covered by this warranty within a reasonable period of time; or (ii) to replace the defective Product with a substantially functionally equivalent product.

DISCLAIMER. EXCEPT FOR THE ABOVE EXPRESSED LIMITED WARRANTIES, CONTRACTOR MAKES AND ORDERING ACTIVITY RECEIVES NO WARRANTIES ON THE PRODUCTS OR ANY SOFTWARE, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS ATTACHMENT A OR COMMUNICATION WITH ORDERING ACTIVITY, AND CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Contractor does not warrant that the operation of the Products will be uninterrupted or error free.

LICENSE GRANT FOR APPLIANCE SOFTWARE. Contractor hereby grants to Ordering Activity a nontransferable, nonexclusive license to use one (1) copy of the Appliance Software, only in binary form on the Product with which the Appliance Software is originally provided, only at the Site.

LICENSE GRANT FOR USER SOFTWARE. Contractor hereby grants to Ordering Activity a nontransferable, nonexclusive license to download and use as many copies of the User Software as the number of users for which Customer has paid license fees, only in binary form only at the Site.

FORESCOUT TECHNOLOGIES ACTIVECARE SUPPORT OVERVIEW

ActiveCare Basic and ActiveCare Advanced ensure fast resolution of all product-related issues by putting end customers in direct contact with the ForeScout support website and Technical Support team. Additionally, both ActiveCare support packages come with and extended appliance warrantee which covers all parts and labor and access to software updates issued during the term of the support contract.

Benefits include:
    Software Updates
    Easy access to all software updates offered by ForeScout through the ForeScout Support Website.
    Support Website Unlimited Access
    Using ForeScout's customer-only Support Website, at any time, engineers can:
        o Download current and upgraded versions of the appliance software
        o Download purchased plug-ins for integration with other 3rd party systems o Review and
           download all product documentation and manuals
    ForeScout Technical Support Center

- o Single source for any technical assistance required. Support engineers can be contacted 24 hours a day, 7 days a week, to perform remote troubleshooting.
- o Advance Hardware Replacement

If there is a hardware problem with a ForeScout Appliance, ForeScout will send a replacement to the customer site prior to receiving the defective appliance. This offers a fast and economical method of maintaining an unlimited "virtual spares" inventory. All shipping is done in accordance with the level of support purchased.

- o Proven Escalation Process

If an issue arises that is not quickly resolved, a proven escalation process ensures the continuity of the service request. 24 X7 support is only available to ActiveCare Advanced customers. ActiveCare Basic is available from 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday.

ACTIVECARE SUPPORT SERVICE LEVEL TERMS

	ActiveCare Basic	ActiveCare Advanced
Term	Annual	Annual
Software Updates	Yes	Yes
Support Website	Yes	Yes
ForeScout Technical Support Center	8 x 5 (Pacific)	24 x 7 x 365
Support Response Time	3 Business Hours	3 Hours
Advanced Hardware Replacement	5 Days	2 Days2 Days (24 hours if notified before 4:00 pm Eastern)

ACTIVE CARE SERVICE SUMMARY

Service Provided To	Purchaser of ForeScout Appliance(s)
Term	One year, renewable per annum
Prerequisites	End customer must update appliance with current software version. ForeScout will only supply support for two (2) prior software releases. This applies to point revisions as well as major releases.
ForeScout Receivables	Purchase Order. End customer must provide serial number of each appliance covered under the support contract. If the Advance Hardware Replacement is delivered, end customer must return ship the replaced defective appliance(s) within seven (7) calendar days of receipt of Advance Hardware Replacement. If the defective appliance is not returned, a replacement fee equal to the full non-discounted price will apply for any appliances not received by ForeScout within 14 days of Return Materials Authorization (RMA) initiation. Completed Customer Information Sheet, with current address of the physical location of the appliance covered under ActiveCare program.
ForeScout Deliverables	Password for secure access to ForeScout Support Website. Invoice upon contract initiation/renewal.
Additional Costs and Fees	Replacement fee equal to full non-discounted price of the appliance will apply for any units not received by ForeScout within 14 days of RMA initiation. Customer must pay any customs and duties associated with product RMA procedures. Costs associated with any items not returned when returning an appliance, e.g. cables, bezel, or any other item listed on the enclosed packing slip.
End Customer Responsibilities	Obtain RMA numbers from ForeScout, package and ship according to instructions; return appliances subject to Advance Hardware Replacement in the required timely manner or pay related fees. Pay for any customs and duties associated with appliance RMA procedures. Maintain appliance, updating software to current release. Appliance must have version no older than six (6) months and/or two (2) prior releases. Verify operation of all telephone circuits and digital services for support response escalation services. Provide accurate physical site location of the appliances, contact and specific appliance information. Notify ForeScout of any equipment moves. Endeavor to place all ForeScout appliances under the same service agreement, i.e., all appliances at same location should be at similar service levels. Maintain personnel with adequate technical expertise and training to assist ForeScout in providing troubleshooting and problem resolution.
Reseller Responsibilities	If ActiveCare is sold to an end customer through the reseller channel, the reseller must register and maintain ALL appropriate appliance/software version and end customer information with ForeScout.

Exclusions	This service does not cover the following: Non-ForeScout updates or modifications to appliance. Altered appliances, except as authorized by ForeScout. Appliances installed, operated, or maintained not in accordance with specifications supplied by ForeScout. Appliances subjected to unusual physical or electrical stress, misuse, negligence or accident, or used in ultra-hazardous activities. Out of revision appliances, i.e., appliances shipped more than 36 months prior to contract initiation. Non-mandatory hardware changes.

Standard Limited Warranty Information - All ForeScout appliances ship with a complimentary ninety (90) day limited warranty for parts and labor. In case of failure as determined by a ForeScout representative, the appliance and all accessories (including, but not limited to power cords, cabling, bezel, etc.) are to be shipped, at customers expense, to ForeScout in original packaging. Upon receipt of damaged appliance, a replacement appliance will be shipped to customer within thirty (30) days.

ACTIVECARE BASIC MAINTENANCE AND SUPPORT POLICY

DEFINITIONS

"Appliance" means computing hardware device including all internal components purchased from Contractor with software version of either ActiveScout or CounterACT installed on the device.

"Error" means an error in the Appliance and/or Software, which significantly degrades such Licensed Appliance and/or Software.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of hardware component, appliance, object or executable code of the Licensed Appliance/Software to remedy an Error.

"Previous Sequential Release" means the release of the Licensed Software which has been replaced by a subsequent release of the same Licensed Software installed on ForeScout Appliance. Notwithstanding anything else, a Previous Sequential Release will be supported by ForeScout Technologies only for a period of six (6) months after release of the subsequent release.

"Severity 1 Error" means an Error which renders the Appliance and/or Software inoperative.

"Severity 2 Error" means an error in which a major functionality in the Appliance and/or Software is experiencing a reproducible problem which causes major inconvenience to the user.

"Severity 3 Error" means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.

"ActiveCare Services" means ForeScout Technologies support and maintenance services as described in Section 1.

"Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Appliance and/or Software.

"Regular Hours" means 8:00AM to 5:30PM Pacific Standard Time on MAINTENANCE TERMS

For the initial maintenance term, Ordering Activity shall pay to Contractor the ActiveCare Maintenance Fees as specified in an ordering document. ActiveCare Services for additional maintenance terms shall be at Contractor's then current maintenance rates.

In the event Ordering Activity purchases additional products or services, maintenance fees for such products and services shall be pro-rated so as to be co-terminus with Ordering Activity's existing maintenance period. Ordering Activity will be invoiced for maintenance services for subsequent maintenance terms ninety (90) days prior to the expiration of the then current maintenance period. In no event shall Contractor be responsible for providing maintenance services for any Licensed Appliance/Software for a period during which maintenance services lapsed due to Ordering Activity's failure to pay the applicable maintenance fees.

If Ordering Activity elects to resume maintenance services after a lapse of coverage, Ordering Activity shall pay Contractor for the period of time in which maintenance coverage lapsed plus a five (5) percent penalty on the total renewal amount. Ordering Activity's payment for the lapsed period shall be the then current annual maintenance fee, prorated for the amount of time that coverage lapsed. To resume maintenance after a lapse of coverage, Ordering Activity must purchase a minimum of one full year's maintenance beyond the lapsed period. If Ordering Activity resumes coverage after lapse coverage, the maintenance renewal date shall be changed to the date on which Ordering Activity paid all maintenance fees for the lapsed period and a minimum of one year additional maintenance.

SCOPE OF MAINTENANCE SERVICES

Upon payment of the ActiveCare Maintenance Fees, Contractor through ForeScout Technologies will provide maintenance services for the Licensed Appliance/Software as detailed below. All support services provided under this Attachment A shall be conducted in the English language. Contractor through ForeScout shall use reasonable efforts to provide the following services for the Appliance/Software during Regular Hours:

Maintain the capability of receiving information from Licensees through electronic mail

Advanced email support and error correction allows for up to 6 people designated by the licensee to ForeScout Technologies in writing to have access to the ForeScout support organization ('Authorized Contact Persons"). Additional contacts may be purchased, if so desired by the customer.

Software Updates that ForeScout Technologies, in its discretion, makes generally available without additional charge. Notwithstanding the foregoing, ForeScout Technologies reserves the right to charge Licensee for third party sublicensing fees associated with any Upgrade.

All inquiries to technical support must be made by an Authorized Contact Person.

Contractor through ForeScout Technologies shall make reasonable effort to accommodate requests for modifications, however Contractor is under no obligation to incorporate those requests from Ordering Activity in future releases of any Licensed Appliance/Software.

ERROR SEVERITY LEVELS. Contractor through ForeScout Technologies shall exercise commercially reasonable efforts to correct any Error reported by Ordering Activity in the current unmodified release of Licensed Appliance/Software. Upon notification by Ordering Activity of the Error, the problem shall be assigned one of the severity levels described below.

Ordering Activity is responsible for providing sufficient information and data to allow Contractor to readily reproduce all reported Errors. If Contractor Technologies believes that a problem reported by Ordering Activity may not be due to an Error in the Licensed Appliance/Software, Contractor will so notify Ordering Activity.

Severity 1 Critical Error: Contractor through ForeScout Technologies shall promptly commence the following procedures: (i) assign engineers to investigate the Error; (ii) notify ForeScout Technologies management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Ordering Activity with periodic reports on the status of the investigation; and (iv) initiate work to provide Ordering Activity with a Workaround or Fix.

Severity 2 Urgent Errors: Contractor through ForeScout Technologies shall exercise commercially reasonable efforts to include the Fix for the Error in the next Licensed Software maintenance release to be installed/updated on ForeScout Appliance.

Severity 3 Important Errors: Contractor through ForeScout Technologies may include the Fix for the Error in a future release of the Licensed Appliance/Software.

SUPPORT OF PREVIOUS VERSIONS

During the term hereof, Contractor through ForeScout Technologies shall provide support services for Licensed Appliance/Software for the duration of the support contract, but will only be applicable to software versions no older than six (6) months and/or two prior software releases.

EXCLUSIONS. Contractor shall have no obligation to support: (i) altered or damaged Licensed Appliance/Software or any portion of the Licensed Software incorporated with or into other Appliance/software; (ii) Licensed Appliance/Software that is not the then current release or immediately Previous Sequential Release; (iii) use of the Licensed Software on other than the current ForeScout Appliance; (iv) Appliance/Software problems caused by Ordering Activity's negligence, abuse or misapplication, use of Licensed Appliance/Software other than as specified in ForeScout Technologies Documentation or other causes beyond the control of ForeScout Technologies; (v) Licensed Software installed on any hardware other than the ForeScout Appliance; or (vi) any issues related to unauthorized access or other security breaches of Ordering Activity's network.

FORESCOUT TECHNOLOGIES ACTIVECARE ADVANCED SUPPORT OVERVIEW

ActiveCare Advanced Support ensures fast resolution of all product-related issues by putting end customers in direct contact with the ForeScout support website and Technical Support team. Additionally, ActiveCare Support comes with and extended appliance warrantee which covers all parts and labor and access to software updates issued during the term of the support contract.

Benefits include:
> Software Updates

Easy access to all software updates offered by ForeScout through the ForeScout Support Website.
> Support Website Unlimited Access

Using ForeScout's customer-only Support Website, at any time, engineers can:
- o Download current and upgraded versions of the appliance software
- o Download purchased plug-ins for integration with other 3rd party systems o Review and download all product documentation and manuals

ForeScout Technical Support Center
- o Single source for any technical assistance required. Support engineers can be contacted 24 hours a day, 7 days a week, 365 days a year to perform remote troubleshooting.

Advance Hardware Replacement
- o If there is a hardware problem with a ForeScout Appliance, ForeScout will send a replacement to the customer site prior to receiving the defective appliance. This offers a fast and economical method of maintaining an unlimited "virtual spares" inventory.

Proven Escalation Process
- o If an issue arises that is not quickly resolved, a proven escalation process ensures the continuity of the service request.1

ACTIVECARE ADVANCED SUPPORT – SERVICE LEVEL TERMS

Term	Annual
Software Updates	Current Version and New Versions released within the term of support contract.
Support Website	Unlimited Access
ForeScout Technical Support Center	24 x 7 x 365
Support Response Time	3 Hours
Advanced Hardware Replacement	2 Days -- (24 hours if notified before 4:00 pm Eastern)

ACTIVE CARE SERVICE SUMMARY

Service Provided To	Purchaser of ForeScout Appliance(s)
Term	One year, renewable per annum
Prerequisites	End customer must update appliance with current software version. ForeScout will only supply support for two (2) prior software releases. This applies to point revisions as well as major releases.
ForeScout Receivables	Purchase Order. End customer must provide serial number of each appliance covered under the support contract. If the Advance Hardware Replacement is delivered, end customer must return ship the replaced defective appliance(s) within seven (7) calendar days of receipt of Advance Hardware Replacement. If the defective appliance is not returned, a replacement fee equal to the full non-discounted price will apply for any appliances not received by ForeScout within 14 days of Return Materials Authorization (RMA) initiation. Completed Customer Information Sheet, with current address of the physical location of the appliance covered under ActiveCare program.
ForeScout Deliverables	Password for secure access to ForeScout Support Website. Invoice upon contract initiation/renewal.
Additional Costs and Fees	Replacement fee equal to full non-discounted price of the appliance will apply for any units not received by ForeScout within 14 days of RMA initiation. Customer must pay any customs and duties associated with product RMA procedures. Costs associated with any items not returned when returning an appliance, e.g. cables, bezel, or any other item listed on the enclosed packing slip.
End Customer Responsibilities	Obtain RMA numbers from ForeScout, package and ship according to instructions; return appliances subject to Advance Hardware Replacement in the required timely manner or pay related fees. Pay for any customs and duties associated with appliance RMA procedures. Maintain appliance, updating software to current release. Appliance must have version no older than six (6) months and/or two (2) prior releases. Verify operation of all telephone circuits and digital services for support response escalation services. Provide accurate physical site location of the appliances, contact and specific appliance information. Notify ForeScout of any equipment moves. Endeavor to place all ForeScout appliances under the same service agreement, i.e., all appliances at same location should be at similar service levels. Maintain personnel with adequate technical expertise and training to assist ForeScout in providing troubleshooting and problem resolution.

Reseller Responsibilities	If ActiveCare is sold to an end customer through the reseller channel, the reseller must register and maintain ALL appropriate appliance/software version and end customer information with ForeScout.
Exclusions	This service does not cover the following: Non-ForeScout updates or modifications to appliance. Altered appliances, except as authorized by ForeScout. Appliances installed, operated, or maintained not in accordance with specifications supplied by ForeScout. Appliances subjected to unusual physical or electrical stress, misuse, negligence or accident, or used in ultra-hazardous activities. Out of revision appliances, i.e., appliances shipped more than 36 months prior to contract initiation. Non-mandatory hardware changes.

STANDARD LIMITED WARRANTY INFORMATION

All ForeScout appliances ship with a complimentary ninety (90) day limited warranty for parts and labor. In case of failure as determined by a ForeScout representative, the appliance and all accessories (including, but not limited to power cords, cabling, bezel, etc.) are to be shipped, at customers expense, to ForeScout in original packaging. Upon receipt of damaged appliance, a replacement appliance will be shipped to customer within thirty (30) days.

ACTIVECARE ADVANCED MAINTENANCE AND SUPPORT POLICY

DEFINITIONS

"Appliance" means computing hardware device including all internal components purchased from Contractor with software version of either ActiveScout or CounterACT installed on the device.

"Error" means an error in the Appliance and/or Software, which significantly degrades such Licensed Appliance and/or Software.

"Error Correction" means the use of reasonable commercial efforts to correct Errors.

"Fix" means the repair or replacement of hardware component, appliance, object or executable code of the Licensed Appliance/Software to remedy an Error.

"Previous Sequential Release" means the release of the Licensed Software which has been replaced by a subsequent release of the same Licensed Software installed on ForeScout Appliance. Notwithstanding anything else, a Previous Sequential Release will be supported by ForeScout Technologies only for a period of six (6) months after release of the subsequent release.

"Severity 1 Error" means an Error which renders the Appliance and/or Software inoperative.

"Severity 2 Error" means an error in which a major functionality in the Appliance and/or Software is experiencing a reproducible problem which causes major inconvenience to the user.

"Severity 3 Error" means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.

"ActiveCare Services" means ForeScout Technologies support and maintenance services as described in Section 1.
"Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Error without substantially impairing Licensee's use of the Appliance and/or Software.

"Premier Hours" means 24 hours 7 days a week on MAINTENANCE TERMS

For the initial maintenance term, Ordering Activity shall pay to Contractor the ActiveCare Maintenance Fees as specified in an ordering document. ActiveCare Services for additional maintenance terms shall be at Contractor's then current maintenance rates. In the event Ordering Activity purchases additional products or services, maintenance fees for such products and services shall be pro-rated so as to be co-terminus with Ordering Activity's existing maintenance period. Ordering Activity will be invoiced for maintenance services for subsequent maintenance terms ninety (90) days prior to the expiration of the then current maintenance period. In no event shall Contractor be responsible for providing maintenance services for any Licensed Appliance/Software for a period during which maintenance services lapsed due to Ordering Activity's failure to pay the applicable maintenance fees.

If Ordering Activity elects to resume maintenance services after a lapse of coverage, Ordering Activity shall pay Contractor for the period of time in which maintenance coverage lapsed plus a five (5) percent penalty on the total renewal amount. Ordering Activity's payment for the lapsed period shall be the then current annual maintenance fee, prorated for the amount of time that coverage lapsed. To resume maintenance after a lapse of coverage, Ordering Activity must purchase a minimum of one full year's maintenance beyond the lapsed period. If Ordering Activity resumes coverage after lapse coverage, the maintenance renewal date shall be changed to the date on which Ordering Activity paid all maintenance fees for the lapsed period and a minimum of one year additional maintenance.

SCOPE OF MAINTENANCE SERVICES
Upon payment of the ActiveCare Maintenance Fees, Contractor through ForeScout Technologies will provide maintenance services for the Licensed Appliance/Software as detailed below. All support services provided hereunder shall be conducted in the English language. Contractor through ForeScout shall use reasonable efforts to provide the following services for the Appliance/Software during Premier Hours:
Maintain the capability of receiving information from Licensees through electronic mail

Advanced email support and error correction allows for up to 6 people designated by the licensee to ForeScout Technologies in writing to have access to the ForeScout support organization ('Authorized Contact Persons"). Additional contacts may be purchased, if so desired by the customer.

Software Updates that ForeScout Technologies, in its discretion, makes generally available without additional charge. Notwithstanding the foregoing, ForeScout Technologies reserves the right to charge Licensee for third party sublicensing fees associated with any Upgrade.

All inquiries to technical support must be made by an Authorized Contact Person.

Contractor through ForeScout Technologies shall make reasonable effort to accommodate requests for modifications, however Contractor Technologies is under no obligation to incorporate those requests from Ordering Activity in future releases of any Licensed Appliance/Software.

ERROR SEVERITY LEVELS. Contractor through ForeScout Technologies shall exercise commercially reasonable efforts to correct any Error reported by Ordering Activity in the current unmodified release of Licensed Appliance/Software. Upon notification by Ordering Activity of the Error, the problem shall be assigned one of the severity levels described below.
Ordering Activity is responsible for providing sufficient information and data to allow Contractor to readily reproduce all reported Errors. If Contractor believes that a problem reported by Ordering Activity may not be due to an Error in the Licensed Appliance/Software, Contractor will so notify Ordering Activity.

Severity 1 Critical Error: Contractor through ForeScout Technologies shall promptly commence the following procedures: (i) assign engineers to investigate the Error; (ii) notify ForeScout Technologies management that such Errors have been reported and of steps being taken to correct such Error(s); (iii) provide Ordering Activity with periodic reports on the status of the investigation; and (iv) initiate work to provide Ordering Activity with a Workaround or Fix.

Severity 2 Urgent Errors: Contractor through ForeScout Technologies shall exercise commercially reasonable efforts to include the Fix for the Error in the next Licensed Software maintenance release to be installed/updated on ForeScout Appliance.

Severity 3 Important Errors: Contractor through ForeScout Technologies may include the Fix for the Error in a future release of the Licensed Appliance/Software.

SUPPORT OF PREVIOUS VERSIONS
During the term hereof, Contractor through ForeScout Technologies shall provide support services for Licensed Appliance/Software for the duration of the support contract, but will only be applicable to software versions no older than six (6) months and/or two prior software releases.

EXCLUSIONS. Contractor shall have no obligation to support: (i) altered or damaged Licensed Appliance/Software or any portion of the Licensed Software incorporated with or into other Appliance/software; (ii) Licensed Appliance/Software that is not the then current release or immediately Previous Sequential Release; (iii) use of the Licensed Software on other than the current ForeScout Appliance; (iv) Appliance/Software problems caused by Ordering Activity's negligence, abuse or misapplication, use of Licensed Appliance/Software other than as specified in ForeScout Technologies Documentation or other causes beyond the control of Contractor or ForeScout Technologies; (v) Licensed Software installed on any hardware other than the ForeScout Appliance; or (vi) any issues related to unauthorized access or other security breaches of Licensee's network.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

FREEDOM SCIENTIFIC

FREEDOM SCIENTIFIC LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE

Contractor provides Ordering Activity with the software program ordered under this contract (the Program) and grants Ordering Activity a license to use this Program. The license granted to Ordering Activity is nonexclusive and does not grant ownership rights. As a licensed user (Licensee), Ordering Activity understands that it does not own the Program and the instructional materials that accompany the Program; Ordering Activity is only licensed to use the Program and instructional materials in accordance with the terms stated in this contract. Ordering Activity assumes sole responsibility for determining the appropriateness of the Program for achieving its intended results. Ordering Activity further assumes sole responsibility for the installation, use, and results obtained from the Program, and complete responsibility for the selection, installation, use, and placement of hardware with which you use the Program.

COPYING THE PROGRAM

Ordering Activity may not copy, transfer, decompile, disassemble, or reverse engineer the Program or create a derivative work, or allow the Program to be copied or transferred, in part or in whole, except as specifically indicated within this contract. In the event Ordering Activity copies, transfers, decompiles, disassembles, or reverse engineers the Program or creates a derivative work for another person in any form, except as is specifically authorized, then the Ordering Activity's license to use the Program shall be automatically terminated. The Ordering Activity may install and use the Program on more than one machine, but only one machine may be used at a time.

In the case of an Ordering Activity who has purchased a Site, District, or Enterprise License, the Ordering Activity may install the Program on the specified number of machines as defined in the Site, District, or Enterprise License. The Ordering Activity may install a Site, District, or Enterprise License on a Local Area Network (LAN) server, however, the concurrent number of users of the software cannot exceed the number of machines as defined in the Site, District or Enterprise License. This product is not intended, nor warranted to be installed or supported on a Wide Area Network (WAN) except to allow the use of a WAN for Enterprise-wide license authorization. The Ordering Activity may copy the Program for back-up purposes to preserve the Program. These copies and the original Program may be stored in the possession of another person, so long as the storage does not result in the Program being used in violation of the terms set forth above in this section.

Whenever the Program or instructional materials are reproduced, then the copyright notice must also be reproduced and displayed in its original form.

LIMITED SOFTWARE WARRANTY

The Program provided to the Ordering Activity is being provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. The entire risk as to the quality and performance of the Program is with the Ordering Activity.

Contractor does not warrant that the functions contained in the Program will meet the Ordering Activity's requirements or that the operation of the Program will be uninterrupted or error free. However, Contractor warrants the media on which the Program is furnished, to be free from defects in materials and workmanship, when in normal use, for a period of ninety (90) days from the date of delivery as evidenced by a copy of your receipt. The limited warranty will be honored by Contractor provided that the media is properly stored in an area free of magnets and/or magnetic fields and provided that defects in the materials and workmanship of the media do not result from an act of God or other cause beyond the control of Contractor or the media manufacturer.

LIMITATION OF REMEDIES

Contractor's liability and Ordering Activity's remedy shall be the replacement of any media not meeting Contractor's limited warranty.

LIMITED HARDWARE WARRANTY

All hardware units come with a 12-month warranty against manufacturing defects, unless stated otherwise. Please contact   Contractor or call Freedom Scientific at (727) 803-8600 for assistance in troubleshooting any problems. If necessary, the Technical Support Specialist will issue a Return Materials Authorization (RMA) number that must be referenced on the outside of the package containing your returned unit. Your unit will then be exchanged or repaired as needed.

Hardware devices have no user-serviceable components. Any unauthorized attempt to service or replace internal components by opening units or cases will void the product warranty.

Return your unit to:

Freedom Scientific
Blind/Low Vision Group

immixTechnology, Inc.
a subsidiary of immixGroup

13000 Automobile Blvd
Bldg 1 Unit 103
Clearwater, FL 33762

PMA ASA AND SMA INFORMATION

A Hardware Product Maintenance Agreement (PMA) is an annual contract that entitles the owner to receive unit repairs on a covered hardware product, including parts and labor, for 12 months. The customer pays only for shipping their unit to Freedom Scientific in Florida. The PMA service contract does not cover repairs resulting from the misuse or abuse of the covered unit. PMA prices and services vary per hardware unit. **An Annual Software Agreement (ASA)** for the PAC Mate BX and QX is an affordable way to stay current with the latest versions of Freedom Scientific PAC Mate software. ASA holders can download software upgrades to their PAC Mate BX and QX units from our Web site at no charge during the 12-month agreement period. ASA holders also may request software upgrades on CD-ROM for a small shipping charge. An ASA is specifically covers Freedom Scientific PAC Mate BX and QX software. It does **not** cover upgrades to any third party software, including but not limited to Microsoft products that are loaded on the PAC Mate. ASAs are not available for BNS and TNS PAC Mate models. ASAs for current shipping versions of PAC Mate software are available from FreedomScientific or your local authorized dealer. U.S. customers only.

An Annual Software Agreement (ASA) for the PAC Mate BX and QX is an affordable way to stay current with the latest versions of Freedom Scientific PAC Mate software. ASA holders can download software upgrades to their PAC Mate BX and QX units from our Web site at no charge during the 12-month agreement period. ASA holders also may request software upgrades on CD-ROM for a small shipping charge. An ASA is specifically covers Freedom Scientific PAC Mate BX and QX software. It does **not** cover upgrades to any third party software, including but not limited to Microsoft products that are loaded on the PAC Mate. ASAs are not available for BNS and TNS PAC Mate models. ASAs for current shipping versions of PAC Mate software are available from FreedomScientific or your local authorized dealer. U.S. customers only.

A Freedom Scientific Software Maintenance Agreement (SMA) is the most economical way to keep current with the latest versions of Freedom Scientific software. SMA holders receive two consecutive upgrades on CD-ROM at up to 50 percent off the regular upgrade price*. Additionally, they can download the upgrade directly from our Web site. SMAs are available from Freedom Scientific or your local authorized dealer and are available for currently shipping versions of software.

*__Additional costs apply if an SMA is bought after the original software purchase.__

immixTechnology, Inc.
a subsidiary of ◆ immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

GUIDANCE SOFTWARE

GUIDANCE SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Concurrent User" means one (1) user running one (1) interactive or batch session of the Software (or one (1) of each of the Software Products in a licensed bundle listed in an order, in any combination) on one (1) computer at one given moment.

 "Concurrent Connection" means one (1) Concurrent User connected to one target computer for analysis during an interactive or batch session of the Software at one given moment. For any license that specifies on the order the number of Concurrent Connections, the Software must be accessed only from within the Site where it is installed.

 "Guidance" means Guidance Software, Inc.

 "Software" means Guidance's proprietary computer program(s) in object code form (including any accompanying Documentation, manuals, Upgrades, Releases, databases, enhancements and instructions) delivered to Ordering Activity and any copies thereof pursuant to these terms. Software shall include the EnCase® Enterprise SAFE Server Software, any EnScriptTM, the EnCase® Examiner Software and the node servlets. Software shall also include the accompanying hardware security device and, if applicable, any hardware computer or server delivered to Ordering Activity by Contractor.

 "Supported Computer(s)" means one or more computers owned or leased by Ordering Activity, and under Ordering Activity's control, of a manufacturer, model and operating system for which Guidance offers a current version of the Software. Subject to the restrictions set forth in this Attachment, the Ordering Activity may transfer or move the Software from one Supported Computer to another Supported Computer at any time.

LICENSE GRANT

General. Subject to the terms and conditions of this Attachment A, Contractor grants and Ordering Activity accepts a non-exclusive, non-sublicenseable, non-transferable and perpetual copyright license during the term of this agreement, solely for Ordering Activity's own internal business purposes, to execute the Software only on the Supported Computer(s) by employees of Ordering Activity (and/or consultants or contractors of Ordering Activity, provided such consultants or contractors have entered into confidentiality agreement with Ordering Activity, and provided that Ordering Activity remains responsible for any breach of these terms by such consultants or contractors). The Software may not be used on a service bureau or time-sharing basis and may not be used for consulting or managed security services provided to third parties or in a for-hire engagement for revenue on third party computers. Other than as explicitly set forth in this Attachment A, Ordering Activity shall not permit any other person or entity to access or use the Software. The Software is provided in and may be used in machine-readable object code form only.

Copies. The Ordering Activity may make one archival or back-up copy of the Software, provided that such copy is not used simultaneously or concurrently with the original Software, and only if Guidance and Guidance's vendors' copyright and proprietary notices on the Software are included on such copy.

Ordering Activity Modifications and Enhancements. Ordering Activity may not make any modifications or enhancements to the Software, create any derivative works of the Software, or merge or separate the Software or any component thereof without Contractor's prior written consent. Ordering Activity agrees not to decompile, reverse compile, disassemble or otherwise reverse engineer the Software, or permit, help, or encourage others to do so.

Proper Use of Software. The Ordering Activity acknowledges that the continued integrity of the Software and Contractor's performance of its obligations described in this Attachment A are dependent upon the proper use and maintenance of the Software by Ordering Activity. Proper use and maintenance means that Ordering Activity will (i) install all Upgrades and Releases delivered to Ordering Activity hereunder, (ii) use the Software in accordance with the documentation supplied by Contractor and the terms and conditions of this Attachment A and (iii) follow Contractor's instructions for installing new Releases and Upgrades and for correcting and circumventing software bugs.

OWNERSHIP AND PROPRIETARY RIGHTS: Title to, ownership of, and all rights in patents, copyrights, trade secrets, trade dress, and all other proprietary rights in all Software does not transfer to Customer and shall remain in Guidance and/or Guidance's third party vendors and licensors.

SOFTWARE MAINTENANCE SERVICE ("SMS")

General. If SMS is included or has been elected by Ordering Activity , Contractor through Guidance will provide the services specified in this Section and under Guidance's Standard Support Policy, for the applicable Software. Guidance will evaluate problems submitted by Customer and consult with Ordering Activity to determine if it is a Defect (as defined below).

Term. The initial Maintenance Term shall commence on the date of a purchase order remain in effect for the time period specified on the purchase order. Thereafter, subsequent Maintenance Terms may be agreed upon by the parties, under the then-current Guidance SMS program,, provided that: (a) Ordering Activity timely pays the applicable fees; (b) Guidance continues to offer maintenance service to its customers generally for the Software, and (c) Ordering Activity remains in compliance with its obligations hereunder. Contractor through Guidance shall make commercially reasonable efforts to provide Ordering Activity with written notice of the fee for the next subsequent Maintenance Term not less than sixty (60) days

prior to the Renewal Date. Guidance may increase its SMS fees for subsequent Maintenance Terms, but the amount of any such increase shall not exceed (i) if the immediately preceding Maintenance Term was one (1) year, three percent (3%) of the fee for the immediately preceding Maintenance Term, (ii) if the immediately preceding Maintenance Term was two (2) years, six percent (6%) of the fee for the immediately preceding Maintenance Term, or (iii) if the immediately preceding Maintenance Term was three (3) years, nine percent (9%) of the fee for the immediately preceding Maintenance Term. Failure to make timely payment of any SMS fee shall not constitute a waiver by Guidance of such fee, the obligation to make such payment, or a valid termination of SMS. Contractor reserves the right to refuse to provide SMS while any accrued SMS fees or other fees remain unpaid. Without prejudice to the foregoing, SMS shall automatically terminate on the date of termination.

Non-Continuous Coverage; Lapse. In the event Ordering Activity does not maintain continuous SMS services, Contractor may, in its discretion, refuse to provide any further SMS to Ordering Activity. As a condition to reactivating lapsed SMS service, Contractor may require the payment of SMS fees that would have been made had the service never lapsed, up to the amount of an additional license fee.

Definitions. For the purposes of this Section, the following definitions shall apply: "Defect" means a material error in program logic or documentation attributable to Guidance which prevents the performance of a principal computing function as set forth in Guidance's published specifications for the Software. "Upgrade" means a revision of the Software with minor changes and/or Defect corrections (e.g. a change in the numbers to the right of the period X.XX). Upgrades generally occur between each Release of the Software. "Release" means a new version of the Software with new features and/or significant enhancements to existing Software products (e.g. a change to the numbers left of the period X.XX).

"Documentation" means the user or system manuals and other published material delivered with the Software to Ordering Activity, which include the specifications. "Module" means a version of the Software designed to increase functionality for certain specific tasks or to serve the requirements of a subset of users, rather than being of general applicability and is considered outside the scope of this Software licensed under these terms.

Scope of Services.

Contractor through Guidance shall provide SMS in a manner that is consistent with Guidance's then-current Standard Support Policy, attached hereto.

Ordering Activity will receive any available Upgrades so long as Ordering Activity has paid for SMS. Contractor through Guidance will provide instructions and/or revised user Documentation to assist the transition in installing Upgrades.

Ordering Activity will receive any available Releases so long as Ordering Activity has paid for SMS. However, new products or new Modules are not included without charge and will be available only for an additional fee.

Service Limitations: Contractor through Guidance will support only the current Release of the Software and the immediately preceding Release. Contractor through Guidance shall make reasonable efforts to accommodate support questions for all other Releases. All associated computer hardware and operating system software must be maintained at the latest Release and Upgrade levels supported by Guidance. For support issues that are not Defects or, when Contractor through Guidance determines that any requested assistance has exceeded a reasonable level, Contractor through Guidance may 1) provide some reasonable assistance (determined in Guidance's sole discretion) to help optimize or enhance Ordering Activity's use of the Software or, 2) prepare a quote for Guidance Professional Services, which Ordering Activity shall have a right to pre-approve.

WARRANTY
Contractor warrants, for period of one (1) year ("Warranty Period"), that each item of Software shall be free from Defects (as defined above). To the maximum extent permitted by applicable law, Ordering Activity's remedy and Guidance's obligation shall be to correct or circumvent any Defect reported to Guidance within the Warranty Period which causes and continues to cause a system-critical disruption of the Ordering Activity's business operations; provided, however, that: (i) Ordering Activity shall promptly notify Guidance of any Defects discovered and shall furnish to Guidance adequate supporting documentation and details to substantiate and to assist Guidance in the identification and detection of such Defect; and (ii) the Defect can be reproduced by Guidance on properly functioning equipment controlled by Guidance.

EXCLUSION OF WARRANTIES: EXCEPT FOR THE WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE IS WITHOUT INTERRUPTION OR DEFECT FREE, OR THAT THE SOFTWARE WILL MEET ORDERING ACTIVITY'S REQUIREMENTS. THE WARRANTY SET FORTH ABOVE, IS CONTINGENT UPON (A) THE PROPER USE OF THE SOFTWARE IN ACCORDANCE WITH SECTION 2, AND (B) THE SOFTWARE NOT BEING SUBJECTED TO UNUSUAL PHYSICAL OR ELECTRICAL STRESS, OR INTERFERENCE FROM APPLICATIONS, DERIVATIVE WORKS, OR CONFIGURATIONS PROVIDED BY THIRD PARTIES. THE WARRANTY SET FORTH ABOVE, DOES NOT EXTEND TO DEFECTS IN THE SOFTWARE THAT RESULT FROM (A) ORDERING ACTIVITY'S FAILURE TO IMPLEMENT ALL UPGRADES AND RELEASES ISSUED BY GUIDANCE DURING THE WARRANTY PERIOD, OR (B) TO THE EXTENT SUCH MODIFICATIONS WERE MADE BY ORDERING ACTIVITY TO ITS OPERATING ENVIRONMENT.

GUIDANCE STANDARD SUPPORT POLICY FOR SOFTWARE MAINTENANCE SERVICES ("SMS")

Definitions

"Defect" means a material error in program logic or documentation attributable to Guidance which prevents the performance of a principal computing function as set forth in Guidance's published specifications for the Software.

"Upgrade" means a revision of the Software with minor changes and/or Defect corrections (e.g. a change in the numbers to the right of the period X.XX). Upgrades generally occur between each Release of the Software.

"Release" means a new version of the Software with new features and/or significant enhancements to existing Software products (e.g. a change to the numbers left of the period X.XX).

"Documentation" means the user or system manuals and other published material delivered with the Software to Ordering Activity, which include the specifications. "Module" means a version of the Software designed to increase functionality for certain specific tasks or to serve the requirements of a subset of users, rather than being of general applicability and is considered outside the scope of this Software licensed under this contract.

Software Included in SMS
Ordering Activity will receive any available Upgrades so long as Ordering Activity has paid for SMS. Contractor through Guidance will provide instructions and/or revised user Documentation to assist the transition in installing Upgrades.
Ordering Activity will receive any available Releases so long as Ordering Activity has paid for SMS. However, new products or new Modules are not included without charge and will be available only for an additional fee.

Service Included in SMS
Contractor through Guidance will remedy Defects by using reasonable efforts to (i) provide a bug fix, patch or workaround procedure, and/or (ii) incorporate a permanent Defect correction in the next Upgrade or Release of the Software. If the problem is not a Defect, (a) Guidance will notify Ordering Activity as soon as possible and if determination of the problem cannot be made via phone, email or remote support, Ordering Activity agrees to reimburse Guidance for reasonable expenses incurred by Guidance for such identification efforts; (b) Guidance may, in its sole discretion, provide a remedy by the same means as specified in Sections (i) and (ii) above; and (c) if the parties mutually agree and upon prior approval, Professional Services from Guidance may be available to Ordering Activity to remedy the problem, for an additional fee (which Ordering Activity can accept or reject) and under separate agreement.

SMS Service Limitations
Contractor through Guidance will support only the current Release of the Software and the immediately preceding Release. All associated computer hardware and operating system software must be maintained at the latest Release and Upgrade level for proper functioning. Guidance may provide some reasonable assistance (determined in Guidance's sole discretion and subject to Ordering Activity's acceptance) to help optimize or enhance Ordering Activity's use of the Software. If Guidance determines that any requested assistance has exceeded a reasonable level, Guidance will notify Ordering Activity and supply a quotation for additional Professional Services, which Ordering Activity may accept or reject.
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Methods of Providing SMS and Response Times
Telephone, Web and Email Support

The Initial Acknowledgement represents the maximum length of time allowed for the Support Consultants to acknowledge receipt of your support request, and route the request to the appropriate person for resolution.

Web and E-mail Acknowledgement will include:
- Support Consultant's name
- Incident ID number
- Status of the problem
- Indication of when you will receive a solution or update

The following table represents the maximum length of time allowed for initial acknowledgement to occur

Communication Type	Initial Acknowledgement
Telephone	90% of Phone Calls during Business Hours will receive immediate voice contact with Support Consultants
Voice-mail	Ordering Activities who leave a voicemail for support professionals will receive a return call within (2) Business Hours
Web	Assigned to Support Consultant Within 2 Hours
E-mail	Assigned to Support Consultant Within 2 Hours

For purposes of this SMS Policy only, "Business Hours" shall mean the following Pacific Standard/Daylight Times:
24 hours a day, Sunday 7:00 p.m. through Friday 6:00 p.m. excluding national holidays in the United States and United Kingdom.

On-Line Support

Guidance's On-Line Support Center provides the following capabilities:

- Access via Web to Solutions Database
- Receive Support e-Bulletins via E-mail
- Critical Problem Alerts via E-mail
- Report Product Defects via Web
- Submit Suggestions via the Web
- Access Product Documentation On-Line Patches & Upgrades Incident Submission via the Web Incident
- Submission via E-mail

Guidance software products are managed according to a product life-cycle management program with planned and scheduled updates. Guidance SMS subscribers receive these software Updates and Releases at no charge and will receive notice of such improvements.

Emergency On-site Support

In the case of a critical situation, where an unresolved issue is having extreme impact on your business, emergency on-site assistance is available within 48 hours. You can specifically request on-site assistance, or Guidance may determine the need as part of the escalation management process. Reasonable travel and living expenses will be the responsibility of the Ordering Activity and Ordering Activity shall have a right to pre-approve such expenses when pre-approval is feasible.

Escalation Procedure

If Ordering Activity reasonably believes that the reporting of a Defect has not received the appropriate response from Guidance (as stated within this policy), the Ordering Activity may escalate the matter. The following Guidance personnel will be made aware of the matter and respond personally to Ordering Activity, in the following time frame:

- 48 Hours After Reporting Defect: GSI Technical Support Manager
- 96 Hours After Reporting Defect: GSI Vice President, Ordering Activity Support 120 Hours After Reporting Defect: GSI Vice President, Worldwide Sales

Contractor through Guidance reserves the right to require Ordering Activities to become fully current for all previous years of unpaid support up to a maximum cost limited to the price of a new license.

STATEMENT OF WORK FOR EE Standard 5-Day Implementation Plus 40 / Plus 100

For the purposes of these terms, "Customer" is defined as an Ordering Activity. All services hereunder are provided by Contractor through Guidance Software.

Overview

If ordered by Customer, this Statement of Work (SoW) describes the work to be performed by Contractor through Guidance Software and Customer during the installation and configuration of the Products ordered. It covers the expectations underlying this Statement of Work, the responsibilities of Guidance Software personnel, the responsibilities of Customer, and the completion criteria. This SoW shall be incorporated into and become a part of the Professional Services Terms attached below. If there is a conflict between the terms of the SoW and the Professional Services Terms, the SoW will govern over the Professional Services Terms.

Expectations

- Guidance Software requires a minimum two (2) week implementation lead-time after Customer completion of the Guidance Software Pre-Installation Planning document.
- A scheduled implementation will be postponed and rescheduled if the Enterprise Solutions conference call has not been completed one (1) week prior to the scheduled implementation.
- All implementations will be performed during normal business hours unless otherwise specified: Monday through Friday, 8:00AM to 5:00PM.
- Any work performed during non-business hours or weekends at the Customer's request will be billed according to Guidance Software's rate schedules as set forth in the Professional Services Terms.
- All work will be performed over a consecutive time frame, unless otherwise specified.
- If any equipment or software supplied by Guidance Software is found by Guidance Software to be defective during the installation, Guidance Software will replace the same at no extra charge and complete the installation as specified.
- Any delays experienced while a Guidance Software consultant(s) is on-site due to Customer infrastructure or wide area network provider problems will be billable at Guidance Software's applicable rate schedules as set forth in the Professional Services Terms.

Guidance Software Responsibilities

- Guidance Software's standard implementation will provide trained consultants to install the EnCase Enterprise ("EE") at the customer location. Installation includes the following:
- Install purchased SAFE and EE software on Customer designated systems and test for proper functionality.
- Install 3-5 EE Servlets on customer infrastructure, with the assistance of a Customer designated administrator, and verify network connectivity and application functionality.
- Provide hands on product orientation to Customer's designated system administrator(s) of basic system concepts and operation.
- Work with Customer to understand their requirements and begin initial customization of the EE system specific to customer's organization. Provide training to key personnel throughout the process.
- Explain technical support options should the Customer need additional assistance.
- Guidance Software will retain the PKI Public Key and all contact information of the Keymaster. Guidance Software will also retain a

copy of all certificates created upon initialization of the SAFE server(s).
- Any additional work to be performed outside of this Statement of Work will require additional charges.
- Instruct personnel on how to use EE to conduct basic computer investigations.
- Work with Customer to determine actual course components based on Customer's requirements.
- The on-site Standard Implementation training to designated personnel will typically be three (3) days of the designated five (5) days of implementation while installation and configuration will typically be two (2) of the designated five (5) days of implementation. Any additional PSD training provided at the Customer's request will be billed according to Guidance Software's rate schedules as set forth in the Professional Services Terms.
- The Plus 40 or Plus 100 program is good for one year and only for the first 40 or 100 hours, as set forth under the terms of the purchased plan, will become available for use. Any requested additional hours past the plus 40 or plus 100 program hours will be billed according to Guidance Software's rate schedules as set forth in the Professional Services Terms.
- The plus 40 or plus 100 program hours can be used for any currently offered PSD services as outlined in the rate schedules of the Professional Services Terms for work performed at the Customer's site only (not for processing at GSI facilities) such as investigations, eDiscovery, Incident Response, Compromise assessment, on-site Customer training, and EnScript development. These hours may not be applied towards the implementation hours associated with the purchase of additional software, and may only be utilized after the licensed software has been fully implemented.

Customer Responsibilities
The Customer will be responsible for providing the following:

- Provide Guidance Software consultant(s) with correct site address and on-site point of contact.
- Security keys, Software CD's, Manuals and Cables received from Guidance Software after EE purchase.
- Availability of power outlets and network cabling located within five feet of the equipment to be installed.
- Proper number and specification of computer hardware components in which the SAFE and EE software will be installed.
- Configuration and verification of operation for all router, networking and firewall access changes needed to ensure proper communication of EE components.
- Provide competent management software (IBM Tivoli, HP Openview, MS SMS, etc.) to System Administrator if deploying EE Servlets using push technology.
- Any delays due to the above items are billable at Guidance Software's rate schedules as set forth in the Professional Services Terms for consultant(s) time plus travel and expenses.
- The Keymaster will retain and backup the PKI Private Key associated with this account. Should this key be lost, the customer shall bear any costs incurred to ensure that the identity of the organizations Keymaster is accurate.
- If the information provided by the Customer in the Guidance Software Pre-Installation Planning document and the Enterprise Solutions conference call is incorrect or incomplete, Guidance Software reserves the right to charge Customer for any increase in costs incurred or time expended by Guidance Software due to such omission.
- In the event the Customer has not adequately prepared the site for installation, Guidance Software may either postpone the installation until the site is prepared or Guidance Software may perform the work necessary to prepare the site. In either event, customer shall bear any rescheduling costs or costs incurred to prepare the site.
- The Customer will designate not more than six (6) individuals to receive the on-site training as long as the maximum number is not exceeded without the prior consent of Guidance Software.
- GSI will only provide training materials to include training manuals for the agreed upon number of designated individuals.
- Customer will provide adequate training facilities and equipment as outlined during the Enterprise Solutions conference call.
- If any designated individual misses a cumulative total of more than 2 hours during the training period they will NOT receive a signed training certificate.
  Completion Criteria
- Guidance Software will have satisfied its obligations to the customer under this Statement of Work when the tasks listed under Guidance Software Responsibilities are completed
- The Customer acknowledges that it has read this Statement of Work and the terms outlined within have been accepted.

Travel Expenses
- The installation activity will be performed on-site at Customer's facilities. Guidance shall be responsible for all of its own employee's travel and expenses associated with the Standard Implementation. Customer will be responsible for all travel and expenses as incurred by Guidance under the Plus 40 and Plus 100 Programs.

Professional Services Terms

For the purposes of these Professional Services Terms, "GSI" is defined as "Contractor" and "Client" is defined as "Ordering Activity." All services hereunder are provided by Contractor through Guidance Software.

Scope of Retention and Effective Date. Client authorizes GSI to provide computer forensic analysis, electronic discovery, consulting, and/or data recovery and retrieval services ("Services") to Client, and GSI agrees to provide the Services in accordance with the terms of this Attachment and any Statement of Work ("SOW") signed by Client and GSI. These terms will take effect on the date that Client issues an ordering document. Either party may terminate the services upon written notice at any time, provided, however, that any such termination shall not affect in any way Client's obligation to pay for Services rendered up to the date of such termination. These terms apply to all SOW's and requests for GSI services by Client until this contract is terminated.

Fees and Expenses. GSI bills for Services on a fixed-fee basis or on an hourly basis, and the fee will be set forth in the applicable SOW. For

matters billed on an hourly basis, current hourly rates and fees are set forth in GSI's current Professional Services Rate Sheet, incorporated herein by this reference ("Rate Sheet"), and will be charged in increments of one-quarter (.25) of an hour. Client also agrees to pay all incidental expenses, other than routine office expenses, reasonably incurred by GSI in connection with the Services, including without limitation messenger fees, travel expenses, non-routine photocopying in excess of 50 pages, disk or tape duplication, and costs of secure data storage.

Payment. GSI reserves the right, in its discretion, to invoice Client on a bi-monthly basis for all fees and expenses incurred in connection with the Services provided to Client. All outstanding balances billed by GSI to Client are due on receipt and are overdue if not paid within 30 days of the date of the bill. If Client fails to comply with its payment obligations hereunder, GSI has full right to suspend any Services until Client pays all fees, expenses and interest due and payable to GSI under these terms. In the event that Client fails to pay invoices from GSI in accordance with this Section, GSI and Client acknowledge and agree that GSI shall have the right to send any and all information obtained from Client or obtained as a result of the Services provided to Client, whether otherwise considered confidential or proprietary, to its attorneys, advisors, or collection agencies in order to pursue the collection of any unpaid invoice.

Retainer. For each SOW, Client shall deposit with and maintain with GSI a retainer equal to 33% of the estimated amount of the proposed Statement of Work, or $5000, whichever is greater. If the Services for any SOW extend beyond a single billing cycle, Client will pay for such Services as incurred (in accordance with Section 3, above), and the retainer will be applied towards the final billing. To the extent such retainer becomes depleted, Client agrees to promptly replenish such funds. Such retainers shall bear no interest. The retainer for any SOW is refundable, subject to an initial case administration fee set forth in the Rate Sheet, to the extent that Services provided to Client do not result in charges equaling or exceeding the retainer for such SOW.

Retention of Evidence; Intellectual Property Ownership. All work products, other than Intellectual Property (as defined below), developed by GSI specifically for Client in connection with GSI's performance of the Services, including all original copies of electronic data evidence, including EnCase® evidence files, shall be deemed to be the property of Client and shall be promptly delivered to Client at Client's request or at the latest, upon any termination and/or cessation of Services, at which time Client shall be solely responsible for the retention of any such evidence as required by law. Client acknowledges and agrees that GSI shall retain all ownership and title in any Intellectual Property developed prior to or in the course of providing Services to Client. For purposes of this Attachment, "Intellectual Property" shall be defined as including but not limited to computer programs, source codes, ideas, trade secrets, processes, including any specified processes for the handling of electronic evidence, "hash value" libraries and/or any other concept, compilation or process eligible for federal copyright or patent protection.

Confidentiality. Client and GSI each agree to retain in confidence the non-public terms and all other non-public information and know-how disclosed or that becomes known as a result of activities pursuant to this relationship which is either designated as proprietary and/or confidential, or by the nature of the circumstances surrounding disclosure, should reasonably be understood to be confidential ("Confidential Information"). Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees and contractors as is reasonably required under this Attachment. Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known; (ii) discovered or created by the receiving party without reference to the Confidential Information of the disclosing party, as shown in records of receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law, court order, or, in the opinion of GSI, may constitute child pornography. However, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives or any court of competent jurisdiction or any other party empowered hereunder as reasonably required to resolve any dispute between the parties hereto.

Legal Work Product. In the case of any Services performed in the course of or in the anticipation of any legal action, Client agrees that at Client's request GSI shall take instructions with regard to the Services from Client's attorney and shall work through such attorney in performing all Services. In the event that Client is a law firm or attorney and has engaged GSI to perform Services on behalf of a third party client, GSI shall take instructions with regard to the Services from Client and shall work through Client in performing all such Services. For avoidance of doubt, with respect to the foregoing, Client retains final decision-making authority in regard to the Services. Subject to the intellectual property ownership provision of this Attachment, all work product resulting from such Services as directed by Client's legal counsel, including reports, EnCase evidence files and other data compilations shall be considered the attorney work product of Client and Client's counsel. Client agrees that GSI shall have a right to notify law enforcement and terminate the Services, during the performance of the Services, (i) GSI observes information that, in the opinion of GSI, may constitute child pornography, or (ii) GSI, in the exercise of its discretion, believes that its continued performance of the Services will commit or aid and abet any crime.

Warranty and Remedies. GSI warrants that it will perform the Services with professional thoroughness and competence. No other warranty or representation, whether express or implied, is created by this Attachment or in connection with the Services. Client represents and warrants that all actions by GSI undertaken upon the instructions of Client, either as set forth in a SOW or as subsequently communicated to GSI (including, without limitation, the Services), are and will be in compliance with applicable law, and do not and shall not constitute tortious actions. If the Services involve or contemplate the collection of any data within the European Union (or any territory outside the United States of America), Client represents and warrants that it has the legal right to collect (or have GSI collect) such data. In addition, if the Services involve or contemplate the transfer of data from the European Union to the United States of America (or a third country) Client represents and warrants that it has the legal right to transfer (or have GSI transfer) such data. GSI's sole liability, and Client's sole remedy, in connection with this Attachment shall be limited to having GSI bear the reasonable cost of re-performing (or, at GSI's option, having re-performed) any Services that do not meet the above warranty. Such remedy shall be available only in the event that Client reports in writing any breach of GSI's warranty within sixty (60) days of such breach, and provides documentation of such breach.

During the performance of the Services, if GSI, in its discretion, discovers evidence of the planning of a future crime, it shall immediately notify Client of such evidence and have a right to discontinue performance of Services without liability or penalty. GSI's termination of any Services shall not relieve it of its obligation not to disclose Client's Attorney Work Product or Confidential Information.

PRODUCT SPECIFIC LICENSE TERMS FOR ENCASE®

Definitions
PROGRAM or "V5" is defined as the computer program "EnCase" including the software in executable form only and the single dongle hardware key with which these terms are included or remotely re-programmed by Contractor through COMPANY, and any updates or maintenance releases thereto that COMPANY may provide to you. "You" is defined as an Ordering Activity. COMPANY is defined as Guidance Software, Inc., a California Corporation.

Contractor grants the following Non-Exclusive License

Authorized Use. You are granted a limited non-exclusive license to use a copy of the PROGRAM on the computer(s) used by a single individual. By your use of the PROGRAM pursuant to these terms, you recognize and acknowledge COMPANY's proprietary rights in the PROGRAM. You may not distribute the PROGRAM, including any demonstration version of the PROGRAM, to third parties without the written authorization from COMPANY. You may copy the "encase.exe", "en.exe", and "linen" executables to create and verify EnCase® evidence files, but you may not make or distribute copies of such executables, or copies, including demonstration versions, of the PROGRAM, for use in conjunction with any third party software, except for incorporating the above files into bootable CDs for the purpose of creating EnCase® image files from a Linux OS. You may make additional backup copies of the PROGRAM for your own use, as long as only one copy may be used at any one time. No copies or duplicates of the dongle hardware key may be made.

Restrictions. You may not copy the printed materials, if any, accompanying the PROGRAM, or print multiple copies of any user documentation. Applicable copyright laws protect the PROGRAM in its entirety. The PROGRAM also contains COMPANY trade secrets, and thus you may not decompile, reverse engineer, disassemble, or otherwise reduce the PROGRAM to human-perceivable form or disable any functionality that limits the use of the PROGRAM. You may not modify, adapt, translate, rent, sublicense, assign, loan, resell for profit, distribute, or network the PROGRAM, disk, or related materials or create derivative works based upon the PROGRAM or any part thereof. You may not publicly display the PROGRAM or provide technical training or instruction for monetary compensation or other consideration in any form. Your license is automatically terminated if you take any of the actions prohibited by the paragraph.

Transfer. You may not transfer the PROGRAM to a third party, or sell the computer on which the PROGRAM is installed to a third party, without written consent from COMPANY and written acceptance of these terms by the transferee. If you transfer the PROGRAM with the written consent of COMPANY, you must transfer all computer programs and documentation and erase any copies residing on computer equipment. Your license is automatically terminated if you transfer the PROGRAM without the written consent of COMPANY. You are to ensure that the PROGRAM is not made available in any form to anyone not subject to these terms. A transfer fee of $150 will be charged to transfer the PROGRAM (not applicable to transfers associated with orders from VARs, distributors, or resellers or intra-company transfers).

Title. At all times, full title and ownership of the PROGRAM shall remain with COMPANY. You are granted a non-exclusive license to utilize the PROGRAM subject to the terms of this Attachment A.

There are five separate levels of support available: (1) Support for the Law Enforcement/Government Edition of the PROGRAM, (2) Support for the Corporate Edition of the PROGRAM, (3) Support for the Corporate Deluxe Edition of the PROGRAM; (4) Premium License Support Program ("PLSP"), annual payment option, which is available to law enforcement and government as well as any pre-existing commercial PLSP customers who have purchased an upgrade to a previous version of EnCase®. and (5) PLSP, three-year payment option, which is available to law enforcement and government as well as any preexisting commercial PLSP customers who have purchased an upgrade to a previous version of EnCase®.. The five separate levels of support have the following terms:

Support for the Law Enforcement/Government Edition of the PROGRAM
As part of your license of the PROGRAM, you will receive one year of telephone and email support only in accordance with COMPANY's standard telephone and email support policies, and you are entitled to receive updates (e.g., version 5.01 to version 5.05), if any, of version 5 of the PROGRAM only for one (1) year from the date of purchase. Support will begin upon the effective date of the license, which is defined as the date the PROGRAM is licensed to you. After the initial year of support, you may elect to continue your support for additional periods of time for a separate fee. Such continued support will include during the applicable time period only: (i) telephone and email support, and (ii) updates (e.g., version 5.01 to version 5.02), if any, of version 5 of the PROGRAM.

Support for the Corporate Edition of the PROGRAM
As part of your license of the PROGRAM, you purchased one, two, or three years of support. For the applicable time period purchased, you will receive: (i) telephone and email support, (ii) updates (e.g., version 5.01 to version 5.05), if any, of version 5 of the PROGRAM, and (iii) any major releases of the PROGRAM (e.g., version 5 to version 6), and subsequent updates, if any, of such release, during such applicable time period. Support will begin upon the effective date of this license, which is defined as the date the PROGRAM is licensed to you. After the initial period of support that you purchased, you may elect to continue your support for additional periods of time for a separate fee.

Support for the Corporate Deluxe Edition of the PROGRAM
As part of your license of the PROGRAM, you licensed EnCase® Virtual File System, EnCase® Physical Disk Emulator, and EnCase® Decryption Suite, and you purchased one, two, or three years of support. In addition, you will receive FastBloc® Software Edition and EnCase® CD/DVD Module upon public release of such product by COMPANY. For the applicable time period purchased, you will receive: (i) telephone

and email support, (ii) updates (e.g., version 5.01 to version 5.05), if any, of version 5 of the PROGRAM, (iii) any updates to EnCase® Virtual File System, EnCase® Physical Disk Emulator, and/or EnCase® Decryption Suite, and (iv) any major releases of the PROGRAM (e.g., version 5 to version 6), and subsequent updates, if any, of such release, during such applicable time period. Support will begin upon the effective date of this license, which is defined as the date the PROGRAM is licensed to you. After the initial period of support that you purchased, you may elect to continue your support for additional periods of time for a separate fee.

Premium License Support Program, Annual Payment Option
PLSP is available to law enforcement and government agencies, as well as any pre-existing commercial PLSP customers who have purchased an upgrade to a previous version of EnCase®. If you purchased PLSP, annual payment option, you have agreed to pay for three years of PLSP with three annual payments: the first annual fee upon purchase, the second annual fee on the first anniversary of your purchase, and the third annual fee on the second anniversary of your purchase. PLSP includes, for the entire three-year term, the "Support for the Law Enforcement/Government Edition of the PROGRAM" described above, as well as (i) any major releases of the PROGRAM (e.g., version 5 to version 6), and subsequent updates, if any, of such release, (ii) FastBloc® Software Edition and EnCase® CD/DVD Module (upon public release of such product by COMPANY), and (iii) any updates to
EnCase® Forensic Edition Modules (e.g., EnCase® Virtual File System, EnCase® Physical Disk Emulator, or EnCase® Decryption Suite).

Premium License Support Program, Three-Year Payment Option
PLSP is available to law enforcement and government agencies, as well as any pre-existing commercial PLSP customers who have purchased an upgrade to a previous version of EnCase®. If you purchased PLSP, three-year payment option, you have agreed to pay for three years of PLSP with one annual payment upon purchase. The features of PLSP are as described above.

EnScript® Macros WARNING
EnScript® Macros are executable files and thus should be treated with the same caution as any other executable file received from a third party over the Internet or by other means. Like other executable files, it is possible to intentionally write EnScript® Macros with malicious code or to imbed viruses within the code of an EnScript® Macro. It is thus imperative that you identify and trust the source from which you receive an EnScript® Macro. As with any other file, EnScript® Macros received from third parties should be screened for viruses.

Disclaimer of Warranties
EXCEPT AS PROVIDED ABOVE, THIS PROGRAM AND ANY RELATED SERVICES ARE PROVIDED AS-IS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER REPRESENTATION AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM,DISKETTE, RELATED MATERIALS AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, TITLE OR THEIR NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE PROGRAM IS FREE FROM BUGS, ERRORS, OR OTHER PROGRAM LIMITATIONS. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF PURCHASE OF THE PROGRAM. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOTAPPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS AS WELL, WHICH VARY FROM STATE TO STATE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

HANDYSOFT

HANDYSOFT LICENSE, WARRANTY AND SUPPORT TERMS

Grant of License. Subject to the terms and conditions of this Attachment A, Contractor hereby grants to Ordering Activity a non-exclusive, non-transferable license to make one production installation, one test installation, and one development installation of the software on any price list attached hereto (the "Software") on Ordering Activity's computer network, and to permit use of the Software subject to the restrictions in this Attachment A, and by a number of users which shall at no time exceed the number of users identified on a purchase order, all for internal purposes to execute Ordering Activity's own business processes. Ordering Activity may also make one (1) copy of the Software for back-up or archival purposes only. Any such copy must include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to Ordering Activity. No other rights in the Software are granted to Ordering Activity. In particular, Ordering Activity shall not distribute, lease, rent, assign, or otherwise transfer the Software. Ordering Activity shall not modify or create any derivative works based on the Software and shall not reverse engineer, disassemble, decompile or in any other manner decode or discover HandySoft's or its licensors' trade secrets in the Software except to the extent and for the specific purpose(s) expressly permitted by applicable law notwithstanding a contractual obligation to the contrary. Any third party software, whether included with or as a part of the Software, may be used only with the Software unless otherwise authorized in writing by the licensor.

Limited Warranty; Disclaimer. Contractor warrants that the Software will perform substantially in accordance with the accompanying user documentation for thirty (30) days after the date of delivery. If the Software does not perform in accordance with the foregoing warranty, Ordering Activity's remedy shall be repair or replacement of the Software at no additional charge. THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF, AND ORDERING ACTIVITY HEREBY WAIVES, ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, QUIET ENJOYMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE. ORDERING ACTIVITY EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, CONTRACTOR CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

Software Maintenance. In return for the First-Year Maintenance Fee, Contractor through HandySoft shall provide the software maintenance services described below during the one (1) year period immediately following the Effective Date. Thereafter, unless either Party gives written notice to the other, not less than ninety (90) days before the expiration of any one (1) year maintenance term, of its intention not to renew maintenance services, Contractor shall invoice Ordering Activity in accordance with the method specified below, and HandySoft's maintenance obligation shall be automatically renewed upon receipt by HandySoft of Ordering Activity's payment of such maintenance fee. Each order to Contractor shall state the price of software maintenance services for a period of one (1) year commencing on the invoice date. Upon expiration of the initial year of software maintenance services, Ordering Activity may choose to renew software maintenance services for the second year by paying an amount equal to the first-year maintenance services fee. HandySoft's software maintenance services are as follows:

Error Correction: If the Software does not function substantially in accordance with the applicable documentation, Contractor through HandySoft shall use commercially reasonable efforts to develop a reasonable work around or to repair or replace the Software, so that the Software functions substantially in accordance with the documentation.

Releases: HandySoft shall provide to Ordering Activity all point (e.g., 1.X) and version (e.g., Y.0) releases for the Software, and any accompanying documentation, to the extent that HandySoft makes such releases and/or documentation generally available to its other customers who are entitled to maintenance services.

Telephone and Email Consultation: Contractor through HandySoft shall provide telephone or email consultation to up to two (2) individuals designated by Ordering Activity and approved by HandySoft Monday through Friday (excluding holidays observed by HandySoft), from 9:00 am to 5:00 pm U.S. Eastern Time. Such consultation shall be limited to communication necessary for HandySoft to fulfill its obligations under Section 3.a. General information about the use of Software will be available from the Ordering Activity portal at HandySoft's Web site (www.handysoft.com) or through periodic "webinars," or seminars over the Web. Any additional consultation (or other services) requested by Ordering Activity will require the execution by Ordering Activity and Contractor of a separate Professional Services Agreement.

Use of Current Releases: Contractor through HandySoft shall provide the services described in Sections 3.a and 3.c only with respect to (i) the most recent version release (together with any point releases for the same version) of the Software that HandySoft has made generally available to HandySoft's other customers who are entitled to support, and (ii) the next most recent version release (together with any point releases for the same version) of the Software; however, despite the foregoing, Contractor through HandySoft agrees to provide the services described in Sections 3.a and 3.c for each version release (together with any point releases for the same version) for at least one (1) year after the date on which each version is released. HandySoft shall have no obligation hereunder to provide maintenance services with respect to any other version release for the Software.

Intellectual Property. The Software is subject to copyrights and other proprietary rights of HandySoft and its licensors. HandySoft and its licensors retains the exclusive right to reproduce, publish, distribute, modify, patent, copyright, sell, license and otherwise make use of the Software except as expressly set forth in this Attachment A. Ordering Activity shall keep each and every item to which HandySoft or any of its

licensors retain title free and clear of all claims, liens and encumbrances, and any act of Ordering Activity, voluntary or involuntary, purporting to create a claim, lien or encumbrance on the Software shall be void.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

HBGARY

HBGARY LICENSE, WARRANTY AND SUPPORT TERMS

GRANT OF SOFTWARE LICENSE.

Subject to the terms and conditions of this Attachment A and payment of the license fees (the "License Fees"), Contractor grants Ordering Activity, during the term for which Ordering Activity has paid the applicable License Fees the right on a non-exclusive, non-transferable, non-sublicensable basis and only as expressly permitted by this Attachment A:

a.   To use, for Ordering Activity's internal business purposes only, the Licensed Software in object code form on the number of processing units ("Seats") as set forth on a purchase order or otherwise use the Licensed Software as embedded in equipment provided by HBGary;

b.   To use the Licensed Software on any replacement for that processing unit(s);

c.   To use any related documentation (collectively with the Licensed Software and any hardware security devices, the "Licensed Materials"), provided that Ordering Activity may not copy the documentation;

d.   To make copies of the Licensed Software in only the amount necessary for backup or archival purposes, or to replace a defective copy; provided that Ordering Activity (i) has not more than two (2) total copies of the Licensed Software including the original media per Seat without Contractor's prior written consent, (ii) Ordering Activity operates no more than one copy of the Licensed Software per Seat, (iii) and Ordering Activity retains all copyright, trademark and other proprietary notices regarding the sole ownership of the intellectual property by HBGary in the Licensed Software, or any portion of it, and make no claims of any other party's ownership of the intellectual property of HBGary in the Licensed Software, or any portion of it, on the copy; and

e.   To maintain complete and accurate records regarding your use of the Licensed Materials and shall make such information immediately available to HBGary upon request.

LICENSE RESTRICTIONS.

All rights not expressly granted herein are reserved by Contractor, HBGary or its suppliers or licensors. Without limiting the foregoing, Ordering Activity agrees:

a.   Not to use, copy, alter or modify the Licensed Materials, in whole or in part, or commercially sell or license the Licensed Materials to unauthorized third parties, or claim ownership or authorship by Ordering Activity or by anyone else in contradiction to HBGary's sole ownership of the intellectual property in the Licensed Materials, except as expressly provided in this Attachment A;

b.   Not to remove any patent, copyright, or trademark notices of HBGary's sole ownership of the intellectual property in the Licensed Materials from the Licensed Materials;

c.   Not to transfer, assign or distribute the Licensed Materials;

d.   Not to, or authorize any third party to, decompile, disassemble, electronically transfer, or reverse engineer the Licensed Software, or to translate the Licensed Software into another computer language, or unbundle any embedded Licensed Software from any hardware, or otherwise attempt to gain access to the Licensed Software source code.;

e.   Not to use the Licensed Materials for purposes of providing services to any third party;

f.   Not to cause or permit the use of the Licensed Materials for any illegal or malicious purpose or to access any information not owned by Ordering Activity or for which Ordering Activity does not have express written permission from HBGary to access;

g.   Not to use the Licensed Materials on any networks or devices not owned or controlled by Ordering Activity, other than while using the Licensed Materials as intended and as expressly authorized in writing by Contractor;

h.   Not to disclose the results of the Licensed Materials performance benchmarks to any third party without Contractor's prior written consent;

i.   Not resell the Licensed Software or use the Licensed Software in a shared environment or service bureau format; and

j.   To use a USB hardware device ("HASP Key") or other hardware security device, if provided by Contractor or HBGary, as a security measure on any processing unit that has the Licensed Software installed on it during the entire operation of the Licensed Software.

MAINTENANCE AND UPDATES.

So long as Ordering Activity's License Fees are current, Updates, upgrades, bug fixes, and maintenance and support services, if any, will be provided by Contractor through HB Gary during the term of the license, pursuant to the HBGary Support terms, which will be provided upon request. The HBGary Support terms may be amended or modified as set forth therein. Except as specifically set forth in such Support terms, Contractor is under no obligation to provide any updates, upgrades, patches, bug fixes, modifications, enhancements, or maintenance or support services. Notwithstanding the foregoing, if you are provided or obtain any software or documentation of HBGary, which is not otherwise provided under a license, then use by Ordering Activity of such materials shall be subject to the terms of herein.

LIMITED MEDIA WARRANTY

If the Licensed Software has been delivered on physical media, Contractor warrants the media to be free from material physical defects for a period of ninety (90) days after delivery. If such a defect is found, return the media to HBGary for replacement or alternate delivery of the Licensed Software as Contractor may select.

EXCLUSION OF OTHER WARRANTIES

EXCEPT AS PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS". ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. Contractor does not warrant that any Product is error free or that Ordering Activity will be able to operate any Product without problems or interruptions. Contractor makes no warranty with respect to any failure of the Software to the extent caused by (1) modifications of Software by a party other than HBGary, without HBGary's prior written consent (2) use of the Software other than in accordance with this Attachment A, the addenda or the documentation (3) Software installed on any computer hardware or used with any operating system or software not specified in or meeting minimum requirements set forth in the documentation (4) any software version retired by HBGary (5) Ordering Activity's failure to implement refinements provided without charge to customer by Contractor (other than maintenance fees) (6) misuse or damage of the Software, or (7) equipment failure, or (8) acts of Nature.

REFINEMENTS IMPLEMENTATION AND ALTERATION

Ordering Activity acknowledges and agrees that (1) failure to implement all corrections or Refinements (as defined by HBGary's maintenance policy) supplied by Contractor through HBGary as part of maintenance (2) or any attempts by Ordering Activity to alter any Software without Contractor or HBGary's written consent or direction will be at Ordering Activity's sole risk and may render the Software unusable or nonconforming to the applicable documentation. In no event will Contractor have any obligation to support or maintain any altered Software or any Software for which Refinements have not been applied with a reasonable period of time after their release by HBGary.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

IBM

IBM LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Authorized Use" – the specified level at which the Government is authorized to execute or run the Program. That level may be measured by number of users, millions of service units ("MSUs"), Processor Value Units ("PVUs"), or other level of use specified by IBM.

"IBM" - International Business Machines Corporation or one of its subsidiaries.

"License Information" ("LI") – a document that provides information a Program. The Program's LI is available at http://www.ibm.com/software/sla. The LI can also be found in the Program's directory, by the use of a system command, or as a booklet included with the Program.

"Licensee" – An Ordering Activity

"Program" – the following, including the original and all whole or partial copies; 1) machine readable instructions and data, 2) components, files, and modules, 3) audio-visual content (such as images, text, recordings, or pictures), and 4) related licensed materials (such as keys, and documentation).

"Proof of Entitlement" – evidence of the Licensee's Authorized Use. The PoE is also evidence of Licensee's eligibility for warranty, future update prices, if any, and potential special or promotional opportunities. If Contractor or IBM does not provide the Licensee with a PoE, then IBM may accept as the PoE the original paid sales receipt or other sales record from the party from whom the Program was obtained, provided that it specifies the Program name and Authorized Use obtained.

"Warranty Period" – one year, starting on the date the original Licensee is granted the license.

LICENSE GRANT
The Program is owned by IBM or an IBM supplier, and is copyrighted and licensed, not sold.

Use of the Program:

Contractor grants to the Government a nonexclusive license to:

1) Use the Program up to the Authorized Use specified in the PoE and

2) Make and install copies to support such Authorized Use specified in the PoE, and

3) Make a backup copy, all provided that:

    a. The Government has lawfully obtained the Program and complies with the terms as stated herein.

    b. the backup copy does not execute unless the backed-up Program cannot execute;

    c. the Government reproduces all copyright notices and other legends of ownership on each copy, or partial copy of the Program.

    d. The Government ensures that anyone who uses the Program (accessed either locally or remotely) does so only on the Government's behalf and complies with the terms stated herein.

    e. The Government does not 1) use, copy, modify, or distribute the Program except as expressly permitted in this contract; 2) reverse assemble, reverse compile, or otherwise translate, or reverse engineer the Program except as expressly permitted by law without the possibility of contractual waiver, 3) use any of the Program's components, files, modules, audio-visual content, or related licensed materials separately from that Program; or 4) sublicense, rent, or lease the Program and

    f. If Licensee obtains this Program as a Supporting Program, Licensee uses this Program only to support the Principal Program and subject to any limitations in the license to the Principal Program, or if Licensee obtains this Program as Principal Program, Licensee uses all Supporting Programs only to support this Program, and subject to any limitations in this Attachment A. For purposes of this Item f. a "Supporting Program" is a Program that is part of another IBM Program ("Principal Program") and identified as a Supporting Program in the Principal Program's LI. (To obtain a separate license to a Supporting Program without these restrictions, the Government should contact IBM or the party from whom the Government obtained the Supporting Program.) This license applies to each copy of the Program that the Government makes.

TRADE-UPS, UPDATES, FIXES, AND PATCHES

Trade-ups
If the Program is replaced by a trade-up Program, the replaced Program's license is promptly terminated.

Updates, Fixes, and Patches
When the Government receives an update, fix, or patch to a Program, the Government accepts any additional or different terms that are applicable to such update, fix, or patch that are specified in its LI. If no additional or different terms are provided, then the update, fix, or patch is subject solely to the terms stated herein. If the Program is replaced by an update, the Government agrees to promptly discontinue use of the replaced Program.

FIXED TERM LICENSES
If IBM licenses the Program for a fixed term, the Government's license is terminated at the end of the fixed term unless the Government provides a funded delivery order to renew it.

WARRANTY
Contractor warrants that the Program when used in its specified operating environment will conform to its specifications. The Program's specifications, and specified operating environment information, can be found in documentation accompanying the Program (such as a read-me file) or other information published by IBM (such as an announcement letter). The warranty applies only to the unmodified portion of the Program. Contractor does not warrant uninterrupted or error-free operation of the Program or that Contractor will correct all Program defects.

The Government is responsible for the results obtained from the use of the Program.

During the Warranty Period Contractor through IBM provides the Government with access to IBM databases containing information on known Program defects, defect corrections, restrictions, and bypasses at no additional charge. Consult the IBM Software Support Handbook for further information at http://www.ibm.com/software/support.

If the Program does not function as warranted during the Warranty Period and the problem cannot be resolved with information available in the IBM databases, the Government may return the Program and its POE to IBM or Contractor, and receive a refund of the amount the Government paid. After returning the Program, the Government's license terminates. If the Government downloaded the Program, the Government should contact Contractor or IBM, or Contractor for instructions on how to obtain the refund.

EXCLUSIONS
THESE WARRANTIES ARE THE GOVERNMENT'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

LICENSEE DATA AND DATABASES
To assist the Government in isolating the cause of a problem with the Program, Contractor through IBM may request that the Government 1) allow IBM to remotely access the Government's system or 2) send the Government's information or system data to IBM. However, Contractor through IBM is not obligated to provide such assistance unless, Contractor and the Government enter a separate written agreement under which Contractor through IBM agrees to provide to the Government that type of technical support which is beyond Contractor's warranty obligations in this contract. In any event, IBM uses information about errors and problems to improve its products and services, and assist with its provision of related support offerings. For these purposes, IBM may use IBM entities and subcontractors (including in one or more countries other than the one in which Licensee is located), and Licensee authorizes IBM to do so.

The Government remains responsible for 1) any data and the content of any database the Government makes available to IBM, 2) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally-identifiable data), and 3) backup and recovery of any database and any stored data.

The Government will not send or provide Contractor or IBM access to any personally-identifiable information, whether in data or any other form.

THIRD PARTY NOTICES
The Program may include third party code that Contractor, not the third party, licenses to the Government under this contract. Notices, if any, for the third party code ("Third Party Notices") are included for the Government's information only. These notices can be found in the Program's NOTICES file(s). Information on how to obtain source code for certain third party code can be found in the Third Party Notices. If in the Third Party Notices Contractor through IBM identifies third party code as "Modifiable Third Party Code", Contractor authorizes the government to 1) modify the Modifiable Third Party Code and 2) reverse engineer the Program modules that directly interface with the Modifiable Third Party Code provided that it is only for the purpose of debugging the Government's modifications to such third party code. Contractor's service and support obligations, if any, apply only to the unmodified Program.

ACQUISITION OF SOFTWARE MAINTENANCE
These terms and conditions govern the acquisition of Software Maintenance (SWM), which may also be referred to as Software Subscription and Support (S&S). Software Maintenance is available when purchasing IPLA Software licenses outside of Passport Advantage. Contractor through IBM will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

For new license purchases, Software Maintenance is one year, or the period IBM specifies in the Proof of Entitlement which accompanies new license purchases, or other document provided to the Government, beginning on the date of acquisition and ending on the same day of the corresponding month of the following year.

IBM'S SOFTWARE MAINTENANCE INCLUDES:

The Government agrees:
1. To acquire Software Maintenance at the same authorized level of use as the Program for which you are acquiring it, as well as all copies of the Program at the same location. This includes Programs that the Government already acquired and those that you may acquire subsequently.

2. To be responsible for the results obtained from the use of the Software Maintenance;

3. To remain responsible for adequately protecting your system and all data contained in it whenever Contractor through IBM remotely accesses it with your permission to assist you in isolating the software problem cause;

4. To provide sufficient, free, and safe access to the Government's facility for the fulfillment of IBM's obligations.

5. To have specified equipment or programs installed at your location if Software Maintenance is provided through a telecommunications link, and

6. Not to assign, or otherwise transfer the Government's rights stated herein, or delegate its obligations, without prior written consent. Any attempt to do so is void.

Software Maintenance Transferability:
The Government may transfer their Software Maintenance only to a location that is within its agency or department provided that 1) the applicable Program is transferable and is transferred in accordance with its license terms and 2) the entity receiving the Program agrees to the terms herein. Transferring between military departments requires prior written consent from IBM.

Termination:
The Government may terminate the Support by providing Contractor one month written notice. Such notice should be provided to Contractor for termination at the end of the Government's fiscal year/anniversary date for the renewal, but failure to give notice shall not be deemed as obligating the succeeding fiscal year's funds. If not terminated, a delivery order must be issued effective the first day of the succeeding fiscal year or contract year to ensure there is no lapse in time subjecting the Government to a Software Maintenance After License Charge.

Withdrawal:
Contractor through IBM may withdraw Software Maintenance for a Program by publishing a notification of withdrawal at www.ibm.com/software/supportlifecycle not less than 12 months prior to its effective date. If IBM withdraws Software Maintenance for which the Government has provided payment and IBM has not yet fully provided Software Maintenance to you, IBM will either continue to provide Software Maintenance until the end of the current Support Period or give you a prorated refund.

Warranty:
Contractor warrants that Software Maintenance will be provided using reasonable care and skill and according to its current description. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which we are not responsible.

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor does not warrant uninterrupted or error-free provision of Software Maintenance.

Charges: One-Time-Charge with options to renew on the yearly anniversary date. Support
Charges may vary, depending on, for example, the machine (type/model), the Program selected,
or group of Programs.

Programs running on IBM distributed platforms (e.g., IBM Power Systems), IBM System i, IBM System p, or IBM System x or equivalent.

Contractor will provide software maintenance support, as described below, for those Eligible Programs for which you are licensed and for which you order this Service.

General:
1. Contractor through IBM makes available to you the most current commercially available version, release or update to all of the Eligible Programs for which you acquire Software Subscription and Support, should any be made available. The Government's right to upgrade to a new version, release or update may be exercised during the Software Maintenance Period and expires at the end of the Period if Software Maintenance is not renewed. Information on ordering
versions, releases, or updates can be found at:

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http://www-05.ibm.com/servers/eserver/ess/OpenServlet.wss and selecting the Entitled Software Update ("EUS") screen tab.

2. Contractor through IBM provides you with assistance for your a) routine, short duration installation and usage (how-to) questions and b) code defect related questions.

3. Contractor through IBM provides assistance via telephone and, if available, electronic access, only to your information systems (IS) technical support personnel during normal business hours (normal business hours are 8 a.m. to 5 p.m. in the local time zone where you receive this Service, Monday through Friday, excluding national holidays). This assistance is not available to your end users. IBM provides Severity 1 assistance 24 hours a day, every day of the year. Consult the IBM Software Support Guide, which may be found at www.14.software.ibm.com/webapp/set2/sas/f/handbook/home.html for details. A 24x7 (every day of the year) all severity option is available at extra charge. During normal business hours, IBM's response time objective is two hours for voice and electronic problem submissions. For voice problem submissions during other than normal business hours, IBM's response time objective for critical problems (Severity 1) is two hours and if you select the 24x7 all severity option, four hours for non-critical problems. For electronic problem submissions during other than normal business hours, IBM's response time objective is within two hours of the start of normal business hours on the next business day. IBM's initial response (either voice or electronic) may result in resolution of your problem or it will form the basis for determining what additional actions may be required to achieve technical resolution of your problem. IBM is not responsible for delays in electronic response delivery caused by systems and network problems.

4. In some instances, Contractor through IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You will remain responsible for adequately protecting your system and all data contained therein whenever we remotely access it with your permission.

5. This Service does not include assistance for a) the design and development of applications, b) your use of Programs in other than their specified operating environment, or c) failures caused by products for which IBM is not responsible under this Service.

6. The initial Support Period begins on the date that Contractor through IBM makes the Program available to you. If the Program is part of an iSeries grouped offering, then the Initial Support Period duration will be adjusted so that the expiration coincides with that of the other Programs in the group. In such event, the Initial Support Period may be less than one year.

7. This Service is provided by United States personnel solely for servers that are located within the United States. For calls that originate from outside of the United States: 1) toll free telephone access is not available, 2) "8:00 a.m. to 5:00 p.m. in the local time zone" is defined as the time zone where your designated Point of Contact resides, Monday through Friday (excluding national holidays), 3) replies or other return communication to the caller will be via electronic means only, 4) software "traps" or other tools that may be necessary to diagnose problems will be sent only to the United States server location, and 5) the diagnosis and repair of data encryption will be discussed only with personnel at the United States server location.

Eligible Programs: Licensed programs for which this Service is available are listed at http://www.ibm.com/services/sl/swm/ or may be obtained from your IBM marketing representative. The listing of Eligible Programs contains the last date of service for each respective release of licensed programs. IBM will support only current releases. It is your responsibility to insure that, when calling in for service, your software is current.

Software Maintenance After License Fee: The Software Maintenance After License fee is a onetime charge to resume Software Maintenance if you a) did not renew this Service prior to the end of the then current support period or b) terminated this Service. The new support period in such an instance begins on the date that IBM accepts your order.

Software Maintenance for Programs running in the System z environment or equivalent:
1. Eligible Programs: Licensed Programs for which Support and Subscription is available are listed at www.ibm.com/servers/eserver/zseries/library/swpriceinfo/ Click on Exhibits: Subscription and Support.

2. Support Period: One year. When you order Support and Subscription (S&S) with a Program, the initial Support Period begins on the date that IBM makes the Program available to you. If you terminate S&S, IBM does not issue credit for the unused portion of a Support Period. Subsequent Support Periods begin on the day following the end of the preceding Support Period.

3. Anniversary Adjustment: When you acquire S&S initially or resume it, or prior to the end of the then current Support Period for renewals, you may request that the Support Period duration be adjusted to end at a month of your choice. If you do not choose a date, IBM will inform you of the end date. The Support Charge will be pro-rated accordingly.

4. Support and Subscription: For the unmodified portion of a Program, and to the extent problems can be recreated in the Specified Operating Environment, includes:

        a. Code Corrections: code to correct reported, substantial deviations from the Program's then applicable Specifications;

        b. Fixes: existing Code Corrections, restrictions or known bypasses for reported problems;

        c. Program Updates: periodic releases of collections of Code Corrections, Fixes, functional enhancements (including modifications to accommodate applicable statutory or regulatory changes) and new versions and releases to the Program and documentation.

d. Technical Assistance: a reasonable amount of remote assistance via telephone, mail, facsimile (fax) or e-mail to address suspected Program defects. Technical assistance is available from the IBM support center. Additional details regarding Technical Assistance, including IBM contact information, are provided in the Software Support Handbook at www.software.ibm.com/webapp/sas/f/handbook/home.html

e. S&S does not include assistance for 1) design and development of applications, 2) Customer's use of Programs in other than their specified operating environment, or 3) failures caused by products for which IBM is not responsible for under these terms.

f. Resumption Fee: Equal to the total of all Support charges that you would have paid during the lapse interval (i) had you not declined S&S at the time you acquired the license for a Program and now wish to acquire S&S or (ii) if you wish to resume S&S that you had previously terminated. A Support Period in such an instance begins on the date that IBM accepts your order.

g. Support Upgrade: If you upgrade S&S due to an increase in the level of use of a license, any increase to the Support Charge will be pro-rated to the next anniversary.

Renewal: IBM will renew expiring software maintenance provided a funded delivery order is received by the end of the Support Period. Subsequent Support Periods begin on the day following the end of the preceding Support Period.

PASSPORT ADVANTAGE
Under these IBM Passport Advantage terms and conditions (called "PA terms"), Contractor through IBM provides the Government a way to obtain authorizations to use, update and support selected Programs obtained from IBM. The terms and conditions stated herein for Passport Advantage will prevail in lieu of any other terms and conditions included in the documentation provided by IBM when the Government enrolls in Passport Advantage. Products eligible under Passport Advantage include commercially available IBM Programs, Support for specified IBM Programs licensed under the terms of the IBM License for Non-Warranted Programs ("Selected Support"), authorizations to increase your use of a Program, IBM Trade-ups, Competitive Trade-ups, annual IBM Software Maintenance renewals, and IBM Software Maintenance Reinstatement, and Selected Support renewals. Selected products available under the commercial Passport Advantage Agreement are included under Contractor's GSA Schedule and are hereinafter referred to as "Eligible Products". A listing of these Eligible Products are available at IBM's GSA website.

The Originating U.S. Government customer (defined as an agency or affiliated entity of the U.S. Government) and Contractor agree to coordinate the administration of these PA terms within their respective organizations. These PA terms are effective on the date Contractor accepts your initial Delivery Order for Eligible Products and remains in effect until the Originating U.S. Government customer or IBM terminates it in accordance with the Section entitled "Termination."

If Contractor through IBM withdraws an Eligible Product from marketing, the Government will no longer be able to obtain it under this GSA Schedule. If IBM withdraws a Program or a version of a Program from marketing, you may not increase its level of use beyond the authorizations already acquired on or after the effective date of withdrawal without IBM's prior written consent, which IBM will not unreasonably withhold.

The Passport Product "Anniversary" for the Government is October 1 of each fiscal year, or the Government's existing "Anniversary", unless a different date is mutually agreed to in writing.

A "Term" is the period that begins on the date Contractor accepts the Government's order (in the case of the initial Term) or on the Anniversary (in the case of subsequent Terms), and ends on the day immediately prior to the next Anniversary.

The terms of Passport Advantage, this Attachment A any applicable attachments, and any associated documents, i.e., Enrollment Form, Proofs of Entitlement and invoice (called "Associated Documents") are the complete agreement regarding transactions, and replace any oral or written communications between us concerning Passport Advantage.

Eligible Products
Eligible Products are for use within the Government's Site and may not be resold, rented, leased, or transferred to third parties. Any attempt to do so in violation of these provisions is void. In addition, such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties. If, as a result of the Government moving an Eligible Product across border, any authority imposes a duty, tax, levy or fee (including withholding taxes, fees, customs or other duties for the import and export of any such Eligible Product), then you agree that the Government is responsible for, and will pay, any such duty, taxes, levy or other fees. This excludes those taxes based on IBM's net income.

IBM Programs

Proof of Entitlement: Contractor through IBM specifies a Program's authorized use in a Proof of Entitlement (called "PoE"). Examples of the measure of the level of authorize use include but are not limited to the number of copies, processors, or users. This PoE, supported by your matching invoice or receipt, is evidence of your level of authorized use. Notwithstanding anything to the contrary in the Proof of Entitlement document, the terms and conditions of this GSA Schedule apply in lieu of the International Passport Advantage Agreement referenced in the PoE.

Versions and Platforms: You may use Programs and their associated user documentation in any commercially available national language version up to the level of use authorized in the PoE. You are authorized to use the Program(s) that you obtain under these terms on any

platform or operating system for which IBM currently makes Program code available under Passport Advantage unless the Program is designated as platform or operating system specific at the time you obtain it.

IBM Trade-ups: Licenses for certain Programs that replace qualifying IBM Programs may be obtained for a reduced charge. You agree to terminate your use of the replaced IBM Programs when you install the replacement Programs.

Competitive Trade-ups: Licenses for certain Programs that replace qualifying Non-IBM Programs (see Subsection 2. Non-IBM Programs below) may be obtained for a reduced charge. You agree to terminate your use of the replaced Non-IBM Programs when you install the replacement Programs.

License: IBM Programs obtained under these PA terms are governed by the license terms stated above in this Attachment A. If there is a conflict between the Passport Advantage terms and the license terms, including the Program's License Information (LI) document, the terms of Passport Advantage stated herein will prevail. Each IBM Program Agreement LI is available from Contractor through IBM.

Non-IBM Program License: A Non-IBM Program is governed by the terms of the third party end user license agreement that accompanies it. If there is a conflict between the terms of Passport Advantage and those of the third party end user license agreement, the terms herein prevail. Contractor is not a party to the third party end user license agreement and assumes no obligations under it.

Software Subscription and Support and Selected Support

(a) Software Subscription and Support

Contractor through IBM provides software subscription and support ("IBM Software Subscription and Support") with each IBM Program licensed under the terms herein. IBM does not provide IBM Software Subscription and Support for Non-IBM Programs or for Programs that are licensed under the IBM License Agreement for Non-Warranted Programs (together "Selected Programs"). Third parties may provide software subscription and support ("Third Party Software Subscription and Support") if any, with Non-IBM Program licenses under the third parties' terms.

IBM Software Subscription and Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

While IBM Software Subscription and Support is in effect for an IBM Program license:

(i) Contractor through IBM will make available to you and authorize you to use the most current commercially available version, release, or update should any be made available.

(ii) Contractor through IBM provides you assistance for your 1) routine, short-duration installation and usage (how to questions) and 2) code-related questions ("Support"). Such Support for a particular version or release of a Program is available only until IBM or the third party, as applicable, withdraws Support for the Program's version or release. When Support is withdrawn, the Government must upgrade to a supported version or release of the Program in order to continue to receive Support. The IBM "Software Support Lifecycle" policy is available at http://www-306.ibm.com/software/info/supportlifecycle/

(iii) Contractor through IBM provides assistance via telephone and, if available, electronic access only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. (This assistance is not available to your end users.) IBM provides Severity 1 assistance 24 hours a day, every day of the year.
Consult the IBM Software Support Handbook for details at ibm.com/software/support.

(iv) Contractor through IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained in it whenever IBM remotely accesses it with your permission. IBM Software Subscription and Support does not include assistance for 1) the design and development of applications, 2) your use of IBM Programs in other than their specified operating environment, or 3) failures caused by products for which Contractor is not responsible under the PA terms.

(b) Selected Support
Selected Programs eligible for Selected Support are listed at: www.ibm.com/lotus/PASelectedSupportPrograms

Selected Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage needs on the last day of the month, 12 months from the acquisition date.

While Selected Support is in effect for a Selected Program:

(i) Contractor through IBM will make available to you Selected Program defect corrections, if any, that it develops.

(ii) Contractor through IBM provides you assistance for your 1) routine, short duration installation and usage (how to) questions; and 2) code related questions. Selected Support for a particular version or release of a Program is available only until IBM withdraws Selected Support for that Program's version, release or modification. When such Selected Support is withdrawn, you must upgrade to a supported version or

release of the Program in order to continue to receive such support. The IBM "Software Support Lifecycle" policy does not apply to Selected Support.

(iii) Contractor through IBM may provide you with assistance in designing and developing applications based on your subscription level.

(iv) Contractor through IBM may provide assistance via telephone and electronic access, depending on your location and the subscription level you acquire. Such assistance is provided only to your information systems (IS) technical support personnel during the normal business hours (published prime shift hours) of your IBM support center. Consult the IBM Software Support Handbook for details applicable to Selected Support at ibm.com/software/support.

(v) Contractor through IBM may request that you allow it to remotely access your system to assist you in isolating the software problem cause. You remain responsible for adequately protecting your system and all data contained n it whenever IBM remotely accesses it with your permission.

(vi) Contractor does not provide licenses under Passport Advantage for Selected Programs.

CONTRACTOR WARRANTS THAT IT PROVIDES IBM SOFTWARE SUBSCRIPTION AND SUPPORT AND SELECTED SUPPORT USING REASONABLE CARE AND SKILL. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Annual Renewal of Software Subscription and Support
Software Maintenance and Selected Support is renewable on a subscription basis as a onetime charge or a charge for a fixed term depending on the type of license on the yearly Anniversary date. IBM will renew expiring software maintenance for all of the Government's Program licenses to the next Anniversary if IBM receives a delivery order within 7 days after the Anniversary otherwise IBM's systems will automatically terminate the service. If the Government does not renew software subscription and support coverage for certain or all of your Program licenses and at a later date you wish to again obtain coverage for any of those Program licenses, the Government must obtain IBM Software Subscription and Support Reinstatement or Third Party Software Reinstatement, as applicable.

1. Software Subscription and Support or Selected Support obtained or renewed on the Anniversary is renewable for an additional coverage period of 12 full months.

2. Software Subscription and Support or Selected Support obtained on a date other than the Anniversary is renewable at the next Anniversary for an additional coverage period of less than 12 months for a pro-rated charge, thereby extending the coverage to the following Anniversary.

Withdrawal of software subscription and support or Selected Support for a particular Program.
If Contractor through IBM or the third party, as applicable, withdraws software subscription and support or Selected Support for particular Program, you understand that;

> a. Contractor will not make software subscription and support Selected Support renewal available for that Program; and

> b. If you renewed IBM Software Subscription and Support for that IBM Program license or Selected Support for a Selected Program license prior to the notice of withdraw, IBM, at its sole discretion, will either continue to provide IBM Software Subscription and Support or Selected Support to you for that Program license until the end of the then current coverage period or you may obtain a prorated refund or credit.

Fixed Term Licensing
As an option, IBM licenses certain Programs for a "Fixed Term". Contractor through IBM will specifically designate which Programs Fixed Term applies. "Fixed Term" means that the duration of the license is the limited term so designated by IBM in the Program's PoE, beginning:

> a. on the date that the Government's order is accepted by Contractor

> b. on the calendar day following the expiration of a prior Fixed Term; or

> c. on the calendar day following the Anniversary date, as applicable

Software Subscription and Support is included with each Fixed Term license and is in effect until the Fixed Term expires.

Fixed Term Renewal
Expiring Fixed Term licenses will be renewed by IBM provided a delivery order is received within 7 days after the expiration date.

If the Government chooses not to renew the Fixed Term License, you agree to discontinue use of the Program on the expiration date.

If, after the expiration date, the Government chooses to resume use of the Program, you must pay charges associated with an initial Fixed Term License rather than a Fixed Term License renewal.

Anniversary Coordination
For Fixed Terms of six months or more only, initial or subsequent Fixed terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a pro-rated renewal charge, in order to extend the Fixed Term to the following Anniversary.

Withdrawal of Fixed Term License for a particular Program
If IBM withdraws Fixed Term licensing for a particular Program, the Government understands that:

> a. the Government may not renew the Fixed Term License for that Program; and

> b. if the Government renewed the Fixed Term License for a Program prior to the notice of withdrawal, you will, at IBM's sole discretions, either (a) continue to use the Program under the Fixed Term licensing terms until the end of the then current Fixed Terms or (b) obtain a prorated refund.

Enterprise
An Enterprise is the US Government Agency or affiliated entity of the US Government Agency. The US Government Agency awarding a contract and subsequent Purchase Order under such contract is the legal entity that is authorized to execute and administer this contract.

Site
"Site" means any location of a U.S. Government Agency issuing to IBM a Delivery Order hereunder for the Agency's own internal use.

The U.S. Government Agency Site issuing a Purchase Order to IBM is defined as the "Originating Site".

Any Site, within the Agency that subsequently enrolls under Passport Advantage is defined as an "Additional Site".

Obtaining Eligible Products
To obtain additional authorizations to use Programs under Passport Advantage the Government must have already obtained the Program code. If an IBM Program license is for a fixed term that is subject to renewal, the Government may obtain a refund only if you return the Program and its PoE within the first 30 days of its initial term.

Mutual Responsibilities
Contractor and Government agree that, under these PA terms

A. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement;

B. Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. Both of us agree that for all electronic communications, an identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

C. Contractor grants the Government only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

Assignment and Transferability
Eligible Products the Government obtains under these PA terms may not be resold, rented, leased, or transferred to third parties. These licenses may only be transferred within a Site (refer to definition of Site above), unless otherwise agreed to by IBM. The transfer of the license rights and obligations outside of a Site terminates the Licensee's authorization to use the Program under the PoE. In addition, such Eligible Products may not be used to provide commercial hosting or other commercial information technology services to third parties.

Termination
Contractor through IBM may withdraw the Passport Advantage Offering thereby terminating these terms with the Government on three months written notice. If you renewed Software Maintenance for any Programs prior to the notice of termination, IBM at its sole discretion will either continue to provide Software Maintenance to you for those Programs until the end of the then current coverage period or give you a prorated refund or credit.

The Government may terminate Software Maintenance on one month's written notice. IBM does not give refunds or credits for charges already due or paid.

Either of us may terminate if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

Any terms stated herein which by their nature extend beyond its termination remain in effect until fulfilled and apply to respective successors and assignees.

PASSPORT ADVANTAGE SUB-CAPACITY LICENSING TERMS
The terms herein for Sub-Capacity Term govern the transaction when you obtain "Eligible Sub-Capacity Products" on an "Eligible Virtualization Environment."

Definitions

Audit Report Period – The period that begins on the first day in a calendar quarter and ends on the last day in the calendar quarter. Alternatively, if your fiscal year is different from the calendar year, you may choose to begin the period on the first day in your fiscal quarter and end on the last day in your fiscal quarter. This period may also be monthly or weekly depending on your requirements.

Audit Reports – A set of reports available in the IBM License Metric Tool ("ILMT"), or by another method acceptable to IBM as specified at http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html,These reports provide the Processor Value Unit ("PVU") license requirements based on the Virtualization Capacity available to the Eligible Sub-Capacity Product.

Eligible Sub-Capacity Product – A Product for which Sub-Capacity Licensing is available. See listing at http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html

Eligible Virtualization Environment – A server or a group of servers cooperating as a single computing entity that contain an Eligible Processor Technology, an Eligible Operating System Technology, and an Eligible Virtualization Technology;

Eligible Operating System Technology – An operating system for which Sub-Capacity Licensing is available. See listing at: http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html

Eligible Processor Technology – A processor technology for which Sub-Capacity Licensing is available. See listing at: http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html

Eligible Virtualization Technology – A virtualization technology for which Sub-Capacity Licensing is available. An Eligible Virtualization Technology is capable of restricting processor capacity to a subset of the total physical capacity, sometimes referred to as partition, LPAR, or virtual machine. See listing at: http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html

Full Capacity – The total number of physical processor cores activated and available for use by the Eligible Sub-Capacity Product(s) on a server.

Processor Chip – Electronic circuitry containing one or more Processor Cores that plugs into a Processor Socket.

Processor Core(s) – A physical functional unit within a computing device that interprets and executes program instructions and consists of at least one instruction control unit and one or more arithmetic and logic units. A multi-core technology allows two or more Processor Cores to be active on a single Processor Chip. A System z Integrated Facility for Linux (IFL) engine is considered a single Processor Core.

Processor Socket – Electronic circuitry that accepts a Processor Chip.

Processor Value Unit(s) – A metric used by IBM to assign a value to a Processor Core. The Processor Value Unit licensing model is described at: http://www.ibm.com/software/lotus/passportadvantage/pvu_licensing_for_customers.html

Service Provider – an entity that provides IT Services for end user customers, either directly or through a reseller.

Sub-Capacity Licensing – Licensing of Eligible Sub-Capacity Products based on Virtualization Capacity.

Virtualization Capacity – the highest peak processor capacity available to an Eligible Sub- Capacity Product when deployed on an Eligible Virtualization Environment. Rules for calculating the Virtualization Capacity for each Eligible Virtualization Environment can be found at http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html.

Authorizations
a. A Proof of Entitlement (PoE) must be acquired for the total number of PVUs associated with the Virtualization Capacity available to an Eligible Sub-Capacity Product.

b. Prior to an increase in an Eligible Sub-Capacity Product's Virtualization Capacity, you must first acquire additional authorizations, including Software Subscription and Support, if applicable.

c. IBM does not give credits or refunds for charges already due or paid if an Eligible Product's use falls below the authorized level of use.

Contractor's Responsibilities
Contractor through IBM will make available and authorize you to use:

a. the ILMT at no charge, when ordered by you. IBM provides the ILMT to you for your compliance with these Sub-Capacity Licensing terms; and

b. the Information Center included with the ILMT to aid your compliance with these Sub- Capacity Licensing terms.

You may make copies of the ILMT and Information Center for your compliance with these Sub-Capacity Licensing terms.

Your Responsibilities under Sub-Capacity Licensing Terms
You agree to:

a. install and configure the most current version of ILMT in accordance with the ILMT Information Center, within 90 days of your first Eligible Sub-Capacity Product deployment on an Eligible Virtualization Environment, to enable you to collect Virtualization Capacity data by Eligible Sub-Capacity Product and generate Audit Reports in accordance with these Sub-Capacity Licensing terms. Exceptions to this requirement are:

      1. when ILMT does not yet provide support for the Eligible Virtualization Environment

      2. if your Enterprise has fewer than 1,000 employees and contractors, you are not a Service Provider, and you have not contracted with a Service Provider to manage your Eligible Virtualization Environment

      3. if the total physical capacity of your Enterprise servers with an Eligible Virtualization Environment, measured on a Full Capacity basis, but licensed using sub-capacity terms is less than 1,000 PVUs.

      4. when your servers with Eligible Sub-Capacity Products are licensed to the Full Capacity of the servers

For these exceptions, use of ILMT, while recommended, is not required for Sub-Capacity Licensing. In lieu of ILMT, you are required to manually manage and track your Eligible Virtualization Environment, and manually prepare Audit Reports documenting the Virtualization Capacity by Eligible Sub-Capacity Product for your Eligible Virtualization Environment during each calendar or fiscal quarter. These Audit Reports must contain the information listed in the example Audit Report available at
http://www.ibm.com/software/lotus/passportadvantage/subcaplicensing.html

These Audit Reports must be prepared as frequently as is required to maintain a history of increases to Virtualization Capacity, but not less often than once per quarter, and must be maintained for at least two years to demonstrate ongoing compliance with these Sub-Capacity Licensing terms;

b. promptly install new versions, releases, modifications, or code corrections ("fixes") of the ILMT that IBM makes available. You will need to subscribe to Tivoli Support notifications via http://www.ibm.com/support/mynotifications in order to be notified when these become available;

c. generate, using ILMT or manually, Audit Reports at least each calendar or fiscal quarter and retain for a period of not less than two years the Audit Reports and make these reports available to IBM upon notice as specified in Attachment A. Failure to generate Audit Reports or make Audit Reports available to IBM will result in charging for Eligible Sub-Capacity Products under Full Capacity terms;

d. assign a person in your organization with authority to manage and promptly resolve any questions on Audit Reports or inconsistencies between Audit Report contents, license entitlement, or ILMT configuration;

e. promptly place an order with IBM or your IBM reseller if Audit Reports reflect Eligible Sub-Capacity Product use in excess of your authorized level. Software Subscription and Support coverage will be determined to begin at the time you exceeded your authorized level.

Additional Terms
Product deployments that are not able to meet these Sub-Capacity Licensing requirements must be licensed using Full Capacity term.

IBM SOFTWARE SECURE SUPPORT VIA U.S. CITIZENS

Service Description
IBM's Software Secure Support via U.S. Citizens covers IPLA software sold via Passport Advantage, and AIX Operating System programs Software Maintenance support. This offer complements the Government's prerequisite IBM base software support service by providing standard IBM software support exclusively by U.S. citizens who are located in the United States.
Your data analysis and call data will be contained in an isolated network within a facility that meets U.S. Government security specifications.

Passport Advantage Software Secure Support via US Citizen Terms
IBM Secure Support begins on the date of acquisition and ends on the last day of the corresponding month in the following year, unless the date of acquisition is the first day of the month, in which case coverage ends on the last day of the month, 12 months from the date of acquisition.

IBM Software Subscription and Support must stay in effect for the IBM Secure Support to be active. While IBM Secure Support is in effect:

IBM provides U.S. Citizen support via telephone, only to your information systems (IS) technical support personnel during the hours of 8 AM Eastern to 8 PM Eastern, Monday through Friday, but excluding U.S., location, IBM and public holidays. A Service Request will be created and placed in an incoming queue which is managed and handled by a U.S. citizen.

Service Requests that are submitted electronically through the web will not be secure and IBM cannot guarantee that a U.S. citizen will handle your electronic request. No sensitive data should be sent by the Customer via this electronic service request tool.

24x7 software support for business critical outages is available through a customer's standard support entitlement. Secure Support is only guaranteed during the hours of 8 AM to 8 PM Eastern, Monday through Friday, excluding U.S., location, IBM and public holidays.

If the Secure Support Facility is unable to take a call, the customer has the option of having their call handled by Passport Advantage (non-secure) support until the facility is back online.

Contractor through IBM provides you assistance for your 1) routine, short duration installation and usage (how to) questions; and 2) code related questions ("Support"). Secure Support for a particular version or release of a Program is available only until IBM withdraws Secure Support for that Program's version or release. The IBM "Software Support Lifecycle" policy is available at http://www-306.ibm.com/software/lotus/support/lifecycle/ When such Secure Support is withdrawn, you must upgrade to a supported version or release in order to continue to receive such support.

During the support handling process, Contractor through IBM U.S. citizen support staff may seek assistance from non-U.S. citizens in IBM development, however, customer data will not be released outside of the Secure Support Facility.

The Duty Manager will be a U.S. citizen who can assist in addressing an escalation that cannot be handled by the support staff.

Contractor through IBM will verify your Subscription and Support entitlement using its standard processes, such verification does not fall under this Secure Support services.

Charges
Contractor will charge the following uplift to the Passport Advantage product price or Passport Advantage software subscription and support price for this Software Secure Support service:

      License & SW Subscription & Subscription Support 2.2%

      Annual SW Subscription and Support renewal 11.0%

      Annual SW Subscription and Support Reinstatement 11.0%

      Trade Up License and SW Subscription and Support 2.2%

By providing Contractor with a funded delivery order, the Customer agrees to purchase IBM's Software Secure Support via U.S. Citizens for all current and future licenses for the contract period for the Customer's "Site" as defined by the Passport Advantage terms.

Without limiting any other rights or remedies that may be available to Contractor, Contractor through IBM may suspend work in the event payment of any invoice is not paid within thirty (30) days from the Customer's receipt of the invoice.

Withdrawal of IBM Secure Support via U.S. Citizens
If Contractor through IBM withdraws IBM Secure Support via U.S. Citizens, you understand that:

a. IBM will provide a minimum of 12 months notice for such a withdrawal;

b. IBM will not renew the next annual IBM Software Secure Support term; and

c. If you renewed IBM Software Secure Support via U.S. Citizens prior to the notice of withdrawal, IBM, at its sole discretion, will either continue to provide secured support to you for Software Product licenses until the end of the then current coverage period or you may obtain a prorated refund.

Contractor through IBM requires the following Primary Contact information be provided:
Name: _____
Title: _____
Division: _____
Phone: _____
Address: _____
E-mail address: _____

Secure Support via USA Citizens Terms for Software Maintenance for AIX Operating System One Time Charge Software
In addition to IBM Software Maintenance for AIX operating system terms, under the section in this Chapter titled "Acquisition of Software Maintenance", the Government may purchase IBM's Secure Support via USA Citizens feature, which provides standard IBM software support managed exclusively by USA Citizen who are located in the continental United States. Secure Support via USA Citizens is available via voice support only. Each time you call IBM, this feature will be turned on only after you identify yourself as a Secure Support via USA Citizens customer and IBM verifies your entitlement for this feature. When required by you, your data analysis and call data will be contained in an isolated network and supported by USA Citizens only.

Pricing for this offer may be found under the Software Maintenance pricelist.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INFOPRINT SOLUTIONS

INFOPRINT SOLUTIONS LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

Customer-set-up Machine is an InfoPrint Solutions Company Machine that Ordering Activity installs according to InfoPrint Solutions Company's instructions.

Date of Installation is the following:
1.   for an InfoPrint Solutions Company Machine that InfoPrint Solutions Company is responsible for installing, the business day after the day InfoPrint Solutions Company installs it or, if Ordering Activity defers installation, makes it available to Ordering Activity for subsequent installation by InfoPrint Solutions Company;
2.   for a Customer-set-up Machine and a non-InfoPrint Solutions Company Machine, the second business day after the Machine's standard transit allowance period; and
3.   for a Program --
a.   basic license, the later of the following:
(i)   the day after its testing period ends; or
(ii)   the second business day after the Program's standard transit allowance period,
b.   copy, the date (specified in a Transaction Document) on which InfoPrint Solutions Company authorizes you to make a copy of the Program, and
c.   chargeable component, the date you distribute a copy of the chargeable component in support of your authorized use of the Program.

Designated Machine is either 1) the machine on which Ordering Activity will use an ICA Program for processing and which InfoPrint Solutions Company requires Ordering Activity to identify to it by type/model and serial number, or 2) any machine on which Ordering Activity uses the ICA Program if InfoPrint Solutions Company does not require Ordering Activity to provide this identification.

Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. The term "Enterprise" applies only to the portion of the Enterprise located in the United States.

ICA Program is an InfoPrint Solutions Company Program licensed under this Schedule contract.

Licensed Internal Code (called "LIC") is Machine Code used by certain Machines InfoPrint Solutions Company specifies (called "Specific Machines").

Machine is a machine, its features, conversions, upgrades, elements, or accessories, or any combination of them. The term "Machine" includes an InfoPrint Solutions Company Machine and any non-InfoPrint Solutions Company Machine (including other equipment) that InfoPrint Solutions Company may provide to Ordering Activity.

Machine Code is microcode, basic input/output system code (called "BIOS"), utility programs, device drivers, and diagnostics delivered with an InfoPrint Solutions Company Machine.

Materials are literary works or other works of authorship (such as programs, program listings, programming tools, documentation, reports, drawings and similar works) that InfoPrint Solutions Company may deliver to Ordering Activity as part of a Service. The term "Materials" does not include Programs, Machine Code, or LIC.

Non-InfoPrint Solutions Company Program is a Program licensed under a separate third party license agreement.

Other InfoPrint Solutions Company Program is an InfoPrint Solutions Company Program licensed under a separate InfoPrint Solutions Company license agreement, e.g., InfoPrint Solutions Company International Program License Agreement.

Product is a Machine or a Program.

Program is the following, including the original and all whole or partial copies:
1.   machine-readable instructions and data;
2.   components;
3.   audio-visual content (such as images, text, recordings, or pictures); and
4.   related licensed materials.
The term "Program" includes any ICA Program, Other InfoPrint Solutions Company Program, or Non-InfoPrint Solutions Company Program that InfoPrint Solutions Company may provide to Ordering Activity. The term does not include Machine Code, LIC, or Materials.

Service is performance of a task, provision of advice and counsel, assistance, support, or access to a resource (such as access to an information database) InfoPrint Solutions Company makes available to Ordering Activity.

Specifications is a document that provides information specific to a Product. InfoPrint Solutions Company provides an InfoPrint Solutions Company Machine's Specifications in a document entitled "Official Published Specifications" and an ICA Program's Specifications in a document entitled "Licensed Program Specifications."

Specified Operating Environment is the Machines and programs with which an ICA Program is designed to operate, as described in the ICA Program's Specifications.

You or Your is an Ordering Activity.

GENERAL PRINCIPLES OF OUR RELATIONSHIP
Contractor grants Ordering Activity only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.

Each of us will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.

Contractor is not responsible for failure to fulfill any obligations due to causes beyond its control.

Ordering Activity agrees not to resell any Service without InfoPrint Solutions Company's prior written consent. Any attempt to do so is void.

Ordering Activity agrees to acquire Machines with the intent to use them within Ordering Activity's Enterprise and not for reselling, leasing, or transferring to a third party, unless either of the following applies:
a.   Ordering Activity is arranging lease-back financing for the Machines; or
b.   Ordering Activity purchases them without any discount or allowance, and do not remarket them in competition with InfoPrint Solutions Company's authorized remarketers.

Ordering Activity agrees to allow InfoPrint Solutions Company to install mandatory engineering changes (such as those required for safety) on a Machine. Any parts InfoPrint Solutions Company removes become InfoPrint Solutions Company's property.

Ordering Activity represents that you have the permission from the owner and any lien holders to transfer ownership and possession of removed parts to InfoPrint Solutions Company.

Ordering Activity agrees that it is responsible for the results obtained from the use of the Products and Services.

WARRANTIES

Warranty for InfoPrint Solutions Company Machines

Contractor warrants that each InfoPrint Solutions Company Machine is free from defects in materials and workmanship and conforms to its Specifications.

The warranty period for a Machine is a specified, fixed period commencing on its Date of Installation. During the warranty period, Contractor through InfoPrint Solutions Company provides repair and exchange Service for the Machine, without charge, under the type of Service InfoPrint Solutions Company designates for the Machine. If a Machine does not function as warranted during the warranty period and Contractor through InfoPrint Solutions Company is unable to either 1) make it do so or 2) replace it with one that is at least functionally equivalent, you may return it to InfoPrint Solutions Company and your money will be refunded.
Additional terms regarding Service for Machines during and after the warranty period are contained in Part 5.

Warranty for ICA Programs
Contractor warrants that each warranted ICA Program, when used in the Specified Operating Environment, will conform to its Specifications.

The warranty period for an ICA Program expires when its Program Services are no longer available. During the warranty period, Contractor through InfoPrint Solutions Company provides defect-related Program Services without charge. Program Services are available for a warranted ICA Program for at least one year following its general availability.
If an ICA Program does not function as warranted during the first year after you obtain your license and Contractor through InfoPrint Solutions Company is unable to make it do so, you may return the ICA Program and your money will be refunded. To be eligible, you must have obtained your license while Program Services (regardless of the remaining duration) were available for it. Additional terms regarding Program Services are contained in Part 4.

Warranty for InfoPrint Solutions Company Services
Contractor warrants that it performs each InfoPrint Solutions Company Service using reasonable care and skill and according to its current description (including any completion criteria) contained in this Attachment A or as agreed upon in a statement of work.

Warranty for Systems
Where Contractor through InfoPrint Solutions Company provides Products to you as a system, Contractor warrants that they are compatible and will operate with one another. This warranty is in addition to Contractor's and InfoPrint Solutions Company's other applicable warranties.

Extent of Warranty

If a Machine is subject to federal or state consumer warranty laws, InfoPrint Solutions Company's statement of limited warranty included with the Machine applies in place of these Machine warranties.

The warranties stated above will not apply to the extent that there has been misuse (including but not limited to use of any Machine capacity or capability, other than that authorized by InfoPrint Solutions Company in writing), accident, modification, unsuitable physical or operating environment, operation in other than the Specified Operating Environment, improper maintenance by you, or failure caused by a product for which InfoPrint Solutions Company is not responsible. With respect to Machines, the warranty is voided by removal or alteration of Machine or parts identification labels.

THESE WARRANTIES ARE ORDERING ACTIVITY'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Items Not Covered by Warranty

Contractor does not warrant uninterrupted or error-free operation of a Product or Service or that Contractor through InfoPrint Solutions Company will correct all defects.

Contractor through InfoPrint Solutions Company will identify InfoPrint Solutions Company Machines and ICA Programs that it does not warrant.

Unless Contractor specifies otherwise, it provides Materials, non-InfoPrint Solutions Company Products, and non-InfoPrint Solutions Company Services **WITHOUT WARRANTIES OF ANY KIND**. However, non-InfoPrint Solutions Company manufacturers, developers, suppliers, or publishers may provide their own warranties. Warranties, if any, for Other InfoPrint Solutions Company Programs and Non-InfoPrint Solutions Company Programs may be found in their license agreements.

MACHINES

Title and Risk of Loss

When Contractor accepts your order, InfoPrint Solutions Company agrees to sell you the Machine described in a purchase order. InfoPrint Solutions Company transfers title to you or, if you choose, your lessor when Contractor through InfoPrint Solutions Company ships the Machine.

Installation

Ordering Activity agrees to provide an environment meeting the specified requirements for the Machine.

InfoPrint Solutions Company has standard installation procedures. InfoPrint Solutions Company will successfully complete these procedures before it considers an InfoPrint Solutions Company Machine (other than a Machine for which you defer installation or a Customer-set-up Machine) installed.

Ordering Activity is responsible for installing a Customer-set-up Machine and, unless InfoPrint Solutions Company agrees otherwise, a non-InfoPrint Solutions Company Machine.

Machine Features, Conversions and Upgrades

Contractor through InfoPrint Solutions Company sells features, conversions and upgrades for installation on Machines, and, in certain instances, only for installation on a designated, serial-numbered Machine. Many of these transactions involve the removal of parts and their return to InfoPrint Solutions Company. As applicable, you represent that you have the permission from the owner and any lien holders to 1) install features, conversions, and upgrades and 2) transfer ownership and possession of removed parts (which become InfoPrint Solutions Company's property) to InfoPrint Solutions Company. You further represent that all removed parts are genuine, unaltered, and in good working order. A part that replaces a removed part will assume the warranty or maintenance Service status of the replaced part. You agree to allow InfoPrint Solutions Company to install the feature, conversion, or upgrade within 30 days of its delivery. Otherwise, InfoPrint Solutions Company may terminate the transaction and you must return the feature, conversion, or upgrade to InfoPrint Solutions Company at your expense.

Machine Code and LIC

Machine Code is licensed only for use to enable a Machine to function in accordance with its Specifications and only for the capacity and capability for which you are authorized by Contractor through InfoPrint Solutions Company in writing and for which payment is received by Contractor.

Certain Machines InfoPrint Solutions Company specifies (called "Specific Machines") use LIC. InfoPrint Solutions Company will identify Specific Machines. InfoPrint Solutions Company, one of its subsidiaries, or a third party owns LIC including all copyrights in LIC and all copies of LIC (this includes the original LIC, copies of the original LIC, and copies made from copies). LIC is copyrighted and licensed (not sold). LIC is licensed under the terms of the agreement provided with the LIC. LIC is licensed only for use to enable a Machine to function in accordance with its Specifications and only for the capacity and capability for which you are authorized by InfoPrint Solutions Company in writing and for which payment is received by InfoPrint Solutions Company.

ICA PROGRAMS

License

Contractor through InfoPrint Solutions Company grants Ordering Activity a nonexclusive, nontransferable license to use the ICA Program in the United States. ICA Programs are owned by InfoPrint Solutions Company, one of its subsidiaries, or a third party and are copyrighted and licensed (not sold).

Authorized Use
Under each license, InfoPrint Solutions Company authorizes Ordering Activity to:
1. use the ICA Program's machine-readable portion on only the Designated Machine. If the Designated Machine is inoperable, you may use another machine temporarily. If the Designated Machine cannot assemble or compile the ICA Program, you may assemble or compile the ICA Program on another machine.
If you change a Designated Machine previously identified to InfoPrint Solutions Company, you agree to notify InfoPrint Solutions Company of the change and its effective date;
2. use the ICA Program to the extent of authorizations you have obtained;
3. make and install copies of the ICA Program, to support the level of use authorized, provided you reproduce the copyright notices and any other legends of ownership on each copy or partial copy, and
4. use any portion of the ICA Program InfoPrint Solutions Company 1) provides in source form, or 2) marks restricted (for example, "Restricted Materials of InfoPrint Solutions Company") only to --
a. resolve problems related to the use of the ICA Program, and
b. modify the ICA Program so that it will work together with other products.

Ordering Activity Additional Obligations
For each ICA Program, Ordering Activity agrees to:
1. ensure that anyone who uses it (accessed either locally or remotely) does so only for your authorized use and complies with InfoPrint Solutions Company's terms regarding ICA Programs; and
2. maintain a record of all copies and provide it to InfoPrint Solutions Company at its request.

Actions Ordering Activity May Not Take
You agree not to:
1. reverse assemble, reverse compile, or otherwise translate the ICA Program unless expressly permitted by applicable law without the possibility of contractual waiver; or
2. sublicense, assign, rent, or lease the ICA Program.

Program Components Not Used on the Designated Machine
Some ICA Programs have components that are designed for use on machines other than the Designated Machine on which the ICA Program is used. You may make copies of a component and its documentation in support of your authorized use of the ICA Program. For a chargeable component, you agree to notify InfoPrint Solutions Company of its Date of Installation.

Distributed System License Option
For some ICA Programs, you may make a copy under a Distributed System License Option (called a "DSLO" copy). InfoPrint Solutions Company charges less for a DSLO copy than for the original license (called the "Basic" license). In return for the lesser charge, you agree to do the following while licensed under a DSLO:
1. have a Basic license for the ICA Program;
2. provide problem documentation and receive Program Services (if any) only through the location of the Basic license; and
3. distribute to, and install on, the DSLO's Designated Machine, any release, correction, or bypass that InfoPrint Solutions Company provides for the Basic license.

Program Services
Contractor through InfoPrint Solutions Company provides Program Services for warranted ICA Programs. If Contractor through InfoPrint Solutions Company can reproduce your reported problem in the Specified Operating Environment, Contractor through InfoPrint Solutions Company will issue defect correction information, a restriction, or a bypass. Contractor through InfoPrint Solutions Company provides Program Services for only the unmodified portion of a current release of an ICA Program.
Contractor through InfoPrint Solutions Company provides Program Services 1) on an on-going basis (with at least six months' written notice before Contractor through InfoPrint Solutions Company terminates Program Services), 2) until the date InfoPrint Solutions Company specifies, or 3) for a period InfoPrint Solutions Company specifies.

License Termination
Licenses for certain replacement ICA Programs may be obtained for an upgrade charge. When you obtain licenses for these replacement ICA Programs, you agree to terminate the license of the replaced ICA Programs when charges become due, unless InfoPrint Solutions Company specifies otherwise.

SERVICES

Personnel
Each party is responsible for the supervision, direction, control, and compensation of our respective personnel.
Contractor reserves the right to determine the assignment of its personnel.
Contractor through InfoPrint Solutions Company may subcontract a Service, or any part of it, to subcontractors selected by InfoPrint Solutions Company.

Materials Ownership and License

Contractor through InfoPrint Solutions Company will specify Materials to be delivered to Ordering Activity. Contractor through InfoPrint Solutions Company will identify them as being "Type I Materials," "Type II Materials," or otherwise as we both agree. If not specified, Materials will be considered Type II Materials.

Type I Materials are those, created during the Service performance period, in which Ordering Activity will have all right, title, and interest (including ownership of copyright). InfoPrint Solutions Company will retain one copy of the Materials. Ordering Activity grants InfoPrint Solutions Company 1) an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, distribute (internally and externally) copies of, and prepare derivative works based on, Type I Materials and 2) the right to authorize others to do any of the former.

Type II Materials are those, created during the Service performance period or otherwise (such as those that preexist the Service), in which InfoPrint Solutions Company or third parties have all right, title, and interest (including ownership of copyright). InfoPrint Solutions Company will deliver one copy of the specified Materials to Ordering Activity. InfoPrint Solutions Company grants Ordering Activity an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute, within Ordering Activity's Enterprise only, copies of Type II Materials.

Each of us agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section.

Service for Machines (during and after warranty)

Contractor through InfoPrint Solutions Company provides certain types of Service to keep Machines in, or restore them to, conformance with their Specifications. InfoPrint Solutions Company will inform Ordering Activity of the available types of Service for a Machine. At its discretion, InfoPrint Solutions Company will 1) either repair or exchange the failing Machine and 2) provide the Service either at Ordering Activity's location or a service center.

When the type of Service requires that Ordering Activity deliver the failing Machine to InfoPrint Solutions Company, Ordering Activity agrees to ship it suitably packaged (prepaid unless InfoPrint Solutions Company specifies otherwise) to a location InfoPrint Solutions Company designates. After InfoPrint Solutions Company has repaired or exchanged the Machine, InfoPrint Solutions Company will return it to Ordering Activity at its expense unless InfoPrint Solutions Company specifies otherwise. InfoPrint Solutions Company is responsible for loss of, or damage to, Ordering Activity's Machine while it is 1) in InfoPrint Solutions Company's possession or 2) in transit in those cases where InfoPrint Solutions Company is responsible for the transportation charges.

Any feature, conversion, or upgrade InfoPrint Solutions Company services must be installed on a Machine which is 1) for certain Machines, the designated, serial-numbered Machine and 2) at an engineering-change level compatible with the feature, conversion, or upgrade. Contractor through InfoPrint Solutions Company manages and installs selected engineering changes that apply to InfoPrint Solutions Company Machines and may also perform preventive maintenance.

Ordering Activity agrees to:

1.	obtain authorization from the owner to have InfoPrint Solutions Company service a Machine that Ordering Activity does not own; and

2.	where applicable, before InfoPrint Solutions Company provides Service --
   a.	follow the problem determination, problem analysis, and service request procedures that InfoPrint Solutions Company provides,
   b.	secure all programs, data, and funds contained in a Machine, and
   c.	inform InfoPrint Solutions Company of changes in a Machine's location.

Replacements

When Service involves the exchange of a Machine or part, the item InfoPrint Solutions Company replaces becomes its property and the replacement becomes Ordering Activity's. Ordering Activity represents that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty or maintenance Service status of the replaced item. Before InfoPrint Solutions Company exchanges a Machine or part, Ordering Activity agrees to remove all features, parts, options, alterations, and attachments not under InfoPrint Solutions Company's service. Ordering Activity also agrees to ensure that the item is free of any legal obligations or restrictions that prevent its exchange.

Some parts of InfoPrint Solutions Company Machines are designated as Customer Replaceable Units (called, "CRUs"), e.g., keyboards, memory, or hard disk drives. InfoPrint Solutions Company provides CRUs to Ordering Activity for replacement by Ordering Activity. Ordering Activity must return all defective CRUs to InfoPrint Solutions Company within 30 days of Ordering Activity's receipt of the replacement CRU. Ordering Activity is responsible for downloading designated Machine Code and LIC updates from an InfoPrint Solutions Company Internet Web site or from other electronic media, and following the instructions that InfoPrint Solutions Company provides.

Items Not Covered

Repair and exchange Services do not cover:

1.	accessories, supply items, and certain parts, such as batteries, frames, and covers;

2.	Machines damaged by misuse, accident, modification, unsuitable physical or operating environment, or improper maintenance by Ordering Activity;

3.	Machines with removed or altered Machine or parts identification labels;

4.   failures caused by a product for which InfoPrint Solutions Company is not responsible;

5.   service of Machine alterations; or

6.   Service of a Machine on which Ordering Activity is using capacity or capability, other than that authorized by InfoPrint Solutions Company in writing.

Warranty Service Upgrade
For certain Machines, Ordering Activity may select a Service upgrade from the standard type of warranty Service for the Machine. InfoPrint Solutions Company charges for the Service upgrade during the warranty period.
Ordering Activity may not terminate the Service upgrade or transfer it to another Machine during the warranty period. When the warranty period ends, the Machine will convert to maintenance Service at the same type of Service Ordering Activity selected for warranty Service upgrade.

Maintenance Coverage
Whenever Ordering Activity orders maintenance Service for Machines, InfoPrint Solutions Company will inform Ordering Activity of the date on which maintenance Service will begin. InfoPrint Solutions Company may inspect the Machine within one month following that date. If the Machine is not in an acceptable condition for service, Ordering Activity may have InfoPrint Solutions Company restore it for a charge. Alternatively, Ordering Activity may withdraw Ordering Activity's request for maintenance Service. However, Ordering Activity will be charged for any maintenance Service which InfoPrint Solutions Company has performed at Ordering Activity's request.

Automatic Service Renewal
Renewable Services renew automatically for a same length contract period unless either of us provides written notification (at least one month prior to the end of the current contract period) to the other of its decision not to renew.

Termination and Withdrawal of a Service
Ordering Activity may terminate a Service, on notice to Contractor provided Ordering Activity has met all minimum requirements and paid any adjustment charges. For a maintenance Service, Ordering Activity may terminate without adjustment charge provided any of the following circumstances occur:

1.   Ordering Activity permanently removes the eligible Product, for which the Service is provided, from productive use within Ordering Activity's Enterprise;

2.   the eligible location, for which the Service is provided, is no longer controlled by Ordering Activity (for example, because of sale or closing of the facility); or

3.   the Machine has been under maintenance Service for at least six months and Ordering Activity gives InfoPrint Solutions Company one month's written notice prior to terminating the maintenance Service.

Ordering Activity agrees to pay InfoPrint Solutions Company for 1) all Services InfoPrint Solutions Company provides and any Products and Materials InfoPrint Solutions Company delivers through Service termination, 2) all expenses InfoPrint Solutions Company incurs through Service termination, and 3) any charges InfoPrint Solutions Company incurs in terminating the Service.
InfoPrint Solutions Company may withdraw a Service or support for an eligible Product on three months' written notice to Ordering Activity. If InfoPrint Solutions Company withdraws a Service for which Ordering Activity has prepaid and InfoPrint Solutions Company has not yet fully provided it to Ordering Activity, InfoPrint Solutions Company will give Ordering Activity a prorated refund.
Any terms which by their nature extend beyond termination or withdrawal remain in effect until fulfilled and apply to respective successors and assignees.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INFORMATION BUILDERS ("IBI")

INFORMATION BUILDERS LICENSE, WARRANTY AND SUPPORT TERMS

In regard to the Software licensed to Ordering Activity hereunder, the Ordering Activity agrees to:

Only use the Software in object code form on the designated CPU(s) identified in the order and limit the number of Processors/Images/Users/Connected Instances as indicated on the order. Restrict use of the Software to object code form only by Ordering Activity's employees and authorized contractors for the Ordering Activity's own internal data processing only;

Prohibit transfer or duplication of the Software except for temporary transfer in the event of computer malfunction and a single backup or archival copy;

Prohibit the use of the Software by any third party whether or not for consideration, including but not limited to use of the Software as part of a service bureau, outsourcing, facilities management or timesharing facility, or assignment of the Software;

Prohibit causing or permitting the reverse engineering, disassembly or decompilation of the Software; Upon any termination of the license granted hereunder, discontinue use and destroy or return to IBI the Software, including user manuals together with any copies thereof and certify in writing the return or destruction of all such copies;

Not publish the results of any benchmark tests run on the Software;

Take all reasonable precautions to maintain the confidentiality of the Software, which precautions shall be at least equivalent to those Ordering Activity takes to protect its own confidential information;

Notify Contractor in writing in the event it exceeds the permitted number of Users (if applicable), exceeds the permitted number of Processors, Images or Connected Instances or desires to transfer the Software to a replacement CPU. A User is defined as any individual employed by Ordering Activity who is authorized to use the Software, regardless of whether the individual is actively using the Software at any time. The Ordering Activity understands that it shall be subject to upgrade fees in accordance with this schedule pricelist in the event the software is moved to a higher tier processor, or if more Processors/Users/Images/Connected Instances are required than originally licensed.

The license granted herein is non-assignable.

Except for the rights specifically granted herein, Ordering Activity is granted no other rights in or to the Software identified above. All rights to the Software (including all related manuals, educational and training materials), including, but not limited to intellectual property rights, trade secrets, patents, trademarks and copyrights, are and shall remain the sole and exclusive property of IBI. Without limiting the generality of the foregoing, Ordering Activity acquires no rights in or to any source codes.

In the event the Ordering Activity elects to subscribe to IBI's annual maintenance service ("*InfoResponse")*, IBI shall extend the following additional warranties:

(a) The Software as delivered by Contractor through IBI to Ordering Activity does not infringe the rights of any third party.

(b) The Software as delivered by Contractor through IBI to Ordering Activity shall work substantially as described in the applicable user manual as modified from time to time.

Ordering Activity has obtained a "Perpetual" license to use the Software as permitted hereunder for a period of 99 years. Title to the Software shall reside at all times with IBI.

Contractor warrants that the media upon which the Software is furnished will be free of defects in materials and workmanship under normal use for a period of ninety (90) days from the date the Software was delivered. Except as otherwise specified herein, the Software is provided on an "AS IS" basis, without a warranty of any kind. Ordering Activity's remedy and Contractor's liability under this warranty will be the correction of defects in the media or the replacement of the media.

EXCEPT AS SPECIFED IN THIS ATTACHMENT A, ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

Server/CPU Based Pricing Determination
For products which are licensed by Tier (the specific hardware model on which the software will be installed), the applicable Tier level can be found in Information Builders' current Platform Reference Chart.

Additional Processors in this pricelist refers to additional processors on the same server.

Windows Server Pricing for iWay Products:
For iWay software components, Tier category is determined by the number of processors as follows:

1 Processor: Tier 1	5-8 Processors: Tier 4	13–14 Processors: Tier 7
2 Processors: Tier 2	9-10 Processors: Tier 5	15-16 Processors: Tier 4 x 2
3-4 Processors: Tier 3	11-12 Processors: Tier 6	Over 16 Processors: Tier 4 x 2.5

See note regarding Multi-Core and Hyper-threading below.

Pricing for Products on the Linux Platform
Where products are supported on the Linux platform, prices are identical to the equivalent Windows Server, UNIX or Mainframe platform.

For products running under zLinux within a mainframe IFL, the following pricing option is available:

Series (Model)	Price Per IFL
Z800 (2066), z900 (2064), z890 (2086)	Standard Tier 5
Z900 (2084), z9-BC (2096), z9-EC (2094)	Standard Tier 7

Note: Additional Image pricing is applicable for additional images installed in in a single IFL. The Additional Image price for the relevant Tier (5 or 7) would apply.

Multi-core Processors and Hyper-threading
Multi-core processors are single chips that can contain multiple processors, referred to as Cores. For pricing purposes, each "Core" is treated as a separate processor. For example, a dual-core chip is treated for pricing purposes as a two processor environment.

Hyper-threading is a technology whereby multiple virtual processors can be defined from one or more physical Intel processors. For products that are priced based on the number of Intel processors, the pricing is based on the number of virtual processors created via hyper-threading, not the number of physical processors.

User-based Licenses
For "User" based licenses, a "User" means a specific individual who is authorized by the Ordering Activity to use the Software, regardless of whether the individual is actively using the software at any time (commonly referred to as a "subscribed" or "subscription" user).

Image Licenses
Regarding "Image" based licenses, an "Image" is defined as a single instance or installation of the licensed software, operating on an authorized computer. In the event the Ordering Activity desires to run multiple "Images" of the licensed software on the authorized computer, by use of logical partitions or other means, then Ordering Activity must acquire a license for each additional image at the applicable price.

Connected Instance Licenses
Regarding "Connected Instance Licenses", each "Instance" shall equate to a connection to an application software package such as SAP, or a transaction system such as CICS. For example, if an iWay Adapter running with WebSphere on UNIX "connects" to 10 instances of SAP located throughout the Ordering Activity's enterprise (10 different installed copies of SAP), then Ordering Activity would need to license 10 "Instances" for the desired iWay Software at the applicable price.

Access to Flat Files
When an Ordering Activity purchases any data adapter (WebFOCUS, iWay, etc.) or purchases a product that comes with a data adapter, then they also have access to flat files on the same machine at no additional charge.

Access to FOCUS Database
The WebFOCUS Reporting Server can access a FOCUS database on the same machine at no additional charge. (The FOCUS database itself is not included, and is licensed separately). Access to a remote FOCUS database requires the FOCUS DBMS Adapter.

Software License Transfers and Upgrades
A Software License is specific to a single type of operating system within an individual computer as identified by model, serial number and number of processors (if applicable). A Software License may only be transferred to another operating system and/or computer within the Ordering Activity's organization under the following terms, and with thirty (30) days advance written notice. Where transfers are permitted, Software Licenses may only be transferred on a one-for-one basis; multiple Software Licenses may not be combined for transfer to a single computer.

(1)   License transfers are only permitted as specified within this pricelist. A license must be covered under current software maintenance service in order to be eligible for transfer/upgrade. If software maintenance has been discontinued on a license, the Government must first pay all software maintenance services fees that would have been due during the period of maintenance lapse and the applicable reinstatement charge before the license can be transferred.

(2)   A License may be transferred at no charge from one computer and operating system to another computer of the same or smaller computer Tier price class and same operating system type. Thirty (30) day advance written notice, to include computer serial numbers, is required.

(3)   A License may be transferred to another computer in a higher price class (License Upgrade) but within the same operating system type with thirty (30) days written notice and payment of the Upgrade Fee. The Upgrade Fee will be the purchase price of the new software as reduced by the price paid for the earlier version on a feature-by-feature basis. Increased software maintenance charges for License Upgrades are effective as of the date of the upgrade.

(4)   For all User-based Licenses, the number of Users for a Software License may be increased (User Upgrade) by payment of the Upgrade Fee. The User Upgrade Fee will be the difference between the then-current GSA price for the higher number of user category and the original fee paid for the License, on a feature-by-feature basis. Increased software maintenance charges for User Upgrades are effective as of the date of the upgrade.

(5)   Platform transfers between different UNIX-based operating systems are allowable without charge, however Licenses continue to be limited to use by the specified number of users, if applicable.

(6)   Upon License transfer/upgrade, the maintenance charges for the new or upgraded computer become effective on the date of License transfer/upgrade.

SOFTWARE MAINTENANCE SERVICE

Information Builders' software maintenance ("InfoResponse") service includes:

(a) Telephone or other electronic support twenty four (24) hours a day seven (7) days a week via IBI's global
support centers or from a local branch, if available; and

(b) enhancements and updates to the licensed software, which are designated as such by IBI.

InfoResponse service is provided for periods of one year (or as otherwise specified) by payment of the applicable software maintenance service fee as set forth in the then current pricelist.

Features, software items, new products, or software which are separately licensed by IBI are not included. InfoResponse service is available for the latest software release made generally available by IBI to its customers and for the two (2)
releases immediately preceding the latest available release.

In the event that InfoResponse service is suspended due to non-renewal on the Ordering Activity's part, the Ordering Activity may reinstate InfoResponse service by payment of the back software maintenance service fees which would have accrued during the non covered period plus a reinstatement surcharge of 20% of the accrued software maintenance service fees.

The technical support telephone number for InfoResponse software maintenance service is: **1-800-736-6130.**

The website for web-based online technical support is: **http://techsupport.informationbuilders.com/**

TRAINING

Enrollment in public classes is limited to a number of seats. Registration can be made in advance by phone or fax. You will receive confirmation of your registration. If you do not receive confirmation prior to the course dates, please contact (800) 969-INFO.

Classes begin at 9:30 am and conclude at 4:30 pm, unless you are notified otherwise. Courses in Washington, D.C. begin at 9:00 am and conclude at 4:00 pm.

The course tuition fee is due and payable within thirty days after the start date of the course. The course tuition fee includes instruction; course materials; the use of software, computers and other technical hardware as appropriate to the course. The course tuition fee does not include hotel accommodations, meals, travel or any other expenses that may be incurred by our customer.

Transfers/cancellations/no shows
Our flexible transfer/cancellation policy lets our customers enroll early with confidence. We do not impose any penalty for cancellations of enrollments or transfers to another course. Failure to notify Information Builders of an enrollment cancellation or transfer in writing or by phone within five business days before the start of the course will result in forfeiture of the full course fee

Substitutions permitted
We welcome the enrollment of a qualified substitute in an enrollee's place, provided the customer notifies us in writing before the first day of the course. 100% of any prepaid course tuition fees will be credited against the course tuition fee of the substitute. However, the substitute may not take advantage of any discount program for which he or she is not otherwise qualified. Training Passports are non-transferable and therefore are not eligible for substitution.

Course postponements
At times we must change a course location, course date, or postpone a course. We will try to give the customer as much advance notice as possible of any such change. If the customer is unable to attend a course at the revised location or date, we will credit 100% of any prepaid course tuition fees paid against a future course or, if requested, refund those fees. However, we will not be liable for any other costs incurred

including (for example) travel charges or any consequential damages even if we were advised of them. Changes in course locations, course dates, or postponement of courses will not extend any bundled or package expiration date.

Terms for private courses

Contact your Education Account Manager, or call (800) 969-INFO to schedule a private class at your site. The appropriate technical environment must be available for all classes. You may choose to hold your private class at one of our classrooms to take advantage of our established technical environment, however, additional fees will apply.

With private classes, the pace and subject matter emphasis can be adapted to the needs, environment, and business areas relevant to the students and the organization. For more information on fully customizing courses, please contact us.

The course tuition fee for on-site courses is due and payable within 30 days following the course start date. We do not impose any penalty if the customer notifies us in writing of the need to cancel or reschedule an on-site course at least two weeks before the scheduled start date of the course. Any on-site course cancelled or rescheduled by our customer less than two weeks before the scheduled start of the course is subject to a $3,000.00 cancellation/rescheduling fee. If the event is rescheduled at the time of cancellation to execute within 90 days of the cancellation date, Information Builders will waive 50% of the cancellation fee.

For all private classes, instructor expenses, material shipment costs, and applicable taxes are extra. All prices are subject to change without notice.

*Private class attendance is limited to 10 students or the number of available PC's, whichever is less. There is an additional charge per extra student per class day. Maximum total class attendance is 12. Course 176 and 970 student maximum is 8.

Prerequisites

Please make sure that all students enrolling meet the prerequisites described in this Information Builders *Training Curriculum* available at http://education.informationbuilders.com/ for all courses taken.

Additional training locations and classes

We are continually adding new courses, cities and dates to our course schedule. Check our Web site for the most current course offerings and training locations. Information Builders may schedule classes in addition to those listed in the schedule. Contact your Education Account Manager, call (800) 969-INFO, or visit us at www.informationbuilders.com for the latest information.

Worldwide training services

Information Builders' training is also conducted outside the United States at Information Builders subsidiaries and agent offices throughout the world. To receive a list of Information Builders' international subsidiaries and agents who offer training services, contact International Operations in New York at (212) 736-4433, extension 3095.

Copyright/intellectual property

All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with our courses remain the sole property of Information Builders. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of Information Builders.

SERVICES

Contractor through Information Builders shall provide the implementation Services described herein and specified more fully in an order.

All Services shall be performed on a time and materials basis unless otherwise specified in the order. Any change in the scope of Services as set forth in the order shall be agreed upon in writing by the parties, and Information Builders shall have no obligation to perform services in connection with any such change until such time as the parties have agreed upon the effect of such change on Information Builders' fees and/or schedule of performance.

Orders may provide certain assumptions and/or responsibilities of Ordering Activity regarding the Services. Ordering Activity understands that Contractor's performance is contingent upon the validity of all assumptions, Ordering Activity's timely and effective performance of its responsibilities, and Ordering Activity's timely decisions and approvals.

Personnel

Information Builders shall be solely responsible for the payment of their personnel's benefits and entire compensation, including employment taxes, worker's compensation, and any similar taxes associated with employment.

Ordering Activity shall provide Information Builder's personnel with adequate work areas, access to computer terminals, data, programs, and personnel, who will provide prompt review of questions submitted, and all other facilities, as may be reasonably required for performance of services by Information Builders.

Contractor through Information Builders agrees to comply with all reasonable rules, regulations, and policies of Ordering Activities while performing services at Ordering Activity's facilities.

Rights in Materials

Any and all deliverables including software programs, source and object code, files, tapes, disks and related user documentation, originally developed or created for Ordering Activity under any order issued pursuant to these terms ("the Work Product") shall remain the property of Information Builders. Upon the payment of all fees incurred, Ordering Activity shall have an irrevocable, perpetual, non-exclusive, worldwide, fully paid-up license to use, execute, reproduce, display, perform, modify, distribute (internally or to affiliates or wholly-owned subsidiaries) copies of the Work Product.

The above notwithstanding, Information Builders is the owner of certain proprietary software and applications including, but not limited to, the WebFOCUS and iWay family of products. Information Builder's rights in and to such proprietary software and applications (and all related intellectual property rights, training materials, written materials and source codes) are protected by certain patents, trademarks, copyrights and trade secret protections. Nothing contained herein shall be deemed to grant Ordering Activity (or any other party) any right, title or interest in or to such proprietary software and applications or to any improvement or modification made to such during the course of any Services performed hereunder, or to any development methodology, programming methods, techniques or know-how utilized by Information Builders or others, or to prevent Information Builders from rendering the same or similar services to others.

In addition, if due to Information Builder's fault, Ordering Activity cannot use the Work Product as a result of the infringement, Information Builders, at its option and expense, will either:
>   (a) obtain a license for Ordering Activity to use the infringing item;
>   (b) provide a non-infringing work-around; or
>   (c) refund to Ordering Activity that portion of the fee relating to the infringing item.
>   Once Information Builders has done any one of the above, it shall have no further liability to Ordering Activity for the infringement.

WARRANTIES

Contractor warrants that the Services shall be performed by qualified personnel and will be of a professional quality conforming to generally accepted industry standards.

In the case of time and materials based orders, Contractor does not promise that the work can be completed for the amount estimated or within any specified time period.

It is Ordering Activity's responsibility to determine its data processing needs and to satisfy itself that the Services ordered will meet those needs. Contractor is not responsible for the manner in which the results of the Services are used by Ordering Activity.

If any Services do not meet the warranty set forth above, Contractor through Information Builders will use all commercially reasonable efforts, without charge, to bring its services to the specified level.   In order to obtain such warranty service, the problem must be reported to Contractor within 90 days of delivery of the item in question. However, any other services will be on a time and materials basis.

Ordering Activity's remedy is for Contractor through Information Builders to use commercially reasonable efforts to cause the Services to comply with the foregoing warranties. In the event, Contractor through Information Builders cannot provide such Services within a reasonable time after notification, Ordering Activity's remedy is to terminate the Services and to receive a refund of any fees paid to Contractor for the non-conforming Services.

EXCEPT FOR ITS WARRANTY SET FORTH ABOVE CONTRACTOR MAKES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. CONTRACTOR DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INFOVISTA

INFOVISTA LICENSE, WARRANTY AND SUPPORT TERMS

Subject to all the terms of this Part I, Contractor grants Ordering Activity a license to use the Software and the Software Appliance (which includes software programs, documentation or computer hardware provided by Licensor) on the terms and conditions set out in the Software Product License Agreement (Software and Software Products are referred to collectively as Software Products.)

"License" means Part I of this Attachment A and the "Specific License Terms" set forth in Part II of this Attachment A.

LICENSE GRANT
a. Authorized Use. Contractor grants Ordering Activity a non-exclusive, non-assignable, revocable license to install and use the Software Product for Ordering Activity's own internal purposes on the operating environment specified in the Specific License Terms, or if not so specified, on a single computer by a single user. Ordering Activity may install the Software Products, in the country specified in the purchase order accepted by Contractor or one of its Affiliates, or if not so specified, in the country in which Ordering Activity's main place of business is located. Ordering Activity may make one copy of the Software for back-up purposes only (unless a back-up copy is supplied with the License). Ordering Activity may only use pre-installed Software provided on Software Appliances by Contractor. Ordering Activity may not use the Software Products in a time sharing, subscription services, or service bureau environment.

b. Restrictions. Save as required by applicable law, Ordering Activity may not, whether for valuable consideration or otherwise: (1) copy (subject to the immediately preceding paragraph), commercialize, exploit, distribute, rent, lease or sublicense all or any portion of the Software Products; (2) modify or prepare derivative works of the Software Products; (3) reverse engineer, decompile or disassemble the Software Products or attempt in any manner whatsoever to recreate the Software Products source codes; (4) except as permitted by the Specific License Terms, transfer the Software Products to another user site unless (i) Ordering Activity first provides Contractor thirty (30) days prior notice in writing; and (ii) the new site is owned by and used on behalf of Ordering Activity; and (iii) if Ordering Activity transfers the Software in this way, Ordering Activity shall cease the use of and remove all copies in whole or in part of the documentation of the Software at the Initial Installation Site prior transferring the Software and Documentation on the new site; or (5) disclose or publish the results of comparative tests, reviews or benchmarks of the Software Products. The License is automatically terminated if Ordering Activity violates any of the above restrictions. Ordering Activity agrees to keep confidential and use Ordering Activity's best efforts to prevent and protect the contents of the Software Products from unauthorized disclosure or use.

LIMITATIONS
Except as expressly provided in the Specific License Terms, Contractor does not warrant that the Software Products is adapted to Ordering Activity's own needs or compatible with any computer program selected by Ordering Activity or on Ordering Activity's behalf for use with the Software Products. Ordering Activity therefore acknowledges that Ordering Activity is aware of the potential, the purposes, and functions of the Software Products, or that Ordering Activity has been assisted by a third party to determine the appropriateness of the Software for Ordering Activity's own needs. The Software Products is used under Ordering Activity's sole direction, control and responsibility. Contractor does not warrant that the Software Products is free from error or that the operation of the Software Products shall be uninterrupted.
Ordering Activity shall take all steps to prepare adequate back-up plans or appropriate measures to mitigate any possible damaging consequences resulting from the use of the Software Products.

LIMITED WARRANTIES
For a ninety (90) day period after delivery of the Software and twelve (12) months from the date of shipment of Software Appliances, Contractor warrants that the (a) medium and documentation is free from material defects in materials or workmanship under normal use; and (b) Software Product will provide, in all material respects, the functionality set forth in the applicable user documentation that is delivered with such Software Product. It is expressly agreed however, that the limited warranties provided hereby exclude damages resulting from an improper use of the Software, from chemical, electrical or electrochemical influences or from negligent use or treatment of the Software.

REMEDIES
Ordering Activity's remedies under the immediately preceding paragraph are (a) replacement without charge of media which does not comply with the limited warranty set out in the immediately preceding paragraph; (b) correction of the Software Products or provision of a reasonable procedure to circumvent the non-compliance, to the extent that the Software Products does not comply with the limited warranty set out in the immediately preceding paragraph; or (c) if Contractor cannot perform (a) or (b), upon termination of the Software Product license, and return to Contractor of the Software Product with written certification from an officer of Ordering Activity that it has retained no copies of the Software Product, in whole or in part, Contractor shall refund the Software Product fee paid by Ordering Activity for the returned Software Products. For Software Appliances, Ordering Activity's remedies shall be limited to only (a) replacement or (b) correction. Any replacement Software Product or correction shall be covered by a warranty for the longer of remainder of the original warranty period or thirty (30) days following the date of delivery of the replacement or correction.

DISCLAIMER OF WARRANTY & LIMITATION OF REMEDIES
TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES PROVIDED IN THIS LICENSE ARE EXCLUSIVE OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. CONTRACTOR DISCLAIMS ANY OTHER WARRANTY, STATUTORY OR OTHERWISE.

SPECIFIC LICENSE USAGE RIGHTS

Software	Specific License Usage Right
VistaInsight® Solutions, Mobile Knowledge Pack, Broadband Knowledge Pack, Layer 2/Layer 3 VPN Services, 5ViewTM Application Optimization Manager, External Data Integration and Application Performance Management Modules	Each License shall be used for a single line of business or service of Licensee in conjunction with the VistaFoundation® that is limited to a number of devices and users by respective category.
InfoVista® Server, VistaDiscovery®, VistaMart®, VistaMart® with Oracle, VistaPortal®, VistaCockpit®, Live Chart Module	Each License may be installed and used on a single computer. Each License may function only once at any given time and be used and accessed by the number of users acquired by respective category for the number of devices acquired by respective category. Certain devices may require the purchase of Vista Plug-ins or third party agent technology for the polling of certain network and/or server data.
VistaFoundation®- Fail-Over	Each License may be used and accessed by the number of users by respective category acquired to access the VistaFoundation Software for the number of devices acquired by respective category, and only during those periods in which the VistaFoundation® Software has failed to function.
Large Enterprise Customer Named User	The unique registered and authorized named party (Which includes all of its employees), employing or subcontracting with more than 200 individuals, under a written service agreement having read only capabilities of the software, including potentially live chart and fully customized reporting.
Named User	The unique registered and authorized named individual, IP address or the like, having full access to, and use of the Software.
Restricted User	The unique registered and authorized named individual, IP address or the like, having read only capabilities of the Software.
SMB Customer Named User	The unique registered and authorized named party (Which includes all of its employees), employing or subcontracting with no more than 200 individuals, under a written service agreement having read only capabilities of the software with fully standardized reporting (defined as all customers in the category using the same report definition), excluding live chart and customized reporting.
Customer Premise Network Device	A SNMP or non-SNMP-based device, which is located at a third-party (customer) location and is part of the network infrastructure. Includes LAN switches, LAN hubs, probes, as well as Customer Edge (CE) or Customer Premise Equipment (CPE), router, broadband modem, CSU/DSU, network access server or alike limited to two (2) WAN interfaces. A Customer Premise Network Device is required for reporting on such device whose network performance data is aggregated in Large and/or Medium Service Provider Network Devices. Excludes Extra Large NGN, Very Large NGN, Large SP and Medium Network Devices, Network Appliances Devices, servers and workstations.
Extra Large NGN Device	SGSN (Serving GPRS Support Node), GGSN (Gateway GPRS Support Node), Carrier-grade routing system with a total switching capacity greater than 1,2 Tbps which are part of the IP/MLPS or Carrier Ethernet core network.
LAN Network Device	A SNMP or non-SNMP based device such as LAN switches or hubs, with the exception of servers and workstations, which is part of the local area network infrastructure.
Large BRAS Device	BRAS (Broadband Remote Access Server) with a total switching capacity greater than 100 Gbps
Large SP Network Device	Provider (P), Provider Edge (PE) , Multiservice Edge device, Content Services Gateway, BRAS (Broadband Remote Access Server) with a switching capacity equal or lower than 100 Gbps, or Carrier-grade switching or routing system with a total switching capacity equal or lower than 320 Gbps.

Software	Specific License Usage Right
Large Wide Area Network Device	A SNMP or non-SNMP based device, which is part of the network infrastructure and contains more than 200 physical or 2,000 virtual interfaces and less than 1,000 physical or 10,000 virtual interfaces. Example: routers and WAN switches.
Medium SP Network Device	A SNMP or non-SNMP-based device such as routers, switches, hubs, network access servers, CSU/DSU and probes. May also be Customer Edge (CE) or Customer Premise Equipment (CPE). Excludes Extra Large NGN, Very Large NGN and Large Service Provider Network Devices, Network Appliances Devices, servers and workstations.
Network Appliance Device	A SNMP or non-SNMP based device that functions as a Load Balancer or a Firewall.
Residential Customer Network Device	A cable or DSL modem, gateway, router or similar equipment located at a residential subscriber physical address and enables residential subscribers to access voice, video and/or internet services of Licensee.
Residential Network Access Device	An aggregation device such as an IP, ATM or Frame Relay DSLAM, or a CMTS device connecting residential subscribers for voice, video and/or broadband internet services.
Standard Network Device	A SNMP or non-SNMP based device, with the exception of servers and workstations, which is part of the network infrastructure. Examples: routers, network access servers, CSU/DSU, network appliances, and probes.
WAN Optimization Device for Branches	A WAN optimization network device that can be in appliance mode or a plug-in module in a branch router.
WAN Optimization Device for Datacenters	A WAN optimization network device that can be in appliance mode or a plug-in module in a data center router.
Server Device	Any individual physical host and any virtual machine including but not limited to VMWare VM, Sun Solaris Zone-Container, IBM LPAR, or HP VPAR running on a physical host.
CPU Device	A CPU-based server or workstation with an operating system that manages and provides services to other programs that can be run on the same server or workstation. A CPU Device License is required per CPU.
IP Telephony Device	IP Phone, fax or similar equipment using IP telephony to exchange voice, video, fax, and other forms of information that have traditionally been carried over the dedicated circuit-switched connections of the public switched telephone network (PSTN).
Application Device	A single instance of an application or program or part thereof running on one or more servers or workstations, whether physical or virtual" e.g. Oracle.
VoIP Extension Module	Each License may be installed and used on a single computer. Software included in this product contains a module called PSI which is protected by copyright and is subject to applications for European, US, Japanese and other patents and is provided under license from Psytechnics Limited.
Vista Plug-in®	Each License may be installed once and used on a single computer for the type purchased.
VistaLink® for Crannog Netflow Tracker	Each License may be installed once and used on a single computer.
VistaView®	Each License may be installed and used on multiple computers.
VistaWatch® Module	Each License may be installed and used on a single computer for the number of acquired E2E Transactions.
E2E Transaction Agent	Each License may be used for a series of actions that are replayed by an agent for a sequence of one or more web pages within a recorded script (i.e. a scenario). Each E2E Transaction includes an agent that may be installed and used on a single computer.
5View TM Service Data Manager	Each License may be installed and used on a single computer. Each License may function only once at any given time.

Software	Specific License Usage Right
5View TM Application Usage Manager	This configuration option is dedicated to a single 5View Service Data Manager license.
5View TM Application Appliance; 5View TM Netflow Appliance; 5View TM Netflow SP Appliance 5View TM NetGener Appliance for Netflow; 5View TM Sflow Appliance; 5View TM LFAP Appliance	Each appliance may be used up to Number of IP Communications acquired by respective category. Number of IP Communications shall mean the number of communications at any point in time between different pairs of IP addresses (source and destination). The software may only be used on the delivered appliance.
5View TM IP Services Appliance	Each appliance may be used up to the Number of Devices or Operations acquired by respective category. Number of Devices shall mean the number of SNMP or non-SNMP based devices, which are a part of the IT infrastructure. Example: router, switch or server. Number of Operations shall mean the number of scheduled Cisco SLA end to end tests. The software may only be used on the delivered appliance.
5View TM VoIP Appliance	Each appliance may be used up to Number of Calls acquired by respective category. Number of Calls shall mean the number of simultaneous VoIP (Voice-Over-IP) calls. The software may only be used on the delivered appliance.
5View TM IPTV Appliance	Each appliance may be used up to Number of Channels acquired by respective category. Number of Channels shall mean the number of simultaneous IPTV channels. The software may only be used on the delivered appliance.
5View TM Asterix Appliance	The software may only be used the delivered appliance.
5View TM Internet Appliance; 5View TM eBanking Appliance	Each appliance may be used up to Number of Events acquired by respective category. Number of Events shall mean the number of parts of a single Radius exchange (5View Internet Appliance) or payment transaction (5View eBanking). The software may only be used on the delivered appliance.
5View TM Mediation Server	Each License may be installed and used on a single server. Each License may function only once at any given time and accessed by the number of users acquired and type of appliances acquired by respective category. 5View Mediation requires the purchase of at least one 5View Mediation Open Client license.
5View TM Mediation Open Client	Each License may be installed and used on several computers, up to the number of users acquired. Each License may function only once at any given time. A user represents the unique registered and authorized named individual, IP address or the like, having full access to, and use of the Software.
5View TM Mediation Connector	Each License may be installed and used on a single server. Each License may function only once at any given time and be used for the number of appliances by respective category, the Number of IP communications, Events, Records and the granularity acquired. Number of Records shall mean the number of entries or line items that are contained in a database.
5View TM Portal	Each License may be installed and used on a single server. Each License may function only once at any given time.
5View TM Mediation Viewer	Each License may be installed and used on a single computer. Each License may function only once at any given time and used by one user.

SUPPORT SERVICES

Definitions.

In the context hereof, the following terms shall have the meaning as follows:

Support Services shall mean the annual Support Services, provided either directly by Contractor or by Contractor through Manufacturer, described in this Part III of this Attachment A.

Documentation shall mean human or machine readable documentation supplied with the Software Products.

Software shall mean all of the executable code instructions and programs licensed to the Ordering Activity together with the Documentation.

Software Appliance shall mean the Software installed and bundled with computer hardware

Software Products shall mean Software and Software Appliance collectively.

Support Issue shall mean any reproducible instance of adverse or incorrect operation which renders the Software Products unusable, either in whole or in the essential functions thereof such as described in the Documentation, when the Software Products are used in normal conditions and in accordance with the Documentation on the site and pursuant to the technical configuration mentioned in the purchase order.

Contractor Obligations

Contractor shall provide Support Services, as described herein, with due skill and care, using appropriately trained and qualified personnel.

Extent of annual support obligations

The Annual Support Services comprise Technical Support Services and Update Services. Contractor shall provide assistance in the proper use of the Software Products and shall use reasonable commercial efforts to provide Issue Resolution to Support Issues and to register requests for future enhancements to the Software Products.

Technical support services

"Issue Resolution" shall mean the following, when used in the context of resolving a Support Issue:

The reported Support Issue is caused by faulty distribution media and is corrected by replacing the malfunctioning media; or

The Support Issue is resolved by an oral or emailed response; or

A solution is generated in the form of a patch or modification of executable codes or compatible release of the Software that corrects the Support Issue without causing additional problems; or

The origin of the Support Issue lies with the Documentation and the appropriate Documentation will be clarified; or

Contractor has determined that the Support Issue cannot feasibly be resolved and requires a redesign of the Software Product. The Support Issue will be corrected in a future release of an Update (as defined in article 6) or service pack and the Ordering Activity has been notified of this action; or

Contractor demonstrates that the Support Issue is caused by third party software or hardware; or

Ordering Activity and Contractor jointly agree to close the Support Issue.

Contractor may close the Support Issue if the Ordering Activity has not replied to Contractor's emails or written comments or proposals for at least ten (10) days.

The Technical Support Services shall be provided as follows:

Support Issues shall be reported by the Ordering Activity by telephone or fax, using the numbers set out in the Support Center section of this Part III ("Support Center Section") or by electronic mail (**support@infovista.com**) or any other means that Contractor may implement. The Ordering Activity must specify its current Support Services contract number in order for its Support Issue to be taken into consideration.

Technical Support is available between the hours stated in the Support Center Section.

The Ordering Activity may report any Support Issue that relates to the use of the Software Products and its Documentation, provided that the subject matter is not excluded below.

Contractor will acknowledge the reported Support Issue to the Ordering Activity within a maximum of two (2) business hours after the time of receipt of the report, by any means that it may deem appropriate (telephone, fax or electronic mail). In the event that the Ordering Activity's call or fax is received after 17:00, Contractor shall acknowledge the report by 10:00 on the following business day.

Contractor reserves the right to determine whether a Support Issue raised by the Ordering Activity is one or more Support Issues or whether it is an enhancement or feature request which may incur additional charges.

Update services

"Update" means major releases (from 1.0 to 2.0) and minor releases (from 2.1 to 2.2.). Update shall not refer to patches or service packs. Contractor may, at its sole discretion, create Updates of the Software, Software Appliance and/or Documentation.

Contractor shall distribute such Updates to Ordering Activity who have valid Support Services contracts. Updates may be issued to resolve Support Issues, to enhance existing performance or features or to add new functionality. Provided that the Ordering Activity has paid for Support Services continuously from the date of grant of the original license of the Software, such Updates shall be issued subject to those same licensing terms. Where there has been a break in the continuity of Support Services contracts paid for by the Ordering Activity, the then prevailing license terms (supplied with the Update) shall apply to the Update.

Updates shall be supplied to the Ordering Activity via Contractor's electronic delivery platform, or upon request by the Ordering Activity, on the site designated in the purchase order or such other site as Contractor may have agreed to in writing.

Contractor strongly recommends the Ordering Activity to install Updates as soon as possible from reception.

Support Services will only be provided for the current and preceding Update. Contractor will provide Support Services to Ordering Activity for each Update for a minimum of eighteen (18) months as from the first release of the applicable Update.

Annual mission critical program (mcp)

Ordering Activity may purchase (for an additional fee) MCP -- 24*7 Support Services which shall comprise the Support Services with additional coverage to ensure support 24 hours a day, 7 days a week. In order to receive such service, the Contractor invoice must clearly state that the Support Services invoiced are 24*7 Support Services.

In addition, under the MCP - 24*7 (a) Contractor will commit to make reasonable efforts to acknowledge any new Support Issue(s) within two (2) hours of its initial submission to the call center; and in the event that an immediate solution is not available, then the Ordering Activity will receive Support from a level 2 engineer (or higher) from that point forward; and (b) only Ordering Activities having purchased MCP -- 24*7 will have access to Support outside the normal working hours set out in Support Center Section.

Ordering activity obligations

Ordering Activity shall be responsible for the installation and use of the Software Products, including the corrections, improvements or Updates provided under the Support Services, in accordance with industry standards and the specific requirements provided by Contractor in the Documentation delivered to Ordering Activity.

Ordering Activity shall appoint a contact person and an alternate contact, responsible for the Support Services. These persons shall have the necessary skills to use the Software Products and implement Updates and/or Issue Resolutions and shall be the only persons authorized, except in the case of an emergency, to contact Contractor.

The Software Product is used under the sole direction, control and responsibility of the Ordering Activity, who must (a) ensure that the technical configuration is properly adapted to the use of the Software Product; and (b) ensure that any computer program used together with the Software Products does not have any defect which may have damaging consequences on the Software Products; and (c) prepare, if required, adequate breakdown plans providing for replacement measures, and in a general manner, take all appropriate steps to avoid any damaging consequence arising from the use of the Software Products.

Ordering Activity agrees to make regular backups of all of the data and files.

Ordering Activity shall cooperate in good faith to facilitate the performance of the Support Services. In this respect, Ordering Activity agrees to provide Contractor, upon request, with the number of its Support Services contract and all data necessary for Contractor to reproduce the Support Issue. Ordering Activity shall provide a description of the conditions of operation of the Software Products when the Support Issue occurred.

Ordering Activity shall also inform Contractor of any change in site, to the extent a change is authorized under the license of the Software Products.

Limitations and exclusions

Contractor shall not be obligated to provide any Support Services to the Ordering Activity if the need for services arises (or is found to have arisen) from (a) malfunctions caused by Ordering Activity's incorrect use of the Software Product or by modifications made by Ordering Activity to the Software Product without Contractor's authorization; or (b) an issue not directly related to the Software Product; or (c) accidental destruction of files, other than where caused by Contractor's negligence; or (d) failure by Ordering Activity to make adequate back--ups of files and operating input; or (e) non--compliance with the specifications, procedures, safety or care measures and other warnings contained in the Documentation; or (f) any use of the hardware on which the Software is installed, that does not conform

to the manufacturer's specifications; or (g) any change to the Software model or codes made by someone other than Contractor including, but not limited to, writing code to add functionality.

Support Services do not include, without limitation, (a) a request for training, installation, advice or assistance services which may be offered by Contractor or its partners through training, installation, consulting or assistance services; (b) a request for any on--site servicing by the Ordering Activity; (c) a request for any modification to the configuration on which the Software Product is used, necessitated by the installation of an Update; (d) a request for customization of the Software Product.

Services not included in the Support Services shall automatically be subject to additional charges. In the event that Contractor agrees, as an exception, to go on--site to resolve a Support Issue and such Support Issue is found not to be included as part of the Support Services, Contractor may invoice Ordering Activity for the time spent on--site as Consulting Services at the then prevailing rates for such services.

In all cases, travel and subsistence expenses are not included and shall be payable by the Ordering Activity.

Support center

If Ordering Activity has purchased the option MCP 24/7, Ordering Activity may contact any of the following Technical Support centers. If Ordering Activity has any other type of Maintenance contract, Ordering Activity must contact the Support Services center corresponding to the geographical region where the user site designated in the purchase order is located, at the following numbers and times:

Europe & Africa

InfoVista S.A.
6 rue de la Terre de Feu, 91952 Courtaboeuf, France

Tel :   + 33 1 64 86 79 11

Fax: + 33 1 64 86 79 79

09:00 to 19:00 CET, Monday to Friday, excluding statutory and bank holidays in France.

The Americas

InfoVista Corporation
12950 Worldgate Drive Suite 215 Herndon, Virginia 20170, USA

Tel: + 1 703 435 5571

Fax: + 1 703 435 5122

09:00 to 20:00 EST, Monday to Friday, excluding statutory and bank holidays in the USA.

Asia & Pacific

InfoVista (Asia--Pacific) Pte Ltd
750C Chai Chee Road, Unit #03--16/17, Technopark, Singapore 469003
Tel:+ 65 449 7641
Fax: + 65 449 3054
09:00 to 18:00 Singapore time, Monday to Friday, excluding statutory and bank holidays in Singapore.

Support services fees

The Support Services fee shall be renewed according to the following formula:
R = [P0 [(S -- S0) / S0]] + P0
R = Renewal fee
P0 = Initial Support Services fee
S0 = CPI--U of the sixth month before the original Support Services began
S = CPI--U published the sixth month prior to the renewal date of the Support Services contract
   CPI--U = the Consumer Price Index for All Urban Consumers, published by the U.S. Bureau of Labor Statistics (BLS).

Example: For a Support Services contract beginning on January 1st, 2009 renewed on January 1st, 2010:
SO would be the CPI--U Index for the month of July 2008 S would be
the CPI--U Index for the month of July 2009

Example: For a Support Services contract beginning on January 1st, 2009 renewed on January 1st, 2010:
SO would be the CPI Index for the month of July 2008 S would be the
CPI Index for the month of July 2009

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INNOVATIVE IDEAS UNLIMITED

INNOVATIVE IDEAS LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE

The following states the license agreement that governs Ordering Activity use of this product. Ordering Activity acknowledge and accept this agreement by proceeding with the installation of this computer software from disks, CD-ROM or using the software in any way.

Contractor provides the computer software program(s) and documentation (printed manuals, guides, bulletins, and/or online Help) and any modifications, updates, revisions, or enhancements received by Ordering Activity from Contractor (collectively, "Program") and licenses its use under the terms below.

Ordering Activity is granted a nontransferable license to use the Program under the terms stated in this Attachment for use in Ordering Activity's business or profession for the site specified and/or the number of users as purchased. Title and ownership of the Program and of the copyright in the Program remain with Contractor. Ordering Activity may not make copies, translations, or modifications of or to the Program, except Ordering Activity may copy the Program into a machine-readable or printed form for backup purposes in support of Ordering Activity use of the Program. Ordering Activity must reproduce the copyright notice on any copy of the Program or portion of the Program merged into another program. All copies of the Program and any portion of the Program merged into or used in conjunction with another program are and will continue to be the property of Contractor and subject to the terms and conditions of this Attachment.

If Ordering Activity purchased a single-user license of the Program, this license is for use of the Program by one specified person. Ordering Activity must purchase a license to use the Program for each additional user for which the Program will be installed, accessed, or available. If Ordering Activity purchased a multiple-user license of the Program, this license is for the available use of the Program for no more than the number of users specified. Ordering Activity must purchase a license to use the Program for each additional user for which the Program will be available. If Ordering Activity purchased a site license of the Program, this is a single-site license. The Program may be placed on a local network system, which connects multiple workstations located at a single site. Use of the Program at additional sites requires the purchase of additional site licenses.

Ordering Activity may not assign, sell, distribute, lease, rent, sublicense, or transfer the Program or this license or disclose the Program to any other person. Ordering Activity may not reverse-engineer, disassemble, or decompile the Program or otherwise attempt to discover the source code or structural framework of the Program. Ordering Activity may not copy, record, or use any of the available source code without the prior, written consent of Contractor.

This license terminates, given 30 days written notice, if Ordering Activity fails to comply with any provision of this Attachment. Ordering Activity agree upon termination to destroy the Program, together with all copies, modifications, and merged portions in any form, including any copy in Ordering Activity computer memory or on a hard disk.

For the Program to operate, some source code may be visible. Dissemination of this source code is strictly prohibited and will result in significant damages to Contractor.

LIMITED WARRANTY

Contractor warrants that the Program substantially conforms to the specifications contained in Contractor's packaging and promotional materials for a period of sixty (60) days from delivery as evidenced by Ordering Activity receipt, provided that the Program is used on the computer system for which it was designed. Contractor further warrants that the media on which the Program is furnished will be free from defects in material or workmanship for a period of sixty (60) days from delivery. All warranties stated herein apply only when the Program is used within the United States of America and its territories. Contractor's obligation and liability for breach of the foregoing warranties shall be to replace or correct the Program so that it substantially conforms to the specifications or to replace the defective media, as the case may be or permit a refund of the purchase of the software within the sixty (60) day period. Any modification of the Program by anyone other than Contractor voids the foregoing warranty. NO OTHER WARRANTIES ARE EXPRESSED AND NONE SHALL BE IMPLIED. CONTRACTOR DOES NOT WARRANT THAT THIS SOFTWARE IS FREE OF BUGS, IMPERFECTIONS, ERRORS, OR OMISSIONS. CONTRACTOR SPECIFICALLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE FOREGOING MAY NOT APPLY TO ORDERING ACTIVITY.

SUPPORT

Contractor will support the current version of this software and any previous versions that Contractor elects to support. However, due to the constantly changing environment of personal computer technology, previous versions may become inoperable or incompatible with current systems, hardware, or other technologies. For Ordering Activity to continue to operate successfully, it may be necessary to purchase an upgrade. Free upgrade and support is provided for one (1) year after Product purchases. Any subsequent support requires purchase of an annual support subscription.

immixTechnology, Inc.
a subsidiary of immixGroup

RECOMMENDED ENVIRONMENT

This Program has been designed to work optimally in the environment documented within the system requirements. Any defects, inconsistencies, or issues arising out of operating outside the parameters set forth therein may require the Ordering Activity to pay additional maintenance/upgrade costs to Contractor to support and/or rectify.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

INPUT

INPUT LICENSE, WARRANTY AND SUPPORT TERMS

License. Subject to the terms and conditions of this Attachment A, Contractor grants to Ordering Activity a limited, non-exclusive, non-transferable license to access and use the Databases during the Usage Period (as defined below) solely for internal business purposes ("License"). Unless expressly permitted herein, Ordering Activity agrees not to: (i) sell, lease, sublicense, assign or otherwise transfer the License; (ii) copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, any part of the Databases; (iii) disclose, display or grant access to any part of the Databases to any person or entity who is not a User (as defined below), including, without limitation, any consultant of Ordering Activity; or (iv) permit any User or other third party to do any of the foregoing. Ordering Activity agrees to abide by any additional restrictions imposed by third-party content providers on the use of content supplied by such providers through Contractor.

Authorized Access and Use. Subject to the terms and conditions of this Attachment, only authorized employees of Ordering Activity with user names and passwords ("Users") may access or use the Databases. Notwithstanding the foregoing, Users may disclose the contents of the Databases to other employees of Ordering Activity provided that such User: (i) reproduces all proprietary notices relating to the Databases; (ii) identifies Contractor has the owner of the Databases and all intellectual property rights therein; and (iii) advises such other employees that use of the Databases is subject to the terms and conditions of this Attachment. Each User's user name and password is personal to such User, and Ordering Activity will not permit Users to supply their user names and passwords to other Users or to non-Users or to allow non-Users to access or use the Databases. Except as otherwise permitted under this paragraph, Ordering Activity will not disclose the contents of the Databases, or any part thereof, to any person or entity, including parent, affiliate or subsidiary entities, other than a User, without Contractor's prior written consent. Ordering Activity is solely responsible for maintaining the confidentiality of the user names and passwords issued to it and for any access to and use of the Databases that occurs through the use of such user names and passwords. Ordering Activity will notify Contractor when User is no longer employed by Ordering Activity or if a User should otherwise be denied access to the Databases.

Intellectual Property. As between the parties, Contractor is the owner or licensee of all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database rights and all other intellectual property rights in or relating to the Databases, including, without limitation, text, data, information, software (including source and object codes) and all other technology and content of any description, in visual, oral or digital form, embodied or included in the Databases. The parties agree that this Attachment conveys no title to the Databases and no rights in the Databases other than those rights expressly provided herein.

No Warranties. ORDERING ACTIVITY EXPRESSLY AGREES THAT USE OF THE DATABASES IS AT ITS SOLE RISK. THE DATABASES ARE AVAILABLE STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS. CONTRACTOR, ITS LICENSORS AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT THE DATABASES WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE.

CONTRACTOR OBTAINS THE INFORMATION IN THE DATABASES FROM SOURCES BELIEVED TO BE ACCURATE, BUT ORDERING ACTIVITY ACKNOWLEDGES THAT THE DATABASES MAY CONTAIN INACCURACIES OR ERRORS. CONTRACTOR DOES NOT UNDERTAKE TO ADVISE ORDERING ACTIVITY OF ANY SUBSEQUENT CHANGES OR UPDATES TO THE DATABASES. ORDERING ACTIVITY ACKNOWLEDGES THAT CONTRACTOR PROVIDES THE DATABASES SOLELY FOR USE AS A RESEARCH TOOL, AND THAT THE DATABASES ARE NOT INTENDED TO, AND DO NOT, (I) SUGGEST OR SUPPORT SPECIFIC COURSES OF ACTION OR BUSINESS DECISIONS, OR (II) CONSTITUTE RECOMMENDATIONS WITH RESPECT TO ANY CONTACTS, CONTRACTS OR BUSINESS OPPORTUNITIES. CONTRACTOR EXPRESSLY DISCLAIMS ANY RESPONSI-BILITY FOR DECISIONS MADE, IN WHOLE OR IN PART, ON THE BASIS OF ANY INFORMATION CONTAINED IN, OR THE ABSENCE OF INFORMATION IN, THE DATABASES.

Ordering Activity Responsibilities. Ordering Activity acknowledges that Ordering Activity is responsible for acquiring and maintaining access to the Internet (including but not limited to, using the proper web browsers) in order to access and use the Databases and that Contractor shall not be liable for any failure of or interruption to such access and use resulting from failure or impairment of any network, software, web browser or equipment not under the control of Contractor.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

KLAS LTD

KLAS LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITION.

"Goods" means the goods which the Contractor is to supply in accordance with these terms and conditions. Any reference to Goods should also be a reference to any installment of part of the goods where appropriate.

DISCLAIMER OF WARRANTIES.
No statutory or other warranty condition, description or representation of any kind whatsoever on the part of Contractor is given or to be implied by these terms and conditions, including (but not limited to) any such as to the merchantability of fitness for any purpose of the Goods nor to any such warranty, condition, description or representation to be taken to have been given or implied from anything said or written in the negotiations between Contractor and Ordering Activity or their respective representatives prior to the effectiveness of these terms and conditions.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

KRONOS

KRONOS LICENSE, WARRANTY AND SUPPORT TERMS

SOFTWARE LICENSE AND SERVICES TERMS
Ordering Activity and Contractor agree that the terms and conditions set forth in this Software License and Services Terms ("Terms") shall apply to all Kronos Incorporated ("Manufacturer") Equipment, Software, Professional and Educational Services, Support, and such other Contractor offerings as may be provided to Ordering Activity. Services may be provided directly by Contractor or by Contractor through Manufacturer.

GENERAL LICENSE TERMS
Contractor owns or has the right to license the Software. The Software and Software documentation are confidential and may not be disclosed to a third party without Contractor's written consent. The Software contains proprietary trade secret technology. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. The price Ordering Activity pays for a copy of the Software constitutes a license fee that entitles Ordering Activity to use the Software as set forth below. Contractor grants to Ordering Activity a non-exclusive, nontransferable, perpetual (except as provided herein) license to use the Software. This license may be terminated by Contractor by written notice to Ordering Activity upon any material breach of this Attachment A by Ordering Activity which remains uncured for a period of thirty (30) days after such written notice from Contractor. Upon such termination of this license by Contractor, Ordering Activity will have no further right to use the Software and will return the Software media to Contractor and destroy all copies of the Software (and related documentation) in Ordering Activity's possession or control. This license is subject to all of the terms and conditions set forth in these Terms.

FEE BASED LIMITATIONS
Ordering Activity recognizes and agrees that the license to use the Software is limited, based upon the amount of the license fee paid by Ordering Activity. Limitations, which are applicable to an applicable order, may include the number of employees, simultaneous or active users, Software product modules, Software features, computer model and serial number, and/or the number of telephone lines or terminals to which the Software is permitted to be connected. Ordering Activity agrees to: i) use the Software only for the number of employees, simultaneous or active users, computer model and serial number, and/or terminals permitted by the applicable license fee; ii) use only the product modules and/or features permitted by the applicable license fees; and iii) use the Software only in support of Ordering Activity's own business. Ordering Activity agrees not to increase the number of employees, simultaneous or active users, terminals, products modules, features, or to upgrade the model, as applicable, unless and until Ordering Activity pays the applicable fee for such increase/upgrade. Ordering Activity may not relicense or sublicense the Software to, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Ordering Activity may not provide service bureau or other data processing services that make use of the Software without the express prior written consent of Contractor.

OBJECT CODE ONLY
Ordering Activity may use the computer programs included in the Software (the "Programs") in object code form only, and shall not reverse compile, disassemble or otherwise convert the Programs into uncompiled or unassembled code.

PERMITTED COPIES
Ordering Activity may copy the Programs as reasonably necessary to load and execute the Programs and for backup and disaster recovery and testing purposes only, except for additional copies of the Teletime Software (which must be purchased separately). All copies of the Programs or any part thereof, whether in printed or machine readable form and whether on storage media or otherwise, are subject to all the terms of this license, and all copies of the Programs or any part of the Programs shall include the copyright and proprietary rights notices contained in the Programs as delivered to the Ordering Activity.

UPDATES
In the event that Contractor supplies Service Packs, Point Releases and Major Releases (including legislative updates if available) of the Software (collectively referred to as "Updates"), such Updates shall be part of the Software and the provisions of this license shall apply to such Updates and to the Software as modified thereby.

FIRMWARE
Ordering Activity may not download firmware updates for the Contractor Equipment unless Ordering Activity is maintaining such Equipment under a support plan with Contractor.

TRAINING POINTS
Ordering Activity agrees to purchase the quantity of Contractor "training points" applicable to an order at the rate quoted ("Training Points"). Purchased Training Points may be redeemed for an equivalent value of instructor-led training sessions offered by Contractor. Available instructor-led sessions are listed at http://customer.Contractor.com and each session has the Training Points value indicated. Training Points may be redeemed at any time within 12 months of the date of the applicable Order Form, at which time they shall expire. Training Points may not be exchanged for other Contractor products and/or services. Contractor will invoice Ordering Activity for the Training Points identified in the Order Form upon execution of such Order Form with payment due upon the payment terms indicated in such Order Form.

LIMITED WARRANTY
Contractor warrants that all Contractor Equipment and Software media shall be free from defects in materials and workmanship, for a period of ninety (90) days from delivery. In the event of a breach of this warranty, Ordering Activity's exclusive remedy shall be Contractor's repair or

replacement of the deficient Equipment and/or Software media, at Contractor's option, provided that Ordering Activity's use, installation and maintenance thereof have conformed to the meet the Contractor specifications ("Specifications"). This warranty is extended to Ordering Activity only and shall not apply to any Equipment (or parts thereof) or Software media in the event of:

    (a)   damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including modification or replacement of any Contractor components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;

    (b)   failure of Ordering Activity to provide and maintain a suitable installation environment, as specified in the Specifications; or

    (c)   malfunctions resulting from the use of badges or supplies not approved by Contractor.

PROFFESSIONAL AND EDUCATIONAL SERVICES

Warranty

Contractor warrants that all professional and educational services performed under this Attachment A shall be performed in a professional and competent manner. In the event that Contractor breaches this warranty, and Ordering Activity so notifies Contractor within 30 days of receipt of invoice for the applicable services, the Ordering Activity's remedy shall be Contractor's re-performance of the services which were deficient in a manner so as to conform to the foregoing warranty, at no additional cost to Ordering Activity.

Contractor professional and educational services terms

The following terms and conditions shall apply to Contractor's provision of Professional and/or Educational Services purchased by Ordering Activity:

a. **Professional Services:**

• Contractor will provide Ordering Activity with a Professional Services Estimate or Statement of Work that outlines the project deliverables and provides an estimate for the project scope and cost required to complete the engagement, based upon preliminary information provided by Ordering Activity.

• Contractor and Ordering Activity agree that given the use of estimated times; the Assess Phase of the engagement will be used to determine whether modifications to project scope and cost are required.

• Any such modification to project scope and cost will be supported through the generation of a Contractor Change Order that is signed by the Ordering Activity (see Change Order Process below).

• The original project scope and cost of an engagement will apply until, and if, the Ordering Activity signs a Change Order.

• The Professional Services Estimate or Statement of Work is valid for one year from the date of signature.

• Contractor will invoice the Ordering Activity on a monthly basis for all Professional Services provided during the previous month.

• Professional Services work will be conducted during normal business hours, 8:00 AM – 5:00 PM, Monday through Friday.

• All Professional Services work scheduled to start outside of normal business hours will be billed in full at a premium rate described below. For work to be performed After Hours, on Holidays, or on Weekends, an approved Change Order will be required prior to scheduling (see Change Order Process below). Ordering Activity will be charged as follows:

(i)   All Professional Services will be scheduled and billed in 4 hour increments with a minimum charge of 4 hours.

(ii)   After Hours

    (a)   All scheduled work will be billed at 1.5 times the current contract rate by role.

    (b)   After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.

(iii)   Weekend

    (a)   All scheduled work will be billed at 2.0 times the current contract rate by role.

    (b)   Weekend is 5:00 PM Friday– 8:00 AM Monday.

(iv)   Holiday

    (a)   All scheduled work will be billed at 2.0 times the current contract rate by role.

    (b)   Holiday is recognized Contractor Holiday (see below).

(v)   Onsite Support requiring Travel:

    (a)   All travel time (portal to portal) will be billed at the current contract rate by role.

    (b)   Expense reimbursement is pursuant to the Attachment A covering such Professional Services between the Ordering Activity and Contractor.

• Contractor requires notification for the cancellation or rescheduling of Contractor personnel. Ordering Activity will be charged for failure to meet the following notification requirements:

(i)   2 business days prior to scheduled work — 50% of planned charges are invoiced for scheduled work.

(ii)   1 business day prior to scheduled work — 100% of planned charges are invoiced for scheduled work.

 • In providing Professional Services, Contractor recognizes the following holidays:

(i) New Year's Day

(ii) President's Day

(iii) Memorial Day

(iv) Independence Day

(v) Labor Day

(vi) Thanksgiving Day and the day after

(vii) Christmas Day

• Change Order Process:

(i) All changes to the original, signed Professional Services Estimate or Statement of Work will be initiated by the Contractor Project Manager and reflected through the use of a Change Order, approved and signed by the Ordering Activity.

(ii) A change of project scope and cost, resulting in a Change Order, could result from: an increase or change to project deliverables, customer allocated time, customer scheduling changes, technology limitations.

(iii) The last authorized Professional Services Estimate or Statement of Work, including any previously approved Change Orders, will prevail until amended by a subsequent approved Change Order.

(iv) Unless otherwise addressed within these policies, the hourly rate(s) quoted within a Change Order for work to be performed within normal business hours will be consistent with that contained within the original Professional Service Estimate or Statement of Work, if such Change Order is executed during the course of the original engagement, or within one (1) year of the signing of the original Professional Services Estimate or Statement of Work, whichever is earlier.

(v) In instances where specialized resources are requested, but not contained within the original Professional Services Estimate or Statement of Work, the quoted rate will be established at Contractor' then current rate for such requested services.

• Travel

(i) Travel expenses will be charged pursuant to the Attachment A covering such Professional Services between the Ordering Activity and Contractor.

(ii) In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Ordering Activity shall be made aware of any such instance during the sales or Change Order process.

(iii) Ordering Activity is responsible for travel costs for employees attending training at a Contractor location.

b. Educational Services:

• All Instructor-led Educational Services classes will be held at a Contractor facility, or via the Contractor Virtual Classroom (if offered in that modality), unless Ordering Activity has purchased onsite location training.

•. Contractor requires notification of cancellation from an Instructor-led class. Ordering Activity will be charged for training upon failure to meet the following notification requirements:

(i) For any PUBLIC course held in the traditional classroom or in the virtual classroom:
Attendees must cancel at least five business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

(ii) For any PRIVATE course held at a customer site, in the traditional classroom, or in the virtual classroom:
Attendees must cancel at least ten business days before the class start date to avoid cancellation fees (equal to the cost of the course). Student substitutions can be made at any time as long as prerequisites have been met.

• Contractor reserves the right to cancel classes up to five business days before the scheduled start date for public courses held in a Contractor Traditional Classroom (KTC) and up to two business days before the scheduled start date for public courses held in a Contractor Virtual Classroom (KVC) due to lack of enrollment or any other unforeseen circumstances.

• Educational Services purchases are valid for one (1) year from the date of signature. Educational Service purchased but not used within this one-year period will expire.

• All training course delivery scheduled to start outside of normal business hours will be billed in full at a premium rate described below. Ordering Activity will be charged as follows:

(i) After Hours
There will be a 1.5 times premium in either per student public or per class private day rates.
After Hours are 5:00 PM – 8:00 AM, Monday through Thursday.

(ii) Weekend
There will be a 2.0 times premium in either per student public or per class private day rates.
Weekend is 5:00 PM Friday – 8:00 AM Monday.

(iii) Holiday
There will be a 2.0 times premium in either per student public or per class private day rates.
Holiday is recognized Contractor Holiday (see above).

• Travel
(i) Travel expenses will be charged pursuant to the Attachment A covering such Professional Services between the customer and Contractor.

(ii) In certain instances specialized resources may be used that require the payment of airfare, lodging and related travel expenses. Ordering Activity shall be made aware of any such instance during the sales or Change Order process.

(iii) Ordering Activity is responsible for travel costs for employees attending training at a Contractor location.

• Ordering Activity is responsible for travel and related costs for a Contractor trainer providing instruction at the Ordering Activity location.

• Additional Terms Applicable to Educational Services:

(i) Contractor personnel working at the Ordering Activity site shall have access to necessary infrastructure (servers, network, etc.).

(ii) In instances where Contractor personnel are working remotely access will be granted through the use of industry standard tools (DTS, GoToMyPC, PCAnywhere, etc.).

(iii) Ordering Activity agrees to not hire any Contractor employee who has performed services under the Attachment A for a period of one-year after the completion of such services.

(iv) All required system administration, maintenance, backups, tuning, etc., is the responsibility of the Ordering Activity.

(v) Ordering Activity Data: To perform the implementation and to provide support after completion, Contractor may need to access and retain information regarding your employees and business organization. Contractor will take all reasonable steps to limit and safeguard the security of this information. We may make recommendations to enhance your organization's procedures for securing your data — these recommendations are intended to enhance the security of any sensitive information that is provided to us. However, there are no guarantees that they will ensure the security of your information, nor should Contractor' actions be viewed as the only safeguards necessary. The security of your data is ultimately your responsibility.

SOFTWARE AND EQUIPMENT SUPPORT SERVICES

Software support options
Ordering Activity may select from the following Software support purchase options: Gold (or Gold Plus) and Platinum (or Platinum Plus) support ("Service Type"), each providing different service coverage periods and/or service offerings, as specified herein ("Service Offerings") and in the Contractor Support Service Policies (defined below). Ordering Activity must purchase the same Service Type for all of the Software specified on the Order Form, (however, if Ordering Activity is purchasing support services for Visionware Software, Ordering Activity may only purchase Gold Service Type for the Visionware Software). All Updates shall be provided via remote access.

GOLD SERVICE OFFERINGS Ordering Activity shall be entitled to receive:
(i)   Updates for the Software (not including any Software for which Contractor charges a separate license fee), provided that Ordering Activity's operating system and equipment meet minimum system configuration requirements, as reasonably determined by Contractor. If Ordering Activity requests Contractor to install such Updates or to provide retraining, Ordering Activity agrees to pay Contractor for such installation or retraining at Contractor' then-current time and materials rate.
(ii)   Telephone and/or electronic access to the Contractor Global Support Center for the logging of requests for service during the Service Coverage Period. The Service Coverage Period for the Gold Service Offering is 8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Contractor holidays.
(iii) Web-based support including access to Software documentation, FAQ's, access to Contractor knowledge base, Ordering Activity forums, and e-case management. Such offerings are subject to modification by Contractor.
(iv)   Web-based remote diagnostic technical assistance which may be utilized by Contractor to resolve Software functional problems and user problems during the Service Coverage Period.
(v)   Access to specialized content as and when made available by Contractor such as technical advisories, learning quick tips, brown bag seminars, technical insider tips, SHRM e-Learning, HR Payroll Answerforce and service case studies.

PLATINUM AND PLUS SERVICE OFFERINGS:
Platinum: In addition to the Service Offerings specified for the Gold Service Offering above, the Service Coverage Period for the Platinum Service Offering is 24 hours a day, seven days a week, 365 days a year.

Plus option: In addition to the Service Offerings specified for the Gold Service Offering above, Ordering Activities purchasing the Plus option shall receive the services of a dedicated, but not exclusive, Contractor Technical Account Manager ("TAM") for one production instance of the Software. Ordering Activities purchasing the Gold-Plus option shall designate up to one primary and one secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM, while Ordering Activities purchasing the Platinum-Plus option shall designate up to two primary and three secondary backup Technical Contacts. Upon request, Ordering Activity may designate additional and/or backup Technical Contacts. Ordering Activity is required to place all primary Technical Contacts through Contractor product training for the Software covered under this Attachment A at Ordering Activity's expense.

Ordering Activity purchasing the Platinum-Plus option shall also receive a one day per year visit to be performed at the Ordering Activity location where the Software is installed. During this onsite visit, Contractor shall work with Ordering Activity to identify ways to help Ordering Activity increase functionality or maximize utilization of the Software in Ordering Activity's specific environment. Ordering Activity must be utilizing the then-current version of the Software. Travel and expenses are not included and shall be paid by Ordering Activity.

ADDITION OF SOFTWARE
Additional Software purchased by Ordering Activity during the initial or any renewal term shall be added to this Attachment A at the same support option as the then current Software support coverage in place under these terms. Ordering Activity agrees to pay the charges for such addition, and any such addition shall be automatically renewed as provided in these terms.

RESPONSIBILITIES OF ORDERING ACTIVITY
Ordering Activity agrees (i) to provide Contractor personnel with full, free and safe access to Software for purposes of support, including use of Contractor' standard remote access technology, if required; (ii) to maintain and operate the Software in an environment and according to procedures which conform to the Specifications; and (iii) not to allow support of the Software by anyone other than Contractor without prior written authorization from Contractor. Failure to utilize Contractor' remote access technology may delay Contractor' response and/or resolution to Ordering Activity's reported Software problem. If Ordering Activity requires the use of a specific remote access technology not specified by Contractor, then Ordering Activity must purchase the Plus option to receive support and provide Contractor personnel with full, free and safe access to the remote access hardware and/or software.

DEPOT SUPPORT SERVICES
In the event Ordering Activity elects to purchase depot equipment repair support services ("Depot Support Services") for Ordering Activity's Contractor Equipment ("Product(s)") in locations within the United States, Canada, and Puerto Rico, Contractor shall provide such services pursuant to the following terms and conditions:

DEPOT SUPPORT SERVICE. Upon the failure of an installed Product, Ordering Activity shall notify Contractor of such failure and Contractor will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Contractor to be Product related shall be dispatched to a Manufacturer Depot Repair Center, and Ordering Activity will be provided with an RMA for the failed Product if Ordering Activity is to return the failed Product to Contractor, as reasonably determined by Contractor. Ordering Activity must return the failed product with the supplied Return Material Authorization Number (RMA).

(i) Depot Exchange: Contractor will provide a replacement for the failed Product at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Contractor' choice. Replacement Product will be shipped the same day, for next business day delivery to Ordering Activity's location. REPLACEMENT PRODUCT(S) MAY BE NEW OR RECONDITIONED. Ordering Activity shall specify the address to which the Product is to be shipped. All shipments will include the Contractor provided RMA designating the applicable Manufacturer Depot Repair Center, as the recipient. Ordering Activity, upon receipt of the replacement Product from Contractor, shall package the defective Product in the materials provided by Contractor, with the RMA supplied and promptly return failed Products directly to Contractor using the carrier specified by Contractor.

(ii) Depot Repair: It is Ordering Activity's obligation to purchase and retain, at Ordering Activity's location and at Ordering Activity's sole risk and expense, a sufficient number of spare products ("Spare Products") to allow Ordering Activity to replace failed Products at all Ordering Activity locations. Upon failure of an installed Product, Ordering Activity shall install a Spare Product to replace the failed Product. Ordering Activity shall also specify the address to which the repaired Product should be return shipped. Ordering Activity shall then return the failed Product, with the required RMA, to the applicable Manufacturer Depot Repair Center. Ordering Activity shall make every reasonable effort to return the failed Product using the same packing materials in which the original Product was sent. Upon receipt of the failed Product, Contractor shall repair the failed Product and ship it, within ten (10) business days after receipt, to Ordering Activity. Contractor shall ship the repaired Product by regular surface transportation to Ordering Activity.

RESPONSIBILITIES OF CUSTOMER. Ordering Activity agrees that it shall return failed Products promptly as the failures occur and that it shall not hold failed Products and send failed Product to Contractor in "batches" which shall result in a longer turnaround time and surcharge to Ordering Activity. In addition, Ordering Activity agrees to:

(i) Maintain the Products in an environment conforming to Contractor' published specifications for such Products;

(ii) Deinstall all failed Products and install all replacement Products in accordance with Contractor' published installation guidelines;

(iii) Ensure that the Product(s) are returned to Contractor properly packaged; and

(iv) Obtain an RMA before returning any Product to Contractor and place the RMA clearly and conspicuously on the outside of the shipping package. Ordering Activity may only return the specific Product authorized by Contractor when issuing the RMA.

SUPPORT EXCLUSIONS
Depot Support Service does not include the replacement of "consumables". In addition, Depot Support Service does not include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:

(i) Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;

(ii) Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Contractor' published installation guidelines) including, but not limited to, adequate electrical power;

(iii) Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with published specifications;

(iv) Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor;

(v) Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or

(vi) Ordering Activity's repair, attempted repair or modification of the Products.

Professional services provided by Contractor in connection with the installation of any Software or firmware upgrades, if available, and if requested by Ordering Activity are not covered by Depot Support Services. Firmware (including equipment service packs) which may be available to resolve a Product issue is not installed by the Manufacturer Depot Repair Center but is available for download at Contractor' customer web site provided Ordering Activity is maintaining the Product under an annual Depot Support Services plan with Contractor.

WARRANTY AND DISCLAIMERS. Contractor warrants that all repairs performed under this Attachment A shall be performed in a professional and competent manner. ALL OTHER WARRANTIES FOR THE REPAIR SERVICES PROVIDED HEREUNDER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE AND MERCHANTABILITY, ARE EXCLUDED BY ATTACHMENT A OF THE PARTIES.

REMEDY. The remedy of Ordering Activity and sole liability of Contractor shall be replacement of the repaired Product.

EXTENDED SUPPORT PROGRAM (DELL SERVERS)
An Ordering Activity purchasing the Extended Support Program for its Dell servers purchased from Contractor shall receive a specialized, bundled set of Contractor Support Services. Because of the specialized nature of these services, the following terms and conditions shall apply to the Extended Support Program.

Payroll Tax Process and Reporting Services (Only available in the United States)

(i) Ordering Activity understands that Empower shall supply the Payroll Tax Processing Services to Ordering Activity using Ordering Activity's data, and that Ordering Activity is required to transmit accurate data to Empower, and review all draft returns provided to Ordering Activity by Empower, in a timely fashion in accordance with any applicable Empower terms set forth in an order.

(ii) Ordering Activity understands and acknowledges that all Services (including support services) rendered by Contractor and Empower will be based upon information furnished by Ordering Activity. Assuming the receipt from Ordering Activity of accurate information, timely-submitted and correct data, and, if applicable, timely funding of payroll tax liabilities by Ordering Activity, Empower assumes full responsibility to Ordering Activity for the accurate and timely payment of applicable liabilities to the proper taxing authorities, in the manner prescribed by those agencies. Should Empower fail to comply due to its negligence, Empower shall be responsible for any related penalties which may result, provided Empower has the authority to negotiate those penalties at its own expense.

Dell Ready to Run Program
(i) The Dell hardware products with which the Software is bundled ("Dell Products") are subject to Dell's U.S. Terms and Conditions of Sale ("Dell Terms and Conditions"), a copy of which shall be provided by Dell directly to Ordering Activity. The only warranty applicable to Dell Products, if any, is limited to the warranty stated in the Dell Terms and Conditions. Contractor reserves the right to substitute a Dell Product with another Dell Product of equal or greater functionality if the Dell Product ordered by Ordering Activity is unavailable.

(ii) Contractor is not responsible for support of the Dell Products and shall not be liable for any costs, damages or expenses resulting from problems with the Dell Products. Ordering Activity is to contact Dell for any problems or questions with the Dell Products.

(iii) The Dell Return Policy, as described in the Dell Terms and Conditions, is not available on Dell Products purchased through the Program. All other Dell Terms and Conditions shall apply as described therein.

(iv) The Dell Products are sized by Contractor based on the employee capacity of the Software licensed by Ordering Activity. In the event that Ordering Activity purchases additional license capacity of the Software or adds other applications to be run on the Dell Products, it may become necessary for Ordering Activity to purchase additional Dell Products in order to maintain the increased server load.

(v) If Ordering Activity is sublicensing Microsoft SQL Server software as part of the Program, the following additional terms shall apply: The Microsoft SQL Server software being sublicensed hereunder ("SQL") as part of the Contractor Software is standard edition ("Runtime-Restricted Use") software; as such, SQL may only be used to run the Software. SQL may not be used either (i) to develop and/or (ii) in conjunction with, new applications, databases or tables other than those contained in the Software. The foregoing, however, does not prohibit Ordering Activity from using a tool to run queries or reports from existing tables, and/or from using a development environment or workbench, which is part of the Software to configure or extend such Software. Notwithstanding any provision of the Attachment A, Ordering Activity may only transfer SQL as part of the Software. Ordering Activity also agrees to use the Microsoft SQL Server software only on the servers, processors or other electronic devices which the Software is permitted to be connected.

Dell Extended Support Program.

ADDITIONAL SERVICE OFFERINGS PROVIDED UNDER EXTENDED SUPPORT PROGRAM

Services	Description
Upgrades	Installation of every other software point release is included. Contractor will perform the technical work required to upgrade your software. New feature configuration, project management, testing, and training are not included and can be ordered separately.
Database Monitoring and	Contractor is responsible for monitoring and managing performance of the DBMS. This includes running all

Performance Tuning	maintenance scripts such as updating statistics, free space, indexes and database integrity checks as described in Contractor Best Practices.
Contractor Application Service Packs and Legislative Updates	Service packs and legislative updates are provided and installed as required to repair reported product issues. Modifications to product or report customizations impacted by Service packs or legislative updates are not included and can be ordered separately.
Backup & Restore Assistance	Data backup configuration planning assistance. Ordering Activity is required to perform data backups. Contractor is not responsible for data loss.

DEFAULT
Ordering Activity shall have the right to terminate Contractor support services in the event that Contractor is in breach of the support services warranty set forth below and such breach is not cured within fifteen (15) days after written notice specifying the nature of the breach. In the event of such termination, Contractor shall refund to Ordering Activity on a pro-rata basis those pre-paid annual support fees associated with the unused portion of the support term. Contractor reserves the right to terminate or suspend support service in the event the Ordering Activity is in default under this Attachment A with Contractor and such default is not corrected within fifteen (15) days after written notice.

WARRANTY
Contractor warrants that all support services shall be performed in a professional and competent manner.

CONTRACTOR SOFTWARE SUPPORT SERVICE POLICIES
The following Contractor Support Services Policies shall apply to all   Software Support   Services purchased by Ordering Activity:

a. Product Coverage.

(i) For each installation, Ordering Activity's must purchase the same software support service type for all software and must purchase the same equipment support service type for all equipment.

(ii) Workforce Central suite
Contractor only provides service packs for the current release and the two immediately prior releases of the Software. Contractor currently come out with new releases every eighteen months. Resolution of an issue may require that you upgrade to the current release of the Software. Workforce HR and Workforce Payroll are exceptions to the rule. Contractor provides service packs for the current release and the immediately prior release of the Software only for Workforce HR and Workforce Payroll.

(iii) Contractor iSeries Central suite
Contractor only provides service packs for the current release and the two immediately prior releases of the Software. Resolution of an issue may require that you upgrade to the current release of the Software.

(iv) Timekeeper Central
Contractor only provides "defect repairs" for the current release of the Software.

(v) Contractor defines Version, Release, and Service Pack as follows:

    (a) Version: A software product upgrade that includes major new features or functionality.

    (b) Release: A software product upgrade that includes minor new features or functionality.

    (c) Service Pack: One or more defect repairs bundled into a single update. Service packs are cumulative - Service Pack N will, at minimum, include all of the changes delivered in Service Pack N-1.

    (d) The software product hierarchy is: Version . Release . Service Pack

b. Support Exclusions.

(i) Support service does not include service to the Software resulting from, or associated with:
    (a)   Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
    (b)   Ordering Activity's failure to continually provide a suitable installation environment as specified in Contractor' specifications; or
    (c)   Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Contractor' specifications; or
    (d)   Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Contractor; or
    (e)   Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor; or
    (f)   Ordering Activity's computer or operating system malfunctions; or
    (g)   Services required for application programs and/or conversions from products or software not supplied by Contractor; or
    (h)   Reprogramming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.

(ii) In addition to the Support exclusions above the following Services are NOT covered and are subject to the applicable Contractor Service rates:

- (a) Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, and Fields
- (b) Creating New Schedules
- (c) Terminal Programming and Cold Start
- (d) Pay Period Changes
- (e) Programming, modifying, implementing, training or troubleshooting the following:
    1. Data integration interfaces (i.e. Connect, Integration Manager)
    2. Custom Reports
    3. Custom Application extensions
- (f) Editing Process Manager templates and creating new templates
- (g) Installing or reinstalling Applications such as, but not limited to,
    1. Adding a Workstation
    2. Moving the Application
    3. Reinstalling following a Hard Drive Crash
- (h) Database Administration Maintenance or Services such as, but not limited to,
    1. Database maintenance scripts
    2. Writing or customizing database scripts for data reporting and/or retrieval
    3. Performance Tuning
    4. Sizing
    5. Disaster Recovery
    6. Database backup strategy and/or setup
- (i) Establishing a Non-Production Environment such as, but not limited to,
    1. Test environments, i.e., application servers, database servers
    2. K-Demo
- (j) Troubleshooting Environmental Issues such as, but not limited to,
    1. Operating System
    2. Network Issues
    3. Firewalls
    4. Servers
    5. Workstations
    6. Single Sign On
- (k) Custom Reports or Custom Application Extensions
- (l) Implementation or configuration services related to upgrading product such as, but not limited to,
    1. Software implementation
    2. Porting custom software (i.e., reports)
    3. Change management
    4. Training
    5. New functionality deployment
    6. Application interfaces
- (m) Service to Contractor custom software is not provided, unless otherwise specified on the applicable Order Form for such custom software.
- (n) Importing new data i.e. from acquisitions or purchasing of another company.
- (o) Load balancing configuration
- (p) Virtual server configuration

Support Discontinuance – End of Life

Contractor may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Attachment A, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Attachment A, the remaining value of the Attachment A will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services.

In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay (i) the support services fees at list price for such lapsed or un-procured time period for when the products were not on support; and (ii) the annual support services at the then current list price for the applicable product(s), plus twenty per cent (20%) of the support services fees.

Service Coverage Period:

8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding Contractor holidays, with access to Contractor's technical support staff - Silver Support.
The availability of Silver support for new purchases was discontinued on July 1, 2007, and for Silver support Attachment A renewals on May 1, 2008.

8:00 a.m. to 8:00 p.m., local time, Monday through Friday, excluding Contractor holidays, with access to Contractor's technical support staff - Gold or Gold Plus Support.

24 hours a day, seven days a week, 365 days a year, with access to Contractor's technical support staff - Platinum or Platinum Plus Support

Priority Based Support

Contractor provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Contractor Global Support has set up the following guidelines to assess the priority of each service request:

High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:

- Unable to sign-off Time Cards
- Totals are not accurate
- Unable to collect punches from terminals
- Unable to access a critical application function such as scheduling

No workaround is available.

Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as:

- Intermittent or inconsistent functionality results or data accuracy - accrual balances not matching pay codes but balances are accurate
- Data display inaccuracies or inconsistencies across multiple tasks
- System performance is inconsistent or fluctuates

A workaround is available.

Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:

- How do I set up a holiday pay rule?
- How do I run a report?
- How often should database maintenance be executed?

A workaround is available on the customer portal.

Response Time.

Response Time shall mean from the time the case priority is set by Contractor' Support Center until a Contractor support representative contacts the Ordering Activity to begin service. Contractor utilizes a priority based support focus. Customers with the most critical request will be serviced in accordance with the following guidelines:

Priority	Gold	Platinum
High	2 hours	1 hour
Medium	4 hours	4 hours
Low	8 hours	8 hours

All response times are business hours.

The above are only guidelines and may be modified, for a particular incident, based on joint agreement A between Ordering Activity and Contractor, e.g., if a Gold support customer's case is logged at 4:55 p.m., local time, with a "Medium Priority" designation, Contractor would respond before 8:55 a.m., local time, the next business day (Monday - Friday for Gold Support customers).

Critical Outages.

Contractor Global Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond normal hours, the case may be passed to the after hours team or to the mission critical support engineer on duty. **On-going continuous effort may also be dependent on Ordering Activity's ability to provide a resource to work with the Contractor Global Support engineer during this period. Support outside the scope of the services Attachment A is billable.**

Technical Escalation.

Contractor's case resolution process is a team-based approach structured around specific products of the Application suite and staffed by Support Engineers covering the full spectrum of skill sets and technical expertise. The Teams are empowered to dynamically apply the

appropriate resources to a case based on severity and complexity to ensure the fastest resolution time possible. The teams are also integrated with the Development Engineering staff and engage their assistance and technical guidance when necessary and/or directly escalate depending on case severity and time to resolve considerations. For situations that contain multiple cases an Account Manager may be assigned to act as a single point of contact and communication regarding case resolution status, action plan development, resource integration and implementation co-ordination. The Account Manager remains engaged until the situation has been successfully remediated.

Management Escalation.

Ordering Activity may, at any time, ask to speak to a Contractor manager if they experience dissatisfaction with the level of service received with respect to a specific case or service in general. To contact a Contractor Global Support manager, please telephone your Contractor Support Services center and ask to speak to a manager.

Software Support Services and Features

Contractor provides different levels of support offerings through our Platinum *Plus*, Platinum, Gold *Plus*, and Gold support services.

Platinum Plus Support Service.

Platinum Plus Support customers have access to the same features as the Platinum Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Contractor products and services to provide you with proactive, consultative expertise. For Platinum Plus customers, a TAM is available **24 hours per day**, 7 days per week. Platinum Plus customers can designate **5 named contacts**, and also enjoy one on-site visit per year.

Platinum Support Service.

Platinum Support customers have access to the same service features as Gold Support customers and the following additional entitlements:
- 24 x 7 x 365 telephone access to Contractor Global Support
- Access to Senior Support Engineers
- Response time of 1 hour or less for High, 4 hours or less for Medium, and 1 business day or less for Low Priority calls.

Platinum Support customers also have the option of upgrading to Platinum Plus.

Gold Plus Support Service.

Gold Plus Support customers have access to the same features as the Gold Support customers and access to the Technical Account Manager (TAM). The TAM is a seasoned service professional that will draw upon a vast knowledge of Contractor products and services to provide you with proactive, consultative expertise. For Gold Plus customers, a TAM is available from **8:00 a.m.-8:00 p.m.**, local time, Monday-Friday. Gold Plus customers can designate **2 named contacts**.

Gold Support Service.

Gold Support offers a very well-rounded support program. Included is free access to Contractor Global Support from 8:00 a.m. to 8:00 p.m. local time, as well as the following entitlements noted below. Gold Support customers also have the option of upgrading to Gold Plus.

(i) SuperSearch (Available to all Support Attachment A customers).
The Search engine searches the following data sources* and includes Basic and Advanced filters to search by product.
- Knowledge base
- Documentation (Manuals and User Guides)
- Service packs
- Ordering Activity forums
- Technical Advisories and Technical Insiders
- Frequently asked questions (FAQs)
*Access to data sources is limited by type of support service.

(ii) Technical Advisories (Available to all Support Attachment A customers)

Contractor Global Support Center personnel are a valuable source of knowledge and experience. Ordering Activity has access to the same vast repositories of information that they use. Ordering Activity has access to these technical alerts located on the Contractor customer portal.

(iii) Service Case Studies (Available to Gold and Platinum level customers)

An in-depth understanding of technology and how Contractor applications incorporate that technology.

(iv) Learning Quick Tips (Available to Gold and Platinum level customers)

Web-based, self-paced recorded training modules for Ordering Activity's Contractor application. These training recordings are short in duration and are available anytime and anywhere via the internet.

(v) Technical Insider (Available to Gold and Platinum level customers)

The Technical Insider offers best practices, procedures, and tools and is available through Contractor's customer portal.

(vi) Brown Bag Sessions (Available to Gold and Platinum level customers)

Training over the Internet on a variety of topics pertaining to the Contractor system. Contractor Global Support offers these Brown Bag workshops in a structured online format without costly travel or interruption to schedule. These sessions are one hour in length and are FREE for all Contractor customers with Gold or Platinum support agreements.

(vii) HR and Payroll Answerforce (Available to Gold and Platinum level customers)

HR and Payroll Answerforce enables Ordering Activity to facilitate communication between employees, managers and HR professionals. It provides managers and employees with current HR information they need to make effective decisions. Experience an award-winning user interface which delivers up-to-date human resources, employee benefits, compensation, employment and regulatory information directly to desktop.

(viii) SHRM e-Learning (Available to Gold and Platinum level customers)

SHRM e-Learning is an online educational environment that delivers just-in-time training to HR professionals through a series of HR-related mini-courses. SHRMe-Learning courses are facilitated by leading industry experts and presentations range from 60 to 90 minutes in length.

(ix) Interactive Forms (Available to Platinum level customers)

Instant access to a comprehensive and easy-to-use library of HR and Employment & Payroll Tax forms and instructions. Ordering Activity can access, fill out, save, print, and maintain over 730 HR forms and 2500 Payroll forms.

(x) Service Packs (Available to all Support Agreement customers)

Contractor Support Services entitles all Ordering Activities who purchase a support agreement to the latest available product version upgrades, updates and enhancements, and documentation released during the agreement period, available on CD or downloadable from the Contractor customer portal. Protecting Ordering Activity's investment is where Contractor's coverage begins as an Ordering Activity embarks on its journey to increased knowledge and improved business performance. This service feature entitles Ordering Activity to the latest available product releases, updates/patches and legislative updates for the Workforce Payroll™ module. For many products, the latest support releases (service packs) or legislative updates are posted on the customer portal for Ordering Activity to download and install. Ordering Activity must sign up for email alerts to get notified of the release of new service packs on the Contractor customer portal.

(xi) Knowledge Base (Available to all Support Agreement customers)

Accessed by our customers thousands of times per month, this online database currently contains thousands of answers to questions about Contractor products. Type in a question and the knowledge base suggests a solution. It is tightly integrated with Contractor's Global Support case management system and captures the real-world experience of its support engineers. The knowledge base is constantly updated. When Contractor's support engineers encounter and resolve new situations, they can automatically submit new solutions to the knowledge base.

(xii) Frequently Asked Questions (Available to all Support Services customers)

Conveniently organized and continuously populated from the knowledge base, FAQs truly represent those issues that customers ask about most. Before querying the knowledge base, try the FAQs to find your answers or get ahead of issues you may not be aware of.

(xiii) eCase management (Available to all Support Agreement customers)

For Ordering Activity's convenience, Contractor gives Ordering Activity direct access to Contractor's electronic case management system. Ordering Activity may make its own notes to help explain what it is encountering. Ordering Activity's case is formally assigned a number and subject to all the normal tracking and routing mechanisms. Cases are reviewed Monday-Friday, during the business hours of the applicable Contractor support center, excluding Contractor holidays. Should Ordering Activity require assistance outside the described hours, it may telephone its Contractor support center.

(xiv) Documentation (Available to all Support Agreement customers)

Online access to documentation for most of Contractor' products, for example:
- Installation guides
- Configuration guides
- Database administrators guides

- User guides
- System administrators guides
- Database views reference guides.

(xv) Customer Forums (Available to all Support Agreement customers)

Customer forums provide a unique opportunity to connect with other Contractor customers and to benefit from their real-world experiences. Organized by product platform and using threaded messaging, the Forums allow Ordering Activity to post questions to other forum visitors — or provide advice to someone else's query. A chance to go beyond simple product "how to," many customers have commented on how the forums have helped them gain a broader understanding of how to leverage their Contractor applications.

(xvi) Remote Support (Available to all Support Agreement customers)

A web-based screen-sharing application that enables Contractor to support Ordering Activity by empowering Contractor support representatives to remotely view Ordering Activity's user's computer. By connecting through the Internet or via intranets and extranets, support representatives will work in real time with Ordering Activity's users and quickly escalate to desktop sharing, which features mutual mouse and keyboard control and whiteboard capability.

Per-event Software Service.

Ordering Activities seeking support outside their service coverage period or Services that are not covered by your Support service or Ordering Activities without a Support Agreement on Active Product will be charged at the current Contractor hourly rate.

	Software/Equipment
	Phone Support
Day and Time (local time)	Minimum hours
Monday-Friday 8:00 a.m.-5:00 p.m.	2
Monday-Thursday 5:01 p.m.-7:59 a.m.	4
Friday-Monday 5:01 p.m.-7:59 a.m.	8

Conditions:
1. Time billed is minimum billable hours and then one hour increments.
2. The 8:00 a.m.- 5:00 p.m. minimum billable hours apply to software support calls received prior to 5:00 p.m. local time Monday-Friday.
3. The response time for customers without a support agreement is within two business days.
4. Customers with a Support Agreement receive a 50 percent reduction from the minimum amount of hours.
5. Per-event rates are not discountable.

CONTRACTOR EQUIPMENT / HARDWARE SUPPORT SERVICE POLICIES

The following Contractor Support Services Policies shall apply to all Equipment / Hardware Support Services purchased by Ordering Activity:

Depot Exchange Service.

The premium hardware service option: Contractor ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m. Contractor recommends that Depot Exchange customers procure the appropriate number of spare units to maintain adequate coverage while a unit is out of service.

How it works:
- Ordering Activity contacts Contractor to troubleshoot the problem. If unable to resolve the issue, Ordering Activity is issued a Return Material Authorization (RMA) Case number to return the unit to Contractor for repair.
- Ordering Activity installs its own spare unit from its inventory.
- Contractor ships a replacement unit on an advance exchange basis by next-business day delivery where available if request is received prior to 2:00 p.m.
- Upon receipt of replacement, Ordering Activity sends the terminal needing service back to the Contractor Equipment Services Center.

Availability: Currently ONLY available in Australia, Canada, China, Mexico, New Zealand, and United States.

Conditions:
- Batching (defined as 2 or more terminals) voids the turn-around time.
- Ordering Activity will be charged Contractor' current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:
    1. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
    2. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Contractor's published installation guidelines) including, but not limited to, adequate electrical power;
    3. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Contractor' published specifications;
    4. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor;
    5. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
    6. Ordering Activity's repair, attempted repair or modification of the Products.
- Terminals are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Contractor customer portal. Ordering Activity must sign up for email alerts to get notified of the release of new service packs on the Contractor customer portal.

Depot Exchange Service.
This service was designed for those Ordering Activities who keep their own inventory of spare terminals and options.

How it works:
- Ordering Activity contacts Contractor to troubleshoot the problem. If unable to resolve the issue, Ordering Activity is issued a Return Material Authorization (RMA) Case number to return the unit to Contractor for repair.
- Ordering Activity installs its spare unit from its inventory.
- Ordering Activity sends the terminal needing service back to the Contractor Equipment Services Center.
- Upon receipt of product, Contractor shall repair the product within ten (10) business days and return to you by regular surface transportation.

Availability:NOT available in Australia, China and New Zealand.

Conditions:
- Batching (defined as 2 or more terminals) voids the turn-around time.
- Ordering Activity will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:
    1. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
    2. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Contractor' published installation guidelines) including, but not limited to, adequate electrical power;
    3. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Contractor' published specifications;
    4. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor;
    5. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
    6. Ordering Activity's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

This service includes access to equipment service packs / firmware updates available on the Contractor customer portal. Ordering Activity must sign up for email alerts to get notified of the release of new service packs on the Contractor customer portal.

Per-event Repair Service
Per-event rates apply to Ordering Activities without an equipment support agreement. The Contractor Equipment Services center will attempt to repair any repairable defective item within 15 business days after receipt at the current Per-event pricing. The product will be returned by regular surface transportation.

How it works:
- Ordering Activity contacts Contractor to get a Return Material Authorization (RMA) Case number to return the unit to Contractor for repair.

- Ordering Activity installs it spare unit from its inventory
- Ordering Activity sends the terminal needing service back to the Contractor Equipment Services Center.
- Upon receipt of product, Contractor shall repair the product within fifteen (15) business days and return to the customer by regular surface transportation.

Conditions:

- Batching (defined as 2 or more terminals) voids the turn-around time.
- Ordering Activity will be charged Contractor's current time and materials rate for the installation (professional services) of any software or firmware upgrades, if available, and if requested.
- Equipment Support Services do NOT include the replacement of "consumables." In addition, Depot Support Services do NOT include the repair of damages, and Ordering Activity will not attempt to return damaged Product, resulting from:
    1. Any cause external to the Products including, but not limited to, electrical work, fire, flood, water, wind, lightning, transportation, or any act of God;
    2. Ordering Activity's failure to continually provide a suitable installation environment (as indicated in Contractor' published installation guidelines) including, but not limited to, adequate electrical power;
    3. Ordering Activity's improper use, relocation, packaging, refinishing, management or supervision of the Product(s) or other failure to use Products in accordance with Contractor' published specifications;
    4. Ordering Activity's use of the Products for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor;
    5. Government imposed sanctions, rules, regulations or laws preventing the shipment of the Products; or
    6. Ordering Activity's repair, attempted repair or modification of the Products.
- Repairs are warranted for 90 days from date of shipment.

This service does NOT include access to equipment service packs / firmware updates.

KNOWLEDGEPASS EDUCATION SUBSCRIPTION

The following terms shall apply to Ordering Activity's purchase of the Contractor KnowledgePass Education Subscription if specified on the Order Form:

(a) Scope: The KnowledgePass Education Subscription is only available to Ordering Activities who are licensing Contractor's Workforce Central Software products and who are maintaining such products under a support plan with Contractor. The KnowledgePass Education Subscription provides access via the internet to certain educational offerings provided by Contractor (the "KnowledgePass Content"), including:

    i. Hands-on Guided Practices ;
    ii. Tutorials;
    iii. Concept movies;
    iv. Job Aids in *pdf form;
    v. Training Kits (downloadable zip files of modifiable learning content);
    vi. Information Webinars; and
    vii. Train-the-Trainer Resource Center (which is only available to customers who purchase one of Contractor' Train-the Trainer Programs) which includes:
        · Instructor Guide
        · Student Guide
        · Job Aids
        · Database files

The content of these offerings are subject to change by Contractor without notice.

(b) Term of Subscription: The KnowledgePass Education Subscription shall run co-terminously with Ordering Activity's Software Support, and shall renew for additional one (1) year terms provided Ordering Activity renews its KnowledgePass Education Subscription as provided below.

(c) Payment: Ordering Activity shall pay the annual subscription charge for the initial term of the KnowledgePass Education Subscription in accordance with the payment terms on the Order Form. Contractor will send Ordering Activity a renewal invoice for renewal of the KnowledgePass Education Subscription at least forty five (45) days prior to expiration of the then current term. KnowledgePass Education Subscription shall renew for an additional one (1) year term if Ordering Activity pays such invoice before the end of the initial term or any renewal term.

(d) Limitations: Ordering Activity recognizes and agrees that the KnowledgePass Content is copyrighted by Contractor. Ordering Activity is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Ordering Activity's internal use and may not disclose such KnowledgePass Content to any third party other than Ordering Activity's employees. Ordering Activity may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Contractor, provided that Ordering Activity may download and modify contents of Training Kits solely for Ordering Activity's internal use.

(e) Train-the-Trainer Program (TTT): Certification under the Train-the-Trainer Program is valid only for the point release of the Software for which the TTT Program is taken, and covers only the Ordering Activity employee who completes the TTT Program.

Contractor webTA Support Policies and Services
- The current Gold Support standard policies and maintenance services for the Contractor webTA family of products are listed below unless the Client has different agreements in their existing contracts governing their maintenance support services. In the absence of a specific maintenance support services contract between Contractor and the client the maintenance support services listed in this document prevail.
- In the event Ordering Activity wishes to purchase from Contractor's separate product line of Workforce Central Software products and equipment, it shall be provided in advance thereof the standard policies and maintenance services applicable thereto.
- Contractor webTA customers are only eligible to receive Gold Support. Contractor Gold Plus, Platinum and Plus Programs are not available under webTA support and maintenance agreements.

Product Coverage
For each product installation in the Contractor webTA family of products, Ordering Activity's must purchase the same software support service type for all Contractor webTA software products. The Contractor webTA family of products is solely and exclusively sold to entities within the U.S. Federal Government. The Supported Product List for the Contractor webTA family of products is as follows:

- Contractor webTA – time, attendance & leave management
- Contractor webLM – labor, project & activities tracking & costing
- Contractor webTA Services – interoperability, interfacing, SOA, API
- Contractor webTA Mobile – mobile access to webTA & webLM
- Contractor webTA Mobile Supervisor – mobile access to webTA & webLM
- Contractor webTA Report Server – web based reporting server
- Contractor webTA Reports – web based webTA reporting, analytics, OLAP
- Contractor webTA Smart-time – suggestion based time, attendance & leave
- Contractor webTA Console – dash board information views
- Contractor webTA Offline – off line access to Contractor webTA
- Contractor webTA Guide – service enabled on line training module

Contractor webTA Family of Products
Contractor only provides maintenance service support for the current version (for example, 4.x.x) and the immediate prior supported version and release (for example, 3.8.x) of the Software for a maximum of 24 months. Resolution of an issue may require that a customer upgrade to the current release or version of the Software.

Contractor defines Version, Release, and Service Pack as follows –
- Version: A software product upgrade that includes major new features or functionality.
- Release: A software product upgrade that includes minor new features or functionality.
- Service Pack: One or more defect repairs bundled into a single update. Service Packs are cumulative - Service Pack "N" will, at minimum, include all of the changes delivered in Service Pack N-1.
- Note: the software product hierarchy is: Version, Release, Service Pack

Support Exclusions
Support service does not include service to the Software resulting from, or associated with:
1. Any cause external to the Software including, but not limited to, electrical work, fire, flood, water, wind, lightning and transportation, or any act of God; or
2. Ordering Activity's failure to continually provide a suitable installation environment as specified in Contractor' specifications; or
3. Ordering Activity's improper use, management or supervision of the Software or other failure to use the Software in accordance with Contractor' specifications; or
4. Ordering Activity's repair, attempted repair or modification of the Software without prior authorization from Contractor; or
5. Ordering Activity's use of the Software for purposes other than those for which they are designed or the use of accessories or supplies not approved by Contractor; or
6. Ordering Activity's computer or operating system malfunctions; or
7. Services required for application programs and/or conversions from products or software not supplied by Contractor; or
8. If a client alters the database in any manner on their own without partnering with Contractor then the maintenance support and warranties are no longer valid; or
9. Re-programming, including reconfiguration of the Software or the rebuilding of Ordering Activity's database.
10. Contractor will support or implement Software under the currently supported releases of 3rd party vendor infrastructure products (database, operating, and application software) only.

In addition to the Support exclusions above the following Services are NOT covered by your Contractor Support Service Agreement and are subject to the current Contractor Professional Service rates.

1. Configuration Changes, Reprogramming, New Programming such as, but not limited to, Work Rules, Pay Rules, Accrual Rules, Profiles, pay plans, work schedules, accounting structures, workflows, role definitions, and interfaces . Creating New Business Rules
    a. Terminal Programming and Cold Start

        b.   Pay Period Changes

2. IT related maintenance
   a. Unsupported Operating System, Database, or Software
   b. Database Software upgrades
   c. Middleware upgrades
   d. Performance related issues caused by non application events
   e. SSO Requirements
   f. Load Balancing
   g. Monitor/management tools
   h. Internet security consulting/firewall integration
   i. API/XML consulting
   j. Web Services consulting
   k. IT process review (backup, refresh, etc.)
   l. VMWare (Virtual Machine)
   m. All hardware (other than Contractor hardware)

3. Programming, modifying, implementing, training or troubleshooting the following:
   a. Data integration interfaces
   b. Custom Reports
   c. Custom Application extensions

4. Editing templates and creating new templates

5. Installing or reinstalling Applications such as, but not limited to:
   a. Adding a workstation
   b. Moving the Contractor application
   c. Reinstalling following a hard drive crash
   d. System Restoration after hardware failure
   e. Virus Protection and Spyware

6. Database Administration Maintenance or Services such as, but not limited to:
   a. Database maintenance scripts
   b. Writing or customizing database scripts for data reporting and/or retrieval
   c. Performance Tuning
   d. Sizing
   e. Load balancing
   f. Data warehouse, data mart, cloud computing, data mashing consulting
   g. Disaster Recovery (other catastrophic failure)
   h. Database backup strategy and/or setup

7. Establishing a Non-Production Environment such as, but not limited to:
   a. Test environments, i.e., application servers, database servers
   b. Demonstration environment
   c. Training environment

8. Troubleshooting Environmental Issues such as, but not limited to:
   a. Operating System
   b. Network Issues
   c. Firewalls
   d. Servers
   e. Workstations
   f. Alternate sign on processes, such as single sign on or eAuthentication

9. Custom Reports or Custom Application Extensions

10. Implementation or configuration services related to upgrading product such as, but not limited to:
    a. Software implementation
    b. Porting custom software (i.e., reports)
    c. Change management
    d. Training
    e. New functionality deployment
    f. Application interfaces

11. Service to Contractor modified software is not provided, unless otherwise specified on the applicable Statement of Work and Purchase Order for such modified software.

12. Importing new data or developing additional interfaces

13. Load balancing configuration

14. Virtual server configuration

Support Discontinuance - End of Service Life
Contractor may discontinue support for the Software upon 30 days written notice to Ordering Activity, or at the anniversary date of the relevant support Agreement, whichever is longer. If such support is discontinued during the initial or any renewal term of the relevant support Agreement, the remaining value of the Agreement will be left as a credit on the account to be applied against any future invoices.

Reinstatement of Support Services
In the event that Ordering Activity allows Software or Equipment support services to lapse or if Ordering Activity did not originally purchase Software or Equipment support services and wishes to reinstate or procure such services, Ordering Activity must pay the list price for the

Support service for such lapsed or un-procured time period, plus a twenty per cent (20%) reinstatement fee in addition to the current support fee for the support option being purchased by Ordering Activity.

Gold Support Service Coverage Period

Contractor provides maintenance support services to their customers during regular business hours. Regular business hours are defined as weekdays, Monday through Friday, between 9 a.m. and 5 p.m. Eastern Time, except on Contractor holidays and Federal holidays. Non-business hours support is available with a 3-day notice from the customer that they will need non-business hours support. Non-business hours are defined as weekday support between the hours of 5 p.m. and 9 a.m. Eastern Time, during any 24-hour period of a Contractor holiday, Federal holiday and on weekends. Non-business support will include additional services fees above the then current annual maintenance fee.

Contractor will provide on-call Tier 2 and Tier 3 help desk support to diagnose and correct Contractor webTA system problems and bug fixes to the initial configured as tested, accepted, and deployed baseline release.. The primary means of support is a 24-hour e-mail interface to a sophisticated request tracking system. Support requests can be submitted by sending e-mail to webTA-support@kronos.com or calling our toll-free number. Support requests are automatically forwarded to the appropriate support staff. Support requests can be submitted with a Priority Basis of "high," "medium," or "low" status.

Priority Based Support

Contractor provides support on a "priority" basis. As such, customers with the most critical request(s) will be serviced first. Contractor webTA Support has set up the following guidelines to assess the priority of each service request:

1. High Priority: A critical customer issue with no available workaround where the system or a module may be down, experiencing major system degradation, data corruption or other related factors resulting in the customer not being able to process their payroll such as:
    a. Unable to sign-off Time Cards
    b. Totals are not accurate
    c. Unable to access a critical application function
    d. No workaround is available.
2. Medium Priority: A serious customer issue which impacts ability to utilize the product effectively such as: a. Intermittent or inconsistent functionality results or data accuracy
    b. Data display inaccuracies or inconsistencies
    c. System performance is inconsistent or fluctuates
    d. A workaround is available.
3. Low Priority: Non-critical problem generally Use and Usability issues and or "how to" questions such as:
    a. How do I set up a holiday pay rule?
    b. How do I run a report?
    c. How often should database maintenance be executed?
    d. A workaround is available on the customer portal.

Response Time

Response time shall mean from the time the case priority is set by Contractor' webTA Support Center until a Contractor support representative contacts the Ordering Activity to begin service. Contractor utilizes a priority based support focus. Ordering Activity will be serviced during regular business hours in accordance with the following guidelines:
1. High Priority – 1 hour
2. Medium Priority – 4 hours
3. Low Priority – 8 hours
4. All response times are business hours.

Critical Outages

Contractor Support will provide continuous effort on all high priority events through either bug identification, the development of a workaround or problem resolution. If this effort goes beyond regular hours, the case may be passed to a non-business hour's team or to the mission critical support engineer on duty. On-going continuous effort may also be dependent on the customer's ability to provide a resource to work with the Contractor Support engineer during this period. Support outside the scope of the services agreement is billable.

immixTechnology, Inc.

a subsidiary of **immix**Group

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

MERU NETWORKS

MERU NETWORKS LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE RIGHTS AND OBLIGATIONS

License, not Sale, of Software. As used in this Attachment, "Software" means any and all computer software, any printed or electronic documentation ("Documentation"), or other code, whether on disk, in read-only memory, or on any other media, and whether embedded in the Hardware or provided on a stand-alone basis (subject to the terms in Attachment A applicable to Third Party Software). Ordering Activity acknowledges and agrees that, notwithstanding the use of the terms "purchase" and "sell" in this Attachment, title to Software provided to Ordering Activity does not pass to Ordering Activity or any third party. As between Contractor and Ordering Activity, subject to the limited right to use the Software provided herein, Contractor owns all rights, title and interest in and to the Software, including, without limitation, all intellectual property and proprietary rights therein. Ordering Activity acknowledges and agrees that the Software is copyrighted and contains materials (including, without limitation, the specific design and structure of individual programs, trade secret, and performance of the Software) that are protected by copyright, trademark, trade secret and other laws and international treaties relating to proprietary rights.

Permitted Software Uses. Subject to the terms and conditions of this Attachment, Contractor grants Ordering Activity a non-exclusive, non-transferable, limited right and license, for Ordering Activity's own internal business or personal purposes, (i) to access and use the Software solely as embedded in the Hardware on which the Software has been installed and in accordance with the Documentation for the Software, or (ii) if the Software is provided to Ordering Activity on a stand-alone basis, to install, execute and use the Software only on or in connection with Hardware which is designed for operation in conjunction with the Software and in accordance with the Documentation for the Software. Except with respect to embedded Software, if Contractor has not provided a back-up copy of the Software to Ordering Activity, Ordering Activity may make one copy of the Software in machine-readable form for backup purposes only and such copy of the Software shall be subject to the terms of this Attachment. The backup copy must include all copyright and other proprietary information and notices contained on the original Software.

Third Party Software. Contractor may provide to Ordering Activity certain third-party standalone software products, whether Contractor-branded or third party-branded software products ("Third Party Software"), and Ordering Activity's use of the Third Party Software may be subject to separate licensing agreements ("Third Party Licenses") that are either included with such software or its documentation, or otherwise made available by Contractor. By acknowledging Ordering Activity's acceptance of the terms of this Attachment, Ordering Activity agrees that Ordering Activity will review these Third Party Licenses (if any) and agree to comply with them. In the event of a conflict between a term of this Attachment and a term of a Third Party License, the terms of the Third Party License controls with respect to the applicable Third Party Software only. If Ordering Activity is not provided a separate Third Party License in connection with Third Party Software as set forth in this Section, Ordering Activity's Use of such Third Party Software shall be subject to the terms and restrictions in this Attachment (including, without limitation, Section 2.4 below).

Hardware. Ordering Activity acknowledges and agrees that Contractor retains ownership of any and all copyright, mask work, patent, trade secret or other intellectual property rights in and to the Hardware. The Hardware is offered for sale and is sold by Contractor is subject in every case to the conditions that such sale does not convey any license expressly or by implication, to reproduce or manufacture the Hardware or any part thereof nor to analyze or attempt to duplicate, in whole or in part, the structure, composition or functions of, or otherwise reverse engineer the Hardware or any part thereof.

Restrictions on Use. Ordering Activity shall not, nor shall Ordering Activity permit any third party to: (a) decompile, reverse engineer, disassemble, or otherwise attempt to derive the source code of the Software; (b) modify, translate or create derivative works of the Software; (c) rent, lease, loan, distribute, assign or transfer the Software unless expressly permitted in writing by Contractor; (d) remove, deface or obscure any of Contractor's or its suppliers' proprietary rights notices on or in the Product or on output generated by the Product; or (e) publish or otherwise disclose to any third party the results of any benchmark tests run on the Software.

Software Keys. If a software key is required in order to unlock and activate Ordering Activity's Product ("Key"), Contractor will, within a reasonable time following Contractor's receipt of all requested information, send Ordering Activity via email, the Key(s) necessary for Ordering Activity to use the Product. Ordering Activity agree to (a) not tamper with the Product in any way that would circumvent the requirement for a Key; (b) use the Key provided by Contractor only to activate the Product for which it was issued and for no other purpose; and (c) maintain the confidentiality of the Keys with respect to the Product.

LIMITED PRODUCT WARRANTY

One-Year Limited Hardware Warranty: Contractor warrants to Ordering Activity that for one (1) year following the date of shipment of the Hardware by Contractor or Manufacturer to Ordering Activity, the Hardware (other than Third Party Products as described below) will be free from defects in materials and workmanship (the "Hardware Warranty Period"). This Hardware warranty extends only to the original user of the Hardware. As Ordering Activity's remedy for any alleged breach of the Hardware warranty, subject to Ordering Activity's compliance with the return procedures set forth in Section 2.5 below, Contractor will, at its sole option, (i) either repair or replace Hardware that Contractor determines to be in breach of the Hardware warranty; or (ii) should Contractor be unable to repair or replace the Hardware, Contractor will refund to Ordering Activity the purchase price of the Hardware. If during the first thirty (30) days of the Hardware Warranty Period, the Hardware fails to operate (i.e., fails to substantially conform to the original specifications in the applicable Documentation), provided that you give notice of such failure to Contractor and return the Hardware during such thirty-day period in compliance with the return procedures

set forth in Section 2.5 below, Contractor will replace the Hardware with new Hardware. Otherwise, replacement Hardware under this Hardware warranty may be remanufactured. Hardware replaced or repaired pursuant to this Hardware warranty will be warranted for the remainder of the original Hardware Warranty Period, or for thirty (30) days from delivery of such repaired or replacement Hardware, whichever is longer.

90-day Limited Software Warranty: Contractor warrants to Ordering Activity that for ninety (90) days following the date of shipment of the Software by Contractor to Ordering Activity (the "Software Warranty Period"), when properly installed and used, (a) the media on which the Software is provided will be free from defects in materials or workmanship; and (b) the Software will substantially conform to the original specifications in the applicable Documentation. Ordering Activity's remedy for any alleged breach of the Software warranty, subject to Ordering Activity's compliance with the terms in Section 2.5 below, and provided that Contractor is able to reproduce the defect, Contractor will, at its sole option, (i) either repair or replace the Software that Contractor determines to be in breach of the Software warranty; or (ii) should Contractor be unable to repair or replace the Software, Contractor will refund to Ordering Activity the purchase price of the Software (or if embedded in Hardware, of the Hardware).

Exclusions. The warranty on the Product shall not apply to defects or damage resulting from the following: (a) Alteration or modification of the Product in any way by anyone other than Contractor; (b) Abuse, negligence or misapplication (including, without limitation, improper or inadequate maintenance or calibration), relocation of the Products (including, without limitation, damage caused by use of other than Contractor shipping containers), or use of the Products other than as specified in this Limited Product Warranty or the applicable Product Documentation (including without limitation incompatible operating environments and systems), or improper site preparation or maintenance; (c) Accidents, acts of nature or other causes beyond the control of Contractor; (d) Breakdowns, fluctuations, or interruptions in electric power or the telecommunications or cable network; (c) Use of the Product with software, interfacing, parts or supplies not supplied by Contractor; or (d) Failure of the Products to interoperate with any other software or equipment, except to the extent that such interoperability is expressly mandated in the applicable Documentation. The warranty on the Product does not apply if the Product is sold, or in the case of Software", licensed, at no charge for evaluation or demonstration purposes, in which case such Products are provided "AS-IS".

Ordering Activity understands and acknowledges that the Products may generate, use or radiate radio frequency energy and may interfere with radio communications and/or radio and television receptions if not used and/or installed in accordance with the Documentation for such Products. WHILE CONTRACTOR USES COMMERCIALLY REASONABLE EFFORTS TO ENSURE COMPLIANCE OF THE PRODUCTS WITH WORLDWIDE RULES AND REGULATIONS APPLICABLE TO THE PRODUCTS AND PROTECT AGAINST HARMFUL INTERFERENCES, ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT INTERFERENCES WITH RADIO COMMUNICATIONS AND/OR RADIO AND TELEVISION RECEPTIONS MAY OCCUR AND THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES OR INCONVENIENCE BASED ON SUCH INTERFERENCES.

Third Party Products. The Limited Warranties in Section 2.1 above are exclusive of hardware manufactured by third parties or Third Party Software (collectively, "Third Party Products"). If such third party manufacturer or licensor provides a separate warranty with respect to the Third Party Product, such warranty will be included in the packaging of the Product.

Return procedures. To obtain warranty service, Ordering Activity must comply with the requirements in this Section 2.5. If Ordering Activity purchased the Product from Contractor, Ordering Activity must, during the applicable Warranty Period: (a) notify Contractor of the alleged breach of warranty and obtain a return materials authorization ("RMA") from Contractor by contacting support@merunetworks.com, and (b) deliver the Product alleged to be in breach of warranty in accordance with the instructions provided by Contractor. Ordering Activity agrees to obtain adequate insurance to cover loss or damage to the Product during shipment. Ordering Activity agrees to bear the cost of returning the Product to Contractor and Ordering Activity assumes the risk of any loss or damage to the Product while in-transit to Contractor. Contractor is responsible for the cost of the return shipment to Ordering Activity if the Product is defective. Returned products which are found by Contractor to be not defective, returned out-of-warranty or otherwise ineligible for warranty service will be shipped back to Ordering Activity at Ordering Activity's expense. All replaced parts, whether under warranty or not, are the property of Contractor.

Warranty limitations. THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY CONTRACTOR, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO OTHER WARRANTIES RESPECTING THE PRODUCT AND DOCUMENTATION AND SERVICES PROVIDED UNDER THIS ATTACHMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF CONTRACTOR HAS BEEN INFORMED OF SUCH PURPOSE), TITLE OR AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN SUCH IMPLIED WARRANTY SHALL BE LIMITED IN DURATION TO THE HARDWARE AND SOFTWARE WARRANTY PERIODS DESCRIBED ABOVE. NO AGENT OF CONTRACTOR IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF CONTRACTOR. IF ANY RESELLER OR DISTRIBUTOR ALTERS OR EXCEEDS THE WARRANTY OBLIGATIONS SET FORTH HEREIN, SUCH RESELLER OR DISTRIBUTOR SHALL BE SOLELY RESPONSIBLE FOR SUCH ALTERED OR EXTENDED WARRANTY OBLIGATIONS. CONTRACTOR SPECIFICALLY DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION. Contractor expressly disclaims any warranty or obligation to support the Product for all operating environments – for example, as illustration and not limitation, Contractor does not warrant or ensure interoperability of the Product with future telecommunication systems or other future software or hardware.

Hazardous Activities Disclaimer. ORDERING ACTIVITY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE PRODUCTS HAVE NOT BEEN DESIGNED, TESTED, OR MANUFACTURED FOR USE OR RESALE IN APPLICATIONS WHERE THE FAILURE, MALFUNCTION, OR ANY INACCURACY OF THE PRODUCTS CARRIES A RISK OF DEATH OR SERIOUS PHYSICAL OR ENVIRONMENTAL HARM, INCLUDING, BUT NOT LIMITED TO, USE IN NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION, EMERGENCY SYSTEMS, LIFE SUPPORT SYSTEMS OR OTHER MEDICAL PURPOSES OR OTHER APPLICATIONS WITH A SIMILAR DEGREE OF POTENTIAL HAZARD.

<u>Support – MeruAssure.</u> The then-current terms and conditions for MeruAssure are available upon request from Contractor ("MeruAssure Terms of Service"). If Ordering Activity purchases MeruAssure from Contractor, Ordering Activity will be required to agree to the MeruAssure Terms of Service.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

MIRROR IMAGE

MIRROR IMAGE LICENSE, WARRANTY AND SUPPORT TERMS

Definitions.

(a) "Content" refers to anything, in any digital format, that can be transmitted via any type of data network. Content includes digital information, digital software program(s), digital database(s), digital document(s), digital multimedia(s), digital text(s), digital video(s), digital sound(s), digital picture(s), digital subscription(s) or other thing(s) in a digital form.

(b) "End User" refers to any person or entity that accesses and/or uses the Service through Ordering Activity. For purposes of this Attachment, Ordering Activity shall be deemed to include any End User, e.g., Ordering Activity shall be responsible for any act or omission of an End User.

(c) "Origin Server" refers to a device, or collection of devices, such as a computer or other hardware, whose purpose is to respond to requests for content or information processing from End Users via the World Wide Web.

(d) "Ordering Activity" refers collectively to both the Ordering Activity and any End User.

(e) "Server" refers to a device, or collection of devices, such as computers, routers or other hardware, including those of Manufacturer or Contractor, whose purpose is to respond to requests for content or information processing from End Users via the World Wide Web.

(f) "Trademarks" refer to those identifying marks, copyrights, logos, banners or other such representations, either registered or unregistered, that identify an entity's brand, services or products, including any of the foregoing of either Manufacturer or Contractor.

(g) "Prohibited Content" refers to any Content that a Ordering Activity does not have the appropriate rights to use, distribute or cause to be distributed, store or cause to be stored, transmit or cause to be transmitted, deliver or cause to be delivered, receive or cause to be received. Prohibited Content also includes any content that includes in whole or in part child pornography, or any content that could be reasonably considered xenophobic, libelous, racist or defamatory.

Contractor is a Passive Conduit.

(a) Contractor represents and Ordering Activity acknowledges and agrees that Contractor through Mirror-Image is a "Passive Conduit" and is a passive provider of
information services and a passive intermediary. As such, Contractor does not:
* Create, develop, modify, alter or adjust any Content that is made available to and/or delivered to Ordering Activity;
* Determine the rules by which any Content is, or is not, made available to and/or delivered to Ordering Activity;
* Cause any Content to be filtered or blocked.

(b) As a Passive Conduit, Contractor through Mirror-Image only transmits, passes on and delivers Content, in such content and form as each Content item is provided to Contractor.

(c) As a Passive Conduit, Ordering Activity acknowledges ands agree that Contractor through Mirror-Image transmits, passes on and delivers Content and that neither Contractor or Manufacturer assume any of the liabilities or obligations of Content owners or providers.

(d) As a Passive Conduit, Ordering Activity acknowledges and agrees, that Contractor through Mirror-Image transmits, passes on and delivers Content and neither Manufacturer or Contractor assumes any of the liabilities related to the specific nature or meaning of the Content.

General Acknowledgements and Prohibitions.

(a) Ordering Activity is prohibited from violating or attempting to violate the integrity of the Services. This includes the prohibition of accessing any Contractor or Manufacturer data, Servers, accounts, databases, Web sites or any other such thing that Ordering Activity does not have an expressed right to access or that may be reasonably assumed not intended to be accessed by Ordering Activity.

(b) Ordering Activity is prohibited from probing, scanning or testing the vulnerability of any Services, Servers, technology or other operations.

(c) Ordering Activity is prohibited from attempting to, or accomplishing, a breach of Contractor or Manufacturer security or circumventing any authentication measures.

(d) Ordering Activity is prohibited from interfering with, disrupting or disabling any Service to any party, host or network, including, without limitation, via means of overloading, "flooding," "electronic mail bombing," "denial of service" attacks or "crashing".

(e) Ordering Activity is prohibited from forging any TCP/IP packet header or any part of the header information in any electronic mail.

(f) Ordering Activity is prohibited from taking any action in order to obtain Services to which such Ordering Activity is not entitled or attempting to utilize Services that would be accounted for against a third party's usage.

(g) Ordering Activity is prohibited from attempting any action designed to circumvent or alter any method of measuring or billing for Services.

(h) Ordering Activity agrees that it is its responsibility to secure its computer equipment and networks so that it is not subject to external threats such as viruses, spam or other methods of intrusion.

(i) Ordering Activity agrees that if it become aware of an occurrence, or the possibility of an occurrence of, a violation or an attempted violation of this Attachment, it will (a) take all reasonable measures to prevent such from happening; and (b) immediately report the situation and all relevant details to Contractor.

Ordering Activity Responsibilities.

(a) Ordering Activity agrees to create its own acceptable use and privacy policy ("AUPP"). Ordering Activity agrees to maintain and enforce such AUPP in such a way that Ordering Activity would be in compliance with this Attachment.

(b) Ordering Activity agrees that it shall enforce its AUPP. Ordering Activity shall inform Contractor as to any reported or suspected continued violation of its AUPP.

(c) Ordering Activity shall enforce any uncorrected or continued violations of this Attachment by Ordering Activity.

(d) Ordering Activity agrees that it shall use the Services only for lawful purposes and in accordance with this Attachment. Ordering Activity shall comply at all times with all applicable laws and regulations and this Attachment, as updated by Contractor from time-to-time. This Attachment is incorporated by reference into other agreements Ordering Activity may have with Contractor.

(e) Ordering Activity acknowledges that it has read and understood this Attachment. The Attachment contains restrictions on Ordering Activity's conduct (including prohibitions against using the Services in the support of unsolicited commercial email, and using the Services to distribute unlicensed copyrighted material) and contain financial penalties for violations of such restrictions. Ordering Activity agrees to comply with such restrictions.

(f) Ordering Activity acknowledges it is the sole responsibility of Ordering Activity to ensure that the information Ordering Activity transmits, or causes to be transmitted, received or causes to be received, stored or causes to be stored, received or caused to be received, complies with all applicable laws and regulations and this Attachment and any future revision thereof.

(g) Ordering Activity recognizes that Ordering Activity is responsible for maintaining the security of Ordering Activity's Servers that may interact with the Services in such a way to prevent Ordering Activity's Servers from being used to propagate malicious Content, or any other such content that would infringe on the rights of others. Ordering Activity agrees to take all reasonable and necessary actions that would prevent such a compromise. Ordering Activity also agrees to report such a compromise in any case where the Services could be affected, or used by, malicious content.

(h) Ordering Activity agrees not to transmit, or cause to be transmitted, any Content related to electronic mail or any type of advertising, whether such electronic mail or advertising is commercial or non-commercial in nature, if it could reasonably be expected to provoke complaints from the recipients. If Contractor receives, or determines that it may receive, specific complaints regarding Ordering Activity's activities that, Ordering Activity agrees to alter their use of Contractor Services at Contractor's request in what Contractor determines to be an appropriate period of time. The determination of which activities are deemed, or could be deemed, to be to the detriment of Contractor's best interest are at Contractor's sole discretion.

(i) Ordering Activity agrees not to use or take any action that would result in another party using the Services, Contractor or Manufacturer Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, any Prohibited Content.

Ordering Activity Responsibilities.

(a) Ordering Activity acknowledges and accepts that Ordering Activity interaction with the Services and any third party Servers occurs in real time and is not edited, censored or otherwise controlled by Contractor or Manufacturer. Neither Contractor nor Manufacturer can screen any Content made available and/or provided to, or by, Ordering Activity. Neither Contractor nor Manufacturer can screen Content made available and/or provided to, or by, third parties.

(b) Notwithstanding the foregoing, Contractor and/or Manufacturer reserve the right to monitor content on the Services and to remove or block content which Contractor, at its sole discretion, determines to be harmful, offensive or otherwise in violation of this Attachment.

(c) Ordering Activity acknowledges that it are aware that Content downloaded from the Internet may represent a security concern, such as a computer virus. Ordering Activity acknowledges that Contractor and/or Manufacturer are a passive conduits for the delivery of Content, and as such Contractor and/or Manufacturer do not monitor Content to detect the presence of malicious Content. Ordering Activity agrees to take all measures that it deems necessary to protect itself from being affected by any Content delivered via the Internet.

(d) In order to maintain informative and valuable Services that meet the needs of its customer, including Ordering Activity, and to avoid the harm that can result from disseminating statements that are false, malicious, violate the rights of others or otherwise harmful, the following rules to protect against abuse are necessary and apply to Ordering Activity:

- Unless Ordering Activity is using an area of the Services that requires or encourages anonymity, Ordering Activity agrees to use its real name in online communications.

- Ordering Activity agrees not to use or take any action that would result in another party using the Services, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Prohibited Content.

- Ordering Activity agrees not to post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. Ordering Activity may not post or transmit any message, data, image or program which is indecent, obscene or pornographic.

- Ordering Activity agrees not to use or take any action that would result in another party using the Services, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Content that would violate the property rights of others, including unauthorized copyrighted material, trade secrets or other confidential proprietary information, and Trademarks or service marks used in an infringing fashion.

- Ordering Activity may not interfere with the use of the Services by third parties.

- Ordering Activity agrees not to use or take any action that would result in another party using the Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any malicious Content that contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.

- Ordering Activity agrees not to use or take any action that would result in another party using Contractor Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any message which is harmful, threatening, abusive or hateful. It is not Service's intent to discourage Ordering Activity from taking controversial positions or expressing vigorously what may be unpopular views; however, Contractor reserves the right to take such action as it deems appropriate in cases where Contractor Services are used to disseminate statements that are deeply and widely offensive and/or harmful.

- Ordering Activity agrees not to use or take any action that would result in another party using Contractor Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Content regarding charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes.

- Ordering Activity agrees not to use or take any action that would result in another party using Contractor Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Content regarding advertising, promotional materials or any other solicitation of Subscribers or Subscriber's customers.

- Ordering Activity agrees not to use or take any action that would result in another party using, Contractor Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Content related to unsolicited mass electronic mail, whether such electronic mail is commercial or non-commercial in nature.

- Ordering Activity may not use the facilities and capabilities of the Services to conduct any activity, whether legal or illegal, or solicit the performance of such an activity that infringes the rights of others.

- Ordering Activity agrees not to use or take any action that would result in another party using the Services, Servers, network and/or facilities to transmit, or cause to be transmitted, store or cause to be stored, deliver or cause to be delivered, receive or cause to be received, any Prohibited Content.

Disclaimers and Indemnifications.

(a) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEITHER CONTRACTOR NOR MANUFACTUER CAN CONTROL THE FLOW OF DATA TO OR FROM MANUFACTURER'S AND/OR CONTRACTOR'S TECHNOLOGY AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SERVICES PROVIDED BY CONTRACTOR AND/OR MANUFACTURER TO ORDERING ACTIVITY. ALTHOUGH CONTRACTOR WILL TAKE ANY ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, CONTRACTOR CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

(b) Disclaimer of Liabilities Caused by Use of Contractor Services to Transmit, Store, Deliver or Receive Content. AS "PASSIVE CONDUITS" CONTRACTOR AND/OR MANUFACTURER CANNOT, CONTROL, KNOW OR ASSURE ANY PARTIES RIGHTS RELATED TO; OR KNOW OR DETERMINE THE MEANING OF; ANY CONTENT THAT ANY PARTY MAY MAKE AVAILABLE, TRANSMIT, STORE, RECEIVE OR DELIVER, WHETHER OR NOT THE PARTY USES THE SERVICES TO MAKE AVAILABLE, TRANSMIT, STORE, RECEIVE OR DELIVER THE CONTENT. ACCORDINGLY, CONTRACTOR DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO ANY AVAILABILITY, TRANSMITION, STORAGE, DELIVERY OR RECEPTION OF ANY CONTENT.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

MOBILE ARMOR

MOBILE ARMOR LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE GRANT; PERMITTED AND PROHIBITED USES

a) Subject to Ordering Activity's compliance with the terms and conditions of this Attachment A and Ordering Activity's payment of the applicable license fees, Contractor grants Ordering Activity a nonexclusive, non- transferable license to install and use that number of copies of Contractor's software for which Ordering Activity has paid the applicable license fees (the " Software") and all associated user manuals, release notes, installation notes, and other materials delivered with the Software in hard copy or electronic formats ("Documentation"). Ordering Activity may use the Software and Documentation solely in support of Ordering Activity's internal business operations in the country in which the Software was furnished to Ordering Activity and as may be further defined in the Documentation. Ordering Activity may make a single copy of the Software and Documentation for purposes of security back -up, disaster recovery and such archiving as may be required by law, provided Ordering Activity reproduces all copyright and other proprietary notices contained in the original copy of the Software and Documentation. The Software and Documentation is licensed, not sold, to Ordering Activity for use pursuant to the terms of this Attachment A. Ordering Activity's rights to use the Software and Documentation shall be limited to those expressly granted in this Attachment A.

b) Except as expressly permitted by this Attachment A, Ordering Activity shall not (i) disclose or disseminate the Software to any third parties; (ii) cause or permit the use, copying, modification, rental, lease, sublease, sublicense, or transfer of the Software or Documentation, other than for use on a number of Ordering Activity's units of hardware not exceeding the number for which Ordering Activity has paid the applicable license fees; (iii) modify the Software or create any derivative works based on the Software or Documentation; (iv) operate or use the Software or Documentation to process data of or otherwise benefit a third party who has not purchased a license for the Software from Contractor; (v) permit the use of the Software or Documentation by any third party without the prior written consent of Contractor; or (vi) disclose the results of any testing of the Software to any third party without the express prior written consent of Contractor.

c) Ordering Activity shall not at any time permit any decompiling, reverse engineering, disassembling, analysis, circumvention of copy protection, or other action which violates the integrity of the Software in the form provided, the Software or use the Software or Documentation to develop a similar product.

OWNERSHIP OF SOFTWARE AND INTELLECTUAL PROPERTY.

a) All rights not expressly granted to Ordering Activity are retained by Contractor and/or its suppliers.

b) Without limitation, Contractor and/or its suppliers retain all right, title and interest in and to the Software and Documentation and to all modifications and enhancements thereof, including but not limited to ownership of, or right to license, all patents, copyrights, trade secrets, trademarks and all other intellectual property rights embodied in the Software and Documentation, and in all copies, improvements, enhancements, modifications and derivative works of the Software or Documentation, subject only to the rights and privileges expressly granted to Ordering Activity by Contractor. This Attachment does not provide Ordering Activity with title or ownership of the Software or Documentation, but only a right of nonexclusive and nontransferable (except as expressly permitted herein) use. Ordering Activity agrees to keep the Software and Documentation free and clear of all claims, liens and encumbrances.

c) Ordering Activity acknowledges that the Software and Documentation are commercially valuable products of Contractor, the design and development of which reflect the efforts of skilled development experts and the investment of considerable time and money. Contractor claims and reserves all worldwide rights, title and interest (including all patents, patent applications, business processes, copyright, data right, trademark, trade name, service mark, service name, trade secret, know-how or other similar right arising o r enforceable under U.S. law, foreign law, or international treaty regime) in any information, system or software, including, without limitation, the Software, Documentation, databases, text, graphics, photographs, print, pictures, software, CD -ROM, database tapes, source and object codes, microcode, or any other form of technology or embodiment thereof, in any medium, whether currently known or developed in the future.

d) Ordering Activity may not use the trademarks, trade names, service marks or logos of Contractor in connection with its business without the written approval of Contractor, which approval will not be unreasonably withheld.

MAINTENANCE/SUPPORT/SERVICES

Contractor, through Manufacturer, shall be required to provide maintenance and/or technical support services ("Maintenance/Support") for the Software only if and to the extent Ordering Activity subscribes to Contractor's Maintenance/Support programs or to an authorized Contractor partner support program. Maintenance/ Support shall be provided pursuant to the then applicable Contractor Maintenance/Support policies, terms and conditions in effect at the time such Maintenance/Support is ordered. Unless otherwise expressly agreed by Contractor, Maintenance/Support fees are due in advance and are nonrefundable.

Contractor shall be required to provide installation, implementation, configuration, training, professional or consulting services ("Services") only if and to the extent provided by separate agreement, and pursuant to the then applicable Contractor Services policies, terms and conditions in effect at the time the Services are ordered.

LIMITED WARRANTIES; DISCLAIMER

a)   **SOFTWARE.**
For a period of ninety (90) days after delivery of the Software, Contractor warrants to Ordering Activity that (a) the Software, as delivered by Contractor and when used as permitted under the License and as set forth in the Documentation, shall perform substantially in accordance with the Documentation and will not corrupt any data entered into the Software or corrupt any other software used on the authorized equipment, (b) as of the time of delivery of the Software to Ordering Activity, the Software will not contain any viruses that are detectable by industry -standard virus detection methods, and (c) the media upon which the Software is furnished to Ordering Activity shall be free from defects in materials and workmanship under normal use. Ordering Activity must notify Contractor of any warranty claim in writing not later than 30 days after Ordering Activity first becomes aware of its right to a claim or 120 days after delivery of the Software, whichever first occurs.

The foregoing warranty will apply only if (i) the Software has been properly installed and used at all times and in accordance with the Documentation and (ii) no modification, alteration or addition has been made to the Software by persons other than Contractor or Contractor's authorized representative.

As Contractor's sole obligation and Ordering Activity's exclusive remedy for any breach of the foregoing warranty, Contractor shall at its own expense use commercially reasonable efforts to fix or replace, at its option, any defective Software which Contractor has determined to be under warranty, or, if Contractor determines that it is unable to correct a material defect, Ordering Activity may terminate this Attachment and the related license, return the affected Software and Documentation to Contractor or its authorized reseller from whom Ordering Activity obtained the Software, and receive a refund of the license fees paid for the affected Software.

CONTRACTOR MAKES NO WARRANTY THAT THE LICENSED SOFTWARE WILL MEET ORDERING ACTIVITY'S REQUIREMENTS, THAT THE LICENSED SOFTWARE WILL RUN PROPERLY ON ALL HARDWARE, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR -FREE, OR THAT ALL ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

b)   **HARDWARE.**
As to any Contractor hardware ("Hardware") provided to or purchased by Ordering Activity, Contractor warrants, for a period of one (1) year from date of delivery (the "Hardware Warranty Period"), that any Hardware will be free from material defects in manufacture and will substantially conform to published specifications under normal use. This warranty is provided to the original purchaser and is not transferable, and is subject to the conditions and limitations stated below.

The Hardware must be used only in a device that is compliant with the specifications of the Universal Serial Bus Implementers Forum, Inc. (www.usb.org); use with any other device voids this warranty. Contractor is not responsible for any failure or defect caused by any third party product or component, whether authorized or not. This warranty does not apply to any Software.

This warranty is void if Contractor determines that the Hardware was damaged as a result of improper installation, misuse, accident, or unauthorized repair or modification, or was not used in accordance with the Hardware instructions.

To make a Hardware warranty claim Ordering Activity must telephone Contractor at (314) 590 -0925 or send an email to support@mobilearmor.com not later than the end of the Hardware Warranty Period. Ordering Activity must obtain a tracking confirmation number and return the product freight prepaid, as instructed by Contractor. As Contractor's sole obligation and Ordering Activity's exclusive remedy for any breach of the foregoing Hardware warranty, Contractor will, at its option, repair or replace the Hardware with a new or refurbished product of equal or greater capacity and functionality, freight prepaid, or refund the original purchase price less any rebates. The warranty duration on any replaced Hardware will be that portion of the Hardware Warranty Period remaining on the original Hardware.

c)   **MAINTENANCE/SUPPORT.**
As to any Maintenance/Support or other Services provided to Ordering Activity in connection with the Software, Contractor warrants, for a period of thirty (30) days from the date of performance of any Maintenance/Support that the Maintenance/ Support shall be performed in a manner consistent with generally accepted industry standards. Ordering Activity's remedy for any failure to perform Maintenance/Support as warranted, and provided Contractor has received written notice of such non-conformance within thirty (30) days of performance of the Maintenance/Support, Contractor shall, at its discretion, eithe r correct any nonconforming Maintenance/Support or refund the relevant fees paid for the specific nonconforming Maintenance/Support service.

d)   **LIMITATIONS.**
THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTIONS (a), (b) AND (c) ARE ORDERING ACTIVITY'S EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY. CONTRACTOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

CONTRACTOR'S WARRANTIES SHALL NOT APPLY TO SOFTWARE OR HARDWARE WHICH HAS BEEN SUBJECTED TO ACCIDENT, NEGLECT, MISUSE, ABUSE, VANDALISM, NEGLIGENCE IN TRANSPORTATION OR HANDLING, FAILURE OR SURGE OF ELECTRIC POWER, AIR CONDITIONING OR HUMIDITY CONTROL, CAUSES OTHER THAN

ORDINARY USE, OR CAUSES BEYOND CONTRACTOR'S CONTROL, OR IF THE SOFTWARE OR HARDWARE WAS NOT PROPERLY MAINTAINED BY ORDERING ACTIVITY DURING THE WARRANTY PERIOD.

CONTRACTOR DOES NOT WARRANT, AND SHALL NOT BE RESPONSIBLE FOR, ANY LOST DATA OR IMAGES, REGARDLESS OF THE CAUSE OF THE LOSS. CONTRACTOR'S PRODUCTS ARE NOT WARRANTED TO OPERATE WITHOUT FAILURE, AND MUST NOT BE USED IN LIFE SUPPORT SYSTEMS OR OTHER APPLICATIONS WHERE FAILURE COULD THREATEN INJURY OR LIFE.

NO THIRD PARTY, INCLUDING AGENTS, DISTRIBUTORS, OR AUTHORIZED CONTRACTOR RESELLERS IS AUTHORIZED TO MODIFY ANY OF THE ABOVE WARRANTIES OR MAKE ANY ADDITIONAL WARRANTIES ON BEHALF OF CONTRACTOR.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

MSC SOFTWARE

MSC SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Authorized Users" means Ordering Activity's: (i) employees, and (ii) contractors working on Ordering Activity's premises who are not competitors of Contractor and have agreed in writing to use restrictions and confidentiality obligations no less restrictive than those set forth in this Attachment. Ordering Activity shall at all times be responsible for its Authorized Users' compliance with this Attachment.

"Ordering Activity Computer" means the Ordering Activity computer specifically identified in the Order Schedule. The Ordering Activity Computer runs the license manager program accompanying the Software and is sometimes referred to herein as the "license server".

"Documentation" means the user manuals and other written materials, in any form and on any media, provided by Contractor for use with the Software.

"Installation Site" means the Ordering Activity facility identified in the Order Schedule where the Ordering Activity Computer resides.

"Lease License" means a license of short-term duration (often a year). The specific license term of any Lease License acquired by Ordering Activity shall be set forth in the Order Schedule, and if not specified shall be one (1) year, subject to termination as set forth in this Attachment. Unless otherwise stated in the Order Schedule, for a Lease License, Maintenance during the license term is included in the Lease License fee.

"Maintenance" means software maintenance and technical support as described below in this Attachment.

"Order Schedule" means Contractor's form Order Schedule or any other mutually agreed upon order schedule which references this Attachment (by citing the Contractor Attachment Number above or otherwise) and sets forth, among other things, the Software, Maintenance and/or Services to be provided by Contractor to Ordering Activity hereunder and the fees to be paid by Ordering Activity.

"Paid-up License" means a license which has a term beginning on the date specified in the Order Schedule and continuing perpetually, subject to termination as set forth in this Attachment.

"Services" means training or other services, if any, purchased by Ordering Activity under this Attachment pursuant to a mutually agreed upon Order Schedule.

"Software" means the executable code version of the computer program(s) specified in the applicable Order Schedule, including any error corrections and subsequent releases thereto furnished by Contractor to Ordering Activity under Maintenance. Additional terms with specific meanings are defined near where they first appear in this Attachment.

GRANT OF LICENSE. Upon Contractor's acceptance of Ordering Activity's Order Schedule, Contractor grants to Ordering Activity, and Ordering Activity accepts from Contractor, a non-exclusive, non-transferable license to use the Software specified in the Order Schedule (together with accompanying Documentation, if any), solely for Ordering Activity's own internal data processing purposes and subject to the terms and conditions of this Attachment. This license shall be in accordance with the limitations of the license type(s) and in the quantities specified in the Order Schedule. The license term(s) (duration) shall be as specified in the Order Schedule, subject to early termination as set forth in this Attachment.

LICENSE TYPES.

Nodelock License: If Ordering Activity acquires a Nodelock License, installation and use of the Software will be limited to a single Ordering Activity Computer. Software licensed under a Nodelock License may only be accessed or used by Authorized Users who are at the Installation Site.

Named User License: If Ordering Activity acquires a Named User License, access to and use of the Software will be controlled by a single Ordering Activity Computer (license server), and named users may access and use the Software on client machines served by the license server, provided that access to and use of the Software at any one time does not exceed the number of Named User Licenses acquired by Ordering Activity for that Software. For certain Software, a named user may have the option to run more than one instance of the Software at any one time, in which case each such additional instance is counted separately and will require an additional Named User License. Ordering Activity is responsible for designating and maintaining (in the license manager program that accompanies the Software) the list of individual "named user(s)" authorized to access and use each Software, and may re-edit the list of named users, provided that the number of named users never exceeds the number licensed for each Software. Each named user designated by Ordering Activity must be an individual who at all times during the designation meets the definition of an "Authorized User". Group or shared logins are strictly prohibited. In addition to any other restrictions set forth herein, Software licensed under a Named User License may only be accessed or used in the country where the Installation Site is located.

Network (Floating) Licenses: If Ordering Activity acquires a Local Network License, Country Network License, or Regional Network License, access to and use of the Software will be controlled by a single Ordering Activity Computer (license server) and Authorized Users may access and use the Software on client machines served by the license server, provided that access to and use of the Software at any one time does not exceed the number of floating licenses (or "licensing units" in the case of an Contractor "Licensing System" acquired by Ordering Activity for that Software. In addition, Ordering Activity shall strictly comply with the following restrictions: (i) if Ordering Activity acquires a Local Network License (also sometimes referred to simply as a Network License), the Software may only be accessed or used at the Installation Site, or if Ordering Activity's local area network is shared by a grouping of Ordering Activity facilities, then at any Ordering Activity facility within ten (10) miles of the Installation Site; (ii) if Ordering Activity acquires a Country Network License, the Software may only be accessed or used at Ordering Activity facilities located within the country where the Installation Site is located; or (iii) if Ordering Activity acquires a Regional Network License, the Software may only be accessed or used at Ordering Activity facilities located in North, Central and South America (Contractor's "Americas Region"). Any network (floating) license acquired by Ordering Activity hereunder shall be deemed a Local Network License, unless it is expressly identified in the Order Schedule as a "Country" or "Regional" Network License.

Licensing System-Specific Terms: If Ordering Activity licenses Software under the Contractor.MasterKey licensing system, MD Advantage licensing system, or other similar Contractor licensing system (each a "Licensing System") then in addition to the above terms in Section 4.3, the following Licensing System-specific terms apply: Under a Licensing System, Ordering Activity purchases "licensing units" (e.g., "Masterkey Tokens" under the Contractor.MasterKey licensing system, "MD Advantage License Units" under the MD Advantage licensing system). A specified number of licensing units are required to run each instance of each Software licensed under the Licensing System. Licensing units acquired under one Licensing System cannot be used to run Software under another Licensing System (e.g., Contractor.MasterKey Tokens may not be used to run software available under the MD Advantage licensing system). Software licensed under a particular Licensing System is strictly limited to the software identified in the applicable Licensing System attachment (sometimes referred to as a "Summary Sheet") attached to or incorporated into the Order Schedule or this Attachment. Ordering Activity shall not be entitled to use any other software programs under the Licensing System, whether or not such other software programs are marketed by Contractor under the same Licensing System.

RESTRICTIONS AND PROTECTIONS.

Ordering Activity acknowledges that the Software and its structure, organization and source code constitute and contain valuable trade secrets of Contractor and/or its suppliers. Accordingly, Ordering Activity shall not: (i) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or allow any third party to do the foregoing, except to the extent explicitly permitted by applicable law without possibility of contractual waiver; (ii) modify, adapt, alter, translate or create derivative works from the Software or Documentation; (iii) sublicense, rent, loan, lease, sell, or otherwise transfer all or part of the Software or Documentation to any third party except as expressly permitted under this Attachment; (iv) allow any third party to access or use the Software on a service bureau, application service provider, time-sharing, or similar basis; (v) disable, modify or circumvent the license management system provided with the Software; (vi) remove, alter, or obscure any proprietary notices, labels, or marks from the Software or Documentation; (vii) disclose results of any Software benchmark tests without Contractor's prior written consent; (viii) disclose, display, or permit access to or use of the Software or Documentation by persons other than Authorized Users using the Software and Documentation within the scope of the license acquired by Ordering Activity; or (ix) otherwise use or copy the Software or Documentation except as expressly permitted under this Attachment. Ordering Activity agrees to notify Contractor immediately of any unauthorized access to or use of the Software.

Ordering Activity may copy the Software as reasonably required in conjunction with permitted use under this Attachment and for backup purposes. Any such copies made by Ordering Activity must reproduce and include, in exact form, all proprietary rights notices. Ordering Activity shall maintain records of the location of each copy of the Software, and the location and identity of the computers on which the Software is installed.

The Software and Documentation, and all worldwide intellectual property rights therein, are and remain the property of Contractor and/or its suppliers. Nothing in this Attachment will be deemed to convey to Ordering Activity any title, ownership, or other intellectual property rights in or related to the Software or Documentation, and Ordering Activity agrees not to assert any such rights. All rights in and to the Software and Documentation not expressly granted to Ordering Activity in this Attachment are reserved by Contractor and/or its suppliers.

Upon fifteen (15) days written notice, Contractor may audit Ordering Activity's installation and use of the Software and Documentation. Ordering Activity shall cooperate with Contractor's audit and provide reasonable assistance and access to information. In addition to any other remedies available to Contractor, Ordering Activity agrees to pay within thirty (30) days of written notification any fees and charges applicable to Ordering Activity's use of the Software and Documentation in excess of Ordering Activity's license rights. Contractor shall not be responsible for Ordering Activity's costs incurred in cooperating with the audit. Contractor shall comply with Ordering Activity's reasonable security procedures while on Ordering Activity's facilities.

Except as required by applicable law, or as necessary for Ordering Activity to enforce or exercise its rights hereunder, Ordering Activity shall not disclose the terms of this Attachment or Contractor's pricing in connection with this Attachment to any third-party.

Ordering Activity acknowledges that the obligations of Ordering Activity under this Section 5 are of a special and unique character which gives them peculiar value to Contractor for which Contractor cannot be reasonably or adequately compensated in damages in the event Ordering Activity breaches such obligations. Ordering Activity therefore agrees that injunctive relief is an appropriate remedy for such breach or threatened breach. Such relief shall be in addition to, and not in lieu of, any other rights or remedies in law or equity to which Contractor may be entitled.

MAINTENANCE.

If Ordering Activity acquires Maintenance for Software, then during the applicable Maintenance term and subject to the terms and conditions of this Attachment, Contractor will provide Ordering Activity with error corrections and subsequent releases of the Software (and updated Documentation), if any, that Contractor, in its sole discretion, makes generally available at no additional charge to its end-users who are on Maintenance. Maintenance shall not entitle Ordering Activity to any release, option, module, or future product, which Contractor, in its sole discretion, licenses separately or offers for an additional fee. Contractor is under no obligation to develop any future programs or functionality. Contractor reserves the right to discontinue, in whole or in part, and at any time, offering Maintenance for any Software or platform.

Further, if Ordering Activity acquires Maintenance for Software, then during the applicable Maintenance term and subject to the terms and conditions of this Attachment, Contractor will provide Ordering Activity with technical support in English via telephone, email and any other means Contractor, in its sole discretion, makes generally available from time to time under technical support. Technical support is provided only for the then-current major release and the immediately preceding major release (as designated by Contractor) of the Software, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the applicable Documentation. Technical support is limited to reasonable assistance in response to Ordering Activity's technical support inquiries regarding: (i) Software installation, (ii) Software errors, and (iii) general questions regarding the usage of Software features. Technical support does not include training, consulting, on-site services, or the provision of engineering judgment for a customer-specific simulation. Upon Contractor's request, Ordering Activity shall provide information required by Contractor to verify that Ordering Activity and the specific license are entitled to technical support. To allow Contractor to properly address technical issues, Contractor may request that Ordering Activity provide files and other materials and information.

If Ordering Activity acquires Maintenance, the term and fees for Maintenance shall be set forth in the Order Schedule. Maintenance fees are due and payable in advance of the Maintenance term. Unless otherwise agreed to by the parties in writing: (i) annual Maintenance renewal, if any, will be at Contractor's then-current Maintenance prices, and (ii) to purchase any Maintenance, Ordering Activity is required to purchase Maintenance for all Software Ordering Activity has licensed from Contractor. In the event that Maintenance expires or was not originally purchased, upon the commencement of Maintenance a reinstatement fee will be assessed in accordance with Contractor's then current policies. In addition to any other remedies available to Contractor, Contractor reserves the right to refuse to provide Maintenance if Ordering Activity is overdue on any payment obligation under this Attachment.

Ordering Activity's remedy for a failure to meet any obligation under Maintenance and failure to cure such deficiency after thirty (30) days written notice will be that Ordering Activity may terminate Maintenance for the Software involved and receive a pro-rata return of any Maintenance fees paid for the remaining unused Maintenance period of the Software involved.

INSTALLATION AND AUTHORIZATION CODES.

Ordering Activity may install the Software only on the applicable Ordering Activity Computer identified in the Order Schedule, provided however that in the case of a Network (Floating) License or a Named User License Ordering Activity may install the Software on client machines within the scope of the license type acquired, as long as use of the Software is controlled by the Ordering Activity Computer (license server). Ordering Activity shall be responsible for installation of the Software and all associated costs. Ordering Activity may only relocate the Ordering Activity Computer with Contractor's prior written consent.

THE SOFTWARE MAY REQUIRE AUTHORIZATION CODES (also known as "LICENSE KEYS") TO RUN. ANY SUCH REQUIRED AUTHORIZATION CODES WILL BE ISSUED IN ACCORDANCE WITH CONTRACTOR'S THEN-CURRENT LICENSE MANAGEMENT POLICY. Ordering Activity shall provide Contractor with the host identifier and any other information reasonably required by Contractor for each Ordering Activity Computer to permit Contractor to generate the necessary authorization codes. Contractor has no obligation to provide authorization codes for any version of the Software which has been replaced by a more recent version.

Contractor reserves the right to charge Contractor's then-current standard hardware transfer fees whenever Contractor, in response to a Ordering Activity request, generates and delivers to Ordering Activity replacement authorization codes due to a change to the Ordering Activity Computer. Prior to any such delivery, Ordering Activity shall complete, sign and submit Contractor's standard hardware transfer request form. Contractor has no obligation to provide replacement authorization codes for changes to the Ordering Activity Computer if: (i) the applicable Software is not covered by Maintenance; (ii) the Software is not supported on the proposed substitute computer; or (iii) if Ordering Activity is in breach of this Attachment.

WARRANTY; LIMITATIONS.

Contractor warrants that the Software when used as permitted under this Attachment and in accordance with the instructions in the Documentation (including use on a computer hardware and operating system platform supported by Contractor) will conform substantially to its associated Documentation for a period of ninety (90) days from the delivery date. Any claim by Ordering Activity of a breach of this warranty must be made in writing and within ninety (90) days of the delivery date.

EXCEPT AS EXPRESSLY STATED IN THE PRECEDING PARAGRAPH OF THIS ATTACHMENT AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER CONTRACTOR NOR ANY SUPPLIER OF CONTRACTOR MAKE ANY WARRANTIES OF ANY KIND, WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MAINTENANCE, OR SERVICES PROVIDED UNDER THIS ATTACHMENT. CONTRACTOR FURTHER EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CONTRACTOR MAKES NO WARRANTY THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.

Ordering Activity's exclusive remedy, and Contractor's sole liability, for Software that does not meet the warranty set forth in Section 10.1 will be, at Contractor's option: (i) to correct the non-conforming Software within a reasonable time so that it conforms to the warranty; (ii) to replace the non-conforming Software with another Contractor software offering of substantially similar functionality; or (iii) if neither (i) or (ii) is commercially feasible, permit Ordering Activity to terminate the license as to the nonconforming Software and refund of the license fees and associated, unused Maintenance fees actually paid to Contractor for the non-conforming Software. Contractor will have no responsibility or obligation under the foregoing warranty or otherwise with respect to: (a) any Software that has been modified by anyone other than Contractor, or (b) failure of the Software caused by Ordering Activity or its agents through accident, abuse or misapplication.

SOFTWARE MIGRATION OR UPGRADE.

If a Software license is migrated or upgraded, the old license is deemed to have automatically terminated and Ordering Activity no longer has any right to use the terminated licenses.

MASTERKEY TERMS (Worldwide)

The MasterKey Terms set forth in this Attachment A. In the event of a conflict between these MasterKey Terms and the terms set forth elsewhere in this Attachment A, these MasterKey Terms prevail with respect to the software licensed to Ordering Activity under MasterKey.

MasterKey Licensing System. MasterKey is a flexible, concurrent-use licensing system that allows Ordering Activity to use one or more software features licensed to Ordering Activity under MasterKey. Use of the licensed software will be controlled by Ordering Activity's designated license server identified in the Attachment A, and Ordering Activity may access and use the licensed software, subject to the restrictions and limitations set forth below and elsewhere in this Attachment.

Tokens. Under MasterKey, Ordering Activity purchases licensing units ("Tokens"). The number of MasterKey Tokens acquired by Ordering Activity will be set forth in the order document accepted by Contractor (each an "Order Document"). Each instance of a software feature licensed under MasterKey requires a specified number of Tokens to run. The specified number of Tokens is removed from Ordering Activity's available Token-pool when operation of a software feature is commenced and returned to the Token-pool after the operation of the software feature ends.

Licensed Software. The Software licensed to Ordering Activity under MasterKey is strictly limited to software identified as Standard in the MasterKey Attachment. Without limiting the generality of the foregoing, Ordering Activity is not entitled to any additional software or modules that Contractor, in its discretion, markets under the MasterKey licensing system at a future date. Contractor reserves the right to discontinue, in whole or in part, and at any time, offering E&S for any Software licensed under MasterKey.

ENTERPRISE ADVANTAGE TERMS

The Enterprise Advantage Terms set forth in this Section C apply when Ordering Activity licenses Software under Contractor's Enterprise Advantage licensing system. These Enterprise Advantage Terms are in addition to, and not in lieu of, the terms and conditions set forth elsewhere in this Attachment A. In the event of a conflict between these Enterprise Advantage Terms and terms and conditions set forth elsewhere in this Attachment A, these Enterprise Advantage Terms shall prevail with respect to Software licensed by Ordering Activity under the Enterprise Advantage licensing system. Unless otherwise defined in these Enterprise Advantage Terms, capitalized terms shall have the same meaning as set forth above in this Attachment A.

Enterprise Advantage License Units. Enterprise Advantage is a flexible licensing system under which Ordering Activity may use multiple software products by purchasing Enterprise Advantage License Units (hereinafter, "Enterprise ALU's" or "ALU's"). A specified number of ALU's is required to run each floating license of software licensed under Enterprise Advantage. The specified number of ALU's is "checked out" from Ordering Activity's pool of purchased ALU's when each floating license of software is executed and returned to Ordering Activity's ALU-pool after usage.

Licensed Software. Software licensed by Ordering Activity under the Enterprise Advantage is strictly limited to: (i) the "Base Products" identified in the attached Enterprise Advantage Table; and (ii) any Optional Product(s) and/or Premium Option Product(s) separately licensed by Ordering Activity for an additional fee, as specified in the applicable order documentation.

Base Products. By purchasing (licensing) ALU's under Enterprise Advantage, Ordering Activity licenses the Software identified in the Enterprise Advantage Table as "Base Products". Access to and use of a Base Product at any moment in time will be limited by the number of ALU's then available for check-out in Ordering Activity's ALU-pool.

> Example: If each floating license of Base Product "A" checks out 50 ALU's, and at a given time 250 ALU's are available for check-out, then Ordering Activity can run up to 5 floating licenses of Base Product "A".

Optional Products. Purchase of ALU's does not grant any license or other rights to any Optional Products. If Contractor designates a software product or module as an "Optional Product", then subject to availability, Ordering Activity may purchase a license to enable use of the licensed Optional Product with ALU's acquired under Enterprise Advantage. The license fees (and any associated Maintenance fees) for enablement of an Optional Product will be as set forth in the applicable order documentation. Access to and use of each licensed Optional Product at any moment in time will be limited by the number of enabled ALU's then available for check-out. Payment of the license and Maintenance fees for Optional Products does not entitle Ordering Activity to additional ALU's. The licensing (enablement) of each Optional Product requires payment of additional fees.

Example: If Ordering Activity purchases a license to enable 250 ALU's for Optional Product "B", and each floating license of Optional Product "B" checks out 125 enabled ALU's, then Ordering Activity can run up to 2 floating licenses of Optional Product "B" at one time, assuming all 250 ALU's enabled for Optional Product "B" are available for checkout.

Premium Option Products. Purchase of ALU's does not grant any license or other rights to Premium Option Products. If Contractor designates a software package or product as a "Premium Option Product", then subject to availability, Ordering Activity may purchase one or more "ALU-dependent" floating licenses, with each such floating license of a Premium Option Product requiring a designated number of ALU's to run. Access and use to a licensed Premium Option Product at any moment in time will be limited by the number of floating licenses acquired for that Premium Option Product, and the number of ALU's then available for check-out. To purchase licenses of a Premium Option Product, Ordering Activity must have a sufficient number of ALU's to run the Premium Option Product licenses acquired. Payment of the license and Maintenance fees for Premium Option Features does not entitle Ordering Activity to additional ALU's.

Example: If Ordering Activity purchases 2 network (floating) licenses of Premium Option Product "C", then Ordering Activity may use its available ALU-pool to run up to 2 floating licenses of Premium Option Product "C" at a given time, each floating license requiring the applicable number of ALU's to run.

Contractor reserves the right to: (i) discontinue, in whole or in part, and at any time, offering Maintenance for any Software; or (ii) change, at any time and without notice, the list of products made available for future purchases (licensing) under Enterprise Advantage. Some products and modules have dependencies and prerequisites. License units or tokens purchased under one license system, cannot be used under another licensing system (e.g., MasterKey tokens or MD Advantage license units may not be used to run software licensed under Enterprise Advantage). All other restrictions and limitations in the contract shall apply, including without limitation, restrictions on authorized users, restrictions on use, the license term, and the geographical access limitations on network (floating) licenses. All references in this Addendum to "purchase" of ALU's or software shall mean purchase of a license to use software. Software is licensed, not sold.

Delivery. Contractor will deliver Software (and Documentation) licensed under Enterprise Advantage by making it available to Ordering Activity for electronic download; provided however that Contractor reserves the right in its sole discretion to deliver the Software (and Documentation) by physical delivery. For electronic delivery, the delivery date shall be when the Software is made available to Ordering Activity electronically. If Software and Documentation are delivered electronically, and Ordering Activity wishes to order physical sets of media containing the Software and Documentation, Ordering Activity may, subject to availability and payment of the applicable fees, order physical media from Contractor or its designated third party supplier. Software and Documentation on any such media shall be subject to the protections, limitations and restrictions set forth in this Attachment. The ordering of such media, shall not in any way modify or increase the scope or quantity of licenses granted to Ordering Activity.

SIMMANAGER ENTERPRISE TERMS
The terms and conditions set forth in this Section D ("SimManager Enterprise Terms") apply to SimManager Enterprise software, if any, licensed by Ordering Activity from Contractor. These SimManager Enterprise Terms are in addition to, and not in lieu of, the terms and conditions set forth elsewhere in this Attachment. In the event of a conflict between these SimManager Enterprise e Terms and terms and conditions set forth elsewhere in this Attachment, these SimManager Enterprise Terms shall prevail with respect to Software licensed by Ordering Activity under the These SimManager Enterprise licensing system. Unless otherwise defined in these SimManager Enterprise Terms, capitalized terms shall have the same meaning as set forth above in this Attachment.

Server License - A Server License is required for each instance of SimManager installed on any machine.

Processor - A physical processor in a computer is a functional unit that interprets and executes instructions. A physical processor consists of at least an instruction control unit and one or more arithmetic and logic units. Multi-core technology allows two or more processors (commonly called 'cores') to be active on a single silicon chip. Unless otherwise announced by Contractor, with multi-core technology, Contractor considers each 'core' to be a physical processor. For example, in a dual-core chip, there are two (2) physical processors residing on the single silicon chip. In addition to any other limitations set forth in the Attachment, installation and use of SimManager Enterprise software (and its components) is limited to the number of Processors identified in the applicable Order Schedule.
Network License – If Ordering Activity acquires Network License(s) for SimManager Enterprise software, then Ordering Activity's Authorized Users may, subject to the terms and conditions of the contract, access and use the SimManager Enterprise software from any Ordering Activity facility, provided that access to and use of the SimManager Enterprise software at any one time does not exceed the number of network licenses (accesses) acquired by Ordering Activity. [Note that in addition to Network Licenses, Ordering Activity is required to purchase SimManager Enterprise Server License(s)].

Third Party Software. To the extent any software licensed from third parties, including open source software, (collectively, "Third Party Software") is provided with the SimManager Enterprise software, Ordering Activity agrees to comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Attachment. Ordering Activity's use of the SimManager Enterprise software shall be deemed its acceptance of the third party licenses. CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS-IS", WITHOUT WARRANTIES OF ANY KIND BY CONTRACTOR. IN NO EVENT WILL CONTRACTOR BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

To the extent that SimManager Enterprise software includes components licensed from third party proprietary software vendors (e.g., IBM), such components may only be used as part of SimManager Enterprise.

Non-Production License. The following additional terms apply if Ordering Activity acquires non-production license(s) for SimManager Enterprise software:

As a pre-requisite to purchasing non-production license(s) of SimManager Enterprise, Ordering Activity must purchase or have purchased a production license of SimManager Enterprise R1.1 or later.

Ordering Activity may use such SimManager Enterprise software in a non-production environment, solely for internal, non-production purposes of testing, configuration and/or customization. Production use, or use for failsafe or backup server purposes or the like, is strictly prohibited. Non-production license(s) may not be installed on a license server that is used in a production environment.

Non-production licenses of SimManager Enterprise are licensed on a per "Developer User" basis. A non-production license must be purchased for each Developer User accessing the Software in any manner. Each Developer User is entitled to one Server License, and up to forty (40) simultaneous client accesses for the sole purpose of testing.

A "Developer User" is one and only one Authorized User who configures and/or customizes the SimManager Enterprise software in a non-production environment. For each Developer User, the SimManager Enterprise software (and its components) may be installed on one computer on up to 4 Processors; except that when the SimManager Enterprise software includes IBM's Tivoli System Automation and Tivoli Storage Manager, installation of these components is limited to one Processor per computer.

SIMMANAGER 2010: NAMED USER LICENSE

As a server/client application that enables users to manage simulation data and to execute remote processes on external compute resources, a typical implementation of SimManager will require multiple license types in operation. The following provides a description of the various component license types for a "named user" based implementation:
1. A SimManager Portal license to operate the SimManager server
2. A SimManager Full Client license for each user who will be creating data and executing actions within SimManager
3. A SimManager Limited Client license for each user who will be viewing/accessing data within SimManager
4. A SimManager Concurrent Process license that is used to run remotely executed job such as solver submissions on a remote HPC or data enrichment jobs on a remote server.
5. A SimManager Development Portal Package which contains the Portal, Full Client, Limited Client and Concurrent Process licenses and is for use in developing or testing a portal prior to production but cannot be used in production.

SimManager Portal License: A SimManager Portal refers to a single logical instance of SimManager with a unique URL address, dedicated database instance, security layer, and portal configuration. A single SimManager Portal may be supported by either a single web application server or a cluster of web application servers in a load-balanced/high-availability configuration. In the latter case, the SimManager server software will be installed on each of the web application servers (see Note below). A Portal License is required to operate a single SimManager Portal in either case.

Note: Ordering Activities are only required to purchase a single Portal License to operate a single SimManager Portal in a clustered environment. However, with SimManager 2010 it is required that Portal Licenses are used for each SimManager server that is installed in a clustered environment. The additional Portal Licenses that are to be used exclusively for the servers in the clustered environment supporting the original, single portal can be obtained free of charge from Contractor upon request through Ordering Activity Contractor account manager. Please consult with Ordering Activity's account manager to request adequate licenses to run SimManager in Ordering Activity particular environment.

Additional and separate SimManager Portals (with its own URL, dedicated database instance, security layer, and portal configuration) require a separate Portal License purchase, even if located in the same facility or on the same hardware.
In the case of multi-site configuration of a single SimManager Portal, the second, third, etc., instance of the same SimManager Portal will also require a separate Portal License purchase.

SimManager Full Client License: A Full Client License enables a user in SimManager complete access to data/actions. The user privileges can be further controlled by the authorization layer within SimManager based on the user's role and access to projects. Each user activated by the SimManager administrator will consume one license, independently of how the user is logged in and how many sessions the user has open (e.g. from the web client or other thick client). The license will only be released when the user is made inactive by the SimManager administrator. Even if the user logs out of SimManager, the license will NOT be released.

SimManager Limited Client License: A Limited Client License enables a user in SimManager read-only access to the data and only limited actions in the system (e.g. change password, search). The user privileges can be further controlled by the authorization layer within SimManager based on the user's role and access to projects. Each user activated by the SimManager administrator will consume one license, independently of how the user is logged in and how many sessions the user has open (e.g. from the web client or other thick client). The license will only be released when the user is made inactive by the SimManager administrator. Even if the user logs out of SimManager, the license will NOT be released.

Active vs. Inactive Users: Within the Administration Workspace of SimManager, the system administration can assign either a Full Client License or a Limited Client License to each user. In addition, each user can be given the status of Active "true" (Active) or Active "false" (Inactive). Only active users in the system will be assigned an actual user license based on their assigned license type, Full Client or Limited Client. Additionally, only the maximum number of available licenses of either license type can be assigned to users. For example, if there are 20 users registered in SimManager and there are 5 Full Client Licenses and 5 Limited Client Licenses, then there can only be 5 Active Full

Client users and 5 Active Limited Client users. All other attempts to assign the other 10 users an Active status will fail, until one of the 5 Active Full or 5 Active Limited clients are made Inactive.

Additionally, there is a minimum of one (1) required SuperUser in the system. By default, "SimMan", is the SuperUser defined in the out of the box configuration, but this user can be replaced by another designated SuperUser and "SimMan" can be made Inactive, thus releasing its Full Client License.

During initial setup of SimManager and the assignment of Active status and the License Type to each user, the "License Checked Out" status may indicate "false" to a user who has been assigned both Active status and a specific license type. If this is the case, the user has been assigned a license but it has not been checked out from the license server yet and only upon login by the user, will the "License Checked Out" status change from "false" to "true". When the user logs out, the "License Checked Out" status will remain "true", indicating a license remains checked out and allocated to that user. The license will only be released if the user is made Inactive or the SimManager server is shut down. SimManager Concurrent Process License: A Concurrent Process License enables the execution of remote, concurrent processes from SimManager. The running of these jobs is controlled outside of SimManager with a component called Action Runner that provides the communication to and from SimManager. While users in SimManager can initiate an unlimited number of requests, only a controlled amount of remote processes can execute (run) at any given point in time. All solver runs, data enrichments scripts (especially during large bulk uploads of data like input decks or results), and template runs should be configured in conjunction with a queue (or multiple queues) that manage how many "jobs" can be run concurrently. This can be controlled at deployment time by an appropriate setup of the job-submission system that defines the number of queues as Concurrent Process licenses are available.

Note: The Initial Software Bundle contains four (4) Concurrent Process licenses, but in SimManager 2010 the software does not enforce this count. In future releases, the use of more than four (4) concurrent process licenses per bundle will require purchase of separate, add on Concurrent Process Licenses. In any case, Ordering Activity are only permitted to run as many concurrent processes as Ordering Activity have purchased Concurrent Process Licenses for.

SimManager Development Portal Package: The Development Portal Package is to be used for development and testing of a SimManager Portal in a non-production environment. The Development Portal Package consists of Portal, Full Client, Limited Client and Concurrent Process licenses. These licenses must be established on a non-production license server separate from the production license server. The Development Portal Package licenses cannot be used or combined with standard licenses that are being used for a production SimManager Portal.

Note: A Development Portal Package may be required for each stage of a non-production SimManager Portal. Some companies may have a multi-stage development environment that includes development, test and pre-production prior to enabling SimManager in production. Each stage of SimManager prior to production may require a separate Development Portal Package if it is to be run simultaneously with other non-production versions of SimManager. Additionally, each developer of a SimManager Portal may require a Development Portal Package. Please consult with Ordering Activity account manager to appropriately plan the required number of Developer Portal Packages.

Installation: During the installation process of SimManager, Ordering Activity will be presented the option to select either a "Named User License Model" or a "Network Client License Model (legacy)". For both production and development instances of SimManager Ordering Activity will select "Named User License Model". After installation is complete, the users can then be administered from the SimManager web user interface. Refer to the SimManager Installation Guide and to the SimManager Administration Guide for more information.

Third Party Software. The SimManager software may be accompanied by or contain certain third party software, including open source software (collectively, "Third Party Software"), for which Contractor is required to pass-through to its licensees certain additional terms and conditions and/or notices. Hardcopies of the Third Party Software terms and conditions may be requested from Contractor from the foregoing site. THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OR LIABILITY OF ANY KIND BY CONTRACTOR.

SIMMANAGER 2010: NETWORK USER LICENSE

As a server/client application that enables users to manage simulation data and to execute remote processes on external compute resources, a typical implementation of SimManager will require multiple license types in operation. The following provides a description of the various components and license types for a "network user" based implementation (The network user license model is only supported for large environments (100+ users) under special approval):

1. A SimManager Portal license to operate the SimManager server
2. A SimManager Client Access license that allows users to access SimManager.
3. A SimManager Concurrent Process license that is used to run remotely executed job such as solver submissions on a remote HPC or data enrichment jobs on a remote server.
4. A SimManager Development Portal Package which contains the Portal, Full Client, Limited Client and Concurrent Process licenses and is for use in developing or testing a portal prior to production but cannot be used in production.

SimManager Portal License: A SimManager Portal refers to a single logical instance of SimManager with a unique URL address, dedicated database instance, security layer, and portal configuration. A single SimManager Portal may be supported by either a single web application server or a cluster of web application servers in a load-balanced/high-availability configuration. In the latter case, the SimManager server software will be installed on each of the web application servers (see Note below). A Portal License is required to operate a single SimManager Portal in either case.

Note: Ordering Activities are only required to purchase a single Portal License to operate a single SimManager Portal in a clustered environment. However, with SimManager 2010 it is required that Portal Licenses are used for each SimManager server that is installed in a

clustered environment. The additional Portal Licenses that are to be used exclusively for the servers in the clustered environment supporting the original, single portal can be obtained free of charge from CONTRACTOR upon request through Ordering Activity Contractor account manager. Please consult with Ordering Activity account manager to request adequate licenses to run SimManager in Ordering Activity's particular environment.

Additional and separate SimManager Portals (with its own URL, dedicated database instance, security layer, and portal configuration) require a separate Portal License purchase, even if located in the same facility or on the same hardware.
In the case of multi-site configuration of a single SimManager Portal, the second, third, etc., instance of the same SimManager Portal will also require a separate Portal License purchase.

SimManager Client Access: A Client Access license allows multiple users to utilize the same license, but not simultaneously. When a users logs into SimManager, a Client Access license is checked out from the license server. When the user logs out, or when the Web server terminates its session because of inactivity, the Client Access license is released and is available for use by another user. The maximum number of users who can log into the SimManager portal simultaneously is equivalent to the total number of SimManager Client Access licenses.

Note: The network Client Access license (sometimes referred to as concurrent or floating), authorizes a maximum number of simultaneous/concurrent users equivalent to the number of Client Access licenses. An authorized user is permitted to login and run multiple sessions of SimManager, however, each session will consume an additional Client Access license. When individual users consume multiple licenses it may result in denied access to other users if all licenses have been consumed.

SimManager Concurrent Process License: A Concurrent Process License enables the execution of remote, concurrent processes from SimManager. The running of these jobs is controlled outside of SimManager with a component called Action Runner that provides the communication to and from SimManager. While users in SimManager can initiate an unlimited number of requests, only a controlled amount of remote processes can execute (run) at any given point in time. All solver runs, data enrichments scripts (especially during large bulk uploads of data like input decks or results), and template runs should be configured in conjunction with a queue (or multiple queues) that manage how many "jobs" can be run concurrently. This can be controlled at deployment time by an appropriate setup of the job-submission system that defines the number of queues as Concurrent Process licenses are available.
Note: The Initial Software Bundle contains four (4) Concurrent Process licenses, but in SimManager 2010 the software does not enforce this count. In future releases, the use of more than four (4) concurrent process licenses per bundle will require purchase of separate, add on Concurrent Process Licenses. In any case, Ordering Activity are only permitted to run as many concurrent processes as Ordering Activity have purchased Concurrent Process Licenses for.

SimManager Development Portal Package: The Development Portal Package is to be used for development and testing of a SimManager Portal in a non-production environment. The Development Portal Package consists of Portal and Concurrent Process licenses with client access controlled by Full Client and Limited Client licenses (described below). All licenses must be established on a non-production license server separate from the production license server. The Development Portal Package licenses cannot be used or combined with standard licenses that are being used for a production SimManager Portal.

SimManager Full Client License: A Full Client License enables a user in SimManager complete access to data/actions. The user privileges can be further controlled by the authorization layer within SimManager based on the user's role and access to projects. Each user activated by the SimManager administrator will consume one license, independently of how the user is logged in and how many sessions the user has open (e.g. from the web client or other thick client). The license will only be released when the user is made inactive by the SimManager administrator. Even if the user logs out of SimManager, the license will NOT be released.

SimManager Limited Client License: A Limited Client License enables a user in SimManager read-only access to the data and only limited actions in the system (e.g. change password, search). The user privileges can be further controlled by the authorization layer within SimManager based on the user's role and access to projects. Each user activated by the SimManager administrator will consume one license, independently of how the user is logged in and how many sessions the user has open (e.g. from the web client or other thick client). The license will only be released when the user is made inactive by the SimManager administrator. Even if the user logs out of SimManager, the license will NOT be released.

Active vs. Inactive Users: Within the Administration Workspace of SimManager, the system administration can assign either a Full Client License or a Limited Client License to each user. In addition, each user can be given the status of Active "true" (Active) or Active "false" (Inactive). Only active users in the system will be assigned an actual user license based on their assigned license type, Full Client or Limited Client. Additionally, only the maximum number of available licenses of either license type can be assigned to users. For example, if there are 20 users registered in SimManager and there are 5 Full Client Licenses and 5 Limited Client Licenses, then there can only be 5 Active Full Client users and 5 Active Limited Client users. All other attempts to assign the other 10 users an Active status will fail, until one of the 5 Active Full or 5 Active Limited clients are made Inactive.

Additionally, there is a minimum of one (1) required SuperUser in the system. By default, "SimMan", is the SuperUser defined in the out of the box configuration, but this user can be replaced by another designated SuperUser and "SimMan" can be made Inactive, thus releasing its Full Client License.

During initial setup of SimManager and the assignment of Active status and the License Type to each user, the "License Checked Out" status may indicate "false" to a user who has been assigned both Active status and a specific license type. If this is the case, the user has been assigned a license but it has not been checked out from the license server yet and only upon login by the user, will the "License Checked Out"

status change from "false" to "true". When the user logs out, the "License Checked Out" status will remain "true", indicating a license remains checked out and allocated to that user. The license will only be released if the user is made Inactive or the SimManager server is shut down. Note: A Development Portal Package may be required for each stage of a non-production SimManager Portal. Some companies may have a multi-stage development environment that includes development, test and pre-production prior to enabling SimManager in production. Each stage of SimManager prior to production may require a separate Development Portal Package if it is to be run simultaneously with other non-production versions of SimManager. Additionally, each developer of a SimManager Portal may require a Development Portal Package. Please consult with Ordering Activity's account manager to appropriately plan the required number of Developer Portal Packages.

Installation: During the installation process of SimManager, Ordering Activity will be presented the option to select either a "Named User License Model" or a "Network Client License Model (legacy)". For the production network client license model, select "Network Client License Model (legacy). For the development instances of SimManager Ordering Activity will select "Named User License Model".

After installation is complete, the users can then be administered from the SimManager web user interface. Refer to the SimManager Installation Guide and to the SimManager Administration Guide for more information.
Third Party Software. The SimManager software may be accompanied by or contain certain third party software, including open source software (collectively, "Third Party Software"), for which CONTRACTOR is required to pass-through to its licensees certain additional terms and conditions and/or notices. Hardcopies of the Third Party Software terms and conditions may be requested from Contractor. THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OR LIABILITY OF ANY KIND BY CONTRACTOR.

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a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

NAPERSOFT

NAPERSOFT LICENSE, WARRANTY AND SUPPORT TERMS

CERTAIN DEFINITIONS

"Anniversary Date" means the first day of the month closest to the anniversary of the Delivery Date for the initial copy of the Licensed Product delivered under a Schedule.

"Casual Users" means all persons who are not PARs and who are authorized by Ordering Activity to access or use the Licensed Product, subject to any requirements set forth in the applicable License Schedule or Price Schedule. Casual Users may include, for example, persons visiting the Ordering Activity's web site. The term "Casual Users" also includes persons, other than PARs, who are authorized by any service bureau Ordering Activity of Ordering Activity to access or use the Licensed Product.

"Ordering Activity's Nonpublic Personal Information" means any personally identifiable information disclosed by Ordering Activity to Contractor that: (a) relates to any consumer; (b) relates to, or derives from, any transaction between Ordering Activity and any consumer; or (c) is a list, description or other grouping of consumers. Ordering Activity's Nonpublic Personal Information shall include, but is not limited to: (1) application information (such as name, social security number, assets, income, and property information); (2) medical information; (3) account information with Ordering Activity or others (e.g., policy coverage, premium amounts and payment history); (4) consumer names & addresses; (5) consumer report information; (6) motor vehicle record information; (7) credit report information; (8) insurance support organization report information; (9) claims history; and (10) the mere fact that an individual is or was a Ordering Activity, policyholder or applicant of Ordering Activity.

"Delivery Date" means, as applicable, the first business day after the date Contractor ships the Licensed Product; or the date of download if Ordering Activity downloads the Licensed Product electronically; or the effective date of the applicable Schedule or addendum if a copy of the Licensed Product is then in the possession of Ordering Activity.

"Excluded Components" means (a) all third-party components delivered to Ordering Activity by Contractor along with the Licensed Product and referenced in any License.txt file (or file of a like name, e.g., LicenseThirdParty.txt) included with the Licensed Product or an update, and (b) all source code that may be provided. Upon request, Contractor will provide a list of the Excluded Component binary code files and identify the point of supply for, or provide a copy of, the corresponding source code materials for such Excluded Components.

"Installation Location" means a single geographic building address location designated in a License Schedule.

"Licensed Product" means the Contractor commercial software product(s) identified on the applicable License Schedule, either separately or collectively, as applicable. Licensed Product also includes software deliverables under a Work Order per Paragraph 12.e (Training and Consulting Services). The Licensed Product does not include any Excluded Components.

"License Schedule" means any schedule for specified Licensed Product(s) referencing this Attachment and identifying such product.

"Persons Assigned to Roles" or "PARs" means all of the employees, contractors, associates, agents, partners, supplier representatives or similar person who are authorized by the Ordering Activity to access or use the Licensed Product and files at any time in the course of the Ordering Activity's business. Such access or use may be: (a)(1) direct (e.g., by signing on to the Licensed Product) or (2) indirect (e.g., by signing on to another application that in turn calls the Licensed Product); and (b) via a direct, networked, dial-in, Internet or other remote access connection. The term "Persons Assigned to Roles" includes all of the employees, contractors, associates, agents, partners, supplier representatives or similar persons who are authorized by any service bureau Ordering Activity of Ordering Activity to access or use the Licensed Product and files at any time in the course of such service bureau Ordering Activity's business, directly or indirectly via a calling application.

"Processor" means each processor within any server upon which Ordering Activity loads or runs the Licensed Product. Some manufacturers offer server models with multiple processors. For example, each of the following configurations would require a licensed quantity of 4 Processors: (a) 4 servers with 1 processor per server; and (b) 1 server with 4 processors.

"Role" means the type of activities, as set forth on the applicable License Schedule, performed by a person authorized by Ordering Activity to access or use the Licensed Product.

"Schedule" means any License Schedule or Work Order, separately or collectively, as the context may require. The solicitation of an offer set forth in any proposed Schedule is valid only through the expiration date set forth in such solicitation, or for ten (10) days from the date Contractor delivers such solicitation if no expiration date is specified. If any proposed Schedule (including the Attachment if applicable) is not executed by the expiration date, then such solicitation of offer is rescinded, and all terms are null and void.

"Server Processor Unit" means the number of Processors included with the applicable Licensed Product per the current Price Schedule. Such number may vary for each Licensed Product.

"Work Order" means any work order for Contractor services referencing this Attachment.

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GRANT OF LICENSE
a. Subject to the terms and conditions set forth in this Attachment (including the applicable Schedule(s)), Contractor hereby grants to Ordering Activity a non-transferable, non-exclusive perpetual license to use the Licensed Product for use in its business operations.

b. The Licensed Product and future updates may include certain third-party components which are provided to Ordering Activity under terms and conditions which are different from this Attachment, or which require Contractor to provide Ordering Activity with certain notices and/or information. For each such third party component, either Contractor will identify such third-party component in a "ReadMe" file, an updated "ReadMe" file or in a file or files referenced in such a "ReadMe" file (including any associated license agreement, notices or other information), or the third-party component will contain or be accompanied by its own license agreement (e.g., provided when installing or starting such component). Ordering Activity's use of each third-party component which contains or is accompanied by its own license agreement, or for which a license agreement is identified in one of the referenced "ReadMe" files, will be subject to the terms and conditions of such other license agreement, and not this Attachment. By using or not uninstalling such third-party components after the initial installation of such third-party components (thereby giving access to the applicable agreements or notices), Ordering Activity acknowledges and agrees to all such agreements or notices, including updates thereto which accompany updates to the Licensed Product.

RIGHTS OF USE
a. Ordering Activity shall use any Licensed Product licensed on a per PAR (by type) basis only by the cumulative total of the licensed quantity of PARs (by type). At all times, the Ordering Activity must have licensed and paid for a licensed quantity of PARs (by type) which equals or exceeds the actual number of such persons that Ordering Activity has authorized to access or use the Licensed Product and files. The licensed quantity of PARs (by type) may be less than the total number of individual Ordering Activity employees, contractors, associates, agents, partners, supplier representatives or similar persons who actually connect (directly or via a calling application) with any server on which the Licensed Product and files are loaded or run, provided that the Ordering Activity takes reasonable security measures to block access to, or use of, the Licensed Product by those other persons. In the event that multiple persons are authorized to sign on using the same user id and password, the total number of such persons must be included in the licensed quantity of PARs (by type). Ordering Activity must report and pay for any required increases in the licensed quantity of PARs (by type) per the paragraph entitled "Prices and Payment Terms."

b. Ordering Activity shall use any Licensed Product licensed on a per Processor basis only on the cumulative total of the licensed quantity of Processors within servers on which the Ordering Activity loads or runs the applicable Licensed Product (either permanently or temporarily) by any means. At all times, each Processor within any server upon which Ordering Activity loads or runs the Licensed Product must be licensed and paid for. Ordering Activity must report and pay for any required increases in the licensed quantity of Processors per Paragraph 5.b (Prices and Payment Terms).

c. Ordering Activity must use the Licensed Product solely for its own internal organizational needs and, for production processing, only at the designated Installation Location(s) and upon the computer system(s) identified on the applicable License Schedule of this Attachment.

d. Ordering Activity may use the Licensed Product to provide service bureau, outsourcing or similar services for its customers so long as, at all times, Ordering Activity has licensed and paid for a licensed quantity of PARs (by type) which equals or exceeds the actual number of all PARs (by type) of Ordering Activity, and all PARs (by type) of all service bureau customers of Ordering Activity.

e. Ordering Activity, and if applicable its service bureau customers, may also authorize an unlimited number of Casual Users to access or use the Licensed Product, subject to any requirements set forth in the applicable Price Schedule. While license and maintenance fees for PARs (by type) do not apply to authorized use of the Licensed Product by Casual Users, applicable license and maintenance fees for any additional Processors used to support access by Casual Users are required.

f. Should a designated system become inoperable, Ordering Activity may transfer the Licensed Product to a "back-up system" until the primary system is again operational. Ordering Activity shall notify Contractor promptly of any such use.

g. Ordering Activity may change the designated Installation Location(s) and the designated system(s) with Contractor's prior written consent. Contractor shall not unreasonably withhold such consent; provided, however, that any upgraded or expanded use may be subject to additional license and maintenance fees determined per the applicable Price Schedule then in effect.

h. Ordering Activity shall have the right, at no additional charge, to use the Licensed Product on Processors at its disaster recovery facility for both the purposes of testing its disaster recovery plan and for production processing in the event of an actual disaster that precludes Ordering Activity from utilizing the Licensed Product on the designated production system Processors at the designated Installation Location(s), provided that any such Processors are not used for non-disaster-related production processing and any such facility is not owned or operated by a competitor of Contractor. If such facility is owned or operated by a third party: (1) Ordering Activity and such third party shall execute a written agreement prior to use of such third-party facilities specifying that the use of the Licensed Product at such facilities is governed by the terms of this Attachment; and (2) Ordering Activity shall notify Contractor promptly of any such arrangement. Access to the Licensed Product at such facilities shall be limited to those Ordering Activity or facility employees necessary to perform such testing or processing in the event of a disaster. Upon termination of the services of such third-party facility by Ordering Activity, the third party's right to use the Licensed Product shall also terminate and the third party shall destroy all copies of the Licensed Product in its possession or under its control, including in all types of media or computer memory. Ordering Activity shall indemnify Contractor for any claims, damages, or loses arising from the use of the Licensed Product by such third party outside of the scope of this Attachment.

ORDERING ACTIVITY OBLIGATIONS
a. Proprietary Information. Ordering Activity acknowledges that the Licensed Product (including Licensed Product documentation, other material related to a Licensed Product or to another Contractor product proposed to be licensed, but excluding any Excluded Components) is proprietary, that it constitutes a trade secret and that it has a commercial value. Ordering Activity shall not: (1) reproduce the Licensed Product or any other data or information provided by Contractor, except in machine-readable form for the purposes of back-up or except for printed reproduction of standard documentation provided in electronic form with the Licensed Product for the internal use of Ordering Activity and its Affiliates identified on the applicable Schedule (if any); (2) make any disclosure of any such information to a third party without Contractor's prior written consent; (3) use the Licensed Product other than as permitted in this Attachment without Contractor's prior written consent; (4) analyze the Licensed Product or any portion of it, except to the extent allowable under applicable law despite this restriction; (5) disassemble, decompile or reverse engineer the Licensed Product or otherwise attempt to discover any process or technique inherent in the Licensed Product or any portion of it which Contractor does not disclose to Ordering Activity, except to the extent allowable under applicable law despite

this restriction; or (6) distribute the Licensed Product, or prepare or distribute modifications, adaptations or derivative works thereof. Ordering Activity shall instruct its employees or agents having access to the Licensed Product of the above limitations. Ordering Activity's obligation of confidentiality shall not apply to information which: (a) is known to Ordering Activity at the time of disclosure by or for Contractor as proven by the Ordering Activity's written records; (b) is independently received by Ordering Activity without obligations of confidentiality from a third party which has the legal right to give such information; (c) is in the public domain through no fault or action of Ordering Activity; (d) is independently developed by Ordering Activity without reference to the Licensed Product as proven by Ordering Activity's written records; (e) is disclosed pursuant to a court order or the lawful requirement of any duly constituted governmental agency having jurisdiction over Ordering Activity, provided Ordering Activity gives Contractor as much prior written notice of such order or requirement as is practical under the circumstances; or (f) is disclosed pursuant to written approval from Contractor. In the event of any breach of this covenant of confidentiality, it is agreed that remedies at law shall not be adequate; that Contractor will suffer irreparable harm; and that Contractor shall be entitled, not only to its damages, but also to any injunctive relief that may be available under applicable law, without the necessity of posting bond. The obligations of Ordering Activity set forth in this Paragraph 9.a shall survive the termination or expiration of this Attachment for any reason.

b. Implementation. Ordering Activity acknowledges that the Licensed Product is used in conjunction with certain products, systems and services, furnished or developed by Ordering Activity or others, including Ordering Activity's business applications, Microsoft Word and Windows, and other Ordering Activity-furnished third-party hardware or application, system or database software. Contractor will identify, from time to time, minimum requirements for installing and using the Licensed Product. Ordering Activity is responsible: (1) for the installation, implementation and deployment of the Licensed Product; and (2) for the acquisition, installation, configuration, security, maintenance and support of all Ordering Activity business applications and Ordering Activity-furnished third-party products. In the event that Ordering Activity requires implementation assistance or identifies issues related to a Ordering Activity business application or Ordering Activity-furnished third-party product, systems and services, then, if contracted, Contractor shall provide consulting services to assist Ordering Activity staff with the resolution of such matters.

c. Use of the Licensed Product. Ordering Activity acknowledges that it has the continuing obligation to assure the accuracy and quality of the results generated by the Ordering Activity's use of the Licensed Product. Without limiting the generality of the foregoing, Ordering Activity represents and warrants that the systems, procedures and data used in conjunction with the Licensed Product, from time to time, will be accurate and complete, and that Ordering Activity shall conduct reasonable reviews, samples and tests to confirm the foregoing. If any Ordering Activity employee or agent discovers that the Licensed Product or Excluded Components do not operate in accordance with Contractor's standard documentation, then Ordering Activity shall notify Contractor promptly and the provisions of the paragraphs entitled "Maintenance" and "Warranties, Remedies and Disclaimers" shall apply.

MAINTENANCE

a. The first year of maintenance services is required for the licensed quantity of PARs (by type) and Processors. The initial maintenance period begins on the Delivery Date of the Licensed Product and ends on the first Anniversary Date. Renewal of maintenance services, for a 12 month consecutive period, begins on the Anniversary Date. Ordering Activity's maintenance services subscription automatically renews each year for all PARs (by type) and Processors, at Contractor's then-current renewal fee, unless Ordering Activity notifies Contractor in writing not less than 30 days prior to the renewal date that Ordering Activity elects to cancel its maintenance services subscription for a Licensed Product with respect to the total licensed quantity of Processors and PARs (by type) at the end of any annual maintenance period. Contractor reserves the right to terminate maintenance services for any Licensed Product at the end of any annual maintenance period by providing Ordering Activity written notice not less than thirty (30) days prior to the renewal date. Ordering Activity shall pay renewal maintenance fees in advance and no later than the Anniversary Date at the beginning of each renewal maintenance period. If maintenance fees are not timely paid, then Contractor may suspend providing maintenance services without relieving Ordering Activity of its obligation of payment.

b. The maintenance services referred to in this paragraph 6 consist of Contractor: (1) providing reasonable amounts of consultation via telephone, facsimile or electronic mail from Manufacturer's premises in Naperville, Illinois, USA, to assist Ordering Activity in the use of the then current version of the Licensed Product and Excluded Components; provided that with respect to any Excluded Components Contractor maintenance services only applies to the use of Excluded Components when used together with the Licensed Product; and (2) notifying Ordering Activity of all enhancements to the Licensed Product or Excluded Components and related documentation that Contractor may make generally available to other Contractor maintenance services customers of the Licensed Product and, upon Ordering Activity's request, delivery of one copy of such enhancements at no additional charge. Any such enhancement to the Licensed Product shall be automatically deemed part of such Licensed Product. Separately priced product options or upgrades are not provided under maintenance services. Unless set forth otherwise in the applicable License Schedule, maintenance services are provided during Contractor's regular business hours (currently 8:00 a.m. to 5:00 p.m. Central Time, excluding weekends and Contractor holidays) to two (2) individual Ordering Activity technical support contacts designated by Ordering Activity to be the only persons in Ordering Activity's organization authorized to request and receive Contractor maintenance services on behalf of Ordering Activity. Ordering Activity shall promptly notify Contractor of any changes of Ordering Activity's designated contacts.

c. If Ordering Activity elects to cancel maintenance services, and it later wishes to reinstate maintenance services for a supported Licensed Product, then Ordering Activity must pay to Contractor all previously applicable maintenance fees, at the then-current Contractor rates, to reinstate such services and to receive the then-current release of the Licensed Product.

d. Unauthorized changes or attempted changes by Ordering Activity to the Licensed Product or Excluded Components, the failure of Ordering Activity to properly install the Licensed Product or updates thereto, or the failure of Ordering Activity to maintain the computer system(s) (including engineering changes and operating system and other prerequisite third-party product updates) shall, at the sole and exclusive option of Contractor, terminate the maintenance and warranty provisions of this Attachment as such provisions relate to the applicable License Schedule. In the event Contractor provides services at Ordering Activity's request to correct a suspected error, and such error is (1) non-existent, (2) the result of an unauthorized change, (3) or attributable to a prerequisite third-party product, then Ordering Activity agrees to compensate Contractor for its services, but in no case shall said compensation exceed Contractor's prevailing commercial prices. Notwithstanding any provision of this Attachment to the contrary, maintenance services are only provided for the unmodified binary code delivered by Contractor and are not provided with respect to any source code or any Ordering Activity modifications of source code.

TRAINING AND CONSULTING SERVICES

a. Initial training and consulting services for each Licensed Product must be purchased as set forth on the applicable Schedule. All training, consulting and other services set forth on a Schedule must be used within the period specified therein, and if no period is specified, within six months of the effective date of such Schedule. Ordering Activity is obligated to pay for all such training, consulting, and other services, whether or not used within such period. Ordering Activity shall not be entitled to a refund of any prepaid fees for such services not used within such period.

b. Contractor agrees to perform the additional training, consulting and other services as set forth in a Work Order for the project described therein.

c. The Ordering Activity shall compensate Contractor on a time and material basis at Contractor's prevailing rates as set forth in the applicable Work Order. Ordering Activity shall pay for all actual and reasonable travel, lodging and other out-of-pocket expenses incurred by Contractor in performance of training, consulting and installation support under this Attachment from other than the offices of Contractor. Travel time is charged at the applicable hourly rate for Contractor travel outside of the United States. Contractor shall invoice Ordering Activity monthly in arrears for such compensation and expenses.

d. Ordering Activity shall make the Licensed Product, as installed on Ordering Activity's systems, and the related Ordering Activity programs and databases available to Contractor via secure remote access for purposes of facilitating the rendering of services by Contractor.

e. Ordering Activity agrees that the documents and software developed or delivered by Contractor (excluding any Excluded Components) for the Ordering Activity's use pursuant to a Work Order (the "Supplemental Materials") shall be deemed to be licensed material and, if applicable, part of the Licensed Product to which it relates or a separate Licensed Product; provided that the foregoing does not transfer to Contractor any ownership of any portion of any document or software owned by Ordering Activity or its third-party suppliers that was not developed or delivered by Contractor. The Supplemental Materials developed by Contractor or delivered to Ordering Activity pursuant to a Work Order are subject to the terms and conditions of this Attachment, except that Ordering Activity shall maintain all Licensed Product software delivered in source code form. Ordering Activity acknowledges that the Supplemental Materials may utilize copyrighted material previously developed by Contractor for itself or others, that Contractor retains the copyright in the Supplemental Materials, and that Contractor may utilize such materials for itself or others. Generally, Supplemental Materials subject to such re-use may include materials such as Contractor written or modified custom distribution class handlers used in conjunction with the applicable Licensed Product and documents describing the requirements for the foregoing.

f. Without limiting the right of either Contractor or the Ordering Activity to terminate the services of Contractor under a Work Order on any other basis, in the case of a Work Order to be performed on a time and materials basis, the Ordering Activity may terminate Contractor's services with respect to such Work Order at any time by providing Contractor with at least five (5) days written notice. Any such termination shall be without refund or prejudice to compensation earned prior to the effective date of termination, as set forth in the applicable Work Order.

WARRANTIES, REMEDIES AND DISCLAIMERS

a. Limited Warranty. Contractor warrants that each item of the Licensed Product and Excluded Components delivered hereunder shall be free of defects in material, workmanship, and operation in accordance with Contractor's standard documentation; provided that with respect to any Excluded Components this limited warranty only applies to the use of Excluded Components by Ordering Activity as delivered in binary code and when used together with the Licensed Product. This warranty is effective for a period of 90 days beginning upon the initial Delivery Date of the applicable product. Upon notice by Ordering Activity of an alleged breach of the foregoing warranty, or of maintenance services under Paragraph 6 (Maintenance), Contractor shall take commercially reasonable and prompt action either: (1) to correct such defects and make such additions, modifications or adjustments to the applicable product as may be necessary to keep it in operating order in accordance with Contractor's standard documentation, without additional cost to Ordering Activity except as provided in Paragraph 6 (Maintenance), or (2) to terminate all or part of the applicable Schedule and refund or credit to Ordering Activity the perpetual license fee paid reduced by 1/36th of such license fee for each month since the initial Delivery Date of the applicable product.

b. Notice. CONTRACTOR OBLIGATIONS UNDER THE MAINTENANCE AND WARRANTIES PROVISIONS OF THIS ATTACHMENT ARE CONDITIONED UPON RECEIPT BY CONTRACTOR OF NOTICE AND ADEQUATE DOCUMENTATION AS STATED IN THIS ATTACHMENT.

c. Disclaimers.

(1) UNLESS OTHERWISE SPECIFICALLY STATED IN THIS ATTACHMENT, CONTRACTOR, ITS SUPPLIERS AND LICENSORS, DO NOT WARRANT AND HEREBY DISCLAIM ANY LIABILITY WITH RESPECT TO PERFORMANCE LEVELS, INCLUDING BUT NOT LIMITED TO RESOURCE UTILIZATION, RESPONSE TIME OR SYSTEM OVERHEAD. IN ADDITION, NO WARRANTY IS GIVEN THAT USE OF THE LICENSED PRODUCT OR EXCLUDED COMPONENTS WILL BE UNINTERRUPTED OR ERROR-FREE.

(2) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS ATTACHMENT: (A) THERE ARE NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS ATTACHMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND (B) EXCLUDED COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND TO THE EXTENT PERMITTED BY APPLICABLE LAW. MOREOVER, THE REMEDIES PROVIDED FOR IN THIS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

NETEZZA

NETEZZA LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS
"Documentation" means the installation and operating instructions, user manuals, help files, 'README' files, training materials, and all technical information and materials, in written or electronic form, provided by Contractor to Customer and intended for use in connection with Products.

"Hardware" means the computer hardware components of a Contractor Performance Server system, as delivered by Contractor, including but not limited to host computer(s), memory, hard disk drives, network devices, and other components, as well as replacement and spare parts.

"Installed Site" means a facility where Products are installed.

"Intellectual Property Rights" means patent, trademark, copyright, trade secret, and any other intellectual and intangible property rights, including but not limited to all registrations and applications for such rights, and all continuations, continuations in part, divisional applications, and renewals of any of the foregoing.

"Products" means Hardware, Software, and Documentation.

"Purchase Order" means a purchase order for Products and/or Services submitted to Contractor by Customer.

"Services" means services offered by Contractor through Manufacturer or its authorized service providers in connection with Products, including but not limited to maintenance and support services.

"Software" means any computer software or firmware (i) installed on or embedded in Hardware, or (ii) otherwise provided by Contractor for use with Products, including but not limited to any applicable updates, patches, or new releases that Contractor or its licensors may provide from time to time.

SUPPORT AND TRAINING
Support. Contractor will provide support for Products as set forth on Attachment A, provided that Ordering Activity pays support fees when due as set forth herein. Support for each Product will commence on delivery. Contractor will continue to provide support for Products for at least five (5) years from the date of purchase, provided that (i) Ordering Activity continues to pay support fees to Contractor as they become due, and (ii) Ordering Activity installs a new Software release, available at no additional cost to Ordering Activity, at least once per year.

Included Training. Contractor will provide its standard training, as set forth below, to Ordering Activity at no additional charge.

Additional Training. Contractor may provide additional training upon Ordering Activity request, at Contractor's then-current rates for such training.

PERMITTED USE AND RESTRICTIONS
Permitted Use. Unless specifically identified as a development system at the time of purchase, Products may be used for either live production or development use. Products shall be used by Ordering Activity solely for its internal business purposes, and shall be accessed and used only by Ordering Activity's authorized employees, contractors, and customers (if applicable). Any Product provided as a development system shall be used solely for internal development purposes and shall not be used in a live production environment. Notwithstanding the foregoing, a development system may be used for temporary disaster recovery purposes, provided that Ordering Activity promptly transfers operations back to an authorized live production system.

Restrictions. Ordering Activity shall not: (i) disassemble, decompile, reverse engineer, translate, or otherwise attempt to reconstruct any Products, or attempt to derive or obtain any source code, structure, algorithms, process, technique, technology, know-how, or ideas embodied by, underlying, or contained in Products; (ii) remove any product identification or proprietary rights notices from Products; (iii) sell, sublicense, lease, lend, distribute, transfer, or otherwise provide access to Products to any third party except as expressly permitted by this Attachment; (iv) modify or create derivative works of any Products; or (v) use or copy Products except as expressly provided by this Attachment. Ordering Activity shall not permit or facilitate any other person or entity from taking any actions which Ordering Activity is prohibited from taking pursuant to this Attachment.

Software License. Copies of Software are licensed and not sold. Contractor grants Ordering Activity a non-exclusive, non-transferable (except as set forth herein), non-sublicenseable, perpetual (subject to termination for Ordering Activity's material breach) right to use Software in accordance with this Attachment. Ordering Activity may copy Software as reasonably necessary for backup, archival, or disaster recovery purposes.

Open Source Software. For any Software that is identified in the applicable Documentation as open source software, Ordering Activity may request the machine-readable source code from Contractor and may use the source code subject to the terms and conditions of the applicable open source license.

Documentation. Contractor agrees to provide Ordering Activity with standard Documentation in electronic form, e.g., PDF (Portable Document Format). Subject to all the terms and conditions of this Attachment, Contractor hereby grants Ordering Activity a non-exclusive, non-transferable (except as set forth herein), non-sublicensable, perpetual (subject to termination for Ordering Activity's material breach of Article 0) right to reproduce the Documentation solely for internal Ordering Activity use. Ordering Activity may reproduce the Documentation in hard copy form as well as in electronic form.

LIMITED WARRANTIES
Product Warranty. For a period of ninety (90) days after delivery to Ordering Activity, Contractor warrants that Products will be free from defects in material and workmanship and will, under normal use, conform to the published specifications for the Product. Ordering Activity's sole remedy, and Contractor's sole liability, for a failure of a Product to comply with this warranty, shall be: (i) for Contractor to repair or replace the non-conforming Product; or (ii) if repair or replacement is not reasonably practicable, for Ordering Activity to return the Product and receive a refund of any payments actually made by Ordering Activity to Contractor for such Product. This warranty shall not apply in the event of: (a) use of Products not in accordance with the specifications or Documentation; (b) accident for which Contractor is not responsible; (c)

modification of the Product by anyone not approved by Contractor; (d) physical or operating environment not in accordance with the specifications or Documentation; (e) improper maintenance by anyone not approved by Contractor; or (f) failure caused by a product not provided or approved by Contractor. Contractor does not warrant that use of Products will be uninterrupted or error-free.

Services Warranty. Contractor warrants that the Services shall be performed in a professional manner using reasonable care and skill in accordance with industry standards.

Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY IN THIS ARTICLE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

SUPPORT TERMS AND CONDITIONS
(a) Definitions
"7x24" means seven days a week, twenty-four hours a day.
"Covered System" means Hardware and Software, which together comprise a Contractor Performance Server system for which Ordering Activity has purchased support.
"Critical Problem" means a technical problem that renders a Covered System completely unavailable to users or unable to perform a critical user function.
"Ordering Activity Replaceable Unit" means Hardware that requires no formal training or special tools in order to achieve replacement.
"Minor Problem" means a technical problem that does not impair Covered System operation, but is a non-conforming behavior that can be avoided or ignored.
"Moderate Problem" means a technical problem that impairs operation of a Covered System to a lesser degree than a Serious Problem, but does not render the Covered System completely unavailable to users or unable to perform a critical user function.
"Normal Business Hours" means between the hours of 9:00 a.m. and 5:00 p.m. local TAC time, Monday through Friday, excluding locally observed holidays.
"On-site Spares" means replacement parts stored at an Installed Site.
"Serious Problem" means a technical problem that substantially impairs operation of a Covered System, but does not render the Covered System completely unavailable to users or unable to perform a critical user function.
"Service Representative" means a Contractor employee or contractor who is authorized to perform on-site service of a Covered System.
"Service Ready" means a Covered System that is eligible for support under this Section 7.
"Support Commencement Date" the date on which support begins for a Product.
"Support Year" means a twelve (12) month period beginning on the Support Commencement Date and each succeeding twelve (12) month period beginning on the anniversary of that date.
"TAC" or "Technical Assistance Center" means Contractor's customer support facility.

(b) Eligibility for Support
"Service Ready" System. A Covered System is automatically deemed "Service Ready" upon installation.
Relocated System. In the event that Ordering Activity relocates a Covered System, Ordering Activity shall notify Contractor of such relocation in writing, and support for the relocated system will be subject to a new "Service Ready" determination at Ordering Activity's expense based on Contractor's then-current rates. Any work required to return the Covered System to a "Service Ready" condition will be at Ordering Activity's expense.
Modified System. Ordering Activity shall notify Contractor of any changes to the original configuration of the Covered System that are not performed by a Service Representative or under the instructions of the Contractor TAC. Any such change may make the Covered System subject to a new "Service Ready" determination, at Contractor's sole discretion, at Ordering Activity's expense based on Contractor's then-current rates. Any work required to return the Covered System to a "Service Ready" condition will be at Ordering Activity's expense.
Restart After Termination. If Ordering Activity has terminated support for a Covered System and subsequently requests support for that system, the system shall be subject to a new "Service Ready" determination at Ordering Activity's expense based on Contractor's then-current rates. Any work required to return the Covered System to a "Service Ready" condition will be at Ordering Activity's expense.

(c) Contractor's Support Responsibilities
Support Services. Contractor shall use commercially reasonable efforts to provide the support services described in this Article (c) in accordance with the terms of this Section 7. Such services will be performed only in connection with a Covered System at an Installed Site.
TAC Support for Critical Problems. Contractor will respond to a support request for a Critical Problem with a Covered System within two (2) hours, 7x24. For Critical Problems, Contractor will provide TAC support on a continuous basis until the Covered System is restored to service.
TAC Support for Serious and Moderate Problems. Contractor will respond to a support request for a Serious or Moderate Problem with a Covered System within two (2) hours if reported during Normal Business Hours. For Serious or Moderate Problems, Contractor will provide TAC support on a priority, but not necessarily continuous, basis until the Covered System's operation is no longer impaired.
TAC Support for Minor Problems. Contractor will acknowledge receipt of a support request for a Minor Problem with a Covered System on the same business day if reported during Normal Business Hours. Minor Problems will be addressed during Normal Business Hours only, in a manner and within a time frame as determined by Contractor in its sole discretion.
Automated Electronic Mail Messages. A Covered System may be configured to automatically send an electronic mail message to user-defined addresses, which may include the TAC, upon the detection of a specified error message. Because e-mail messages may travel over data communications networks not controlled by Contractor, Contractor cannot guarantee that electronic mail messages will be delivered or received.

Telephone Support. Contractor will provide Ordering Activities in the U.S. and select countries with unlimited, toll-free telephone access to the Contractor TAC. Contractor will provide all other Ordering Activities outside the U.S. with unlimited, but not necessarily toll-free, telephone access to the Contractor TAC.

On-line Support. Contractor will provide 7x24 access via its website to certain electronic support services, which may include problem reporting and tracking, a technical knowledgebase, software updates, patch downloads, and diagnostic tools.

On-site Support. If Contractor, in its sole discretion, determines that it is necessary to do so, Contractor will provide on-site support at Contractor's cost and expense, including labor, parts, and material necessary to repair a Covered System. Contractor will provide emergency on-site support within four (4) hours to service a host computer or install On-site Spares. Upon arrival at the site, Contractor will provide support until the Covered System is operational or for as long as reasonable progress is being made. Work may be temporarily suspended if additional parts or resources are required, but will resume when they become available.

On-Site Spares. Contractor shall provide On-Site Spares including the most commonly needed replacement parts. As On-Site Spares are consumed, Contractor will replenish them at no additional cost to Ordering Activity.

Software Updates, Patches, and New Releases. Contractor shall provide, at no additional cost to Ordering Activity, all applicable Software updates, patches, and new releases.

(d) Ordering Activity's Support Responsibilities

Primary Contact. Ordering Activity shall assign and maintain a technically skilled employee or agent who will serve as Ordering Activity's primary contact with Contractor. Ordering Activity shall provide Contractor with this individual's name and contact information. Ordering Activity may change its primary contact at any time upon notice to Contractor.

Other Contacts. Ordering Activity may identify a reasonable number of other individuals who are authorized to request support for a Covered System. Ordering Activity shall provide Contractor with the names and contact information for these individuals. Ordering Activity may change these contacts at any time upon notice to Contractor.

Support Requests. For all non-Critical Problems, Ordering Activity is strongly encouraged to make all support requests via Contractor's Internet website in order to ensure communication of all essential information, including but not limited to log files. Support requests for Critical Problems may be made via the website or telephone, except that support requests for Critical Problems outside of Normal Business Hours must be made by telephone. For Critical Problems, Ordering Activity shall provide Contractor with a dedicated contact person who will be available to assist Contractor for the duration of the Critical Problem.

Routine Maintenance. Ordering Activity shall maintain a Covered System and its components in a manner consistent with all applicable product specifications provided by Contractor or the manufacturer, including but not limited to cleaning, replacing expendable parts, and performing regular operating checks.

Remote Access. Ordering Activity shall provide, at no cost to Contractor, access to and use of suitable telecommunications lines and equipment to establish data communication via a mutually agreed interface between the Contractor TAC and a Covered System.

Diagnostics. Ordering Activity shall execute diagnostic routines when requested by Contractor and shall provide the results to Contractor.

Ordering Activity Replaceable Units. Ordering Activity shall replace Ordering Activity Replaceable Units under the remote direction and guidance of the Contractor TAC or a Service Representative.

Backup. Ordering Activity shall ensure that all data stored on a Covered System is adequately duplicated, documented, and protected. Contractor is not responsible for Ordering Activity's failure to do so, or for the cost of reconstructing data stored on disks, tapes, or other media that are lost or damaged.

On-site Support. During on-site support, Ordering Activity shall ensure that Service Representatives have access to the Covered System. Ordering Activity shall render all reasonable assistance and cooperate fully with Service Representatives. Additionally, Ordering Activity shall ensure the Service Representative's ability to work without interruption or interference.

(e) Other Support Terms

Additional Fees. Ordering Activity may incur additional fees on a time and materials basis for any parts, services, or materials provided by Contractor to remedy problems caused by any of the following: (i) fire, flood, natural disaster, neglect, misuse, abuse, terrorism, war, or other force majeure events or causes; (ii) unauthorized modifications; (iii) use of equipment or software not provided by Contractor, except as authorized by Contractor; or (iv) damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications.

Price Changes. Contractor may change the applicable annual support fee for subsequent Support Years by giving Ordering Activity ninety (90) days advance written notice. Any such price change will apply on the first day of the next Support Year on or after the effective date specified in the Contractor price change notice. Price increases will not exceed five percent (5%) annually. Contractor list prices for professional services and parts are subject to change without notice.

Termination of Support. Ordering Activity may terminate support for a Covered System at any time upon written notice to Contractor. If Ordering Activity terminates support, Ordering Activity shall be entitled to a prorated refund of any prepaid support fees.

Subcontractors. Contractor may, without notice, contract with third party vendors to provide all or a portion of the support services to be provided under this Section 7. Ordering Activity acknowledges that Hewlett-Packard is an authorized subcontractor for on-site hardware support.

TRAINING

The agenda for standard Contractor training is listed below. Training typically takes about 2.5 days and is usually scheduled within thirty (30) days of delivery of the first Product. Sections 1-3 are usually covered on Day 1, and the remaining sections are covered over the next day and a half. This agenda can be modified if required to accommodate the schedules of the people attending the training.

    1.0   Overview
    2.0   Hardware
    3.0   Software
        3.1   Command Line Interface
        3.2   Basic Administration
        3.3   Software Installation/Upgrade
    4.0   Reliability
    5.0   The Database
        5.1   DBOS
        5.2   NZSQL
        5.3   Loading
        5.4   Security
        5.5   Backup and Restore
    6.0   Performance Tuning
        6.1   Data Distribution
        6.2   SQL '92
        6.3   Data Types
        6.4   Monitoring SQL
        6.5   Query Plans
        6.6   Concurrency
    7.0   Miscellaneous Topics

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

NETWITNESS

NETWITNESS LICENSE, WARRANTY AND SUPPORT TERMS

Definitions. Certain capitalized terms, if not otherwise defined herein, shall have the meanings set forth below in this Attachment A.
"Appliance" shall mean, collectively, the computer hardware equipment and all components, the Licensed Software, and any third party software.
"Documentation" shall mean Contractor's standard user manuals and/or related documentation made available to Ordering Activity.
"Intellectual Property Rights" means patent rights (including but not limited to rights in patent applications or disclosures and rights of priority), copyright (including but not limited to rights in audiovisual works and moral rights), trade secret rights, and any other intellectual property rights recognized by the law of each applicable jurisdiction.
"Licensed Products" shall mean, collectively, the Licensed Software and the Documentation.
"Licensed Software" shall mean, collectively, the executable, object code version(s) of Contractor's proprietary software, procedures, rules or routines, including Updates that are furnished or developed under this Attachment or the Maintenance and Support Services, excluding any third party applications, in each case that are ordered and paid for by Ordering Activity pursuant to an Order Form.
"Maintenance and Support Services" shall mean the services described in Section 6.
 "Updates" means a new issuance of any Licensed Software that provides: (i) minor improvements to existing features; and/or (ii) minor additions in functionality compared to the previous issuance; and/or (iii) bug fixes, corrections, patches, or work-arounds. An Update shall be identified by the numeral change to the right of the first decimal point (e.g. a change from version 1.5 to 1.6 or from 1.4.1 to 1.4.2).
 "Warranty Period" shall have the meaning given such term in Attachment A.

License and usage of licensed products. Subject to the terms and conditions of this Attachment A, Contractor hereby grants to Ordering Activity a limited, non-exclusive, nontransferable, non-sublicenseable, perpetual right and license for internal use only during the Term to: (i) install and use the Licensed Products as more particularly described on an applicable Order Form and in accordance with the Documentation; and (ii) make a reasonable number of copies of the Licensed Products solely for non-productive, archival purposes.

GENERAL USAGE RESTRICTIONS.

Prohibited Uses. Ordering Activity will not use the Appliances or the Licensed Products for any purposes beyond the scope of the licenses granted in this Attachment. Without limiting the generality of the foregoing, Ordering Activity will not: (i) authorize or permit use of the Licensed Products by persons; (ii) distribute any copies of the Licensed Products; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Ordering Activity rights under the licenses granted in Section 3; (iv) modify or create any derivative works of the Licensed Products (or any component thereof), except with the prior written consent of Contractor; or (v) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Licensed Products are compiled or interpreted, and Ordering Activity hereby acknowledge that nothing in this Attachment shall be construed to grant Ordering Activity any right to obtain or use such source code.

Third-Party Restrictions. Ordering Activity shall undertake all measures necessary to ensure that Ordering Activity use of an Appliance and the Licensed Products complies in all respects with any contractual or other legally binding obligations of Contractor to any third party, provided that Contractor has notified Ordering Activity with respect to any such obligations. Ordering Activity shall not enter into any contractual relationship or other legally binding obligation with any third party which shall have the purpose or effect of encumbering the use by Contractor of an Appliance or the Licensed Products.

Compliance with Laws. Ordering Activity shall undertake all measures necessary to ensure that Ordering Activity use of the Appliances and the Licensed Products complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the parties, the Appliances, and the Licensed Products.

Proprietary Notices. Ordering Activity shall duplicate all proprietary notices and legends of Contractor and its suppliers or licensors upon any and all copies of the Appliances and the Licensed Products made by Ordering Activity. Ordering Activity shall not remove, alter or obscure any such proprietary notice or legend.

Compliance Records.
Ordering Activity shall create and maintain complete and accurate records of all copies of the Licensed Products made by or on your behalf, including the date such copies are made and the locations where such copies are installed. Ordering Activity shall promptly provide a copy of such records upon request by Contractor.

Maintenance and support; other services.
Ordering Activity may purchase Contractor's Maintenance and Support Services by paying Contractor or its Reseller the then-applicable annual maintenance and support fee. The terms and conditions that govern the Maintenance and Support Services are set forth below in Attachment A.

WARRANTIES AND LIMITATIONS.

Limited Contractor Warranties. Contractor hereby warrants, for your benefit only, that the Appliance and/or the Licensed Products will conform in all material respects to the specifications within the Documentation for a period of ninety (90) days after the applicable date of shipment ("Warranty Period"), provided that such warranty will not apply to failures to conform to the specifications to the extent such failures arise, in whole or in part, from: (i) any use of the Appliances or the Licensed Products other than in accordance with the Documentation; (ii) modification of the Appliances or the Licensed Products by Ordering Activity or any third party; or (iii) any combination of the Appliances and the Licensed Products with software, hardware or other technology not provided by Contractor under this Attachment. Contractor shall use reasonable commercial efforts to perform all services ordered hereunder in accordance with generally accepted industry standards. Contractor further warrants that the media on which the Licensed Products are delivered to Ordering Activity will be free of material defects for the Warranty Period. During the Warranty Period, Contractor will repair or replace the Appliances, Licensed Products, services and/or any media, free of charge to Ordering Activity in the event of an uncured breach of the warranties contained in this paragraph, provided Ordering Activity promptly notifies Contractor of such defect and returns the defective Appliances, Licensed Products or media, as the case may be, to Contractor.

ORDERING ACTIVITY ACKNOWLEDGES AND AGREES THAT DATA AND INFORMATION PROVIDED MAY BE UNEVALUATED AND UNVERIFIED, AND SHALL NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY. ORDERING ACTIVITY ACKNOWLEDGE AND AGREE THEY MUST USE ITS OWN JUDGMENT IN ASSESSING THE NATURE AND ACCURACY OF THE DATA AND INFORMATION PROVIDED.

No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE APPLIANCES AND THE LICENSED PRODUCTS, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NONINTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. ORDERING ACTIVITY IS RESPONSIBLE FOR IMPLEMENTING APPROPRIATE PROCEDURES TO MAKE ONSITE BACK-UP COPIES OF ORDERING ACTIVITYR PROGRAM FILES AND DATA FILES TO MINIMIZE ANY DAMAGE THAT MIGHT ARISE FROM AN ERROR OR DEFECT IN THE APPLIANCES OR THE LICENSED PRODUCTS. NO WARRANTY IS MADE BY CONTRACTOR ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT THE APPLIANCES OR THE LICENSED PRODUCTS OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS ATTACHMENT WILL MEET ORDERING ACTIVITY REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. ORDERING ACTIVITY ACKNOWLEDGE THAT CONTRACTOR' OBLIGATIONS UNDER THIS ATTACHMENT ARE FOR ORDERING ACTIVITY'S BENEFIT ONLY.

MAINTENANCE AND SUPPORT SERVICES TERMS AND CONDITIONS

In the event of any conflict between these Maintenance and Support Services Terms and Conditions ("Maintenance Terms") set forth in this Attachment A and the terms set forth above in this Attachment A, the provisions of these Maintenance Terms shall prevail.

Definitions.
"Error" means any reproducible failure of the Software to perform any material function set forth in the accompanying Documentation.
"Maintenance and Support Services" means that (a) Contractor shall provide Ordering Activity with any generally available Updates released during the term for which Maintenance and Support Services fees have been paid; (b) Contractor shall answer questions from Ordering Activity regarding the operation of the Software via telephone and email, according to the procedures set forth below; and (c) Contractor shall use commercially reasonable efforts to correct any Errors in the Software reported by Ordering Activity and confirmed by Contractor in accordance with the priority level assigned to the Error by Contractor, as described in the escalation procedures set forth below.
"Updates" means a minor point release of the Software (especially ones intended to fix bugs or minor enhancement to the Software rather than add features), and any maintenance updates, corrections, patches and fixes of the Software made generally available to Contractor' other Software customers paying for and receiving Software Support. Maintenance Release shall be identified by an increase in the numeral to the right of the first decimal point in the Software (e.g., a change from version 1.1 to 1.2).
"Upgrade" means a new release of the Software issued by Contractor provided for the purpose of materially enhancing the functionality or performance of the Software, made generally available for an additional fee to Contractor's other Software Ordering licensees that receive Software Maintenance and Support Services. A New Version Release shall be identified by an increase in the numeral to the left of the first decimal point (e.g. a change from version 1.1 to 2.0).

Software support services.
During the period that Ordering Activity has paid the applicable Maintenance and Support Services fee, Contractor shall provide Maintenance and Support Services to Ordering Activity in accordance with the terms herein.

Unless otherwise provided for in the then current Documentation provided to Ordering Activity by Contractor, the Maintenance and Support Services shall be performed as follows:

    (a)   Ordering Activity may request Maintenance and Support Services by telephone, mail or email transmission. Manufacturer shall respond to Maintenance and Support Services requests by answering telephone calls placed to the customer support telephone number at 1-866-601-2602 or 703-889-8960, and e-mail support at support@Contractor.com. Manufacturer shall use commercially reasonable efforts to provide such support from 9 a.m. to 5 p.m. in each Continental United States Time

Zone, excluding Alaska, Monday through Friday excluding U.S. holidays. Errors may be reported any time..

(b) Contractor shall respond to Errors reported and received by Contractor in accordance with the Escalation Procedures set forth in Section 3 below.
(c) Provide all Updates released during the term of the Maintenance and Support Services.
(d) Contractor shall provide Maintenance and Support Services from its business premises.

Escalation procedures.
Contractor shall respond to Errors in accordance with the priority level indicated in the chart below, which priority level shall be determined by Contractor.

Priority	Definition	Target Response for Initial Requests*	Actions
Priority 1	Error that renders the Software inoperative or causes the Software to fail catastrophically	Within 4 business hours	Contractor shall promptly initiate the following procedures upon confirmation of the Error by Contractor: (1) assign a senior technical support manager to correct the Error; (2) notify senior Contractor management that a Priority 1 defect has been reported and that steps are being taken to correct the defect; (3) provide Ordering Activity with periodic reports on the status of the resolution; (4) commence work to provide Ordering Activity with a workaround or fix.
Priority 2	Error that materially restricts Ordering Activity's use of the Software	Within 1 business day	Contractor shall (1) assign technical support to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.
Priority 3	Error that causes only a minor impact on Ordering Activity's use of the Software and/or a defect for which a workaround is available.	Within 2 business days	Contractor shall (1) assign technical support to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.
Priority 4	A cosmetic or documentation Error that does not impact use of the Software	Within 2 business days	Contractor shall (1) assign technical support to correct the Error; (2) provide Ordering Activity with periodic reports on the status of the resolution; and (3) commence work to provide Ordering Activity with a workaround or fix.

*Target response time for support requests by e-mail or other on-line facility is within one (1) business day.

The response times set forth in the chart above are target response times only. Contractor' sole obligation is to use commercially reasonable efforts to respond to Errors within such time frames, not to have resolved them.
Maintenance Releases. Contractor' obligations to provide Updates shall only require Contractor to supply such releases as soon as reasonably possible after such releases become generally available. This Maintenance and Support Services Exhibit shall not be construed to obligate Contractor to provide Maintenance Releases to Ordering Activity on any specific timetable or to provide any Upgrades.

Support services for purchases of computer equipment.
If Ordering Activity has purchased Computer Equipment from Contractor, Ordering Activity may choose a Maintenance Service Plan which determines the level of maintenance and support services provided by Contractor for such Computer Equipment and the period of coverage.

The Maintenance Service Plan provides for the replacement of Computer Equipment components that fail due to manufacturing defects in materials and workmanship. Excluded from Maintenance Service Plan coverage are acts of nature, such as electrical storms, floods, fire, etc., acts of war and terrorism, criminal acts, and Ordering Activity damage and negligence.
Upon receipt of a Computer Equipment service request, Contractor' help desk will contact Ordering Activity promptly to begin diagnosis and arrange a time for the delivery of the Maintenance and Support Service. After diagnosis has been performed, the help desk will then coordinate the dispatch of service parts and field engineers to your site within the terms of your Maintenance Service Plan.
Under the terms of the Maintenance Service Plan, Ordering Activity is responsible for providing the Contractor field service engineers with access to the Computer Equipment in a safe environment.

If spare parts have been shipped, shipping labels will have been included for the return of unused and defective parts after service is complete. As part of the Maintenance Service Plan, Ordering Activity agrees to properly package parts for return and deliver the package(s) to the selected courier for return to the appropriate address on the return shipping label.

Silver Maintenance Plan.
    (a)   Number of Named Support Contacts. Ordering Activity shall be entitled to provide two (2) authorized support contacts.
    (b)   Resources. Unlimited knowledge base and software issue reporting.
    (c)   Additional Benefits: Access to Ordering Activity portal, newsletters, and client user groups.
    (d)   Limitations. Contractor Silver Maintenance Plan does not provide for any labor for the installation of new software or hardware versions or for the migration or conversion from one system version to another in any fashion.
    (e)   Parts Warranty/Depot Repair (Domestic & International). Contractor will work to determine the cause of the failure and supply an electronic remedy or spare-part replacement and will mail the replacement overnight the day of the RMA confirmation. A Return Material Authorization (RMA) Number must be obtained before any software or hardware may be returned to Contractor. If a failure is confirmed prior to 11:00 AM EST, and the failure cannot be corrected by either electronic remedy or spare part replacement, an advance replacement unit will be mailed overnight the day of the RMA confirmation, prior to the defective product being returned. Please note that overnight shipping is not guaranteed for international destinations but Contractor shall use its reasonable commercial efforts to meet this goal. The advance replacement equipment shall be substantially similar to the Ordering Activity's product, and may be new or refurbished (to like-new condition) equipment. Ordering Activity shall be required to release the defective product in whole to Contractor by assigning title and interest to Contractor. Ordering Activity shall accept advance replacement title and interest as the exchange.
    (f)   Term Available. Ordering Activity may contract separately for parts and labor service outside the scope of this Maintenance and Support Services Exhibit. Ordering Activity may also upgrade to current hardware configurations via the then current Contractor Price List.

Licensee obligations

Ordering Activity shall furnish descriptions and machine readable examples of Errors in the form requested by Contractor technical support personnel. Ordering Activity shall also assist Contractor' efforts to duplicate any Errors or problems reported by Ordering Activity.

Contractor reserves the right to limit the number of individuals who are authorized to make requests for Maintenance and Support Services, and requests Ordering Activity to designate two (2) initial primary contacts. Such technical support contacts must be knowledgeable in the use of the Software and the Ordering Activity's operating environment. Ordering Activity agrees to notify Contractor of any changes in primary support contacts within a reasonable time period.

Exclusions and limitations.

Contractor shall have no obligation to support:

    (a)   Altered, damaged or modified Software, Computer Equipment or Appliances;
    (b)   Software , Computer Equipment or Appliances that is not the current release or the most recent previous release;
    (c)   Errors or other software or hardware problems caused by Ordering Activity's negligence, changes made by any party (other than Contractor), hardware malfunction, and/or other causes beyond the reasonable control of Contractor; or
    (d)   Software, Computer Equipment or Appliances installed in an operating or hardware environment not supported or recommended by Contractor.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

NEXIDIA

NEXIDIA LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS.

Customer Environment: The computing environment procured, prepared and maintained by Customer for the use and operation of the System, which meets Nexidia's then-current minimum System requirements.

Designated Employees: A minimum of one (1) but no more than three (3) of Customer's employees per Site as set forth on an Order who have completed Nexidia training. Designated Employees may be changed by notice to Contractor.

Documentation: Nexidia's documentation delivered with the Software describing the specifications and use of the Software in the Customer Environment.

Error: A failure of the Software to substantially conform to the Documentation that can be replicated or Customer can demonstrate.

Error Correction: Revisions, modifications, alterations, patches and additions to the Software, bug fixes, or workarounds provided to Customer to resolve Errors.

Hosted Services or OnDemand. Those Services and access and use of the Software in a hosted environment operated and maintained by Nexidia identified in the Order and/or SOW which Contractor will make available to Customer via secure VPN access.

Major Release: The Software configuration identified by a number to the left of the decimal point that includes new, material changes to the functionalities of the originally licensed Software (e.g., 3.0, 4.0, 5.0). The then-current Major Release contains all Point Releases issued by Nexidia.

Point Release: The Software configuration identified by a number to the right of a decimal point which may include Error Corrections and incremental upgrades to the existing Major Release that does not materially change the functionalities of the originally licensed Software (e.g., 3.1, 3.2, 3.3).

Services: System installation, training, consulting, reporting, and/or other services provided to Customer hereunder (including those described in an Order or Statement of Work), excluding Support.

Site: The physical location or locations that a System is deployed or from where the Software is accessed by Customer as specified in the applicable Order.

Software: All Nexidia software, in executable form, identified in the applicable Order, and Updates provided to Customer by Contractor through the manufacturer, if any.

Support Term: Solely with respect to non-hosted Software, the initial one (1) year period commencing on the execution of each Order for a System at a Site, and each one (1) year renewal period thereafter for which Customer subscribes to Support

System: Collectively, the Software and Documentation, and all copies of any of the foregoing.

LICENSE.

Nexidia grants to Ordering Activity (herein also referred to as "Customer"), and Customer accepts, a nonexclusive, non-assignable, and nontransferable limited license (i) to, install the Software at the Customer Site if so indicated on the Order, and (ii) to use and operate the Software and Documentation solely by Customer's Personnel for Customer's internal business operations at the Site. Aggregate use of the Software by Customer, Customer Personnel and any other party authorized hereunder or under the applicable Order(s) shall at no time exceed the total use rights granted in the applicable Order(s). Customer may change location of a Site; provided Customer complies with all applicable laws, and provides Contractor with notice, including information regarding the current Site, new Site and System(s) and quantity of licenses. Customer may make a reasonable number of copies of the Software solely as needed for back-up, archival and testing purposes, and of the Documentation solely as needed for Customer's internal business purposes as set forth herein.

SERVICES.

Standard Services.

Customer acknowledges that the Services Contractor provides are standard services such as training, installation, report generation, etc. Any development (other than Updates) will only be by written agreement. Nexidia shall at all times own all Intellectual Property Rights in and to any such development, and such development shall become part of the System for the purposes of this Attachment. Nexidia shall own all rights, title and interest in all intellectual property that results from the performance of the Services, other than the Confidential Information of

Customer. Nexidia grants Customer a royalty-free, non-exclusive, non-transferable, license to use the Deliverables for Customer's business purposes.

Customer's Responsibilities.

Any Services provided by Contractor hereunder are subject to Customer's performance of its obligations herein and in accordance with a mutually agreeable plan. Customer shall provide all necessary information, access, workspace, computing resources, and other services and support materials as reasonably required by Contractor to perform its duties in a timely manner, including, without limitation, establishing the End User Environment as specified in Section 3.3 below. Customer acknowledges and agrees that such cooperation and provision of information are essential to Contractor's ability to perform the Services.

Customer Environment. Prior to the installation of a System, at Customer's Site, Customer shall establish a Customer Environment at each Site for use and operation of the System.

SUPPORT.

Support. Subject to Section 6 below and provided Customer has paid all applicable Support Fees (which, in the event of Hosted Services, is included as part of the monthly Hosting Fees), during any Support Term, Contractor will provide the following:
    a.   Support Access. Customer's Designated Employees shall have direct access via telephone to the Nexidia support center from 8:00 AM to 8:00 PM, ET, Monday through Friday, excluding Nexidia holidays. Commercially reasonable efforts shall be utilized to provide Error Corrections.
    b.   Major and Point Releases. Contractor through the Manufacturer shall provide Customer with Major and Point Releases that Nexidia, in its sole discretion, generally offers to customers subscribing to support services. All such Major and Point Releases become part of the Software for all purposes hereof.
New Releases. Contractor through the Manufacturer shall provide Support only for (i) the then-current Major Release and (ii) for each preceding Major Release for a period of six (6) months after a new Major Release is made generally available.

Exclusions. Notwithstanding Contractor's warranty and support obligations hereunder, Contractor shall have no responsibility or liability of any kind, whether for breach of warranty or otherwise, to the extent arising or resulting from:
    a.   Customer's failure to (i) report Errors promptly in writing in English; (ii) provide sufficient information to duplicate the circumstances indicating a reported Error or failure to demonstrate the Error; (iii) promptly and correctly incorporate Point Releases to the Software; (iv) provide all reasonable cooperation and full information with respect to Contractor providing Support under this Attachment; (v) prepare Customer's Environment prior to Software installation or to maintain the Customer Environment and other requirements as set forth in the Documentation; or (vi) grant security authorization or to provide necessary dial-in communications mechanisms; or Internet connection problems.
    b.   Errors resulting from misuse, abuse, negligence, or improper use of all or any part of the Software; or problems to or caused by products or services not provided or authorized in writing by Contractor or Nexidia.
    c.   Software modification, amendment, revision, or change by any party other than Contractor, Nexidia or Nexidia's authorized representatives.
    d.   Electrical failure, data or data input, output, integrity, storage, back-up, and other external or infrastructure problems, which shall be deemed under Customer's exclusive control and Customer's sole responsibility.

LIMITED WARRANTY AND DISCLAIMERS.

Limited Performance Warranty. Contractor warrants to Customer that (i) the Software as initially shipped under an initial Order shall operate substantially in accordance with the specifications in the Documentation for a period of ninety (90) days after its shipment or ninety (90) days after Nexidia makes the Software available for VPN access for Hosted Services, and (ii) for a period of thirty (30) days after performance, the Services provided hereunder were performed in a timely and professional manner by qualified personnel.

Remedy. Customer's remedy under Attachment A shall be for Contractor, in its discretion, (i) to, for Software shipped and installed at a Customer Site, use commercially reasonable efforts to either provide Error Corrections or replace the nonconforming portion of the Software; provided, however, if Contractor cannot provide either remedy, upon receipt of the nonconforming portion of the Software, Contractor shall refund Customer the License Fee paid for such nonconforming portion of the Software; (ii) to, for Services for Software installed and/or Services performed on Customer's Site other than Hosted Services, re-perform the affected Services, or waive or refund (as appropriate) the fee for such Services; and (iii) to, in a Hosted Service and at Contractor's sole discretion, use commercially reasonable efforts to either provide Error Corrections or replace the nonconforming portion of the Software and/or re-perform the affected Hosted Services, provided, however, if Contractor cannot provide either Software remedy or re-perform the Hosted Services, Contractor shall refund Customer the monthly Hosting Fee paid for the month in which the Software or Hosted Service was nonconforming. At no time with a refund under this Section with regard to Hosted Services exceed the Hosted Fee paid for the month in which any nonconformity arises. Contractor shall have no obligations under this Section 6.2 unless Contractor receives Customer's notice during the applicable warranty period.

Disclaimer. THE LIMITED WARRANTIES AND REMEDIES SET FORTH IN ATTACHMENT A RESPECTIVELY ARE MADE FOR THE BENEFIT OF CUSTOMER ONLY AND IS EXPRESSLY SUBJECT TO (I) CUSTOMER'S PAYMENT OBLIGATIONS, AND CONTRACTOR MAKES NO AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, WRITTEN OR ORAL, OR EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, INTEROPERTABILITY, DATA ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SOFTWARE, SERVICES, SUPPORT, OR ANY COMPONENTS THEREOF, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED BY

CONTRACTOR. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ORACLE USA

ORACLE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS
The term "You" and "your" refers to Ordering Activity and Ordering Activity's

The term "Manufacturer" or "Oracle" refers to Oracle USA, Inc.

The term "ancillary programs" refers to third party materials as specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "programs" refers to the software products owned or distributed by Oracle, program documentation, and any program updates acquired through technical support.

The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

The term "third party programs" refers to programs designated in an ordering document as a third party program.

RIGHTS GRANTED
Upon Contractor's acceptance of your order, you have the non-exclusive, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms herein, including the definitions and rules set forth in the order and the program documentation. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under the Rights Granted. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with these terms in such use. Program documentation is delivered with the programs. Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (except technical support services, which are as specified in section E). Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered by Contractor to you under this Contract, however, certain deliverables may be subject to additional license terms provided in the ordering document.

The services provided under this Attachment may be related to your license to use programs which you acquire under a separate order. The terms referenced in that order shall govern your use of such programs. Any services acquired from Contractor are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

OWNERSHIP AND RESTRICTIONS
Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this Contract resulting from the services. You may make a sufficient number of copies of each program (other than for Siebel programs), for your licensed use and one copy of each program media. With respect to Siebel programs, you may only make a sufficient number of copies of each such program to support the maximum number of users of such program(s).

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license terms specified in the program documentation and not under the terms of this Contract.

You may not:
remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs;
disclose results of any program benchmark tests without Oracle's prior written consent;
use third party programs except in connection with PeopleSoft and/or JD Edwards programs.

WARRANTIES, DISCLAIMERS AND REMEDIES
Contractor warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Contractor also warrants that services through Oracle will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the defective services.

CONTRACTOR DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR REMEDY, AND CONTRACTOR'S LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF CONTRACTOR THROUGH ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO CONTRACTOR FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF CONTRACTOT THROUGH ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO CONTRACTOR FOR THE DEFICIENT SERVICES. TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

TECHNICAL SUPPORT
For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the supportable programs. The term "supportable programs" refers to those programs for which Contractor through Oracle offers annual technical support services, including third party programs specifically designated on the order as supportable programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Contractor through Oracle will not materially reduce the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. There is no cap on fee increases for SULS for third party programs; unless otherwise provided in your order, the SULS fee for third party programs that are identified as supportable programs licensed pursuant to an ordering document will equal the fee in effect at the time SULS is renewed.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may de support a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

LICENSE DEFINITIONS AND RULES
To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are incorporated in and made a part of this Attachment.

Definitions and License Metrics
Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars ($1,000,000) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated.
Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, and Oracle Services Procurement programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Real Time Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. dollars ($1,000,000) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Developer User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Developer Users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In the event that you elect to outsource any business function(s), all of the full-time, part-time, temporary employees and agents, contractors and consultants of the company providing the outsourcing services must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

$M Freight Under Management: is defined as one million US Dollars ($1,000,000) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.
IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

$M in Managed Assets: is defined as one million U.S. dollars ($1,000,000) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Membership: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

Named User Plus: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the users of the third party program that is being managed/monitored are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Contractor.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12 month period. You may not exceed the licensed number of orders during any 12 month period.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by the application. For Project Resource Management, a person is defined as an individual who is scheduled on a project. For Internet Time, a person is defined as an individual who is charging time to a project via the application. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. For the purposes of counting the number of processors which require licensing for a Sun UltraSPARC T1 processor with 4, 6 or 8 cores at 1.0 gigahertz or 8 cores at 1.2 gigahertz for only those servers specified on the Sun Server Table which can be provided by the Contractor upon request. "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .25. For the purposes of counting the number of processors which require licensing for AMD and Intel multicore chips, "n" cores shall be determined by multiplying the total number of cores by a core processor licensing factor of .50. For the purposes of counting the number of processors which require licensing for all hardware platforms not otherwise specified in this section, a multicore chip with "n" cores shall be determined by multiplying "n" cores by a core processor licensing factor of .75. All cores on all multicore chips for each licensed program for each core processor licensing factor listed above are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket.

For example, a Sun UltraSPARC T1 based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50 which is then rounded up to the next whole number which is 2). An Intel or AMD based server installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 7 cores would require 4 processor licenses (7 multiplied by a core processor licensing factor of .50 equals 3.50 which is then rounded up to the next whole number which is 4). Two multicore servers, for hardware platforms not specified above, installed and/or running the program on 10 cores would require 8 processor licenses (10 multiplied by a core processor licensing factor of .75 equals 7.50 which is then rounded up to the next whole number which is 8).

For the purposes of the following programs: Configuration Management Pack for Non-Oracle Systems, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware and Provisioning Pack, only the processors on which the third party program that is being managed/monitored are running are counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all processors on which the middleware and/or database software that support the respective application program are running are counted for the purpose of determining the number of licenses required. For the Healthcare Transaction Base program, only the processors on which Internet Application Server Enterprise Edition and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following program: Data Integrator - Target Database, each processor on which the data warehouse, data mart or target database is running are counted for the purpose of determining the number of Target Database licenses required.

For the purposes of the following program: Data Integrator - Source Database, each processor on which the source database is running are counted for the purpose of determining the number of Source Database licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected are counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

$M in Revenue: is defined as one million U.S. dollars ($1,000,000) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records that may be stored in the Case Hub application.. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be provided by the Contractor upon request for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 (one thousand dollar) increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan.

TECHNICAL REFERENCE MANUALS
Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Warehouse Builder Connector: is defined as a software product that connects an Oracle database where the Oracle Warehouse Builder code is deployed, to an external product (e.g., SAP). A unique connector is required for each distinct external product for which the Oracle database is required to interface.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

TERM DESIGNATION

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

LICENSING RULES

Failover: Your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition and Business Intelligence (Standard Edition or Standard Edition One) includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately and the same license metric must be used when licensing the program(s).

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Additionally, it may be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.

Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.

Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.

The number of TRACE licenses (Rdb Server Option) must match the number of licenses of the associated database.

The number of Diagnostics Pack and /or Configuration Management Pack licenses must match the number of licenses of the associated Internet Application Server program (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition).

The number of Service Registry licenses must match the number of licenses of the associated Internet Application Server program (Java Edition, Standard Edition One or Standard Edition).

The number of Database Enterprise Edition Options and Database Enterprise Management Packs licenses must match the number of licenses of the associated Audit Vault Server.

The number of Bpel Process Manager Option, Business Activity Monitoring, XML Publisher, Service Registry and SOA Suite for Oracle Middleware licenses must match the number of licenses of the associated Internet Application Server Enterprise Edition program.

The number of Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing licenses must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program.

The number of Business Intelligence Server Enterprise license options must match the number of licenses of the associated Business Intelligence Server Enterprise Edition program. The number of Business Intelligence applications observer licenses of the associated Usage Accelerator Analytics program must match the number of licenses of the associated transactional CRM Sales application program.

The number of Business Intelligence applications observer licenses of the associated Human Resources Compensation Analytics program must match the total number of employees and contractors in your organization.

Decision Connector for Call Center must be licensed for each call center agent receiving decisions from the Oracle Real-Time Decision Server program.

Decision Connector for Web must be licensed for each web server Processor receiving decisions from the Oracle Real-Time Decision Server program.
The number of Intelligent Offer Generation for Call Center Agent licenses must match the number of licenses of the Decision Connector for Call Center program.

Informatica OEM PowerCenter ETL Server may not be used on a standalone basis or as a standalone ETL tool. The Informatica OEM Power Center ETL Server may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs, (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program or associated components run, or (iii) a staging database for any of the foregoing. Informatica OEM Power Center ETL Server may also be used where the Oracle Business Intelligence applications programs are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica OEM PowerCenter ETL Server to transform the data.

Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, Peoplesoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

When you purchase a license for the Data Warehouse Business Adapter program you must have the appropriate licenses for each operational application used as a source (e.g., Oracle, SAP, PeopleSoft, Siebel). A license to the Data Warehouse Adapter program does not provide a license or the right to use the operational applications, a license to the Data Warehouse Adapter program provides only a connector to them.

Application licensing prerequisites as specified in the Applications Licensing Table which may be provided by the Contractor upon request. For the TimesTen In-Memory Database, Replication - TimesTen to TimesTen and Cache Connect to Oracle programs, the number of gigabytes (GB) specified in the program name is the maximum size of data store (aggregate of in-memory databases or caches on a single computer system or node in a cluster of servers) irrespective of the number of processors licensed. You may not exceed the specified GB data store limitation unless you acquire additional licenses from Oracle.

The number of processor licenses and the maximum data store size for the TmesTen In-Memory Database options must match the number of processor licenses and the maximum data store size for the associated TimesTen In-Memory Database.

The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.

The license for the Hyperion Planning – System 9 programs includes a limited use license for both the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs. Such limited use license means that the Hyperion Essbase – System 9 and Hyperion Financial Reporting - System 9 programs may only be used to access data from the Hyperion Planning – System 9 program. Specifically, the Hyperion Essbase – System 9 program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning – System 9 program and the Aggregate Storage option component of the Hyperion Essbase – System 9 program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor

Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Java Edition	10 Named Users Plus per Processor*
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
Portal	10 Named Users Plus per Processor
Integration	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
XML Publisher	10 Named Users Plus per Processor
Virtual Directory	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Activity Monitoring for Non Oracle Middleware	10 Named Users Plus per Processor
Fusion Middleware for PeopleSoft	10 Named Users Plus per Processor
Fusion Middleware for SAP	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

The number of licenses for the programs listed below must match the number of licenses of the associated database and if you purchase Named User Plus licenses for these programs, you must maintain, at a minimum, 25 Named Users Plus per Processor per associated database.

> Database Enterprise Edition Options - Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Content Database Suite, Records Database, Database Vault, Warehouse Builder Enterprise ETL, Warehouse Builder Data Quality
> Database Enterprise Management Packs - Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack and Provisioning Pack for DB

TECHNICAL SUPPORT RENEWALS AND REINSTATEMENT

This Attachment A provides information concerning continuing technical support services beyond the initial support period. This Attachment is a supplement to Oracle's technical support policies, and is intended to further explain the different factors that affect the price for renewing technical support.

Maintaining continuous technical support provides Ordering Activities with access to software updates to stay current on the latest technology, allows Ordering Activities to migrate and upgrade licenses to manage their software environment according to their current business needs, and gives Ordering Activities access to Oracle's expert advice for installing, configuring and running Oracle software in myriad environments. Technical support is renewable annually and the price is based on the support fees paid the prior year. The price may also increase from one year to the next. Renewing technical support services each year is optional; however, in the event that technical support lapses or was not originally purchased, back technical support fees or a reinstatement fee may be assessed in order to initiate technical support, in accordance with the technical support policies in effect at the time of reinstatement.

Oracle's technical support policies are used to communicate Oracle's technical support policies. However, notwithstanding the statements in the technical support policies, fees for technical support acquired, renewed, or reinstated under this Schedule Pricelist are due and payable quarterly in arrears, as stated in the relevant Ordering Document.

The following topics are addressed below:
- Renewals
    Oracle Program Licenses
    Licenses under old Metals Support (Bronze or Silver) Partner Sold Licenses

Licenses acquired via some other Federal contract - Migrated or Upgraded Licenses
- Ordering Activity Reduction of Licenses or Support Level
- Reinstatement

Renewals

Several factors affect the price of a Technical Support Renewal:
1. The fees paid the previous year
2. Whether the licenses were acquired directly from Oracle
3. Whether the licenses were acquired under Oracle's GSA Schedule
4. The Contractual Cap Rate
5. The Inflationary Adjustment Rate

Renewing technical support can seem complex when viewed from the perspective of a single ordering activity and not every aspect of this Technical Support Renewals section will apply to every Ordering Activity. When an Ordering Activity determines that it wants to renew its technical support, it should contact its Contractor through Oracle Support Sales Representative to obtain a quotation. Technical support renewals are governed by this Schedule Pricelist and the technical support policies in effect at the time of the technical support renewal. The technical support renewal price for all Oracle Program Licenses is the support price from the previous year increased by the current Inflationary Adjustment Rate in effect at the time of renewal. If the Ordering Activity's contract or Ordering Document includes a current Contractual Cap Rate, then the technical support renewal price is the support price from the previous year increased by the Inflationary Adjustment Rate in effect at the time of renewal. The Inflationary Adjustment Rate is then compared to the current Contractual Cap Rate in the contract or Ordering Document and the lower of the two rates is applied.

The Contractual Cap Rate currently is set on a per-country basis by Contractor through Oracle once each fiscal year (approximately June 1) and is based on the annual rate of inflation for a country plus 200 basis points (or 2 percent). The current Contractual Cap Rate for the U.S. is 4%. The Contractual Cap Rate is documented in this Pricelist and in an ordering activity's contract or Ordering Document, and for a specified time period limits the amount by which the technical support fees for the Oracle program licenses under that contract or Ordering Document may increase year-to-year. Currently, under Oracle's standard policies, the Contractual Cap Rate is valid for the first and second renewal years from the effective date of the applicable contract or Ordering Document.

The Inflationary Adjustment Rate is set on a global basis by Contractor through Oracle once each fiscal year (approximately June 1) and is also a factor in establishing the renewal rate for all technical support renewals of Oracle program licenses renewed in that year. Generally, the Inflationary Adjustment Rate is based on the global rate of inflation. The current Inflationary Adjustment Rate for the U.S. is 3%.

The following examples of Technical Support Renewal Pricing illustrate Oracle's policies and the pricing applicable to this Pricelist:

Example #1:
- An Ordering Activity is renewing support on licenses purchased in the U.S. in 2004.
- The Ordering Activity's support renewal fee last year was $100,000.
- Their Contractual Cap Rate (specified in the ordering activity's contract or Ordering Document) is 4% and is still in effect.
- The Inflationary Adjustment Rate for the U.S. contract is 3%.
- The 3% Inflationary Adjustment Rate is less than the 4% Contractual Cap Rate.
- The support renewal fee will be the support price from last year ($100,000) + 3% for a total Support Renewal Fee of $103,000.

Example #2:
- An ordering activity is renewing support on licenses purchased in the U.S. in 2000.
- The ordering activity's contract includes a 7-year support ramp, of which the ordering activity is finishing the 5th year of the ramp. The contract specifies that the support price for the 6th year of the ramp is $568,392.
- The Inflationary Adjustment Rate for the U.S. is 3%.
- Because the ordering activity has a valid support ramp in its contract, the adjustment does not apply, and the support renewal fee will be $568,392.

Example #3:
- An ordering activity is renewing support on licenses purchased in the U.S. in 2002.
- The ordering activity's support renewal fee last year was $500,000.
- The ordering activity's Contractual Cap Rate has expired.
- The Inflationary Adjustment Rate for the U.S. is 3%.
- The support renewal fee will be the support price from last year ($500,000) + 3% for a total Support Renewal Fee of $515,000.

Renewals for Licenses under old Metals Support (Bronze or Silver)

Contractor through Oracle no longer offers BRONZE or SILVER support. All technical support renewal contracts reflecting BRONZE or SILVER support will be updated upon renewal to Oracle's current technical support offering,

Software Update License & Support. The technical support renewal price is based on the pricing methodology described above.

Renewals for Partner Sold Licenses

While there are exceptions, in the U.S., Oracle's Partners, Value Added Distributors (VADs) and Partner Academic and VAD Academic organizations (collectively referred to as "Oracle Partners") may distribute only First Year Technical Support in conjunction with licenses. Thereafter, Oracle typically manages technical support renewals directly with each ordering activity. Since Oracle will be transacting directly with ordering activities for the renewal of technical support, Oracle requires its Partners to provide ordering activities with a pricing commitment for the renewal of technical support, which may be ordered directly from Oracle. This pricing commitment normally is reflected in the initial License and First Year Technical Support order executed by the Partner and the ordering activity, and will be honored by Oracle for the first technical support renewal ordered under this Schedule Pricelist directly with Oracle.
Generally, technical support renewals for Partner sold licenses will be priced as follows:

1. If the Oracle Partner received a standard Partner discount, then the technical support renewal pricing for a direct order with Oracle under the Schedule Pricelist will be based on the lesser of the GSA Schedule Pricelist price, the standard commercial Global Pricelist price (less the standard E-Business discount) for First Year Technical Support, or any applicable contractual commitment for technical support renewals for the relevant licenses.

2. If the Oracle Partner received a non-standard discount, then the technical support renewal pricing for a direct order with Oracle will be based on the lesser of the GSA Schedule Pricelist price, the standard commercial Global Pricelist price for First Year Technical Support less a discount that is ten percent less than the discount the Oracle Partner received, or any applicable contractual commitment for technical support renewals for the relevant licenses.

In both of the foregoing circumstances, the Inflationary Adjustment Rate does not apply in the first renewal year, but will apply in the subsequent renewal years. Please contact your Oracle Support Sales Representative to renew technical support for licenses purchased from an Oracle Partner.

Other Factors Impacting Technical Support Renewal Pricing

Technical support renewals shall be provided pursuant to these guidelines, as applicable, Oracle's commercial practices in effect at the time of the technical support renewal, and any applicable contract terms. These guidelines, and the technical support policies in effect at the time of the order, may not reflect all of the rules used by Contractor through Oracle to price every possible technical support renewal. Because this Schedule Pricelist accounts for matters such as industrial funding fee payments and net pricing terms that are peculiar to the Federal Acquisition Schedule program, the actual procedures and calculations may vary depending on the circumstances and any contractual obligation relating to the particular licenses for which technical support is being renewed. Therefore, every technical support renewal is subject to the mutual agreement of Oracle and the Ordering Activity, and shall be reflected in a quotation and subsequent written order. Ordering Activities should carefully review the quotation and consult their Oracle Support Sales Representative with any questions concerning a specific technical support renewal.

Renewals for Periods Other than 12 Months

For technical support renewals where the prior support term was not a 12 month period, the Inflationary Adjustment Rate must be adjusted according to the length of the support term prior to the adjustment.

The following examples illustrate Contractor through Oracle's policies and pricing for technical support renewals where the prior support term was not a 12 month period:

Example #1:
- An ordering activity is renewing support on licenses purchased in the U.S.
- The ordering activity's previous support renewal fee was $5,000.
- Their last renewal started on August 5, 2006 and ended on January 5, 2007 (153 days). They now want to renew for a full 12 month period. The annualized support renewal figure is $11,928.10 ($5000/153 * 365)
- Their Contractual Cap Rate (specified in the ordering activity's contract or Ordering Document) is 4% and is still in effect.
- The Inflationary Adjustment Rate for the U.S. contract is 3%.
- The pro-rated Inflationary Adjustment Rate based on 153 days = 1.26% (153/365 * 3%).
- The pro-rated Contractual Cap Rate based on 153 days = 1.68% (153/365 * 4%)
- The 1.26% pro-rated Inflationary Adjustment Rate is less than the 1.68% pro-rated Contractual Cap Rate.
- The support renewal fee will be the annualized support renewal figure (11,928.10) + 1.26% for a total support renewal fee of $12,078.39.

Example #2
- An ordering activity is renewing support on licenses purchased in the U.S.
- The ordering activity's previous support renewal fee was $5,000.

- Their last renewal started on August 5, 2006 and ended on October 5, 2007 (425 days). They now want to renew for a full 12 month period. The annualized support renewal figure is $4,294.12 ($5000/425 * 365)
- Their Contractual Cap Rate (specified in the ordering activity's contract or Ordering Document) is 4% and is still in effect.
- The Inflationary Adjustment Rate for the U.S. contract is 3%.
- The pro-rated Inflationary Adjustment Rate based on 425 days = 3.49% (425/365 * 3%).
- The pro-rated Contractual Cap Rate based on 425 days = 4.66% (425/365 * 4%)
- The 3.49% pro-rated Inflationary Adjustment Rate is less than the 4.66% pro-rated Contractual Cap Rate.
- The support renewal fee will be the annualized support renewal figure ($4,294.12) + 3.49% for a total support renewal fee of $4,443.98.

Ordering activity reduction of licenses or support level

If an Ordering Activity decides to renew technical support for any license within a license set, the Ordering Activity is required to purchase technical support at the same level for all licenses within that license set. An Ordering Activity may desupport a subset of licenses in a license set only if the Ordering Activity agrees to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If ordering activity decides not to purchase technical support, ordering activity may not update any unsupported program licenses with new versions of the program.

Reinstatement

Technical support is optional; however, back technical support fees or a reinstatement fee may be assessed if the ordering activity chooses to purchase technical support at a later date or allows technical support to lapse. Any applicable reinstatement fee is priced per the technical support policies in effect at the time of reinstatement.

immixTechnology, Inc.
a subsidiary of immixGroup

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

OSI SOFT

OSI SOFT LICENSE, WARRANTY AND SUPPORT TERMS

License

License Grant. Contractor grants to Ordering Activity (Licensee) a perpetual nonexclusive, nontransferable license to use in accordance with the OSIsoft (Manufacturer) products and related documentation ordered by Licensee (the "OSIsoft Products"). Licensee may make a reasonable number of copies of any OSIsoft Product documentation for internal business use.

License Restrictions. Licensee agrees that it has no right to: (i) modify the OSIsoft Products or to permit any third party to do so; (ii) copy the OSIsoft Products, except as strictly required to install the OSIsoft Software and make a reasonable number of copies for archival or backup purposes, or (iii) use the OSIsoft Products to provide service-bureau, software rental, time sharing or any data services to any third party. Any OSIsoft Products ordered by Licensee and licensed as a bundled unit must be used by Licensee as a bundled unit. Licensee acknowledges that OSIsoft Products contain trade secrets of OSIsoft, and in order to protect such trade secrets, Licensee agrees not to disassemble, decompile or reverse engineer the OSIsoft Products, nor permit any third party to do so, except to the extent such restrictions are prohibited by applicable law.

Limited Warranty

Contractor warrants that, for a period of one (1) year after delivery of the OSIsoft Products, the OSIsoft Products will function in accordance with OSIsoft's accompanying documentation in all material respects. As Licensee's remedy Contractor will repair or replace, at no additional charge to Licensee, any OSIsoft Products that fail to meet this limited warranty. The limited warranty set forth herein shall automatically become null and void if a party other than Contractor or OSIsoft modifies the OSIsoft Products in any way. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED, AND Contractor EXPRESSLY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NONINFRINGEMENT.

Support, Maintenance and Services.

Designated System Manager. Performance of the Software Reliance Program requires that the Licensee must designate one or more "System Manager(s)" as the individual(s) responsible for maintaining the integrity of the hardware and software of the system of which the OSIsoft Products are a part (the "System"). Licensee is responsible for maintaining individual(s) trained as System Manager(s). Licensee personnel may qualify as a System Manager by attending OSIsoft's annual Users Conference and the system management training sessions held in connection with the Users Conference.

Software Reliance Program. Contractor through the Manufacturer will provide Licensee with the following Software Reliance Program:

(a) Telephone Assistance. The System Manager will be provided with the telephone number for the designated OSIsoft Phone Support. The System Manager will be entitled to contact the OSIsoft Telephone Consulting Office 7 days a week, 24 hours a day (except for ProcessPoint for which such support will be available business days 9am to 6pm Eastern Time) to ask questions or seek advice regarding the use of the OSIsoft Products. The System Manager will be provided assistance in using the OSIsoft Products and in identifying and providing workarounds, if possible, for problems with the OSIsoft Products. Such assistance may include computer communications to Licensee's facilities. Best efforts will be utilized to return all calls for support within four (4) hours (for ProcessPoint response times only apply during support hour(s).

(b) Bug Fixes. Reasonable efforts will be utilized to provide Licensee with an avoidance procedure for and a correction of each material defect in the OSIsoft Products that cause the OSIsoft Products not to conform in all material respects with the OSIsoft Documentation (a "Bug Fix").

(c) Software Updates. As permanent solutions are developed for known OSIsoft Products problems, such solutions will be incorporated into planned updates to the OSIsoft Products, as applicable, ("Updates"). Such Updates may also include those minor enhancements and extensions or other changes to the OSIsoft Products as are determined to be suitable to the uses made of the OSIsoft Products by OSIsoft's licensees and are made available by OSIsoft to its other licensees without additional charge. Licensee's whose Software Reliance Program fees are current will be provided with such Updates as they are released. Licensee will be provided with instructions and/or documentation to assist in a smooth transition to use of such Updates. In the event OSIsoft decides in its discretion to update the appropriate software reference manual or to issue release notes or other documentation corresponding to Updates, Licensee will be provided one copy of the same to Licensee at no charge as they become available.

(d) Interface Exchanges. Licensee may exchange one standard interface for another if the only difference between the two interfaces is the operating system with which the interface is compatible. These exchanges will be processed free of any licensing fees. For example, Fisher Chip on VMS may be exchanged for Fisher Chip on NT, for no license fee. Outside the scope of this contract, Contractor will have the right to charge any shipping, handling, tariffs or other costs related to delivering any replacement interface.

Remote Support Service. Remote Support Service for OSIsoft Products involve the use of remote data links from OSIsoft to Licensee's System to render the services to Licensee described in Section 4.2 above. Compatible equipment or emulators will be maintained to be able to

remotely operate on Licensee's System. In order to receive Remote Support Service for OSIsoft Products, Licensee must meet the following prerequisites:

(a) Licensee must have an OSIsoft-approved modem or other approved connection to the System, which, at a minimum, will accept reports, messages, and file transfers and a separate telephone line for simultaneous voice communication located with the System.

(b) Licensee's System must be available for Remote Support Service when required, and must be accessible via a Licensee provided logon and password with sufficient priority to access the System when needed.

On-Site Assistance.

(a) In the event that a problem is unable to be resolved with the OSIsoft Products through telephone assistance pursuant to Section 4.2(a) above or through Remote Support Services pursuant to Section 4.3 above, the System Manager may request on-site assistance. After verifying the need for on-site assistance, including without limitation that Licensee has complied with the terms of Section 4.3(a), Best efforts will be utilized, subject to the reasonable availability of personnel, to commence travel for such on-site assistance within one business day for travel of less than 1000 miles from an authorized facility, and within two business days otherwise. On-site assistance will be rendered to Licensee until resolution of the problems identified or for so long as reasonable progress is, in Contractor's judgment, being made. Contractor may suspend the performance of on-site assistance as required to obtain additional resources, but will resume such assistance when such resources become available.

(b) Contractor's obligation with respect to on-site assistance is limited to isolating, identifying, and reporting problems associated with OSIsoft Products. If problems are isolated to OSIsoft Products, Licensee will be provided with Bug Fixes, as available. As an interim solution, until a Bug Fix is available, reasonable efforts will be utilized to assist Licensee in finding an avoidance procedure, if possible, which allows use of the System. Licensee has sole responsibility and liability for implementation of recommended interim solutions.

(c) Outside the scope of this contract Licensee is responsible for out of pocket expenses incurred in providing on-site assistance. If on-site assistance is necessary because Licensee has failed to allow Remote Support Service, then Licensee will be responsible for the time spent by personnel in connection with providing such on-site assistance, in accordance with the then-current custom software services rates.

Conditions to Software Reliance Program.

All Software Reliance Program Support Services to be rendered hereunder are subject to the following conditions:

Nonqualified Products. Contractor shall have no obligations or responsibilities of any kind hereunder with respect to any hardware or software product other than the OSIsoft Products ("Nonqualified Products"). If the performance of Support Services is made more difficult or impaired because of Nonqualified Products, Contractor shall so notify Licensee, and Licensee will immediately remove the Nonqualified Product at its own risk and expense during any efforts to render Support Services under this Attachment. Licensee shall be solely responsible for the compatibility and functioning of Nonqualified Products with the OSIsoft Products or the OSIsoft Remote Application.

System Versions. All Licensee System hardware and software must be maintained at the revision level deemed necessary for proper operation of the OSIsoft Products.

Backup Procedures. Licensee is solely responsible for maintaining a procedure external to the OSIsoft Products for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee and for actually reconstructing any lost or altered files, data or programs.

Operator Procedures. Licensee shall at all times follow routine operator procedures as specified in OSIsoft operating manuals or other operating manuals for the OSIsoft Products.

Licensee Representative. A designated representative of Licensee shall be present at all times Contractor is performing Support Services on Licensee's premises or the premises of Licensee's Client. Contractor personnel will not enter or remain at Licensee's premises or the premises of Licensee's Client in the absence of such Licensee representative.

Isolation. Licensee is solely responsible for ensuring that the System is isolated from any process links or anything else that could cause harm before requesting or receiving Remote Support Service or on-site assistance.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

OVERSIGHT SYSTEMS

OVERSIGHT SYSTEMS LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS.

Customer: Customer is Ordering Activity.

Manufacturer: Manufacturer is Oversight Systems. Designated Employees: The number of Customer's employees per Site who have received training from Oversight. Designated Employees may be changed by notice from Customer.

Documentation: Oversight's standard documentation including the specifications and configurations for the applicable Software and Support, as updated by Oversight from time to time.

Error: A failure of the Software to perform substantially in accordance with the Documentation.

Error Correction: Revisions, modifications, alterations, and additions to the Software, bug fixes, or workarounds provided by Oversight to Customer to resolve or address Errors.

License Term: The three (3) year period beginning on the Shipment of the Software unless earlier terminated as provided in Section 9 below.

Site: The physical location or locations that a System is deployed.

Software: All Oversight software, in executable form and Updates, if any.

Subscribers: Third-party end users of Customer's products or services.

Support: The specific support services provided by Oversight as described in the Documentation.

Support Fee: The fee payable for Support for the applicable Software during a Support Term. The Support Fee for the Initial Support Term is specified in a System Order.

Support Term: Annual or Initial Support Term, defined as follows:
    Annual Support Term: Each one (1) year period following the Initial Support Term.
    Initial Support Term: The one (1) year period beginning on the shipment of the Software.

System: Collectively, Software and Documentation, and all copies of any of the foregoing.

Updates: Periodic improvements or additions to the Software, including Error Corrections and minor enhancements, but excluding any new Software feature or substantial additional functionality which is subject to additional license fees and/or terms.

Version: The Software configuration identified by a number to the right of a decimal point (e.g., 5.0, 5.1). The then-current Version contains all Updates issued by Oversight.

SYSTEM LICENSE. Contractor hereby grants to Customer, and Customer accepts, a nonexclusive, non-assignable, and nontransferable limited license to use the System at the Site within the Territory, solely by Customer's employees and Subscribers in connection with Customer's business operations Customer may make a reasonable number of copies of the Software for back-up, archival and testing purposes and of the Documentation for Customer's business purposes as granted herein. Term of Subscription License. Contractor grants the above-described license to Customer only for the License Term. At the expiration of the License Term the Customer shall have no further right to use the System

SUPPORT

Support. Contractor through the Manufacturer will provide Support to Designated Employees. Oversight will provide Customer Updates, that Oversight generally offers in its sole discretion to its supported customers and will use commercially reasonable efforts to provide Error Corrections.

Version Support. Contractor through the Manufacturer will provide Support for the then-current Version and for the immediately preceding Version for a period of six (6) months after the then-current Version is made generally available.

Exclusions. Notwithstanding Contractor's warranty and Support obligations hereunder, Contractor will have no responsibility or liability of any kind, whether for breach of warranty or otherwise, arising or resulting from:
    a. Customer's failure to (i) report Errors promptly in writing in English; (ii) provide sufficient information to duplicate the circumstances indicating a reported Error, (iii) promptly incorporate Updates to the Software, or (iv) provide all reasonable cooperation and full information required for the providing of Support to Customer.

b. Customer's failure to prepare its environment prior to Software installation or to maintain the environment and other requirements as set forth in the Documentation.

c. Customer's failure to grant security authorization or to provide necessary dial-in communications mechanisms; or Internet connection problems.

d. Errors resulting from misuse, abuse, negligence or improper use of all or any part of the System, or problems to or caused by products or services not provided by Contractor or Manufacturer.

e. System modification, amendment, revision or change by any party other than Contractor, Oversight or Oversight's authorized representatives.

f. Data or data input, output, integrity, storage, and back-up, which will be deemed under Customer's exclusive control. Any use of or reliance on data or data output is Customer's sole responsibility.

LIMITED WARRANTY AND DISCLAIMERS.

Limited Performance Warranty. Contractor warrants to Customer that the Software as initially shipped under a System Order will operate substantially in accordance with the specifications in the Documentation for a period of ninety (90) days after its shipment.

Disclaimer. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, CONTRACTOR MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES OR REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.

Remedy. Customer's remedy for breach of the foregoing warranty or breach of its obligations under Attachment A will be for Oversight to use commercially reasonable efforts to either, in its sole discretion, provide Error Corrections or replace the nonconforming portion of the Software; provided, however, if Oversight cannot provide either remedy for an Error reported during the applicable period specified in (i) Attachment A, upon receipt of the nonconforming portion of the Software, Oversight will refund Customer the License Fee paid for such nonconforming portion of the Software; (ii) Attachment A, Oversight or Customer may terminate Support for the remaining period of the Support Term, by providing written notice the other party and, upon receipt of the nonconforming portion of the Software, Oversight will refund Customer the amount paid for the remaining period of the then current Support Term.

System Data. Customer hereby grants Oversight a license to access the System from time to time for the purpose of collecting System Data.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

PIER SYSTEMS

PIER SYSTEMS LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"PIER" shall mean PIER Systems, Inc. (Manufacturer).

"Acceptable Use Policy" means the Acceptable Use Policy attached as Exhibit A, which Contractor may revise as provided in Section 2.4.

"Content" means data, information, images, text, graphics, video or other content.

"Ordering Activity Content" means Content that Ordering Activity uploads to the PIER Standard System or furnishes to Contractor for use in connection with this contract.

"Documentation" means all user guides, operating instructions and other documentation Contractor provides to Ordering Activity for the PIER Standard System.

"Hosting, Upgrade and Support Services" means the hosting, upgrade and support Services provided to Ordering Activity in accordance with the Hosting, Upgrade and Support Terms.

"Hosting, Upgrade and Support Terms" means the Hosting, Upgrade and Support Terms attached as Exhibit C.

"Launch Date" means the date that the Ordering Activity is provided the access codes that enabling access the PIER Standard System.

"PIER Center" means a single dashboard and management interface for all communications including content creation and distribution, contacts and inquiries, controlling a single website (internal or external).

"PIER Standard System" means the hosted proprietary web-based application for managing communications as further described in attached Exhibit E.

"Planning, Provisioning and Training Services" means the services described in attached Exhibit D.

"Proprietary Rights" means patents, copyrights, trademarks, trade secrets or other intellectual property rights.

"Service Period" means the time period during which Contractor is obligated to host, upgrade and support the PIER Standard System under this contract.

CONTRACTOR OBLIGATIONS

Contractor will provide the Ordering Activity with access to hosting and support through the PIER Standard System for the number of PIER Centers for which Ordering Activity has paid applicable fees. Contractor specific hosting and support obligations are described in the Hosting, Upgrade and Support Terms.

Beginning on the Launch Date and during the rest of the Service Period, Contractor will allow Ordering Activity and Ordering Activity's authorized users to use the PIER Standard System for the number of PIER Centers for which Ordering Activity has paid applicable fees.

Contractor will use commercially reasonable efforts to provide the Services in a timely and professional manner and to achieve the service levels set forth in the Hosting, Upgrade and Support Terms.

Ordering Activity will be notified in writing or by email of any changes to the Acceptable Use Policy. Contractor may change the Acceptable Use Policy to meet legal requirements or requirements of its third-party service providers.

Contractor will promptly respond to Ordering Activity questions or concerns about the Services.

ORDERING ACTIVITY OBLIGATIONS

Ordering Activity will access and use the PIER Standard System in accordance with the Documentation. Ordering Activity will not use the PIER Standard System to provide services to third parties other than to Ordering Activity clients in the ordinary course of Ordering Activity business.

Ordering Activity will provide all equipment, software, networks, internet access and other items necessary to access the PIER Standard System. Such items must meet the requirements in attached Exhibit F. Contractor may change the requirements in attached Exhibit F to keep up with standard levels of a web-based technology. Ordering Activity will be notified of any changes by email.

Ordering Activity will be responsible for Ordering Activity users' compliance with this Terms, including the Acceptable Use Policy. Contractor may restrict or deny access to any user who violates this Terms, engages in any activity detrimental to Contractor or our service providers, or uses the PIER Standard System in violation of applicable laws.

Ordering Activity will be responsible for the security of passwords and access codes we issued to Ordering Activity and any activities that occur under such passwords and access codes. Ordering Activity will immediately notify Contractor of any unauthorized use or disclosure of such passwords or access codes.

Ordering Activity is responsible for the accuracy of the Customer Content and ensuring that the Customer Content does not infringe or violate any Proprietary Rights. Contractor will have the right, but not the obligation, to remove any Customer Content that Contractor believes violates any applicable law or the rights of others.

CHANGES

Contractor may change the PIER Standard System from time to time provided that the changes do not significantly diminish any features or functions of the PIER Standard System.

PROPRIETARY RIGHTS

PIER retains ownership of all right, title and interest (including all Proprietary Rights) in the PIER Standard System, excluding the Customer Content.

Ordering Activity will not authorize or encourage anyone to (a) reverse engineer, decompile or disassemble any source code or otherwise attempt to discover any source code or trade secrets related to the PIER Standard System; (b) modify or create derivative works based on the PIER Standard System; or (c) access or use the PIER Standard System except as expressly permitted hereunder.

Ordering Activity will not use any of the PIER trademarks without prior written approval.

Ordering Activity retains ownership of all right, title and interest in the Customer Content. Ordering Activity grants Contractor a license to use, display, publish, transmit and otherwise use the Customer Content to perform its obligations under these Terms.

WARRANTY AND DISCLAIMER

Contractor warrants to Ordering Activity that the PIER Standard System will operate substantially in accordance with the Documentation for a period of ninety (90) days after the Launch Date. Contractor will use commercially reasonable efforts to correct the PIER Standard System if it fails to conform to the warranty if Ordering Activity gives Contractor written notice of any noncompliance within the warranty period. If Contractor cannot correct the PIER Standard System within 30 days of the date of your notice, Ordering Activity will have the right receive a refund of all amounts paid. These are Ordering Activity remedies for breach of warranty.

EXCEPT FOR THE WARRANTY STATED ABOVE, CONTRACTOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY ERROR, DEFECT, DEFICIENCY OR NONCOMPLIANCE IN THE PIER STANDARD SYSTEM, THE SERVICES OR OTHER ITEMS FURNISHED BY OR ON BEHALF OF CONTRACTOR (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE, ALWAYS AVAILABLE, MEET ORDERING ACTIVITY'S REQUIREMENTS OR BE COMPLETELY SECURE.

Contractor's warranty does not apply to any failure resulting from misuse of the PIER Standard System.

EXHIBIT A

Acceptable Use Policy

Improper uses of the Services with respect to this Acceptable Use Policy ("AUP") include, but are not limited to:
a. Attempting to accomplish any unlawful purpose, including but not limited to storing, sending, or disseminating any material by uploading, posting, email or other means ("Transmission") that is in violation of any local, state, or federal law or regulation, that is libelous, obscene, threatening, defamatory, which infringes upon the intellectual property rights of another, or which constitutes or encourages conduct constituting a criminal offense or gives rise to civil liability;
b. Transmission of any material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, or otherwise inappropriate, whether or not Transmission of the material is unlawful;
c. Transmission of any material that Ordering Activity does not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non disclosure agreements);
d. Transmission of any material that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
e. Transmission of any material that contains software viruses or any computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or which impedes others' ability to use the Services;
f. Impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity, and/or forging headers or otherwise manipulating identifiers in order to disguise the origin of any material transmitted through the Services;

g. Transmission of unsolicited commercial email or the collection of responses from unsolicited messages;
h. Transmission of chain letters;
i.   Attempting to probe, scan or test the vulnerability of a system or network in any form;
j.   Using any method to breach security or authentication measures;
k. Engaging in hacking, denial of service attacks, malicious or destructive behavior in any form.
2. Contractor shall have the right, but not the duty, to deny or disable any PIER Center, which in its discretion, is found to contain pornographic or obscene material or material that violates the terms of this AUP.

EXHIBIT B

Additional Service Fees as set forth in the Government Pricelist (Appendix B) shall apply for additional services the Ordering Activity may request above and beyond those provided in the standard services based on Ordering Activity usage (e.g. SMS Text Messaging, or phone notifications). See Exhibit D for Planning, Provisioning and Training services definitions.

These additional services include:

Implementation/Planning Consultation
Client Consultation
Provisioning services
Telephone training
On-location group training
JIC training
Drill or Exercise attendance
Custom Programming
Travel Time

USAGE FEES

Additional Usage Fees as set forth in the Government Pricelist (Appendix B) shall apply based on Ordering Activity usage:

Fax Messages: Fee per minute for faxes distributed through the PIER Standard System.
Phone: Fee per minute for phone calls made through the PIER Standard System.
SMS Text Messaging: Fee each for SMS text messaging made through the PIER Standard System.
Archiving and Reactivating: Fee per PIER Center with an annual storage fee.
Reactivating PIER Center: Fee per PIER Center (includes 2 weeks of access and subsequent re-archiving).
Additional Data Transfers: Fee per GB per PIER Center

EXHIBIT C

Hosting, Upgrade and Support Terms

A. HOSTING
Contract will provide for hosting operations of PIER on servers allowing a data transfer capability of 100 Mbps. Every PIER Center visitor request entails a transfer of data over the internet. All data transfer incurs a fee for bandwidth usage. As part of the on-going hosting fee, Contractor provides the following specific bandwidth allowances for Ordering Activity data transfer:
Baseline Data Transfer: 200 GB data transfer per month.

Ordering Activity will be assessed a fee for data transfer beyond the baseline or incident allowances at a fee per GB per PIER Center rate basis.

For each hour of downtime in excess of one (1) hour, and as the remedy for such incidents, Contractor will credit Ordering Activity one day's hosting fee. For purposes of this credit, "downtime" means any programming, equipment or network event resulting in an outage during which Ordering Activity cannot pass traffic through a PIER Center for a period in excess of thirty (30) minutes.

Definitions:

1. Baseline Date Transfer: Amount of data that can be transferred per month without additional data transfer fees.
2. Additional Data Transfer: Data transfer beyond baseline or incident allowances will be charged per GB per PIER Center at the rate specified in the Government Pricelist.

B. UPGRADES
Contractor may continue to make available upgrades to the PIER Standard System and the Ordering Activity's designated PIER site administrator will be notified in advance of all upgrade-related outages.

C. SUPPORT
In the event Contractor is notified by Ordering Activity that it is experiencing a problem with the performance of the hosting capacity or the PIER Standard System, Contractor will take all actions necessary to determine the source of the performance problem and to effect repairs. Contractor provide access for 24/7/365 notification from Ordering Activity of performance problems. As soon as reasonably

possible in the event of downtime or a performance problem (and no later than two (2) hours after its awareness of the event), Ordering Activity will be notified by phone, pager or e-mail to the designated PIER site administrator, but will not be required to notify anyone other than the designated PIER site administrator. At the time of notification, Ordering Activity will be provided a best estimate of time needed to effect repairs. Prior to execution of services, Ordering Activity will advise Contractor in writing of the name and contact information for the PIER site administrator and will notify Contractor of any changes to the PIER site administrator in writing.

EXHIBIT D

Planning, Provisioning and Training Descriptions

Planning: Contractor will meet with Ordering Activity to determine initial application of the PIER Standard System, determine who is the Ordering Activity's project lead and gather specific information that will impact the implementation of the PIER Standard System functionality. Also, Contractor will determine initial implementation objectives, time lines and accountability.

Provisioning: Preparation of the PIER Standard System for use. From objectives and definitions set during the planning process, the actual PIER Standard System is structured and populated to accommodate determined use. This process includes document structure, template creation and approval lists, database structure, inquiry categories, homepage design/build and adding identified users.

Training: Contractor will work with Ordering Activity's key contacts to plan the training experience. By working closely with the Ordering Activity's project lead, building the initial PIER Standard System application with him or her and identifying users and their roles, Contractor will create a training plan tailored to Ordering Activity users and uses. Training can be offered in a large group setting, in small groups or 1:1.

Ongoing Support: Contractor will budget 6 hours per year for ongoing telephone support, and track it to determine if Ordering Activity evidences a need for additional training. Other support services Contractor can offer range from policy and site reviews to contact database generation, custom homepage design, exercise support and event support.

EXHIBIT E

Description of PIER Standard System

Public Information and Emergency Response (PIER) integrates communication functions, including hosted and branded web sites for PIER users. PIER stores text documents and multimedia files for use in posting and distribution to predefined contacts on the system. Subject to the services ordered, PIER users are able to (a) perform communications on PIER without reference to other traditional applications and (b) respond to inquiries from media and other designated stakeholders with activity logged for selective recall and reporting. PIER supports a survey function that allows periodic query of stakeholder audiences.

Additional PIER features include:
- Web browser accessible anywhere in the world
- Individualized system permissions for each user member
- Password encryption and secure access via SSL protocol
- Logging of system activity by all users with reporting options
- Logging of activity related to specific documents and inquiries
- Online help and telephone support

EXHIBIT F

Minimum Requirements

For users of PIER's administrative interface:
- A PC running Windows 98, 2000, or XP, using Internet Explorer 5.5+, Firefox 1.0+, Mozilla 1.3+, or Netscape 7+.
- A Mac running OS X, using Firefox 1.0+. Firefox 1.5 is not supported at this time.
- A Linux/UNIX machine running Firefox 1.0.x. Firefox 1.5 is not supported at this time.
- For all platforms, Cookies, JavaScript, and CSS must be enabled.
- Use of the "Grid Format" bulk content editor requires Java 2 installed on your system and configured as a browser plug-in.

For visitors to PIER's public site:
- A PC running Internet Explorer 5+, Firefox 1.0+, Mozilla 1.2+, or Opera 8+.
- A Mac running OS X with Safari 1.2, Firefox 1.0+, Opera 8+, or any other Gecko-based browser.
- A Linux/UNIX machine running Firefox 1.0+ or any other Gecko-based browser.
- Modern screen readers are also supported.
- JavaScript and CSS are highly recommended, but are not required.
- Cookies are required for certain operations.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

POWERSTEERING SOFTWARE

POWERSTEERING SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

Definitions

"Authorized User" shall mean a named individual who is an employee, consultant, or contractor of Licensee (Ordering Activity) who is registered to use and access the Software. The registration and access of each Authorized User may be transferred or reassigned by Licensee to another Authorized User, so long as the total number of Authorized Users accessing the Software does not exceed the total number of Authorized Users purchased by Licensee. Multiple individuals may not login under the same Authorized User account. Licensee shall be liable for an Authorized User's compliance with the terms and conditions herein.

"Documentation" means the operating manuals, including a description of the functions performed by the Software, user instructions, technical literature and all other related materials in the English language, in both eye-readable and machine-readable, printable form, which may, from time to time, be supplied to Licensee to facilitate the use and application of the Software.

"Hosting Services" means those services provided by Contractor through the Manufacturer (PowerSteering) for the hosting of the Software, for production servers, pursuant to the terms herein.

"Software" means the software and computer programs in machine-readable form (including Updates and Upgrades) ordered by Licensee and provided by Contractor.

"Updates" means interim releases of the Software incorporating standard maintenance, improvements, patches, error corrections and enhancements that are provided by PowerSteering to customers who subscribe to maintenance and support services. Updates are designated by all digit(s) to the right of the decimal point (e.g., 3.x.x), and the content and timing of all Updates shall be decided upon by Manufacturer in its sole discretion.

"Upgrades" shall mean full product releases of the Software, which contain substantial functional enhancements, and which are marketed and priced separately. Upgrades are also provided to customers who subscribe to maintenance and support services. Upgrades are designated by the digit to the left of the decimal point (e.g., x.0), and the content and timing of all Upgrades shall be decided by Manufacturer in its sole discretion.

License Grant and Restrictions

License Grant; Copies. Subject to the terms, conditions and restrictions set forth herein, Contractor grants Licensee, a non-exclusive, non-transferable, right and license, without the right to grant sublicenses, to use, solely for its internal business use (i) the Software, in object code form only, in accordance with the Documentation, and (ii) the Documentation. Licensee's access to and use of the Software at any given time may not exceed the number of Authorized Users which Licensee has licensed to use. Licensee may make a reasonable number of copies of the Software for Licensee's internal back-up and archival purposes only, provided that all such copies shall bear the original and unmodified copyright, patent and other intellectual property markings as originally delivered.

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Maintenance; Hosting

Support and Maintenance. During the Term hereof, Licensee may, upon payment of the applicable fees, subscribe to annual support and maintenance from PowerSteering, in accordance with the terms and conditions set forth in this Attachment.   At Licensee's option and for an additional fee as set forth in Exhibit A, Contractor through the Manufacturer will assign U.S. citizens only to support and maintain Licensee's data and software (as defined above). In addition, customizations to the Software contracted for by Licensee will, when completed and installed, add to the base license fee value for purposes of computing the applicable support and maintenance fee.

Limitations; Remedy. Contractor through the Manufacturer shall (a) provide support and maintenance for production servers of the Software only, and (b) not be obligated to provide support and maintenance to Licensee's customers or any other third party. In addition, Contractor shall not be obligated to perform support and maintenance services if the following occur: (a) any attempt at repair, maintenance or

modification of any Software performed by anyone other than authorized service personnel; (b) if applicable, Licensee's failure to install an Upgrade or Update within six (6) months of such Upgrade's or Update's release; or (c) issues related to third-party software, excluding issues arising out of the Software's application program interface. Except as set forth above, in the event that Contractor fails to provide support and maintenance services, Contractor's liability, and Licensee's remedy for such failure shall be (a) for Contractor to use commercially reasonable efforts, commensurate with the highest industry standards, to correct such failure through further services, or (b) refund any prepaid but unutilized support and maintenance fees.

Subscriptions

Subscription License Grant and Restrictions, Contractor grants Licensee a non-exclusive, non-transferable, right and license, without the right to grant sublicenses, to use, solely for its internal business use, (i) the PowerSteering Enterprise software and any upgrades or updates thereto (the "Software"), on a hosted basis, in accordance with the Documentation, and (ii) the operating manuals, including a description of the functions performed by the Software, user instructions, technical literature and all other related materials in the English language, in both eye-readable and machine-readable, printable form, which may, from time to time, be supplied to Licensee to facilitate the use and application of the Software (the "Documentation"), each for the Term purchased by the Licensee. All right, title, and interest in the Software and any updates, upgrades or modifications thereof, or in any ideas, know-how, and programs developed by Manufacturer during the term of the license are the property of Manufacturer. Licensee will not: (i) disassemble, reverse engineer, decompile, or otherwise attempt to derive source code from the Software; (ii) modify, adapt, create derivative works based upon, or translate the Software; (iii) copy, install or use the Software on any of its computer systems, servers, or networks; (iv) assign, re-license or sublicense the Software or the use of the Software; or (v) transfer, lease, loan, resell for profit, distribute or otherwise grant any rights in the Software in any form to any other party, including commercial time-sharing, rental, or service bureau use.

Subscription Services. The cost of maintenance, support and hosting services is included in the Subscription Fee.

Subscription Terms. In the event Licensee's use of the Software increases over the initial number of users in any month during the initial term or any renewal term, then in the month following such increase, Licensee will be invoiced in full for the additional users for the balance of such term.

Exclusions

Contractor will have no liability under this Section or the limited warranty provided for above for any claim or action where: (a) such claim or action would have been avoided but for modifications of the Software or Deliverable(s), or portions thereof, made after delivery to Licensee; (b) such claim or action would have been avoided but for the combination or use of the Software or Deliverable(s), or portions thereof, with other products, processes or materials not authorized by Manufacturer; (c) Licensee continues allegedly infringing activities after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; (d) Licensee's use of the Software or Deliverable(s) is not in accordance with the terms herein; or (e) if the infringement or misappropriation resulted from Contractor's compliance with designs or specifications provided by Licensee.

Limited Warranties and Disclaimer

Limited Warranty. Subject to the limitations and exceptions set forth in this Attachment, Contractor warrants that (a) it holds the necessary rights through the Manufacturer to license the Software to Licensee, (b) that the services furnished shall be performed in accordance with standards of care, skill and diligence consistent with (i) recognized and sound industry practices, procedures and techniques, and (ii) all applicable laws and regulations; and (c) for a period of thirty (30) days from the delivery of the Software, or acceptance of a Deliverable (the "Warranty Period"), that when properly installed and used for the purpose and in the manner authorized herein, the Software and/or Deliverable will perform substantially in accordance with the specifications set forth in the Documentation or the Statement of Work, as applicable. The warranty is made only to Licensee and Contractor shall have no liability to any third party with respect to the Software or Deliverable(s) as a result of such warranty. Contractor's warranty obligations shall be void if any Software and/or Deliverable is modified by or through Licensee without the express prior written consent of Contractor or Manufacturer. In the event of nonconformity of the Software or Deliverable, as applicable, to such specifications, Licensee shall promptly notify Contractor and provide all information required Contractor in written or electronic form so that Contractor can reproduce any such nonconformity. Licensee's remedy and Contractor's obligation under the warranty set forth in herein shall be, at Contractor's sole discretion, (i) to correct any failure of the affected Software or Deliverable to perform as warranted (remedies may include, without limitation, software patches or workarounds as required), (ii) to replace the affected Software or Deliverable with a new copy or Update; provided that such failure is reported within the Warranty Period or (iii) a refund of the fee(s) paid by Licensee for the affected Software or Deliverable, including support and maintenance, if any.

DISCLAIMER. CONTRACTOR MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, EXCEPT AS EXPRESSLY STATED HEREIN. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL SOFTWARE, DELIVERABLES, UPDATES, UPGRADES, AND ALL OTHER PRODUCTS, SERVICES, MATERIALS AND OTHER ITEMS FURNISHED.

Maintenance and Support Services

Releases
        Updated versions of the Software will be released periodically:
- Maintenance Releases include fixes and are typically released monthly or as necessary
- Point Releases (i.e. version 6.1, 6.2 etc.) include minor improvements which are not priced separately.

- Version Upgrades (i.e. 7.0, 8.0 etc.) include significant new features or modules for which additional fees may apply.

Helpdesk Support
10.2.1 Named Administrator Technical Support
Licensee shall designate in writing the two (2) users responsible for the administration and configuration of the Software ("Named Administrators").

Escalation Protocol
Escalation protocol for support proceeds from the PowerSteering Helpdesk case owner to the Licensee's PowerSteering Account Manager, then the Vice President of Client Services, and, finally, the CEO.

User Phone Support
Named Administrators can call the PowerSteering helpdesk via telephone, 24 hours per day, 365 days per year:
- From within the United States and Canada (toll-free) at 1-866-390-9088
- From outside the United States and Canada at 1-617-995-4848.
10.2.4 Normal Business Hours
9:00 AM to 5:00 PM Eastern Time.

Support Portal
Contractor through the Manufacturer provides a secure support portal, available to Licensee's Named Administrators, 24 hours per day, 365 days per year, except in instances of scheduled downtime. Administrators can (a) access support documentation, (b) submit new support cases, and (c) search and track existing cases. Contractor requests that all problems are reported using the support portal and include the case severity, case type and area of the Software.

Severity Level Definitions
Severity 1 Problem
Definition: A Severity 1 Problem is one that renders the Software substantially unusable in production.
Response/Resolution Time: Contractor through the Manufacturer will respond to a Severity 1 Problem within two (2) hours and will use commercially reasonable efforts to provide a solution within 24 hours

Severity 2 Problem
Definition: A Severity 2 Problem is a major problem that causes a feature failure in the Software.
Response/Resolution Time: Contractor through the Manufacturer will respond to a Severity 2 Problem within four (4) hours if the Problem is reported during Normal Business Hours. For Severity 2 Problems reported outside of normal business hours, response will be within two (2) hours of the start of the next business day. Contractor through the Manufacturer will use commercially reasonable efforts to provide a solution within 96 hours

Severity 3 Problem
Definition: A Severity 3 Problem is one that causes a feature or system failure whereby the Software is usable, but inconvenience is caused to normal operations.
Response/Resolution Time: Contractor through the Manufacturer will respond to a Severity 3 Problem within 24 hours if the Severity 3 Problem is reported during Normal Business Hours. For Severity 3 Problems reported outside of normal business hours, response will be within 24 hours of the start of the next business day. Contractor through the Manufacturer will use commercially reasonable efforts to provide a work-around and/or incorporate a fix in the next Maintenance Release.

Severity 4 Problem
Definition: A Severity 4 Problem is one which causes a minor inconvenience to the Licensee, or that does not directly affect normal operations.
Response/Resolution Time: Contractor through the Manufacturer will respond to Severity 4 Problems within 48 business hours. As a solution, Contractor through the Manufacturer will consider incorporating a fix into a future version of the Software.

Activities Out of Scope for Helpdesk Support Helpdesk Support does not include:
- Adding or inviting a new user
- Deleting, re-assigning or setting up new projects for end users
- Administration, Security or Configuration training, design, development or testing
- Report writing, data import or enhancement related requests
- Third party software or hardware support
- On-site support.

Hosting Terms

Operation of Hosting Services
Operation and Maintenance. Contractor through the Manufacturer shall (a) install and operate the host portion of the Hosting Services at a third party managed data center selected by the Manufacturer, together with necessary operation systems and utilities, in Manufacturer's host computer system, and (b) provide Licensee with the Hosting Services via Internet facilities and protected Internet access (utilizing industry standard firewall protection software). Notwithstanding the foregoing, in order to improve and adapt the Hosting Services to changing market conditions and technology, Contractor through the Manufacturer reserves the right to add to, delete from or change the Hosting Services, at its sole discretion, upon thirty (30) days' prior written notice to Licensee,

provided that no addition, deletion or change to the Hosting Services shall be intended to degrade the functionality of the Hosting Services. Licensee shall only use applicable hardware and software, as well as Internet connections, for accessing and using the Hosting Services as approved by Contractor and Manufacturer in advance. Licensee acknowledges and agrees that Contractor through the Manufacturer may make improvements or modifications to the Hosting Services that may result in different system requirements for accessing and using the Hosting Services, upon thirty (30) days prior written notice to Licensee.

Licensee Warranty. Licensee warrants that it shall not willfully tamper with, compromise, or attempt to circumvent any physical or electronic security measures employed with respect to the Hosting Services.

Licensee Responsibilities. Licensee is responsible for the manner in which it uses the Hosting Services, including the maintenance and security of its own data extracted or derived from the Hosting Services, computer network and other facilities, as well as Licensee's choice of online content.

Ownership. All intellectual property rights in, to and related to the Hosting Services (exclusive of any data, research, or results generated by Licensee, which shall be the property of Licensee) shall remain the property of Manufacturer (and/or its respective suppliers/licensors if applicable), exclusively. Licensee shall have no rights in or to the Hosting Services except as expressly set forth herein.

Backup. Contractor through the Manufacturer will maintain backup and recovery copies of Licensee's production database nightly for disaster recovery purposes. Backups are stored for the previous seven (7) days. Backups are also stored for the last day of the week for the past four (4) weeks, and for the last day of the month for the past six (6) months.

Maintenance of Hosting Services; System Availability

Scheduled Maintenance. All regularly scheduled maintenance will be performed outside the hours of 8:00 am to 7:00 p.m. Boston, MA time weekdays, or anytime during a weekend, and will be performed as mutually agreed.

Emergency Maintenance Notifications. On rare occasions, Hosting Services may experience the need for emergency maintenance, during which time the Hosting Services will be unavailable to Licensee ("Service Outage"). Contractor through the Manufacturer will use commercially reasonable efforts to notify Licensee a minimum of fifteen (15) minutes prior to any emergency maintenance.

System Availability and Service Interruption. Contractor through the Manufacturer shall provide system availability of at least 99%, excluding commercially reasonable scheduled downtime and downtime due to an inability to connect to a Licensee provided services (e.g. authentication to an LDAP server). Licensee will provide notification of service interruptions or delays that may be known to Licensee. Contractor through the Manufacturer will provide Licensee's technical contact with notice of any Service Outage (as defined above) of the Hosting Services after the Contractor or the Manufacturer becomes aware of such Service Outage. Licensee will provide access to its designated contacts to assist with correcting any Service Outage problems in a timely manner. Contractor through the Manufacturer will also provide updates to Licensee until the Service Outage has been corrected. Upon learning of any Service Outage, Contractor through the Manufacturer will correct the Service Outage and restore Hosting Services availability.

Disclaimers

Internet Link. The parties expressly recognize that Internet servers and links are susceptible to crashes and down time. Contractor through the Manufacturer represent that it shall maintain a consistent link with the Internet for accessing the Hosting Services via Internet facilities, but Contractor cannot and does not warrant that it shall maintain a continuous and uninterrupted link.

Security. The parties expressly recognize that it is impossible to maintain flawless security, but Contractor through the Manufacturer shall take reasonable steps to prevent security breaches in its server interaction with Licensee's network, and security breaches in its server interaction with resources or users outside of any firewall that may be built into its server. However, Licensee is solely responsible for any damage caused by unauthorized access. Licensee agrees that it will only access and use the Hosting Services via authorized access provided by Contractor through the Manufacturer (e.g. password protected access) and Licensee indemnifies and holds Contractor harmless for any unauthorized access to or use of the Hosting Services.

Downloading of Data or Files. The parties expressly recognize that Contractor cannot and does not guarantee or warrant that files available for downloading through the Hosting Services will be free of infection, viruses, worms, Trojan horses or other code that manifests contaminating or destructive properties. Licensee agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Licensee's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.

Accuracy Disclaimer. Licensee is solely responsible for the accuracy and integrity of its own data, reports, and documentation. Contractor through the Manufacturer or third parties may provide links to other World Wide Web sites or resources as part of the Hosting Services. Contractor does not endorse and is not responsible for any data, software or other content available from such sites or resources. Licensee acknowledges and agrees that Contractor shall not be liable, directly or indirectly, for any damage or loss relating to Licensee's use of or reliance on such data, software or other content.

Disk Space

For each Licensee, Contractor through the Manufacturer allocates at no charge to Licensee 10GB of Database Storage and 40GB of File Storage. Items in the recycle bin do not count against the storage limits. Additional Database and File Storage is available for

purchase by Licensee. System Administrators can review how much space Licensee is using, and can also provide usage information by users and record types. Once Licensee reaches 90% of its storage limit, an email notification shall be sent every week to its system administrator(s) with the following suggestions:

- Archive old data - Clean out old leads and contacts by exporting them to a CSV file and then deleting them; and/or.
- Purchase additional storage.

Once Licensee reaches its storage limit, notifications shall be sent every day. Licensee shall not be able to create new records until its storage usage lowers or additional storage is purchased.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

PROGRESS SOFTWARE

PROGRESS SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

General Definitions.

The term "Licensee," "You," "Your," "Consumer," or "User" means Ordering Activity installing or using the Product(s).
The term "Manufacturer," "Licensor" or "Progress" means Progress Software Corporation.

License Grant.

Contractor grants to you a non-exclusive, nontransferable, limited, personal license (without the right to sublicense) to use the software product(s) (each individually, a "Product"), for which valid control codes have been issued by Contractor through the Manufacturer. Any update, patch, solution pack, service pack, value-add pack, hotfix, workaround, prepackaged module and/or new release, version, or enhancement issued to Licensee by Progress relating to the Product (each an "Update") replaces part or all of a Product or Update previously licensed to Licensee and shall terminate such previously licensed Product or Update to the extent replaced by the Update. Each Update shall be subject to the terms and conditions herein. In addition and subject to the terms and conditions contained herein, Contractor grants Licensee a non-exclusive, nontransferable, limited, personal license (without the right to sublicense) to use the written technical materials and end user instructions including all updates and versions thereof released by Progress and associated with the Product, if any, distributed with the Product (the "Documentation").

Licensee acquires only the non–exclusive right to use the Product and does not acquire any rights of ownership to (i) the Product, (ii) any Documentation provided therewith or (iii) the media, if any, upon which the Product and Documentation are embodied. Progress and/or its licensors shall at all times retain all right, title, and interest in the Product, the Documentation, and any media provided therewith. Except for the license rights expressly granted herein, no grant of additional express or implied license, right or interest in the Product or in any copyright, patent, trade secret, trademark, invention or other intellectual property rights of Progress, its affiliates or their licensors. Progress reserves all rights not expressly granted to Licensee here.

The term of the license is perpetual, unless a different term is agreed in writing..

License Restrictions.

Licensee's use of the Product and Documentation is limited to internal use within Licensee's organization. Use shall be in accordance with the provisions of and limitations set forth herein, including Exhibit A hereto.

The license model for the Product is described in Exhibit A. Third party rights and any additional licensing restrictions are set forth or referenced in Exhibit B.

If Licensee receives the Product in conjunction with a software application provided by a third party, the Product may only be used with or as part of such software application.

Licensee shall not copy (except as provided herein).disassemble, reverse engineer, decompile, modify or create derivative works of the Product and the Documentation to the extent that such restriction is not prohibited by applicable mandatory law.

Licensee may not sublicense, sell, rent, encumber, outsource, lease or grant any other rights in the Product and/or the Documentation to others or otherwise allow the Product to be accessed, used or possessed by another party. For these purposes, the term "use" shall include, without limitation, direct or indirect use via thin-client or web-based remote access software which but for the use thereof would have required a copy of the Product to be installed or used locally by that user.

Licensee shall have no right to use the Product to provide time sharing, outsourced services, or facility management services or to act as or operate a service bureau or provide information, data processing, subscription or hosting services for another party.

If the Product is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), then the U.S. Government's rights in the Product will be only as set forth herein. The Product and related Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software Documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Product and such Documentation with only those rights set forth herein. Contract/Manufacturer is Progress Software Corporation, 14 Oak Park, Bedford, MA 01730.

Limited Warranty.

Contractor warrants that, for a period of ninety (90) days from either the date of the initial shipment or availability for download from a Progress website of the Product, whichever occurs first (the "Warranty Period"), (i) the Product will conform in all material respects to the Documentation and (ii) the media, if any, on which the Product is recorded will be free from defects in materials and that the Product is properly recorded on the media. As the remedy for physically defective media (such as the diskettes, cartridges, CD-ROMs, DVDs or magnetic tapes), Contractor

through the Manufacturer will replace it free of charge if claimed during the Warranty Period. As the remedy for any failure of the Product to materially conform to the Documentation, Contractor through the Manufacturer shall repair or replace the Product if such failure is reported during the Warranty Period or, if Contractor, at its discretion, reasonably determines that such remedy is not economically or technically feasible shall provide a full refund of the license fee paid with respect to the particular Product. The above warranties do not cover Updates, generic non-configured solution packs, any Product provided on an evaluation basis, or defects to the Product due to accident, abuse, service, alteration, modification or improper installation or configuration by Licensee, its personnel or any third party.

Contractor does not warrant that the functions of the Product will meet Licensee's requirements or that operation of the Product will be uninterrupted or error free. Licensee assumes responsibility for selecting the Product to achieve its intended results and for the use and results obtained from the Product.

THE LIMITED WARRANTY SPECIFIED IN ATTACHMENT A SETS FORTH ALL WARRANTIES AND REPRESENTATIONS PROVIDED TO LICENSEE WITH RESPECT TO THE PRODUCT AND ANY SERVICES AND UPDATES PROVIDED HEREUNDER, AND SUCH LIMITED WARRANTY IS PROVIDED SOLELY BY CONTRACTOR AND NOT ITS LICENSORS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR, ITS LICENSORS AND THEIR RESPECTIVE SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, RELATING TO THE PRODUCT, OR ANY SERVICES OR UPDATES PROVIDED UNDER THIS ATTACHMENT. ANY UPDATES OR SERVICES DELIVERED HEREUNDER ARE DELIVERED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT, OR ANY SERVICES AND UPDATES PROVIDED UNDER THIS ATTACHMENT ARE DISCLAIMED. Further, the Product is not fault tolerant and is not designed, manufactured or intended for use in hazardous environments requiring fail-safe performance (including, without limitation, the design, construction, operation or maintenance of any nuclear facility; direct life support machines; weapon systems; or control of aircraft, air traffic, aircraft navigation or aircraft communications), in which the failure of the Product could lead directly or indirectly to death, personal injury or severe physical or environmental damage. Without limiting the scope of the disclaimers set forth herein, Contractor for itself and on behalf of its licensors and their respective suppliers, disclaims any express or implied warranty of fitness for any such high risk uses.

EXHIBIT A - LICENSE MODELS AND ADDITIONAL TERMS
The description of each Progress license model is set forth below.

ACTIONAL:
For purposes of Actional license models, the following terms shall have the following definitions:

"Consumer" means the user of applications provided by Licensee or a third party;

"Instance" means a single installation of the software running on an operating system;

"Named Licensee" licenses grant Licensee the right to designate a specific user (a "Named Licensee") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named Licensee. A Named Licensee can be an individual, a Non-Human Operated Device or a Process. A Named Licensee License is a multi-server license but the Product must be used on a single Platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

"Non-Human Operated Device" means a Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Non-Production Environment" consists of a collection of uses that models an entire production environment, or a subset thereof, to the degree required to adequately test an application to see if it stands up to production conditions. A Non-Production Environment (sometimes also referred to as a "test environment" or a "pre-production environment") is used to describe any IT environment that is not considered a production (live) environment. This broad definition of Non-Production Environment includes any IT environment used for testing, pre-production, system testing, integration testing, user acceptance testing, performance testing, staging, etc.

"Point" means an Instance in which Actional Intermediary and/or Actional Agent is running;

"Process" means any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Provider" means the party providing the application to the Consumer.

(i) if the Product is Actional Management Server (Active Policy Edition), then the Product is licensed on a per Instance basis and is deployed to Licensee as Actional Server. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed;

(ii) if the Product is Actional Management Server (SOA Operations Edition), then the Product is licensed on a per Instance basis and is deployed to Licensee as Actional Server. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed;

(iii) if the Product is Actional Management Server, then the Product is licensed on a per Instance basis and is deployed to Licensee as Actional Server. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed;

(iv) if the Product is Actional Management Server (Basic Edition), then the Product is licensed on a per Instance basis and is deployed to Licensee as Actional Server. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed and the Product may ONLY be used in a Non-Production Environment;

(v) if the Product is Actional Team Server, then the Product is licensed on per Instance basis and is deployed to Licensee as Actional Team Server. Licensee must purchase at least one Named Licensee license per Instance of Actional Team Server;

(vi) if the Product is Actional Point of Operational Visibility, then the Product is licensed on a per Point basis and is deployed to Licensee as Actional Agent. The total number of Points deployed per Product cannot exceed the number of Points licensed for that Product;

(vii) if the Product is Actional Operational Visibility for Sonic ESB, then the Product is licensed on a per CPU basis and is deployed to Licensee as Actional Agent. The total number of CPUs of the Product licensed by Licensee must exactly equal the number of CPUs of Progress Sonic ESB brokers licensed by Licensee;

(viii) if the Product is Actional Security Enforcement for Sonic ESB, then the Product is licensed on a per CPU basis and is deployed to Licensee as Actional Intermediary. The total number of CPUs of the Product licensed by Licensee must exactly equal the number of CPUs of Progress Sonic ESB brokers licensed by Licensee;

(ix) if the Product is Actional Flex Point, then the Product is licensed on a per Point basis and is deployed to Licensee as Actional Intermediary or Actional Agent. The total number of Points deployed per Product cannot exceed the number of Points licensed for that Product;

(x) if the Product is Actional Flex Point for Sonic ESB, then the Product is licensed on a per CPU basis and is deployed to Licensee as Actional Intermediary or Actional Agent. The total number of CPUs of the Product licensed by Licensee must exactly equal the number of CPUs of Progress Sonic ESB brokers licensed by Licensee;

(xi) if the Product is Actional Governance Integration Module, then the Product is licensed on a per Instance basis and is deployed to Licensee as Actional Server. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed;

(xii) if the Product is Actional Client Security Enforcement, then the Product is licensed on a per machine basis and is deployed to Licensee as Actional Intermediary, provided that Licensee only has the right to use the Client Security module. The Client Security module shall be located on the same logical machine as the Consumer application (and only accepts requests from localhost) and applies the Consumer security policy so that the Provider can securely process requests from the Consumer application, and the Consumer application can process replies (if any) from the Provider. Included with Actional Client Security Enforcement are tools such as logging to assess the operational health of the client security module. All other uses of the Product require the licensing of other products from Progress. Consumers are solely responsible for all interactions with Providers;

(xiii) if the Product is Actional Server, then the Product is licensed on a per Instance basis. The total number of Instances on which the Product is deployed cannot exceed the number of Instances licensed. Actional Server was previously known as Actional Looking Glass Server;

(xiv) if the Product is Actional Intermediary, then the Product is licensed on per Point basis. The total number of Points deployed per Product cannot exceed the number of Points licensed for that Product. Actional Intermediary was previously known as Actional SOAPstation; (xv) if the Product is Actional Agent, then the Product is licensed on per Point basis. The total number of Points deployed per Product cannot exceed the number of Points licensed for that Product. Actional Agent was previously known as Actional Ghost Agent;

(xvi) if the Product is Actional Diagnostics, then the Product is licensed on an unlimited basis and Licensee may deploy and utilize the Product in and across all of its systems and infrastructure, subject to the following: LIMITED WARRANTY IS HEREBY DISCLAIMED IN ITS ENTIRETY, AND ACTIONAL DIAGNOSTICS IS LICENSED ON AN AS-IS BASIS.

(xvii) if Licensee ordered or obtained the Product for disaster recovery ("D/R Product"), then the Product is subject to the additional restriction that it be used by Licensee solely for internal disaster recovery purposes, and may not be operated in a production environment unless the machine(s) on which the licensed Product is deployed become inoperable. In that case, the D/R Product may be made operational for a period not to exceed ninety (90) days ("D/R Product Deployment Usage Period"). Licensee shall notify Progress in writing within five (5) business days of the commencement of the D/R Product Deployment Usage Period. At Licensee's sole option and upon payment of a monthly pro rata portion of the applicable fees, Licensee may convert the D/R Product to Product for use in accordance with the terms this Attachment;

(xviii) if Licensee ordered or obtained the Product from a third party authorized by Progress to resell the Product in conjunction with such third party's software product(s) ("Third Party Reseller"), then, in addition to the other terms and conditions herein, Licensee's use of the Product may be subject to additional scope of license terms and conditions (if any) specified by the Third Party Reseller, including, without limitation, a restriction that Licensee limit its use of the Product to use solely in conjunction with the Third Party Reseller's software product(s) licensed by the Third Party Reseller to Licensee. To the extent that any additional scope of license terms and

conditions communicated by the Third Party Reseller to Licensee are in direct conflict with the scope of license specified in this Exhibit A, then the scope of license terms and conditions specified by the Third Party Reseller shall apply. Otherwise the terms and conditions herein shall govern. In no event does Contractor or Progress make any representations or warranties, express, implied or arising by custom or trade usage, regarding the Third Party Reseller's software products and assumes no liability or responsibility with regard to said software products; and

(xix) digital certificates included with the Product are intended as samples only, and are prohibited for use in deployment or development.

APAMA:
Adapters:

Licensee's license and use of certain Products which link to third party systems and/or data feeds ("Adapters") may be subject to Licensee being appropriately licensed for the third party systems and/or data feeds connected by such Adapters. Separate agreements with such third parties may be required. The terms herein shall apply to all Progress Adapters used in connection with the Products.

Use Restrictions:
1. Licensee Group Restrictions: If the Order indicates that the Products may be used for specific use cases only by specific user group(s), the Products may only be used for the use cases and/or by the user group(s) listed in the Order.
2. Apama® Platform for CEP: If Licensee has licensed Apama® Platform for CEP, Licensee shall have no right to license any Apama® Platform for Capital Markets Adapters or to use the Product(s) for trading or for capital markets deployments. Separate licenses are required for such purposes.
3. Apama® for Integration Buses: If Licensee has licensed Apama® for Integration Buses, Licensee is subject to the use restrictions for Apama® Platform for CEP, above. Licensee also shall be subject to the following additional restrictions:
    1. Use of the Product is limited to a single process which is not processed through the correlator engine component of the Product (the "Correlator").
    2. The Correlator may be connected to only one Integration Bus (i.e., a single connection) as the sole source and destination of event data.
    3. None of the Apama® extension APIs, including, without limitation, Client API, IAF API, Correlator Plug-in API, dashboard customer function API, may be used by Licensee.
    4. No direct connection, via an adapter or otherwise, other than the single bus connection and connection to one or more databases via the standard Apama® JDBC or Apama® ODBC adapters is permitted.
    For purposes of this Section, an "Integration Bus" carries messages between any number of applications (or services) through a single medium and over a network. The Integration Bus eliminates the point-to-point nature of current integration techniques: Instead of connecting each application to each other separately, each application 'plugs into' a common Integration Bus which then acts to distribute the messages to the relevant applications.
4. Apama® for Progress Integration Buses: If Licensee has licensed Apama® for Progress Integration Buses, Licensee is subject to the use restrictions for Apama® Platform for CEP and Apama® for Integration Buses in (2) and (3), above. Licensee also shall be subject to the following additional restriction: The Product must be used only in connection with a Progress Integration Bus.
Other: Licensee shall retain all right, title and interest in Licensee's data and customer information used with the Product.

LICENSE MODELS AND DEFINITIONS:
Named Licensee Licenses: A Product licensed on a "Named Licensee" basis grants Licensee the right to designate specifically-named individuals (each, a "Named Licensee") to access and use the Product. A Named Licensee may build algorithms, strategies, dashboards and/or graphical user interfaces (collectively, "Interfaces") and may deploy and execute the Interfaces. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple individuals. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A Named Licensee License designation may be transferred from one individual to another provided that the original user no longer requires and is no longer permitted access to the Product. All Named Users must be bound to the terms and conditions of this Attachment.

Core Licenses: A Product licensed on a "Core" basis grants Licensee the right to run the Product on a single Core on a single server. The total number of Cores on the machine may not exceed the total number licensed to Licensee. Additional Core License(s) are required for each Core of the server on which the Product runs, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting.

For purposes of the "Core" license model:
"Core" means a core of a CPU as allocated by Licensee made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g. test, development) environment.

"CPU" means a computer processing unit, also known as a processor or microprocessor. It can contain multiple cores in both virtualized and/or non-virtualized environment.

RunTime Licensee Licenses: A Product licensed on a "RunTime Licensee" basis grants Licensee the right to designate a group of individuals to use the Dashboard Viewer Product and/or to utilize and execute the Interfaces. Licensee must purchase a number of RunTime Licenses equal to the number of users in the group who will have the ability to access and use the Dashboard Viewer Product and/or the Interfaces. Use of graphical user interfaces connected to a Product requires a RunTime Licensee license. Licensee must be able to identify and count all authorized RunTime Users at all times. All RunTime Users must be bound to the terms and conditions of this Attachment.

Alert Licenses: A Product licensed on an "Alert" basis grants Licensee the right to designate employee and non-employees to receive alerts and notices generated by the Product. An Alert recipient shall have no right to access or use the Products. Licensee must purchase a number of Alert licenses equal to the number of recipients who will have the ability to receive alerts and notices and to submit and receive alerts and notices. Licensee must be able to count all Alert recipients at all times. An Alert recipient may be an individual, a Non-Human Operated Device or a Process. For purposes hereof, a "Non-Human Operated Device" is a device that is not operated by an individual including, but not limited to, automated system interfaces or tracking devices, and a "Process" is any automated process that is not initiated by a Non-Human Operated Device including, but not limited to, automated controls and background jobs.

DATAXTEND CE:
If Licensee has purchased the DataXtend CE Development License, such Product is licensed on a Named Licensee basis. A Named Licensee License grants Licensee the right to designate a specific individual (a "Named Licensee") to use any executable application contained in the Product or write programs that directly access any file, function, or method contained in or generated by the Product. The Named Licensee may install and use one copy of the Product on a single computer on a single platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

If Licensee has purchased the DataXtend CE Enterprise Edition license, this license provides full use of all features provided in the Product. Such Product is licensed on a "CPU" basis. A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one platform to another. In addition, the DataXtend CE Enterprise Edition limits the deployment, test or QA of applications built by Licensee using the Product only for internal use and only on the total number of CPUs purchased by Licensee. The Product must be deployed in binary object code form only.

DATAXTEND RE:
CPU: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Developer: A Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Developer License may not be transferred.

Disaster Recovery: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server.

Machine License: A Machine License grants Licensee the right to install and use a Product on a single server and on a single Platform. Additional Machine license(s) are required for each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Machine License may not be transferred from one from server or Platform to another.

For purposes of DataXtend RE CPU and Machine license models, "Platform" means the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

DATAXTEND SI:
Core License: A Product licensed on a "Core" basis grants Licensee the right to run the Product on a single Core on a single server. Additional Core License(s) are required for each Core of the server on which the Product runs, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting.

For purposes of the "Core" license model:
"Core" means a core of a CPU as allocated by Licensee made up of an independent processor combined onto a single integrated circuit or silicon chip, in both virtualized and/or non-virtualized environment, and regardless of whether used in a production or non-production (e.g. test, development) environment.

"CPU" means a computer processing unit, also known as a processor or microprocessor. It can contain multiple cores in both virtualized and/or non-virtualized environment.

Developer License: A Product licensed on a "Developer" basis limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components.

Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Developer License may not be transferred.

Disaster Recovery License: A Product licensed on a "Disaster Recovery" basis shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Disaster Recovery License may be transferred from one server or Core to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server.

Named Licensee License: A Product licensed on a "Named Licensee" basis grants Licensee the right to designate a specific user (a "Named Licensee") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named Licensee. A Named Licensee can be an individual, a Non-Human Operated Device or a Process. A Named Licensee License is a multi-server license but the Product must be used on a single Platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

For purposes of the "Named Licensee" license model:
"Non-Human Operated Device" means a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Process" means any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Platform" means the specific combination of the hardware and the operating system; a change to either would constitute a platform change. "Client Device" means any input technology that allows the Licensee to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a laptop or other device that is operated by an individual.

OBJECTSTORE; OBJECTSTORE ATK; OBJECTSTORE INSPECTOR: OBJECTSTORE PSE PRO:
For purposes of ObjectStore license models, the following terms shall have the following definitions:
"Access Agent": An Access Agent is a process that handles requests through use of the Product or through an application which accesses the Product.

"Client Device": A Client Device is any input technology that allows the Licensee to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a laptop or other device that is operated by an individual.

"Dedicated Licensee": A Dedicated Licensee is a user that (1) can be identified and counted by the Licensee, (2) relies on the Product to fulfill his or her job responsibilities and (3) can access the Product via a secure website or application with restricted access.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process" (formerly known as "Server Process"): A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

"Site": A site is defined as a single building or campus of buildings.

Access Agent License: An Access Agent License grants Licensee the right to install and use the Product, or access and use an application which can access the Product by a user or Non-Human Operated Device so long as that user or Non-Human Operated Device (i) cannot be uniquely identified and/or (ii) the user can only access the Product or the application for less than two hours a week. This Access Agent License should always be purchased in combination with a Concurrent, Named Licensee and/or Registered Client License; except for environments where none of the users or the Non–Human Operated Devices that access the Product or an application that accesses the Product may be identified and/or access the Product or the application for two or more hours per week.

Concurrent Device License (formerly known as "Concurrent Licensee License"): A Concurrent Device License grants Licensee the right to install and use the Product, or access and use an application which can access the Product, on a single server and on a single Platform. A Concurrent Device may be a Client Device, a Non-Human Operated Device or a Process. The Licensee may have in use at any given time a maximum number of Concurrent Devices accessing the Product, or accessing an application which can access a Product, as purchased under the Concurrent Device License. In addition, under this model, a Licensee is required to license the Devices per server, so that there is an associated Concurrent Client Device license dedicated to each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. For example, if Licensee's Concurrent Device License permits a maximum of 100 Concurrent Devices, and Licensee directs 50 Devices to Server A and 50 Devices to Server B, Licensee would

have to purchase an additional 50 Concurrent Device License for Server B. A Concurrent Device License may not be transferred from one server or one Platform to another.

CPU License: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Developer License: The Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B. A Developer License may not be transferred.

Disaster Recovery License: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit B. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server.

Named Licensee License: A Named Licensee License grants Licensee the right to designate a specific user (a "Named Licensee") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named Licensee. A Named Licensee can be an individual, a Non-Human Operated Device or a Process. A Named Licensee License is a multi-server license but the Product must be used on a single Platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

Registered Device License (formerly known as "Registered Client License"): A Registered Device License grants Licensee the right to designate a specific device (a "Registered Device") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Registered Device. A Registered Device may be a Client Device, a Non-Human Operated Device or a Process. The Registered Device License cannot be used to account for, and the Product may not be used by, Unknown Users. A Registered Device License is a multi-server license but the Product must be used on a single Platform and may not be used concurrently on different computers or devices or shared by multiple devices. A Registered Device does not have to be logged on to the Product to be counted as a Registered Device. A license right designation may be transferred from one device to another provided that the original device is no longer permitted access to the Product.

Server/Machine License: A Server or Machine License grants Licensee the right to install and use a Product on a single server and on a single Platform. Additional Server/Machine license(s) are required for each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one from server or Platform to another.

Server/Machine Unlimited Licensee License: A Server or Machine Unlimited Licensee License is no longer a valid license and Licensee is required to relicense under a current licensing model. Under the Server or Machine Unlimited Licensee license a Licensee had the right to install and use a Product on a specific combination of machine/server, vendor operating system and site. If there is a change to any of these elements, the license is no longer valid and a new license needs to be purchased for the Product. Due to the specific grant of this license, a Server or Machine Unlimited Licensee License may not be transferred from one from server or Platform to another.

ORBACUS:
Additional Terms: The following special license terms shall apply to the Orbacus family of products (which includes without limitation ORBacus for C++, ORBacus for Java, JTthreads for C++, Orbix/E for C++, Orbix/E for Java, ORBacus Notify, ORBacus Trader and ORBacus T-Log; collectively referred to in this Attachment as "Orbacus") and shall control over any inconsistent or contrary terms elsewhere in this Attachment. Orbacus is delivered to Licensee as the uncompiled human-readable version of the Product ("Source Code"). All Orbacus Runtime Licenses shall be limited to binary (i.e. machine readable compiled) versions of the Product only. Licensee is expressly forbidden from copying or distributing the Source Code of the Product, except for a limited number of copies used solely for backup purposes. Licensee is permitted to Modify the Orbacus Source Code, but all Modifications must include the copyright and other proprietary notices of Progress and Progress shall be the sole owner of all Modifications of the Source Code and all intellectual property rights thereto. To "Modify" means to create a translation, improvement, enhancement, alteration, extension, "bug fix" or other transformation. A "Modification" means any change to the Orbacus Source Code files (C++ class files and header files or Java class files), including but not limited to inserting or deleting lines of programming language code (or embedded comments) or editing the programming language code in any way that changes the execution of the compiled Software, but shall not include any Licensee-written source code that calls (uses) the original version of Orbacus as delivered to Licensee. Licensee must inform Progress, in writing, about any Modifications that Licensee makes. Any attempt by Licensee to sell, transfer or otherwise dispose of rights in the Modifications shall be void. Progress may, but is under no obligation to, incorporate any Modifications into any subsequent commercial releases of Orbacus.

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LICENSE MODELS AND DEFINITIONS:

CPU: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Developer: A Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Developer License may not be transferred.

Disaster Recovery: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server.

Named Licensee License: A Named Licensee License grants Licensee the right to designate a specific user (a "Named Licensee") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named Licensee. A Named Licensee can be an individual, a Non-Human Operated Device or a Process. A Named Licensee License is a multi-server license but the Product must be used on a single Platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

EXHIBIT A – LICENSE MODELS AND ADDITIONAL TERMS

For purposes of this Exhibit A, the following terms shall have the following definitions:

"Client Device": A Client Device is any input technology that allows the Licensee to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a laptop or other device that is operated by an individual.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process" (formerly known as "Server Process"): A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

ORBIX:

For purposes of Orbix license models, the following terms shall have the following definitions:
1. "CLIENT" MEANS ANY DUMB TERMINAL WITH NO PROCESSING CAPABILITY.
2. "CPU" MEANS A SINGLE CORE PROCESSING UNIT. EACH PROCESSOR CORE OF A MULTI-CORE PROCESSOR SHALL COUNT AS ONE CPU.
3. "DEVELOPER" MEANS A SPECIFIC INDIVIDUAL EMPLOYEE OR CONSULTANT OF LICENSEE USING DEVELOPMENT SOFTWARE IN THE DEVELOPMENT OF THE NAMED APPLICATION(S). IF A DEVELOPER CEASES (I) TO BE AN EMPLOYEE OR CONSULTANT OF LICENSEE, OR (II) CEASES TO USE THE DEVELOPMENT SOFTWARE, AND SUCH CESSATION IS REASONABLY EXPECTED TO BE PERMANENT, A DIFFERENT INDIVIDUAL MAY BE SUBSTITUTED FOR SUCH DEVELOPER AT NO EXTRA FEE.
4. "DEVELOPMENT SOFTWARE" MEANS THE DEVELOPMENT ENVIRONMENT OF THE PRODUCT.
5. "LINE OF BUSINESS" MEANS LICENSEE'S SPECIFIC BUSINESS ACTIVITY, DIVISION, ORGANIZATION OR UNIT SPECIFIED IN THE ORDER.
6. "LOCATION" MEANS THE SPECIFIC LICENSEE LOCATION AS SPECIFIED IN THE ORDER.
7. "LPAR" MEANS A LOGICAL PARTITION OF A SERVER.
8. "MSU" MEANS A MILLION SERVICE UNITS, AS SUCH TERM IS USED BY THE IBM CORPORATION IN ITS PUBLISHED RATINGS OF MACHINE CAPABILITY (THE "MSU RATING") REGARDLESS OF MANUFACTURE OF THE MACHINE.
9. "NAMED APPLICATION(S)" MEANS THE APPLICATION(S) OR PROGRAM(S) SPECIFIED IN THE ORDER THAT EMBEDS OR ACCESSES THE PRODUCT.
10. "SERVER" MEANS ANY COMPUTER, SERVER, MACHINE OR DEVICE THAT HAS PROCESSING CAPABILITIES.
11. "SERVICE ENDPOINT" MEANS A CONSUMABLE SERVICE AS MEASURED BY A SEPARATE INTERFACE DEFINITION DOCUMENT (IDD) STORED IN THE PRODUCT.

LICENSE MODELS:

CPU License: A CPU License grants Licensee the right to run the Named Application(s) on a single CPU on a single Server and on a single Platform. The total number of CPUs on a Server may not exceed the total number of CPU Licenses purchased by Licensee. Additional CPU Licenses are required for each CPU that runs the Named Application(s), including, without limitation, Servers configured for disaster recovery,

load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Client License: A Client License grants Licensee the right to run the Named Application(s) on single Client. The total number of Clients may not exceed the total number of Client Licenses purchased by Licensee. Additional Client Licenses are required for each Client that runs the Named Application(s). A Client License may not be transferred from one Client to another.

DEVELOPMENT LICENSE: A DEVELOPMENT LICENSE GRANTS LICENSEE THE RIGHT FOR ONE DEVELOPER TO USE THE DEVELOPMENT SOFTWARE TO DEVELOP AND TEST THE NAMED APPLICATION(S). A DEVELOPMENT LICENSE IS NOT A CONCURRENT-USE LICENSE.

Disaster Recovery License: A Disaster Recovery License shall be used solely for the purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. In that case, a Disaster Recovery License grants the Licensee the right to use the Product for a period not to exceed ninety (90) days ("D/R Deployment Period"). Licensee shall notify Progress in writing within five business days of the commencement of the D/R Deployment Period. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Disaster Recovery License may be transferred from one Server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery License is required for a switch from a primary Server to secondary Server so long as the primary Server is permanently disabled. However a Disaster Recovery License is required for any other temporary reassignment between the primary Server and any other Server. The foregoing transfer right shall not affect the assignment prohibition.

Library License: A Library License grants the Licensee the right to use the Library in the Location and in the Line of Business solely as part of or in conjunction with the Artix Data Services Product.
Machine License: A Machine License grants Licensee the right to run the Named Application(s) on a specific LPAR designated by serial number and MSU Rating. Licensee shall not permit the number of MSUs per LPAR exceed the applicable MSU Rating designated for such Machine License.

Repository Service License: A Repository Service License grants Licensee the right to run the Product on a single Server and on a single Platform. Additional Repository Service Licenses are required for each Server that runs the Product including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Repository Service License may not be transferred from one from Server or Platform to another.

Server License: A Server License grants Licensee the right to run the Named Application(s) on a single Server and on a single Platform. Additional Server Licenses are required for each Server that runs the Named Application(s) including, without limitation, Servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server License may not be transferred from one from Server or Platform to another.

Service Endpoint License: A Service Endpoint License grants Licensee the right to store in and retrieve from the Product the number of Service Endpoints set forth in the Order.

The license model for the Product(s) purchased is set forth in the Order. The description of the license models used for each Orbix Product is set forth below.

Orbix:
(a) If the Product is Standard Edition and being used in a production environment, including for disaster recovery, testing, and back-up, then two different types of licenses are required: a Client License and a Server License. Additionally, the Product is licensed to a specific vendor operating system platform and to a specific Licensee application. A separate Client License or Server License must be purchased for each vendor operating system platform and each specific Licensee application.

(b) If the Product is Enterprise Edition and being used in a production environment, including for disaster recovery, testing, and back-up, then the Product is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform and to a specific Licensee application. A separate license must be purchased for each vendor operating system platform and each specific Licensee application.

(c) If the Product is being used for development purposes, then the Product is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The Product is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase a CPU License for the Product in order to deploy such software applications.

Standards Libraries: Two types of licenses are required for each standards library: a Library License and a CPU License. The Product is licensed on a per deployment basis designated by a specific Licensee geographical location and line of business. A separate license must be purchased for each Licensee deployment. Additionally, the Product is licensed on a CPU basis and to a specific operating system platform. A separate license must be purchased for each vendor operating system platform.

Orbix Mainframe:

(a) If the Product is being used in a production environment, then the Product is licensed on a per LPAR basis based on the machine's MSU Rating. Additionally, the Product is licensed to a specific Licensee application. A separate license must be purchased for each specific Licensee application.

(b) If the Product is being used for development purposes, then the Product is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The Product is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications.

SONIC:

The license model for the Product(s) purchased is set forth in the Order. The description of each Progress license model is set forth below.

CPU: A CPU License grants Licensee the right to run the Product, or an application which can access the Product, on a single core processing unit ("CPU") on a single server and on a single Platform. Each processor core of a multiple core processor in a server shall count as one (1) CPU. Additional CPU License(s) are required for each CPU that runs the Product, including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A CPU License may not be transferred from one CPU or one Platform to another.

Developer: A Developer License limits Licensee's access and use of the Product to internal application development and support purposes only. If the license is for components of the Product only, then such right is limited to such components. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Developer License may not be transferred.

Disaster Recovery: A Disaster Recovery License shall only be used by Licensee for the sole purpose of application recovery in the event a system fails or crashes or the Product or database files become corrupt. Licensee shall be further subject to the license terms of the appropriate license model for the Product set forth in this Exhibit A. A Disaster Recovery License may be transferred from one server or CPU to another with prior notice to Progress so long as such change is permitted by the underlying license model. No Disaster Recovery license is required for a switch from a primary server to secondary server so long as the primary server is permanently disabled. However a Disaster Recovery license is required for any other temporary reassignment between the primary server and any other server.

Named Licensee License: A Named Licensee License grants Licensee the right to designate a specific user (a "Named Licensee") to access and use the Product or access and use an application which can access the Product. Licensee must be able to identify and count each Named Licensee. A Named Licensee can be an individual, a Non-Human Operated Device or a Process. A Named Licensee License is a multi-server license but the Product must be used on a single Platform. A Named Licensee may not be designated concurrently on different computers or devices or shared by multiple users. A Named Licensee does not have to be logged on to the Product to be counted as a Named Licensee. A license right designation may be transferred from one user to another provided that the original user no longer requires and is no longer permitted access to the Product.

Server/Machine License: A Server or Machine License grants Licensee the right to install and use a Product on a single server and on a single Platform. Additional Server/Machine license(s) are required for each server that runs the Product including, without limitation, servers configured for disaster recovery, load balancing, clustering, development, testing and reporting. A Server or Machine License may not be transferred from one from server or Platform to another.

For purposes of this Exhibit A, the following terms shall have the following definitions:

"Client Device": A Client Device is any input technology that allows the Licensee to access the Product, including but not limited to a workstation, a personal computer, a PDA device, a cellular phone, a laptop or other device that is operated by an individual.

"Non-Human Operated Device": A Non-Human Operated Device is a device that is not operated by an individual including, but not limited to, a temperature device, a production line bar code scanner, or a tracking device.

"Platform": A Platform is the specific combination of the hardware and the operating system, a change to either would constitute a platform change.

"Process": A Process is any automated process that is not initiated by a Client Device or a Non-Human Operated Device and includes, without limitation, automated controls and background jobs.

Sonic ESB:

(a) if the Product is Sonic ESB Container, then the Product is licensed on a per CPU basis, where the total number of CPUs on each machine may not exceed the total number licensed to the Licensee. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(b) If the Product is Sonic ESB Continuous Messaging, then the Product is licensed on a per CPU basis, where the total number of CPUs on each machine may not exceed the total number licensed to the Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on machines configured to operate in a fault-tolerate manner. The backup or standby CPU is separately licensed and not included in the primary CPU license. Additionally, the Product is licensed to a specific operating system platform. A separate Product license must be purchased for each vendor operating system platform;

SonicMQ:

(a) if the Product is SonicMQ Messaging, then the Product is licensed on a per CPU basis, where the total number of CPUs on each machine may not exceed the total number licensed to the Licensee. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform;

(b) If the Product is SonicMQ Continuous Messaging, then the Product is licensed on a per CPU basis, where the total number of CPUs on each machine may not exceed the total number licensed to the Licensee. A Continuous Availability pair comprises a primary or active CPU and a backup or standby CPU on machines configured to operate in a fault-tolerate manner. The backup or standby CPU is separately licensed and not included in the primary CPU license. Additionally, the Product is licensed to a specific operating system platform. A separate Product license must be purchased for each vendor operating system platform;

Sonic Workbench is licensed on a named user basis, meaning specific individuals are authorized to access the Product and the total number of named users may not exceed the total number licensed to Licensee. The Product is subject to the additional restriction that it be used by Licensee solely for development and unit testing of software applications, and not in conjunction with the deployment of such software applications. Licensee must purchase the appropriate deployment license for Sonic ESB or Sonic BPEL Server as applicable in order to deploy such software applications;

Sonic BPEL Server Deployment Edition is licensed on a per CPU basis. Additionally, the Product is licensed to a specific vendor operating system platform. A separate Product license must be purchased for each vendor operating system platform.

EXHIBIT B - THIRD PARTY TERMS AND RESTRICTIONS

The Product may contain or be accompanied by certain non-proprietary components created and separately licensed to Licensee by third parties. These components, if any, are identified in, and subject to, special license terms and conditions set forth in the "notices.txt" file accompanying the Product ("Special Notices"); provided, however, that said special terms and conditions for certain Products are set forth herein. The Special Notices include important licensing and warranty information and disclaimers. In the event of conflict between the Special Notices and the other portions of this Attachment, the Special Notices will take precedence (but solely with respect to the non-proprietary third party component(s) to which the Special Notice relates).

APAMA; DATAXTEND RE; DATAXTEND SI; OBJECTSTORE PSE PRO; ORBACUS; ORBIX; SONIC
See Special Notices.

ACTIONAL:
The Product may contain third party technologies licensed to PSC and User subject to the terms of a third party license, a copy of which is included with the Product in the installation directory in the "docs/ThirdPartyLicense" folder. These third party licenses consist of: the Mozilla Public License, Version 1.1, Common Development and Distribution License (CDDL) - Version 1.0, Netscape Public License Version 1.1, the Apache License, Version 2.0 and the Common Public License v1.0, Eclipse Public License Agreement (v.1), the Lesser General Public License version 2.1, and/or the GNU Library General Public License ("LGPL"). PSC will, at User's request, provide a copy of the source code for these third party technologies, including modifications, if any, made by PSC. Outside the scope of this contract, PSC may charge reasonable shipping and handling charges for such distribution. User may also obtain the source code through www.psdn.com by following the instructions set forth therein. Notwithstanding anything to the contrary, to the extent that any of the terms and conditions herein conflict, vary or are in addition to the terms and conditions of the aforementioned third party licenses for these technologies, such terms and conditions are offered by PSC alone and not by any other party.

If the Product licensed to User is licensed for the Microsoft SQL Server database the following shall apply: The Product contains a licensed implementation of the Microsoft TDS Protocol. User may only use the Product to communicate data to and from Microsoft SQL Servers. Additionally, User must separately obtain from Microsoft or its channel partner any applicable Microsoft product licenses in order to use the Product to communicate with Microsoft SQL Servers.

Java Platform Interface. User may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that User creates an additional class and associated API's which (i) extends the functionality of the Java platform, and (ii) is exposed to third party software developers for the purpose of developing additional software which invokes such additional API, User must promptly publish broadly, an accurate specification for such API for free use by all developers. User may not create, or authorize your licensees to create additional classes, interfaces, or sub-packages that are in any way identified as "java", "javax" or "sun" or similar convention as specified by Sun in any naming convention designation. Sun is a third party beneficiary to these terms.

If the Product licensed to User is Actional Diagnostics, Oracle USA is a third party beneficiary of the terms.

DATAXTEND CE:
The Products may contain or be derived from portions of materials provided by a third party.

The Product contains the Sonic MQClient from Progress Software Corporation. The Sonic MQClient may only be used in conjunction with the Product.

The Product contains Eclipse, Quantum, Firebird and/or BeanShell. Each of these third party technologies is licensed to Progress and Licensee is subject to the terms of a third party license, a copy of which is included with the Product in the installation directory in the "third_party_licenses" folder. Progress will, at Licensee's request, provide a copy of the source code for these third party technologies,

including modifications, if any, made by Progress. Outside the scope of this contract, Progress may charge reasonable shipping and handling charge for such distribution. Licensee may also obtain source code for these third party technologies through www.psdn.com by following the instructions set forth therein. Notwithstanding anything to the contrary, to the extent that any of the terms and conditions herein conflict, vary or are in addition to the terms and conditions of the aforementioned third party licenses for these technologies, such terms and conditions are offered by Progress alone and not by any other party.

For Products that contain Java Technology, the following terms apply: In the event that Licensee creates any Java-related API and distributes such API to others for applet or application development, Licensee must promptly publish an accurate specification for such API for free use by all developers of Java-based software. Licensee may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" or "sun" package), by creating additional classes within the JPI or otherwise adding to or modifying the classes in the JPI. Java software technology is not designed or intended for use in on- line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Licensee will not use or, if applicable, redistribute the Java software technology for such purposes. PROGRESS AND ITS LICENSORS EXPRESSLY DISCLAIM ANY LIABILITIES, REPRESENTATIONS OR WARRANTIES (EITHER EXPRESS OR IMPLIED) FOR SUCH USE.

OBJECTSTORE:
Licensee may not create, modify or change the behavior of, or authorize Licensee's licensees to create, modify or change the behavior of, classes, interfaces or subpackages that are in any way identified as "java", "javax", "sun" or similar convention as specified by Sun in any naming convention.

The Product contains Jchart2d v 2.2.0, Open DMK v1.0-b2 and Restlet v1.1m2. Each of these third party technologies is licensed to Progress and User subject to the terms of a third party license, a copy of which is included with the Product in the installation directory in the "Docs/third_party_licenses" folder. Progress will, at Licensee's request, provide a copy of the source code for these third party technologies, including modifications, if any, made by Progress. Outside the scope of this contract, Progress may charge reasonable shipping and handling charges for such distribution. Licensee may also obtain the source code for these third party technologies through www.psdn.com by following the instructions set forth therein. Notwithstanding anything to the contrary, to the extent that any of the terms and conditions herein conflict, vary or are in addition to the terms and conditions of the aforementioned third party licenses for these technologies, such terms and conditions are offered by Progress alone and not by any other party.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

PARAMETRIC TECHNOLOGY CORPORATION ("PTC")

PTC LICENSE, WARRANTY AND SUPPORT TERMS

Definitions
 "Manufacturer" means Parametric Technology Corporation (PTC).

"Customer" means Ordering Activity.

"Concurrent User Products" means the Licensed Products licensed on a concurrent user basis.

"Designated Computer" means the central processing unit(s) designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with Section 3.3 hereof).

"Designated Country" means the country of the installation address specified on the applicable Product Schedule. The Designated Country may be changed only in accordance with Sections 3.2 and 3.3 hereof.

"Designated Network" means the network designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with Section 3.3 hereof).

"Designated Server" means a computer server designated by Customer in connection with the installation of the Licensed Products (as may be modified in accordance with Section 3.5 hereof) that has one unique instance of the applicable installed Licensed Product application.

"Designated Server Products" means the Licensed Products licensed on a Designated Server basis.

"Documentation" means the applicable Licensed Software user manuals provided or made available by electronic means at the time of shipment of the Licensed Software.

"Error" means a failure of the Licensed Software to conform substantially to the applicable Documentation, provided that Customer informs Contractor or Manufacturer of such failure in writing and Contractor through the Manufacturer is able to replicate such failure after making reasonable efforts.

"License" means the non-exclusive, non-transferable right, without any right to sub-license, to use a Licensed Product during the applicable License Term subject to the terms and conditions hereof and in accordance with the applicable restrictions set forth in the Product Schedule.

"License Term" means the time period during which the License shall be in effect as specified in the applicable Product Schedule (subject to earlier termination pursuant to the terms hereof).

"Licensed Products" means collectively the Licensed Software and the Documentation.

"Licensed Software" means, collectively, the computer software products specified in a Product Schedule as well as (i) any Error corrections pursuant to Attachment A hereof, (ii) any updates, Error corrections and/or New Releases provided to Customer by PTC pursuant to Maintenance Services purchased by Customer and (iii) any computer software provided to Customer in the course PTC's delivery of Training Services.

"Maintenance Services" means the provision of New Releases and, depending on the level of Maintenance Services ordered, may also include telephone support, web-based support tools, and correction of Errors, all as more fully described on Attachment A hereto.

"New Release" means a modified or enhanced version of a Licensed Product that is designated by PTC as a new release of that product and that PTC makes generally available to its Maintenance Services customers.

"Permitted User" means an individual who is authorized by Customer to use the Licensed Products, such use to be solely in accordance with the terms and conditions hereof. Permitted Users are limited to Customer's employees, consultants, subcontractors, suppliers, business partners and customers who (i) are not competitors of PTC or employed by competitors of PTC and (ii) are directly involved in the utilization of the Licensed Products solely in support of Customer's internal product development and information management operations. Customer shall at all times be responsible for its Permitted Users' compliance with this Attachment.

"Product Schedule" means order form as may be submitted by Customer that specifies (i) the Licensed Products and/or Services ordered; and (ii) for Licensed Products, the installation address (including the Designated Country) and the License Term.

"Registered User" means a Permitted User for whom Customer has purchased a License to use a Registered User Product and for whom Customer has issued a password or other unique identifier to enable such individual to use the Registered User Product.

"Registered User Products" means the Licensed Products licensed on a Registered User basis.

"Services" means collectively, Maintenance Services and Training Services.

"Subscription License Fee" or "Usage License Fee" mean a periodic fee payable beginning upon shipment of Licensed Products that are specified in the applicable Product Schedule as being subject to a Subscription License Fee or Usage License Fee and that, only during the period for which the Subscription License Fee or Usage License Fee is paid, entitles Customer to (i) use the Licensed Products pursuant to the applicable License and (ii) if applicable, receive Maintenance Services at the Maintenance Services level specified in the applicable Product Schedule.

"Training Services" means instruction or other training in the use of the Licensed Products.

"Uplift Fee" means a fee based upon the difference between the License fee applicable to installation in the original Designated Country and the License fee applicable to the installation in the Designated Country to which Customer is transferring the Licensed Product.

License to Licensed Products.

License Grant. Contractor grants to Customer a License to install and use the Licensed Products solely for Customer's internal product development and information management operations during the applicable License Term. The License shall be subject to the applicable restrictions in Attachment A, to the other terms and conditions hereof, and to any limitations or other terms and conditions contained in the Product Schedule.

Certain Restrictions on Use Applicable to All Licensed Products. Customer may only install and operate Licensed Products on computer systems and networks situated in the applicable Designated Country. Customer may, from time to time, change the Designated Country in which Customer seeks to install or operate a Licensed Product, provided that (i) in each case Customer shall give prior written notice of any such change, and (ii) upon transferring the Licensed Products to a different Designated Country, Customer shall pay all applicable transfer fees and/or Uplift Fees, as well as any taxes, tariffs or duties that may be payable on such transfer (collectively, the "Relocation Charges"). Only Permitted Users may access or operate the Licensed Products. Customer shall not and shall not permit any third party to:
(i)   modify or create any derivative work of any part of the Licensed Products;
(ii)   rent, lease, or loan the Licensed Products;
(iii)   use the Licensed Products, or permit them to be used, for third-party training, commercial time-sharing or service bureau use;
(iv)   disassemble, decompile, reverse engineer the Licensed Products or otherwise attempt to gain access to its source code;
(v)   sell, license, sublicense, loan, assign, or otherwise transfer (whether by sale, exchange, gift, operation of law, or otherwise) to a third party the Licensed Products, any copy thereof, or any License or other rights thereto, in whole or in part, without prior written consent;
(vi)   alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Licensed Products; and
(vii)   copy or otherwise reproduce the Licensed Products in whole or in part, except as may be required for their installation into computer memory for the purpose of executing the Licensed Products in accordance with this Section 3, and except to make a reasonable number of copies solely for back-up purposes (provided that any such permitted copies shall be the property of Manufacturer and shall reproduce all copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices contained in the original copy.

Additional Restrictions on Use Applicable to Concurrent User Products. Customer may only install and operate Concurrent User Products on the applicable Designated Computers or Designated Networks on computer systems and networks situated in the applicable Designated Country. Only Permitted Users located in the Designated Country may access or operate the Licensed Products. Permitted Users who are not employees of Customer shall use the Concurrent User Products on Customer's site only. The number of Permitted Users accessing or operating a Concurrent User Product at any point in time may not exceed the number of Licenses in effect at such time for that particular Licensed Product. Customer may, from time to time, change the Designated Computer or the Designated Network for a Licensed Product, and/or the location thereof, provided that in each case (a) Customer shall give prior written notice of any such change, and (b) upon transferring the Licensed Products to a different Designated Country, Customer pays all applicable Relocation Charges.

Additional Restrictions on Use Applicable to Registered User Products. Registered User Products may only be used by Registered Users. Customer may add and/or substitute from time to time new Registered Users as long as the aggregate number of Registered Users does not exceed at any point in time the number of Licenses in effect at such time for that particular Licensed Product and, provided further, that if a person who was previously a Registered User returns to Registered User status, a new License fee must be paid.

Additional Restrictions on Use Applicable to Designated Server Products. Customer may only install and operate Designated Server Products on the applicable Designated Server(s) situated in the applicable Designated Country. Customer may, from time to time, change the Designated Server(s) for a Designated Server Product, and/or the location thereof, provided that in each case (a) Customer shall give prior written notice of any such change, and (b) upon transferring the Designated Server Products to a different Designated Country, Customer pays all applicable Relocation Charges.

Third Party Components and Bundled Third Party Products. Certain of the Licensed Products may contain third party software components that are Licensed to Customer by Contractor through the Manufacturer but for which additional terms apply ("Third Party Components"). The current additional terms are set forth in Schedule B. Separately, certain third party software products that Manufacturer may elect to bundle for distribution with the Licensed Products are licensed to Customer directly by the manufacturer of such third party software products ("Bundled Third Party Products"). Such Bundled Third Party Products are also described on the Schedule of Third Party Terms. Customer agrees that its use of Third Party Components and/or Bundled Third Party Products is subject to the terms of the Schedule of Third Party Terms. New Releases containing Third Party Components or Bundled Third Party Products may be subject to additional or different third party terms, of which PTC shall notify the Customer at the time of such New Releases.

Warranty; Disclaimer of Warranties.

Warranty. Contractor warrants to Customer that it is authorized to grant the License(s) and that, subject to Attachment A, for a period of ninety (90) days following initial shipment to Customer or Customer's designee of the computer software described in a Product Schedule (the "Warranty Period"), such computer software will be free from Errors.

Warranty Exceptions. Contractor shall have no warranty obligations hereunder with respect to (i) New Releases (for which the terms of Maintenance Services shall apply), (ii) computer software provided to Customer in the course of delivery of Training Services; (iii) any Error attributable to the use of the Licensed Product in an application or environment for which it was not designed or contemplated, or attributable to modifications of the Licensed Product by anyone other than Contractor, Manufacturer or its employees or agents; and/or (iv) Bundled Third Party Products.

Remedy. Contractor's and its licensors' entire liability and Customer's remedy for any breach of the warranty given in Attachment A shall be, at Contractor's sole discretion, either to (a) replace the Licensed Product(s) or (b) use diligent efforts to repair the Error. Contractor's obligations set forth in the preceding sentence shall apply only if notice of the Error is received within the Warranty Period and Customer supplies such additional information regarding the Error as may be reasonably requested. If Contractor does not replace the applicable Licensed Product(s) and/or does not repair the Error (either by providing a bug fix, a workaround or otherwise) within a reasonable time after notice of the Error and associated information from Customer is received by Contractor through the Manufacturer, Contractor will provide a refund of the license fees paid by Customer for the applicable Licensed Product(s) upon return of such Licensed Product(s) and any copies made thereof.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS ATTACHMENT A, CONTRACTOR DISCLAIMS (AND CUSTOMER WAIVES) ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND/OR ANY WARRANTY THAT CUSTOMER WILL ACHIEVE ANY PARTICULAR RETURN ON INVESTMENT. THE LICENSED PRODUCTS ARE INTENDED TO BE USED BY TRAINED PROFESSIONALS AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT, TESTING, SAFETY AND UTILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY RESULTS OBTAINED FROM USING THE LICENSED PRODUCTS, INCLUDING THE ADEQUACY OF INDEPENDENT TESTING OF RELIABILITY AND ACCURACY OF ANY ITEM DESIGNED USING LICENSED PRODUCTS. Contractor does not warrant that the operation or other use of the Licensed Products will be uninterrupted or error free or will not cause damage or disruption to Customer's data, computers or networks. Contractor disclaims all warranties of any kind, e xpress or implied, with respect to Sun Software, Oracle Software and any Bundled Third Party Products (described in the Schedule B,Third Party Terms), and if any such products are supplied by Contractor through the Manufacturer, they are provided without any warranties except as expressly stated in Section 3.6 hereof.

Maintenance Services

Maintenance Plan; Levels of Maintenance Services. Contractor through the Manufacturer shall provide Maintenance Services in accordance with these terms for a time period of twelve (12) months or for such other period specified in Customer's order (a "Maintenance Plan"). All Maintenance Services are provided subject to Customer's payment for such services. If Customer does not order Maintenance Services to commence on shipment of the Licensed Product(s) and on a continuing basis thereafter, and subsequently wishes to obtain Maintenance Services, Customer must pay (i) the then current fees for Maintenance Services and (ii) the fees for Maintenance Services for any period for which Customer has not purchased Maintenance Services. With respect to Registered User Products, annual Maintenance Services ordered by Customer must cover all Licenses granted to Customer for such Licensed Products. Contractor through the Manufacturer is obligated to provide Maintenance Services only during periods for which Customer has paid the applicable Maintenance fees and only in accordance with the level of Maintenance Services Customer has purchased. The services offered under any Maintenance Plan may change from time to time, and Contractor may cease to offer such maintenance or Maintenance Plans at any time without notice, subject only to the obligation to refund to Customer the unused portion of any previously paid applicable maintenance fee (on a prorated basis).

(a)   Telephone Support. If Customer purchases Maintenance Services at a level that includes telephone support, Customer may utilize Manufacturer's telephone support service to report problems and seek assistance in use of the Licensed Products. The hours during which telephone support will be provided vary depending upon the level of Maintenance Services ordered by Customer. Regardless of the total number of the Licensed Products licensed by Customer. Customer is entitled to telephone support only in direct connection with Licenses that are covered by a Maintenance Plan at a level that includes telephone support.

(b)   Repair of Errors. If Customer's Maintenance Plan includes repair of Errors, Contractor through the Manufacturer shall use diligent efforts to repair Errors or provide workarounds, provided notice of the Error is received during the term of a Maintenance Plan and Customer supplies such additional information regarding the Error as may be reasonably requested.

(c)   New Releases. Contractor through the Manufacturer will provide Customer with one copy of each New Release for each Licensed Product for which Customer is entitled to Maintenance Services at the time the applicable language version of the New Release is made generally available. Outside the scope of this contract, Contractor reserves the right to charge a nominal amount for computer media, shipping and handling with respect to New Releases. Following shipment of the New Release, the previous release shall remain "current" for purposes of this Attachment for a period of ninety (90) days; thereafter only such New Release will be current.

(d)   Exclusions.

(1)   Contractor through the Manufacturer is not obligated to perform investigation and/or repair of Errors (i) found by Manufacturer to be in other than a current, unaltered release of the Licensed Products; (ii) caused by Customer's modification of the Licensed Product or use thereof in combination with software not provided by Contractor or Manufacturer; (iii) caused by improper

or unauthorized use of the Licensed Products; or (iv) due to external causes such as, but not limited to, power failures or electric power surges.

(2) Contractor through the Manufacturer shall only be responsible for responding to problems reported by one of the two (2) technical contacts for Customer's main location (which technical contacts and main location have previously been identified in writing by Customer), and for sending New Releases to the "Central Support Location" designated by Customer in writing. Customer is responsible for the distribution of New Releases to any of Customer's additional locations where Licensed Products are authorized to be used. Customer is responsible for providing in writing the name, address, phone number, fax number, and e-mail address for each of Customer's designated contacts and Customer's Central Support Location.

(3) Contractor through the Manufacturer is not obligated to perform any Maintenance Services with respect to modifications or customizations of the Licensed Products, nor with respect to any developments resulting from Customer's use, development or customization of functionality contained within the Licensed Products, all of which are Customer's sole responsibility.

Third Party Component Terms

Sun Components
The following terms apply to software and documentation provided by Sun Microsystems, Inc. ("Sun") to the extent any Sun software or documentation ("Sun Software") is included in the Licensed Products, including without limitations JavaTM Runtime Environment, Java Naming and Directory InterfaceTM 1.2.1, JavaMailTM 1.2, JavaBeansTM Activation Framework 1.0.1, JavaTM Secure Socket Extension 1.0.2, and JavaTM Software Developers Kit:

Customer may not modify the Java Platform Interface ("JPI", identified as classes contained within the "java" package or any subpackages of the "java" package), by creating additional classes within the JPI or otherwise causing the addition to or modification of the classes in the JPI. In the event that Customer creates an additional class and associated API(s) which (i) extends the functionality of a Java platform and (ii) is exposed to third party software developers for the purpose of developing additional software which involves such additional API, Customer must promptly publish broadly an accurate specification for such API for free use by all developers.
Sun Software is confidential copyrighted information of Sun and title to all copies is retained by Sun and/or its licensors. Sun Software is not designed, licensed or intended for use in the design, construction, operation or maintenance of any nuclear facility and Sun expressly disclaims any implied warranty of fitness for such uses.

SUN SOFTWARE MAY NOT BE FAULT TOLERANT AND WHEN USED IN CONNECTION WITH EQUIPMENT OR SYSTEMS IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, THE FAILURE OF THE LICENSED PRODUCTS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.

Sun disclaims all express or implied conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, except to the extent that these disclaimers are held to be legally invalid. To the extent not prohibited by law, in no event will Sun or its licensors be liable for any lost revenue, profit or data, or for direct, indirect, special, consequential, incidental or punitive damages, however caused and regardless of the theory of liability, arising out of or related to the use of or inability to use Sun Software, even if Sun has been advised of the possibility of such damages.

Oracle Components
The following terms apply to software and documentation provided by Oracle Corporation ("Oracle") to the extent any Oracle software or documentation is included in or with the Licensed Products (the "Oracle Software"): Customer understands and agrees that the Oracle Software may only be used in conjunction with the Licensed Products and that Customer will not modify the Oracle Software or publish the results of any benchmark tests run on the Oracle Software.

Open Source Components
If any open source software is included in the Licensed Products, such open source software is identified in the notices which accompany the Licensed Products. The warranty and support services provided herein apply to such open source software and are provided by Contractor through the Manufacturer alone and not by the original licensor. The original licensor of the open source software provides it on an "as is" basis and without any liability whatsoever to Customer.

Bundled Third Party Product Terms
Certain third party products that are provided with the License Products are provided under a separate license directly from the manufacturer of the applicable third party products ("Bundled Third Party Products"). Customer agrees and acknowledges that, to the extent that any such Bundled Third Party Products are provided with the Licensed Products: (i) such Bundled Third Party Products are provided on an "as-is", pass-through basis, and as such are provided to Customer without warranty, indemnification, support or other representation by Contractor or Manufacturer; (ii) Contractor bears no liability with respect to such Bundled Third Party Products and Maintenance Services for such software will be provided at Contractor or Manufacturer's discretion; and (iii) Customer may be required to purchase new versions of such Bundled Third Party Products as they become available and supported by their respective manufacturer.

Currently the following Bundled Third Party Products are provided by Contractor through the Manufacturer with certain of the Licensed Products as integrated components or as optional applications by separate purchase:

- Adobe® Acrobat® Reader. Customer agrees that any copies of Adobe® Acrobat® Reader it receives from Contractor through the Manufacturer are subject to the terms and conditions of the Adobe® Systems Incorporated Electronic End-User License Agreement for Adobe® Acrobat® Reader included therewith.

- Citrix Systems Presentation Manager and Lakeside Software SysTrack are available as optional applications furnished with certain Arbortext Licensed Products. Customer agrees that any copies of Citrix Systems Presentation Manager and/or of Lakeside Software SysTrack it purchases from Contractor are subject to the terms and conditions of the respective Citrix Systems and Lakeside Software license agreements furnished therewith.

New Releases of Manufacturer Licensed Products may be accompanied by additional Bundled Third Party Products.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

Q-MATIC CORPORATION

Q-MATIC CORPORATION LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Manufacturer" is Q-Matic Corporation.

"Licensee" or "Customer" is the Ordering Activity.

WARRANTIES

Unless otherwise noted, Contractor will provide a six (6) month original warranty per the terms of "EXTENDED LIMITED WARRANTY".

LICENSE REQUIREMENTS

Contractor) agrees to grant to Customer, a license for use of the Software in accordance with the following terms and conditions:
• Local usage of the Software requires that Customer have purchased a one user License,
• The usage of the Software on a single computer network requires that Customer have purchased a Server License,
• The number of users of the Server Software requires that Customer have purchased a corresponding amount of Simultaneous User Licenses,
• The usage of the Software as a client requires that Customer have purchased at least two Simultaneous User Licenses.

LICENSE GRANT

Licensee is hereby granted a limited, non-transferable, non-exclusive right to:
• store;
• load,
• install,
• execute, or
• display, the Software for the sole purpose of running the Software on the equipment in which the Software has been incorporated.

Licensee may not:
• modify, develop, enhance, change, divide or otherwise manipulate the Software;
• decompile or reverse engineer the Software; or
• copy the Software, in whole or in part, other than for archival and back up purposes, provided that no more than one (1) archival copy of the Software is in existence at any time.

OPEN SOURCE LIBRARY LICENSES

The Q-MATIC Suite Software is using software libraries licensed under various open source licenses such as LGPL, CPL and Apache.

A list of those software and the license texts are provided in a library with the installation. The Licensee is granted to use the open sourced libraries, which is included in this installation only under the condition that the Licensee agrees to those licenses.

LIMITED WARRANTY

THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Contractor does not warrant that the functions contained in the software will meet Licensee's requirements, that the operation of the software will be uninterrupted or error free or that the software will inter-operate with other software. However, Contractor warrants the deliverable(s) on which the Software are furnished, to be free from defects in materials and workmanship under normal use for a period of ninety (90) days from the date of delivery.

LIMITATIONS OF REMEDIES

Contractor's liability and Licensee's remedy shall be:
a. The replacement of any deliverable(s) not meeting Contractor´s "Limited Warranty" and which is returned to Contractor, or
b. If Contractor is unable to deliver a replacement deliverable(s) which is free of defects in materials or workmanship, Licensee may return the Software and the license fee will be refunded.

EXTENDED WARRANTY

For the period indicated, Contractor through the Manufacturer will provide the following:

a. Service visits as necessary to maintain proper system functionality. This assumes that Customer personnel, prior to requesting a service call, have checked all power plugs and system connections and attempted repair with guidance from phone support.

b. Contractor through the Manufacturer will be responsible for the replacement of faulty system parts/components via overnight delivery within the continental United States. Due to special handling requirement, shipment of kiosks may take up to four (4) days. Alaska and Hawaii may require extra time. Customer must return faulty units within thirty (30) days. Contractor will pay for the return shipping cost of the faulty parts/components returned within thirty (30) days, by providing an authorized return label. The Customer is to attach the label to the equipment being returned. Outside of the thirty (30) day return period, the Customer will be billed outside the scope of this contract for the return of said faulty parts/components. Contractor does not provide any additional warranties, other than the original manufacturer warranty, for televisions and/or plasma displays. Contractor reserves the right to change the list of third party equipment eligible for coverage at any time.

c. Contractor's technical support personnel are available to the Customer via phone, fax, and e-mail, Monday through Friday 8:30 a.m. to 8:00 p.m. Eastern Time. Customer is offered unlimited telephone consultation and trouble-shooting during these hours plus pager service for emergencies outside the specified time. When submitting problems or questions to the technical support team, the Customer must provide a company name, site number, contact name, telephone number and e-mail address. This information assists the technician in providing the high-quality technical support.

d. During the term of this Extended Warranty, Contractor through the Manufacturer agrees to provide both the labor and the material necessary to repair or replace system parts as necessitated by normal usage. Incidents of damage or loss resulting from misuse or perils such as fire, theft, water damage, lightning acts, earthquakes, damage resulting from improper use, or other events outside the control of Contractor are not covered. Any damage or malfunction caused by the use of non-Q-MATIC supplies, unauthorized or incompatible parts, components, or modifications to the system will cause this Extended Warranty to become null and void.

e. Contractor through the Manufacturer will be responsible for repairing existing system software should any bugs and/or glitches occur in the software. Operating system upgrades, software upgrades or modifications (see Appendix A) are not included in the Extended Warranty but may be purchased for an additional charge. Contractor must be notified before any changes/upgrades are made to the operating system. Upgrades constitute a change of software version, adding additional users and/or adding additional features.

f. Contractor's liability under this provision is limited to the repair or replacement of the Q-MATIC product whichever is appropriate.

g. Service calls under this Extended Warranty will be made during normal business hours. All service repairs performed under this Extended Warranty will be guaranteed for a period of thirty (30) days.
This Extended Warranty shall be offered prior to the expiration date and effective for one (1) year (365 consecutive days).

h. Customer confirms that the equipment covered by the warranty is presently in use, or could be in use, and is in good working order.

i. In the event the previous period of Warranty or Extended Warranty coverage has been allowed to lapse, Customer, outside the scope of this contract, will be required to pay an additional 15% discontinuity fee, or Customer may choose to have Customer's new Extended Warranty coverage backdated to the expiration date of Customer's previous coverage.

APPENDIX A

MODIFICATIONS

Category and Button name changes Priority changes,

Management screen changes
Report design changes
Workstation script changes
Script changes to include:

Ticket Text, Calendar Text, Q-NET Script, Display Text, Web Text, Card Reader Script, E-Mail Text, Staff Text, System Database Script, Pager Text, Alarm Text, Category Script, Video Text, Voice Text, Multi-Interface Script, Button Script and Information Display Text

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

QUALYS

QUALYS LICENSE, WARRANTY AND SUPPORT TERMS

Definitions.

"Service" shall mean a for a subscription to the QualysGuard service for a definite period of time.
"End-User" or "Customer shall mean the Ordering Activity.
"Manufacturer" shall mean Qualys, Inc.

Service Description. End-User will be entitled to use the Service in accordance with the terms herein. The Service will permit End-User, on a schedule determined by End-User, to scan the IP addresses and domain names identified by End-User to Contractor through the Manufacturer for those vulnerabilities contained within the Service's vulnerability database. Contractor through the Manufacturer will automatically provide End-User with the results of such scans, including reports summarizing findings regarding the IP addresses and/or domain names identified by End-User for scanning (the "Reports"). End-User must provide notification, using the Service interface, of any changes in the IP addresses and/or domain names submitted for scanning. End-User also must provide notification in writing if End-User desires to increase the number of IP addresses or domain names to be tested under the Service. Pursuant to Section 7, any increase in the number of IP addresses and/or domain names covered by the Service may require the payment of additional fees. If End-User allocates IP address to devices by the Dynamic Host Configuration Protocol ("DHCP"), End-User may submit a range (or ranges) of IP addresses for scanning, provided that End-User will not be entitled to use the Service to scan a number of devices greater than the number covered by End-User's subscription. Any such attempts to scan a greater number of devices will result in an error message and a prompt to upgrade to an appropriate subscription level.

User Name and Password. End- User will be registered and receive a user name and password for the Service. The Manufacturer generates End-User's password in encrypted form and only End-User has access to it. End-User will be responsible for keeping End-User's user name and password confidential. End-User shall provide notification to Contractor or the Manufacturer immediately upon learning of any unauthorized use of End-User's user name or password. Until such time as End-User provides notification of any unauthorized use of End-User's user name or password, End-User will be responsible for all activities and charges incurred through the use of End-User's user name and password, and will indemnify and hold harmless Contractor for any claims, liability, damages, losses and costs to the extent resulting from such use.

API. End-User may choose to have access to the Service through Manufacturer' proprietary API (the "API") by paying a non-refundable annual API Maintenance Fee, if applicable. If End-User chooses the API option, during the period for which End-User has paid the applicable API Maintenance Fee, Contractor through the Manufacturers will provide End-User with the API, through which End-User may access and query the Service and receive raw data generated from scans of End-User's IP addresses (the "Scan Data"). If the API option is selected, Contractor hereby grants End-User a nonexclusive, nontransferable, and revocable license to (i) access and process the Scan Data via the API for the purpose of generating Reports based on the Scan Data and (ii) use and reproduce such Reports solely for internal business purposes and solely for the purpose of vulnerability assessment with regard to the relevant IP address.

Card Programs. At End-User's request and upon payment of relevant fees, Contractor through the Manufacturer will provide End-User, as part of the Service, a customized version of the Reports containing information designed to meet the criteria of a Manufacturer-supported payment card compliance program such as, by way of example, the Payment Card Industry (PCI) Data Security Standard (each a "Card Program"). In certain circumstances, Contractor through the Manufacturer may also provide individualized assistance to End-User to facilitate a determination regarding End-User's compliance with a Card Program. Contractor through the Manufacturer provides the Service in connection with Card Programs, including any customized Reports and individualized assistance, solely as a tool to enable End-User to evaluate its compliance with such Card Programs. End-User acknowledges and agrees that third party payment card organizations, and not Contractor or the Manufacturer, establish the security criteria and other terms and conditions of the Card Programs ("Criteria").

Grant of Rights. Subject to End-User's payment of any applicable fees and End-User's compliance with the terms and conditions herein, Contractor grants End-User a non-exclusive, non-transferable right to access the Service's user interface and to reproduce solely for End-User's own internal business purposes only such vulnerability test results as set forth in the Reports.

Hardware. Manufacturer's hardware products, including the QualysGuard Intranet Scanner appliance delivered to End-User under this Attachment ("Hardware") are provided to End-User under a subscription on an annual basis, during the term of the relevant subscription. End-User acknowledges that not all Service subscriptions include Hardware. (a) Contractor through the Manufacturer will select the carrier for delivery and bear the cost of shipment, insurance and duties for delivery of the Hardware to the location designated by End-User. Notwithstanding the foregoing, Contractor will not be liable for damage or penalty for delay in delivery. (b) Subject to the Hardware warranty in Attachment A, End-User assumes all risk of loss and shall pay for all cost of repair, replacement, or refurbishment caused by accident, misuse, abuse, neglect, or End-User's other failure to install, use and maintain the Hardware in accordance with the applicable documentation and specifications. Subject to the terms and conditions herein, Contractor and its suppliers grant End-User a limited, non-exclusive, non-transferable, non-sublicenseable license to use the software embedded in the Hardware in executable code form only, during the term of the relevant subscription, solely as necessary to operate the Hardware in connection with the Service. (c) Notwithstanding anything to the contrary herein, Manufacturer will at all times retain title to the Hardware. End-User may retain and use Hardware during any subscription renewal term, provided that End-User pays the applicable subscription and/or lease fee for such renewal term. Upon termination or expiration (including non-renewal) of End-User's subscription, End-User will return all Hardware provided under this Attachment within ten (10) days of

such expiration or termination, in substantially the same condition in which it was delivered to End-User. End-User will pay all return transportation and delivery costs.

Restrictions. Except as expressly provided in this Attachment, the rights granted to End-User herein are subject to the following restrictions, and End-User hereby covenants as follows: (a) End-User may use the Service and the Hardware only to scan IP addresses and/or map domain names owned by and registered to End-User, or for which End-User otherwise has the full right, power, and authority to consent to have the Service scan and/or map. End-User may not rent, lease, or loan the Service, or any part thereof. End-User may not permit third parties to benefit from the use or functionality of the Service via timesharing, service bureau arrangements or otherwise. (b) While there is no software transfer necessary to End-User to effectuate the Service, End-User agrees not to reverse engineer, decompile, or disassemble any software that is embedded in or related to the Hardware or that provides the Service, or otherwise attempt to derive the processes by which the Service is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law. (c) End-User may not use the Service or the Hardware except for the limited purpose of vulnerability management with regard to the IP addresses for which End-User has purchased a subscription package. (d) End-User may not make any alteration, addition or modification to the Hardware; open, disassemble or tamper with the Hardware in any fashion; or transfer possession of the Hardware to any third party.

Identification of IP Addresses. (a) Because of the sensitive nature of performing security checks on IP addresses, End-User represents and warrants that End-User has full right, power, and authority to consent to have the Service test for vulnerabilities ("scan") the IP addresses and/or domain names identified for scanning, whether electronically or by any other means, whether at the time of initial Registration or thereafter. (b) End-User also acknowledges and agrees that the scanning of such IP addresses and/or domain names may expose vulnerabilities and in some circumstances could result in the disruption of services at such site(s). Certain optional features of the Service, including exploitive scans, involve substantial risk of Denial of Service (DOS) attacks, loss of service, hardware failure and loss or corruption of data. Consequently, End-User agrees that it is End-User's responsibility to perform backups of all data contained in or available through the devices connected to End-User's IP addresses and/or domain names prior to invoking the use of the Service. End-User further assumes the risk for all damages, losses and expenses resulting from use of the Service.

Limited Hardware Warranty. (a) Contractor warrants that, for the duration of a subscription under which Hardware is leased hereunder (the "Warranty Period"), such Hardware, when operated by End-User in accordance with the applicable documentation and specifications, will function without Error. For purposes of this Warranty, an "Error" is a reproducible operational error that causes the Hardware to operate at material variance from its then-current specifications. End-User's remedy for breach of this warranty is to provide notification of the Error in writing during the Warranty Period, whereupon Contractor, will at its election, either: (i) repair or replace the Hardware such that it operates without Error; or (ii) accept return of the Hardware and refund to End-User the a pro-rata portion of fees paid for such Hardware. Any error correction provided to End-User will not extend the original Warranty Period. This sets forth End-User's remedy and Contractor's' entire liability to End-User for any Error or other malfunction in the Hardware. (b) Except as expressly provided herein, and to the maximum extent permitted by applicable law, the Hardware, Service, Reports and API are provided "AS IS," and Contractor expressly disclaims all warranties and conditions, whether express, implied or statutory, including but not limited to all implied or statutory warranties of merchantability, fitness for a particular purpose, title, QUALITY, ACCURACY and noninfringement of third party rights. Without limitation to the foregoing, Contractor makes no warranty that the Hardware, Service, Reports or API will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access. Nor does Contractor guarantee that the Hardware or Service will detect every vulnerability to End-User's network. Contractor does not warrant that the Service or the Reports meet the Criteria of any Card Program; nor should End-User rely on a "Pass" designation in a Report or the statements of Contractor personnel regarding a Card Program as an indication that End-User's network is secure. (c) No person or company may alter this disclaimer of warranties.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

RADWARE

RADWARE LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE. Subject to the terms and conditions of this Attachment A, Contractor hereby grants ORDERING ACTIVITY (herein also referred to as "YOU" or "YOUR") a limited, nontransferable and nonexclusive license, subject to the restrictions set forth below, to use one copy of the PROGRAM, in object code, solely for internal use and for the purpose of managing Radware devices (the "Radware Devices") owned or controlled by YOU. In order to download the PROGRAM you must enter your Radware Device serial number. The Radware Device serial number is considered confidential and proprietary information of Radware and may not be disclosed or transferred to any other party.

NO COPYING AND REVERSE ENGINEERING. YOU agree that you will not: (a) copy, modify, create any derivative work of, or include in any other products the PROGRAM or any portion thereof; or (b) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization) from the PROGRAM; or (c) remove any copyright notices, identification or any other proprietary notices from the PROGRAM.
Disclaimer of Warranty

DISCLAIMER OF WARRANTY. THE PROGRAM AND RELATED DOCUMENTATION ARE PROVIDED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THIRD PARTY RIGHTS. The PROGRAM includes software portions developed and owned by third parties (the "Third Party Software"). Third Party licensors and suppliers retain all right, title and interest in Third Party Software and all copies thereof, including all copyright and other intellectual property. YOU agree and undertake not to (a) copy the PROGRAM or any Third Party Software onto any public or distributed network; (b) use any Third Party Software to operate in or as a time-sharing, outsourcing, service bureau, application service provider, or managed service provider environment; (c) use the Third Party Software as a general SQL server, as a standalone application or with applications other than the Radware Devices under this License; (d) change any proprietary notices which appear in the Third Party Software; or (e) modify the Third Party Software. Copies of the Third Party Software may be made solely for backup and archival purposes.

DEFINITIONS
The term "Customer" means Ordering Activity.
The term "Manufacturer" or "Radware" means Radware, Inc.

STANDARD WARRANTY
Radware's hardware products are warranted by Contractor against defects in material and workmanship, for a period of one year from date of shipment. During the warranty period, Contractor will replace or repair products with hardware that prove to be defective. During the warranty period, Contractor through the Manufacturer will provide software releases with corrective code - maintenance releases - at no extra charge. Any corrective hardware upgrades are also included. For warranty service or repair, the product must be returned to a service facility designated by the Manufacturer. Customer shall pre-pay shipping charges to Manufacturer and Contractor shall cover shipping charges in returning the product to the Customer. Contractor through the Manufacturer offers an extended hardware agreement to cover products after the first year, as well as software warranty, packaged as part of the Certainty Support Program.

TECHNICAL SUPPORT
Contractor through the Manufacturer offers technical support for all products through the Certainty Support Program. Each level of the Certainty support program consists of 5 elements:
– Phone support.
– Knowledge Base access – On-site support.
– Software updates.
– Hardware maintenance.

All of the above are combined into a single support package. Each level of the program adds incremental value to the support package. Support is on a per unit basis.

The following is the support packages available under the Certainty Support program:
Certainty Support Level 1 provides business day access to the Technical Support Center services and technical documentation, either via the Web, email or direct phone support. New releases of software, including new features and maintenance releases, are available for units covered under the Certainty Support program. In addition, for units covered under Certainty Support Level 1, the standard hardware warranty is extended after the expiration of the initial term.
- Certainty Support Level 2: Expands access to the Technical Support Center to 24 hours a day, 7 days a week and 365 days per year.
- Certainty Support Level 3: Adds next business day replacement of failed hardware.
- Certainty Support Level 4: Adds next business day on-site support from Radware Engineering. Please see geographical coverage table for exceptions.
- Certainty Support Level 5: Offers two options, onsite technician support within 4 hours (only available in certain areas) or a spare unit located onsite.

Certainty Support Levels

Program		Description		
	Phone Support	Software	Hardware	On-Site Support
Certainty Support Level 1	5 x 8	Features & Maintenance Releases	Standard Warranty 1	No
Certainty Support Level 2	24 x 7	Features & Maintenance Releases	Standard Warranty 1	No
Certainty Support Level 3	24 x 7	Features & Maintenance Releases	Next Business Day Replacement 2	No
Certainty Support Level 4	24 x 7	Features & Maintenance Releases	Next Business Day Replacement 2	Next Business Day Radware Certified Engineer 5
Certainty Support Level 5	24 x 7	Features & Maintenance Releases	Next Business Day Replacement 2.4	4 Hour Or Spare On-site Unit 3rd On Party Site4 Tech 3

Notes:
- Note 1: The Standard Hardware Warranty is extended beyond the initial term for all units covered in the program.
- Note 2: The Standard Hardware Warranty is extended beyond the initial term and upgraded to provide for next business day unit replacement for all units covered in the program. Availability is location dependent.
- Note 3: Availability is location dependent.
- Note 4: Requires the purchase of at least 4 similar units with Certainty Level 5. Similar units are the same product with a common hardware configuration (platform & port configuration). FireProof & LinkProof can be considered a common product. For Countries where CL3 is not available, Unit Replacement is provided, but on-site delivery is not guaranteed for one business day.
- Note 5: In Japan, when purchasing Certainty Level 4 the on-site Radware certified engineer option is not available. Instead – unit replacement is provided within 4 hours in selected areas.

Geographic Coverage
The Certainty Support program is available globally; however, the availability of specific support packages varies by country.

Phone Support
Customers are provided with a direct dial (toll free in most cases) number to contact Radware's technical support centers located in Dallas, TX, New Delhi, India, and Tel Aviv, Israel. For Certainty Support Level 1, phone support is available Monday – Friday, excluding holidays, from 9:00 AM – 5:00 PM in the Customers' local time zone. For Certainty Support Levels 2 – 5, phone support is available on a 24x7 basis. In the event that Customers do not immediately reach a technical support center engineer, they can leave a message and expect a call back within a period of 30 minutes.

Additionally, Customers can contact Radware technical support via email at support@radware.com or through the customer support section of Radware's Web site. Response time for email cases is within one business day.

To hasten the process of problem resolution, Radware recommends that products be registered at the time of installation so that all necessary information is available to Radware's Technical Support. Products can be registered through the customer support section available at www.radware.com.

Case Opening Guidelines
Case Opening Guidelines can be found in the customer support section of the Radware website. These guidelines describe the technical information that should be collected and prepared before contacting the technical support centers in order to minimize the time it takes to provide a solution.

RMA Approval Procedure
RMA Approval Procedures can also be found in the customer support section of the Radware website. This section explains the step-by-step procedures that must be carried out before requesting an RMA from Technical Support.

On-Site Support
Next Business Day on-site support by Radware Certified engineers is available to Customers purchasing Certainty Support Level 4. The Customer must first call the toll free number for technical support and open a case. Technical support will attempt to diagnose, troubleshoot and resolve the problem remotely. If remote support is not sufficient to resolve the problem, a Radware Certified engineer can be dispatched to the Customer site at no charge to the Customer. For Customers purchasing Certainty Support Level 5 with the on-site technician option, the

same procedure and conditions apply; however, the additional option of dispatching a third party technician within 4 hours, instead of a Radware Certified Engineer, is also available.

Hardware

Certainty Support Level 1 and Level 2 provide for repair or replacement of failed hardware through an RMA process. The customer must first open a case with Technical Support. Technical Support will attempt to diagnose, troubleshoot and resolve the problem. If it is determined that hardware repair or replacement is required, an RMA approval with an RMA number will be issued. The Customer must first send the unit to the Radware designated repair center. Radware will then analyze the unit, repairing it if possible. If the unit cannot be repaired, a replacement unit will be sent to the Customer. The Customer will be notified of the status of the received unit within 5 business days of receipt.

In some geographical regions once an RMA is approved by Technical Support the Customer will receive an e-mail notification about the RMA which includes a URL. The customer needs to follow the URL and fill in all the RMA details (address, contact, etc.) and submit the form.

Certainty Support Level 3 - 5 customer follows the same process. However, once the RMA approval is issued, a replacement will be shipped for arrival within the timeframe indicated. The Customer must then send the failed unit to Radware within five (5) business days via the return process defined by Radware technical support. If the failed unit is not returned to Radware, outside the scope of this Contract, the Customer will be invoiced for the full amount of the replacement unit.

Spare Unit On-Site Option

Certainty Support Level 5 includes an option for a spare unit to be located at the Customer site. In order to take advantage of this option, at least 4 similar units at a common location must be covered under Certainty Support Level 5. Similar units are defined as units belonging to the same product family (WSD, FireProof, LinkProof, or CSD) and having the same hardware configuration (platform & port configuration). For this option, FireProof and LinkProof can be considered the same product family.

Radware will provide a single spare unit for all sites at which at least 4 similar units are covered by Certainty Support Level 5. This unit will be located at the customer site, but remain Radware property and cannot be used for production traffic until authorized by Radware Support. Radware Technical Support will provide this authorization only after a case is opened with technical support and the problem is diagnosed as a hardware problem.

Escalation Process

Radware Technical support consists of 4 Tiers of support all staffed by Radware Engineers. Tier I & II, centralized in Radware's Technical Support Centers in Dallas, TX, New Delhi, India, and Tel Aviv, Israel are the initial point of contact and addresses over 90% of customer inquiries. These range from product capability questions through complex design and configuration issues.

Tier III support is provided by Radware's globally deployed Systems Engineering Team. The local Systems Engineers provide on-site support services when required and are available as an escalation point for the Tier I & II team.

Tier IV support handles all product related issues that require advanced testing or possible resolution by development. In addition to a direct interface to Radware development, Tier IV has access to Radware's Test & Integration Lab for problem replication and testing.

Cases are escalated by the technical support staff based on problem severity and complexity. In addition, customers can request a technical escalation at any time if the rate of progress is not to their satisfaction. The Support Center Manager is available 24 hours a day, 7 days a week and 365 days a year to address your escalation needs. The manager can be reached at 972-607-4020, You may have to leave a message but the manager will receive your message within a 30 minutes.

Implementation Support

For those customers that lack the time or are looking for an extra level of assurance when deploying an IAS solution, Radware offers the support of our dedicated engineering staff. These highly trained IAS experts will work with the customer staff with total focus on the successful deployment of the solution. Implementation Support is offered on a fixed price basis through our Implementation Service or on a Time & Expense basis for specific pre-negotiated projects or support.

Implementation Services

Requirements & Solution Review: A Radware Engineer will contact the customer prior to arriving on-site to ensure that the overall solution planned for deployment has been fully assured. This review includes a discussion of the requirements, review of the product(s) planned for deployment, discussion and agreement on the load balancing mechanisms, health checking mechanisms, and traffic redirection approach. In addition the proposed logical addressing for integration of the product will be reviewed.

Quick Start Training: Upon arriving on site, the Radware Engineer will first provide a step-by-step hands-on walkthrough of the Radware product, using both Certainty Insite and the Command Line Interface. The Engineer will identify how to configure key features and interpret key statistics and diagnostics.

Solution Implementation: The Radware Engineer will then configure the unit(s) according to the agreed upon plan, guiding the customer through the entire process. Once the units are configured and activated in the customer environment, the Radware Engineer will support the customer during any planned application, load or failover / recovery testing.

The Implementation Service includes one day of on-site support and configuration support for up to 4 units per site. For more complex implementations, please contact Radware for a Professional Services quote

Security Update Service

Radware's Certainty OS Architecture provides a comprehensive set of application aware services to guarantee the full operation of all mission critical applications throughout your site. Combining 5 key services: Advanced Health Monitoring, Traffic Redirection, Bandwidth Management,

Intrusion Prevention and DoS Protection, Certainty OS addresses all application needs across network layers 4-7, extending full availability, the highest performance, maximum resource utilization and complete security for reliable and effective enterprise operations. Radware's Security Update Service delivers protection against the latest exploits and vulnerabilities for both the Intrusion Prevention and DoS Protection. Certainty OS modules are available on a one year or multi-year subscription basis.

Intrusion Prevention
The SynApps Intrusion Prevention module automatically secures applications network resources from over 1000 malicious attack signatures and viruses including as Code Red, Nimda, Buffer Over Flow (BOF), exploits and vulnerabilities, Trojans, misconfigurations, default installations and port scanning.

By continuously monitoring all network traffic at Gigabit speeds, Intrusion Prevention detects and prevents attacks in real time, immediately terminating suspicious sessions to completely safeguarding enterprise operations from hacking. All suspect traffic is monitored and reported, enabling network administrators to take proactive measures against potential intruders.

DoS Protection
The SynApps DoS Protection identifies and blocks debilitating Denial of Service attacks, protecting the network from service failures and downtime. Coupling multi-gigabit throughput speeds with an advanced sampling algorithm, the DoS protection module automatically detects abnormal service requests and thwarts DoS attacks before they undermine network operations for complete security and business continuity.

Security Update Service
The Security Update Service consists of the following key service elements which are further described below:

> Periodic Updates to the signature files, generally on a weekly basis, with automatic distribution through Certainty Insite or on-demand distribution via Radware's website.

> Rapid Response to high impact security events through Emergency Updates.

> Custom Filters for environment specific threats or newly discovered threats reported to the Radware Security Operations Center.

Security Operations Center

Radware's Security Operations Center (SOC) is an integral element of the service offering and is a geographically distributed center. Security Specialists within Radware's Technical Support Centers monitor Internet activity and provide the first line of defense. They report incidents to Radware's R&D Security team, which provides the core security development functions. The Security Operations Center provides the following key functions in support of the Security Update Service:

Vulnerability and Exploit Detection
The first step in mitigating a threat is the detection of a new vulnerability or exploit. Radware's Security Operations Center employs a number of methods to monitor Internet activity and detect these threats. The methods include network "Honeypots", probes, reports of new vulnerabilities to Radware's Security Forum, and to Radware's Security Hotline, tracking of Vendor reported vulnerabilities, and the monitoring of industry resources such as Security related websites, mailing lists, and security related news forums.

Security Risk Assessment
After the detection of a new threat, Radware employs a thorough Risk Assessment methodology to determine the potential impact of the threat and the appropriate threat mitigation strategy. All threats are rated to determine the relevance to Radware's customers, impact of the threat relative to the spread rate and specific systems and network elements targeted, and the viability of developing a filter to protect against the threat. These factors are used to calculate a threat rating, which determines whether a filter can be developed and in what timeframe it will be released.

Threat Mitigation
Once the decision is made to develop a new filter, Radware's R&D Security team finalizes the research on the threat, including analyzing the exploit code or vulnerability. This data is used to develop a filter and thoroughly test the filter to ensure that the needed level of protection is provided. The threat and new filter is then documented and distributed to customers.

Security Update Distribution
The Security Update Service provides for periodic updates to signature files, rapid response to high impact security events, and the development and distribution of custom filters.

Periodic Updates
Periodic Updates are typically available on a weekly basis and include all new filters, including those previously released as an Emergency Update. Customers that have registered through Radware's website will be automatically notified of the new update signature file via a notification function within Certainty Insite. The signature file can be downloaded and distributed to all product units with an active Security

Update Service Agreement
Customer's not using Certainty Insite can access the Security Zone in the support section of Radware's website and check for the availability of new signature files. The files can then be loaded directly to Radware products through Web Based Management or through the Command Line Interface (CLI).

Emergency Updates

For those cases where an immediate response is deemed necessary, Radware will issue an emergency signature file update. Customers that have registered will be notified via email once the emergency update is available. The file download and update can be initiated in the same manner as the Periodic Update.

Custom Filters

The Security Update Service also allows customers to contact Radware to report environment specific threats or newly discovered threats and to request filters to mitigate the threat. The threat will be assessed using the methodology previously described and for those threats for which a filter is appropriate. Radware will either issue an Emergency Update to all customers or provide a custom filter specifically to the customer reporting the threat. Custom filters will subsequently be analyzed and incorporate into the periodic updates when appropriate.

Radware's Security Update Service, which delivers protection against the latest exploits and vulnerabilities, coupled with Radware's SynApps Intrusion Prevention and Dos Protection modules, and high-performance Application Switch Platforms, provides maximum protection from application level threats and ensures continued security, performance and availability of mission critical applications.

Product and Software Upgrade

The latest versions of Radware products introduce a new licensing mechanism that allows functionality upgrades without the need to change eproms or upgrade software.

The Licenses are only required when upgrading unit functionality and are not required when upgrading the software on the units. Software upgrades are described later in this section. A complete description of the Licensing options is provided in the "Radware Licensing Model" document available on www.radware.com.

Ordering Product Upgrades

The following information must be included on the Purchase Order for each unit when ordering upgrades.
•   Requested Upgrade as per the above Table
•   License Code
•   Base MAC Address
•   License ID

The License information and Base MAC Address can be obtained from the unit through Certainty Insite (Device Menu: License Upgrade) or through the CLI "license get" command.

Product Downgrades / Returns

The above information must also be provided when requesting a downgrade. Radware will generate a new License Code based on the provided information. In order to complete the downgrade, the new License Code must be entered into the unit and the subsequent License ID provided to Radware. All prior License Codes for the unit become obsolete once a new License Code is entered into the unit. The new License ID must be validated by Radware before a credit can be issued for the downgrade.

Software Upgrades

Software Upgrades are available for units that are covered by the Certainty Support Program and for units that are covered by Radware's Standard Warranty.

However, the entitlement differs as follows:
Units covered by the Certainty Support Program and units that are within the Warranty Period are both entitled to Maintenance Releases. Maintenance Releases are periodically provided by Radware to address reported problems and may add minor enhancements to existing features. Maintenance Releases are identified by a change in the third number in the software version. As an example, WSD version 8.10.01 is the first maintenance release for the major release 8.10.

Only units covered by the Certainty Support Program are entitled to Feature Releases.

Feature Releases add major new capabilities to the software. Feature Releases are identified by a change to the first or second numbers in the software version. As an example, WSD version 8.11 is considered a minor Feature Release. WSD version 8.20 is considered a major Feature Release.
Obtaining Software

Both Maintenance and Feature Releases can be obtained through Radware's web site at www.radware.com. Units can be upgraded to a new maintenance release without a new password. Although the administrator will be prompted for a password, the password check is not enforced when upgrading to a new maintenance release. It is not necessary to contact Radware Technical Support when doing a maintenance upgrade.

For Feature Releases, Radware Technical Support must be contacted prior to executing the upgrade in order for Radware to generate the required password. Radware Technical Support will require the following information:
•   Planned Software Version
•   Base MAC Address of the Unit

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

SAVI TECHNOLOGY

SAVI TECHNOLOGY LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Customer" shall mean Ordering Activity.

"Manufacturer" shall mean Savi Technology, Inc.

"Configuration Limitations" shall mean with respect to any Software licensed to Customer under this Attachment, the particular limitations on the configurations in which the Software may be installed or used, including, without limitation, any site or location limitations as specified in Exhibit A.

"Documentation" shall mean such manuals, documentation and other supporting materials related to the Software and Hardware as are currently maintained by Manufacturer and generally provided to its customers. Documentation is considered part of the related Software or Hardware, as applicable.

"Embedded Software" shall have the meaning set forth in Attachment A.

"Hardware" shall mean Savi's proprietary hardware products as identified in Exhibit B of this Attachment A, and all related Documentation.

"Intellectual Property Rights" shall mean patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

"Software" shall mean the executable code versions of Manufacturer's proprietary software product(s) described in Exhibit A and provided to Customer. Software includes the applicable Documentation, as well as any bug fixes, updates or enhancements to the Software that may be provided to Customer by Contractor. Software specifically excludes Embedded Software and any Third Party Software.

"Support Services" shall mean the support efforts provided by Contractor through the Manufacturer during the Support Services Term in response to Customer requests for assistance in the support and/or maintenance of the Software or Hardware.

"Support Services Term" shall mean the period beginning from the Effective Date and terminating on the one (1) year anniversary of the Effective Date.

"Third Party Hardware" shall mean any hardware provided by Contractor to Customer pursuant to this Attachment that is not proprietary to Manufacturer.

"Third Party Software" shall mean any software with which Software interacts and that is not proprietary to Manufacturer.

SOFTWARE LICENSE AND MAINTENANCE SERVICES

Software License Grant. Contractor hereby grants to Customer a non-exclusive, non transferable, limited-term license to use the Software during the term of this contract, solely for the Project Purpose and subject to the Configuration Limitations.

Limited Rights and Non-disclosure. Customer's rights in the Software are limited to those expressly granted in this Section. Manufacturer and its licensors reserve all rights and licenses in the Software not expressly granted to Customer herein. Manufacturer to do so. Customer shall not use the Software to provide service bureau, time-sharing, rental or other computer services to third parties, or otherwise provide third parties with access to the Software. Customer acknowledges that portions of the Software, including, without limitation, the source code and the specific design and structure of the individual modules or programs, constitute trade secrets of Manufacturer and its licensors. Accordingly, Customer shall not disassemble, decompile, reverse engineer, attempt to reconstruct or discover any source code, data models, underlying ideas, algorithms, file formats or files contained in or generated by the Software by any means whatsoever (except to the extent that such a prohibition would violate applicable law). Customer may not copy, modify or create derivative works of the Software, in whole or in part, nor permit or authorize any third party to do so. Customer may not remove, amend, deface or modify any program markings or any notice of Manufacturer's proprietary rights appearing in the Software as delivered to Customer.

Proprietary Rights. Manufacturer exclusively owns and retains all right, title and interest in and to the Software, and all Intellectual Property Rights therein.

HARDWARE

Hardware Products. For Hardware purchased from Contractor, ownership of Hardware (except as to any Software or Embedded Software residing on the Hardware) shall vest in Customer upon full payment of Hardware product fees.

Embedded Software. Customer acknowledges and agrees that Contractor through the Manufacturer licenses and does not sell any of the software or firmware that is embedded into or incorporated within the Hardware (collectively, "Embedded Software"). Accordingly, to the extent that any Hardware provided to Customer hereunder includes or contains any Embedded Software, Customer is deemed to be granted a non-exclusive, non-transferable license to use the Embedded Software, solely in conjunction with the Hardware in which it is embedded.

Restrictions. Customer acknowledges and agrees that portions of the Embedded Software, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute trade secrets of Manufacturer and its licensors. Accordingly, Customer shall not disassemble, reverse engineer, copy or modify the Embedded Software, in whole or in part, nor permit or authorize any third party to do so (except to the extent that such a prohibition would violate applicable law). In addition, Customer shall not disassemble, reverse engineer, copy or modify the Hardware, in whole or in part, nor permit or authorize any third party to do so (except to the extent that such a prohibition would violate applicable law). Customer shall not remove, amend, obscure or modify any product markings or any indication of Manufacturer's proprietary rights appearing on the Hardware as delivered to Customer.

LIMITED WARRANTY AND INDEMNIFICATION

Software Limited Warranty. Contractor warrants solely to Customer that for a period of ninety (90) days from the date the Software is delivered to Customer, the unmodified Software, if operated as directed, will materially conform to the Documentation for the applicable Software. Contractor does not warrant, however, that use of the Software will be uninterrupted or that the operation of the Software will be error-free. Contractor's obligation and Customer's remedy for any breach of this warranty shall be to repair or replace the defective media or Software.

Hardware Limited Warranty. Contractor warrants solely to Customer that for a period of one (1) year from delivery, the Hardware will be free from defects in workmanship and materials, and operate in conformity with any specification provided. This warranty will not apply to Third Party Hardware, but Contractor will pass on to Customer any warranty received from such third party. The foregoing warranty does not apply to any Hardware which has been damaged by accident, shipment, handling or misuse, or that malfunctions due to alterations, repairs or installation performed other than by Contractor or the Manufacturer. Customer shall provide written notice of any Hardware it believes is defective and return it to Manufacturer at Customer's cost for evaluation by Manufacturer. Contractor's obligation and Customer's remedy for any breach of this warranty shall be to repair or replace the defective product.

Service Warranty. Contractor warrants solely to Customer that the Services to be provided shall be of professional quality conforming to generally accepted industry standards and will be performed with due skill and care. Contractor's sole obligation and Customer's remedy for any breach of this warranty shall be to re-perform the defective Services.

Express Disclaimer. THE FOREGOING WARRANTIES ARE LIMITED WARRANTIES, ARE NOT TRANSFERABLE, AND ARE THE ONLY WARRANTIES MADE BY CONTRACTOR. CONTRACTOR MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

EXHIBIT A
SOFTWARE, CONFIGURATION LIMITATIONS, AND OTHER TERMS

All software shall be licensed and priced for use on a single computer or for use on any computer at a particular site.

The license shall be in the name of the U.S. Government.

The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license) unless a Trial license is purchased in which case, the license will be limited to the time specified in the order.

Software and Software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

The license shall apply to any software changes or new releases.

The U.S. Government owns the magnetic or other physical media, if any, on which the Software is originally or subsequently recorded or fixed, but the Contractor and its subcontractors retain ownership of the Software recorded on the original disk(s) and all subsequent copies of the Software, regardless of the form or media. This LICENSE is not a sale of the original Software or any copy.

The software will be used for Government purposes only. The Government may disclose the Software to Government contractors and their subcontractors, provided such contractors and subcontractors are required to use the Software in accordance with the Contractor's commercial products license solely for the purpose of supporting the Government contract under which they are performing.

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

SECURELOGIX CORPORATION

SECURELOGIX LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

The term "Product(s)" shall mean Contractor's hardware products (including any software contained therein), separately provided software products, documentation, equipment and items and the services ("Services") described on Contractor's price list from time to time (the "Price List"). The Product(s) and the Contractor software and documentation, whether integral to the Product(s) or furnished on a standalone basis are subject to the licensing provisions contained herein.

SCOPE OF LICENSE FOR CUSTOMER'S USE OF PRODUCT(S)

a. Subject to the provisions of this Attachment, upon the payment of any applicable fee(s), Contractor grants to Ordering Activity a nonexclusive, non-transferable license to use the Product(s) including any future versions, improvements, updates or enhancements that Contractor may supply in the future, solely for the performance of services for itself or third parties and the creation of reports in connection with such services. Ordering Activity shall use the Product(s) only in accordance with the quantity provisions specified in the Order accepted by Contractor. Separately provided Contractor software may only be used on a single designated unit of equipment and in accordance with the provisions of this Attachment.

b. Ordering Activity may make a reasonable number of archival copies of separately provided software Products.

c. Ordering Activity may not reverse engineer, de-compile, disassemble, or otherwise translate any Product(s) or use the Product(s) to prepare other hardware or software products or works.

d. Ordering Activity agrees to the provisions of this license and Ordering Activity affirmatively acknowledges and understands that the Product(s) contain cryptographic software subject to export controls under the United States Export Administration Regulations ("U. S. Regulations") and that Ordering Activity cannot export or re-export the Product(s) (including any documentation or technical data related thereto) without a license issued by the United States Government.

TECHNICAL SUPPORT. The following provisions will apply when Contractor accepts an Order for technical support ("Technical Support"). Technical Support shall be available from Contractor through Manufacturer to Ordering Activity via Contractor through Manufacturer's designated toll-free number during business hours (7:00 a.m. to 7:00 p.m. Central Time, Monday through Friday, national holidays excepted) for minor problems and technical assistance.

SOFTWARE MAINTENANCE. The following provisions will apply when Contractor accepts an Order for Contractor software maintenance ("Software Maintenance"). Contractor Software Maintenance includes revisions and new releases to the Contractor software but does not include future products having differing functionality or features. Such future products will be made available to Ordering Activity in accordance with Contractor's then existing terms, conditions and fees.

CONSULTING AND/OR TRAINING SERVICES. The following provisions will apply when Contractor accepts an Order to provide training services ("Training Services") and/or consulting services ("Consulting Services"). Training Services and/or Consulting Services shall consist of and be performed in accordance with the scope of work and dates set forth in the Order and in accordance with Contractor's then existing terms, conditions and fees.

EQUIPMENT SERVICES. The following provisions will apply when Contractor accepts an Order to provide installation and/or maintenance for the hardware component of the Product(s) ("Equipment Services"). Installation Services will be performed as mutually agreed in the accepted Order. Requests for Equipment Services for the Product(s) shall be made to Contractor through Manufacturer's designated toll-free number. Following Contractor's verification of a hardware problem, a Return Material Authorization ("RMA") number will be issued to Ordering Activity. The RMA will authorize Ordering Activity to receive an exchange unit on a freight prepaid basis. Ordering Activity shall return the malfunctioning Product(s) (or a component thereof) to Contractor by second business day delivery, freight prepaid by Contractor and shall be responsible for payment to Contractor of the published price of any units not returned within five (5) business days following receipt of the exchange unit by Ordering Activity. After the warranty period and if Equipment Services are not provided on a contract basis, Ordering Activity shall be responsible for all freight charges for the returned Product(s). Supplies and expendable items shall be provided in accordance with Contractor's prices in effect on the date shipped. Equipment Services that are outside those specified herein, shall be on a time, materials and transportation basis at Contractor's prices in effect at the time such Equipment Services are provided and the provision of such non-contracted Equipment Services shall be at the discretion of Contractor and shall be subject to the availability of personnel and parts. All parts or units that are replaced by parts or units provided by Contractor on an exchange basis shall become the property of Contractor and the part or unit supplied by Contractor shall become the property of Ordering Activity. Parts or units that are provided by Contractor may be new or refurbished parts or units that are functionally equivalent to new parts or units and may be from different sources than the original equipment manufacturer. Maintenance aids, including, but not limited to, software or documentation utilized by Contractor are either Contractor's property or property of third parties. No license or right to use any such maintenance aids is granted hereunder.

CUSTOMER RESPONSIBILITIES. Ordering Activity shall, at its expense, prepare and maintain the site where the Product(s) will be used in accordance with the published specifications for operating environments and perform those tasks set forth in an Order for the Product(s).

Ordering Activity assumes the full responsibility to back-up and/or otherwise protect its data against loss, damage or destruction before Services are performed by Contractor. Ordering Activity also agrees to permit prompt access to equipment consistent with Ordering Activity's generally applicable standard security requirements and to provide reasonable assistance and facilities so as to expedite the performance of Services by Contractor. Ordering Activity shall provide Contractor with an accurate description of all communication lines, modems, networks, software and other devices and related items (collectively, "Devices") that may be necessary for Contractor to access during the performance of Services or the provision of any deliverables hereunder. Ordering Activity hereby authorizes Contractor to access the Devices for the purposes of performing such Services or providing such deliverables. Ordering Activity warrants that it owns or possesses all rights necessary to authorize Contractor to access such Devices.

WARRANTY AND REMEDY

a.   Contractor's exclusive limited Product(s) warranty is that the Product(s), under normal use and service, will substantially perform all of the functions described in the specifications for the Product(s). The warranty period is one (1) year from date of delivery of the Products. In the event Contractor breaches this warranty, Ordering Activity's remedy shall be, at Contractor's option and expense, (i) Contractor shall correct any discrepancy in performance that materially impairs the functionality of the Product(s), or (ii) Contractor shall refund the price paid to Contractor for the Product(s) provided that Ordering Activity returns the Product(s) (freight prepaid by Contractor) within thirty (30) days of the discovery of the discrepancy during the warranty period.

b.   With respect to Services, Contractor's exclusive warranty is that, the Services shall be performed in a workmanlike fashion. In the event Contractor breaches this warranty, Ordering Activity's remedy shall be, at Contractor's option and expense, (i) to have Contractor correct such Services within ninety (90) days of the performance of the Services or (ii) Contractor shall refund the price paid for the applicable portion of the Services.

c.   EXCEPT AS EXPRESSLY PROVIDED HEREIN, CONTRACTOR MAKES NO REPRESENTATION OR GUARANTEE WHATSOEVER AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOR DOES CONTRACTOR MAKE ANY REPRESENTATION AS TO PREVENTING OR RESOLVING ANY PROBLEMS OR PRODUCING ANY SPECIFIC RESULTS.

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ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

SERENA SOFTWARE, INC.

SERENA SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Concurrent User" means a person that has accessed the Software at any given point in time, either directly or through an application.

"**Instance**" means a single occurrence of initialization or execution of software on one server.

"Licensed Capacity" means the capacity-based license pricing metrics identified in the Order Instrument, including, without limitation, Concurrent Users, Named Users, Instances, and servers.

"Maintenance" means the maintenance and technical support services for the Software identified in the Order Instrument and provided by Contractor pursuant to this Attachment.

"Named User" means a single person who has been authorized to use the licensed Software on only one machine at a time.

"Order Instrument" means (a) a purchase order, credit card order or other order document

"Software" means Contractor's software products, in object code form, that are commercially available at the time of Ordering Activity's order and identified on the Order Instrument, and any modifications, corrections and updates provided by Serena in connection with Maintenance.

"Territory" means the United States of America and Canada.

"User Documentation" means the user's guide, installation guides, and/or on-line documentation applicable to the Software. User Documentation does not include marketing materials or responses to requests for proposals.

GRANT OF LICENSE AND USE OF SOFTWARE

License Grant. Subject to the terms and conditions of this Attachment, Contractor grants to Ordering Activity a perpetual, non-exclusive license to use the Software within the Territory, in accordance with the User Documentation and in compliance with the authorized Licensed Capacity.

Usage Rights. Ordering Activity may only use the Software and/or the User Documentation for its internal business operations and to process Ordering Activity's data. Ordering Activity shall not (a) permit any third parties or non-licensed entities to use the Software or the User Documentation; (b) process or permit to be processed any data that is not Ordering Activity's data; (c) use the Software in the operation of a service bureau; (d) sublicense, rent, or lease the Software or the User Documentation to a third party; or (e) perform, publish, or release to any third parties any benchmarks or other comparisons regarding the Software or User Documentation. Ordering Activity shall not make simultaneous use of the Software on multiple, partitioned, or virtual computers without first procuring an appropriate number of licenses from Contractor. Ordering Activity shall not permit a third party outsourcer to use the Software to process data on Ordering Activity's behalf without Contractor's prior written consent.

License Keys. Ordering Activity acknowledges that the Software contains one or more license keys that will enable the functionality of the Software and third party software embedded in or distributed with the Software. Ordering Activity may only access and use the Software with license keys issued by Contractor, and shall not attempt to modify, tamper with, reverse engineer, reverse compile, or disassemble any license key. If Contractor issues a new license key for the Software, Ordering Activity shall not use the previous license key to enable the Software.

Archival Copies. Ordering Activity may make one copy of the Software for back-up and archival purposes only. Ordering Activity may make a reasonable number of copies of the User Documentation for Ordering Activity's internal use. All copies of Software and User Documentation must include all copyright and similar proprietary notices appearing on or in the originals. Copies of the Software may be stored offsite provided that all persons having access to the Software are subject to Ordering Activity's obligations under this Attachment and Ordering Activity takes reasonable precautions to ensure compliance with these obligations.

Licensed Capacity. Contractor licenses Software based on Licensed Capacity for different types of usage, including, without limitation, Concurrent Users, Named Users, servers, and other types of usage as described in Product Specific Terms Section. A Concurrent User license allows multiple Concurrent Users to share access to and use the Software, provided that the number of Concurrent Users accessing the Software at any time does not exceed the total number of licensed Concurrent Users. A Named User license allows a specified number of Named Users to access and use the Software on their respective machines. A server license allows for a single Instance of the Software to be accessed and used on the applicable server. If an application accessing the Software is a multiplexing, database, or web portal application that permits users of such application to access the Software or data processed by the Software, a separate Concurrent User license will be required for each Concurrent User of such application. Regardless of usage type, Ordering Activity shall immediately notify Serena in writing of any increase in use beyond the Licensed Capacity. Any additional Licensed Capacity must be licensed pursuant to an Order Instrument and this Attachment, and additional Software license and Maintenance fees shall be based on Serena's then-current list price.

Third Party Terms. Ordering Activity acknowledges that software provided by third party vendors ("Third Party Software") may be embedded in or delivered with the Software. The terms of this Attachment and any other terms that Contractor may specify shall apply to such Third Party Software. Ordering Activity may only use the Third Party Software with the Software. Ordering Activity may not use the Third Party Software on a stand-alone basis or use or integrate it with any other software or device.

LIMITED WARRANTY

Performance Warranty. Contractor warrants that the Software, as delivered by Contractor and when used in accordance with the User Documentation and the terms of this Attachment, will substantially perform in accordance with the User Documentation for a period of ninety (90) days from the date of initial delivery of the Software. If the Software does not operate as warranted and Ordering Activity has provided written notice of the non-conformity to Contractor within the ninety (90) day warranty period, Contractor shall at its option (a) repair the Software; (b) replace the Software with software of substantially the same functionality; or (c) terminate the license for the nonconforming Software and refund the applicable license and Maintenance fees received by Serena for the nonconforming Software. The foregoing warranty specifically excludes defects in or non-conformance of the Software resulting from (a) use of the Software in a manner not in accordance with the User Documentation; (b) modifications or enhancements to the Software made by or on behalf of Ordering Activity; (c) combining the Software with products, software or devices not provided by Serena; or (d) computer hardware malfunctions, unauthorized repair, accident, or abuse.

Disclaimers. THE WARRANTIES SET FORTH IN THIS ATTACHMENT A ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND SERENA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE OR MAINTENANCE SHALL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE. THE REMEDIES SET FORTH IN THIS SECTION ARE ORDERING ACTIVITY'S REMEDIES AND CONTRACTOR'S LIABILITY REGARDING FAILURE OF ANY SOFTWARE TO FUNCTION OR PERFORM AS WARRANTED IN THIS SECTION.

MAINTENANCE

Maintenance Period. If Ordering Activity elects to purchase Maintenance with the Software, the Maintenance period shall commence upon the initial delivery of the Software and continue for a period of one year thereafter. The Maintenance period, at Ordering Activity's option, may be renewed pursuant to subsequent Order Instruments. Prior to such renewal, Contractor may, upon ten (10) business days written notice, require Ordering Activity to provide a report on Ordering Activity's use and deployment of the Software. Such report shall be certified by an officer of Ordering Activity and shall specify, with respect to Ordering Activity's Software: (a) the type and amount of Licensed Capacity; (b) the version; and (c) the Contractor license serial number. Maintenance fees shall be based on the then-current list price and are subject to change without notice.

Support Coordinators. Maintenance shall consist of support services provided by Contractor through Manufacturer to one designated support coordinator of Ordering Activity (and one backup coordinator) per Ordering Activity location, by telephone, facsimile, email and World Wide Web site. Support is available during normal business hours in the applicable location within the Territory, Monday through Friday, excluding nationally observed holidays. Emergency support is available outside of these hours via pager service accessible through the main support telephone number.

Additional Licensed Capacity. In the event that Ordering Activity purchases additional Licensed Capacity for the Software prior to the annual anniversary date of the Maintenance period, Ordering Activity agrees to pay applicable Maintenance fees based on Contractor's then-current Maintenance rates. Maintenance fees shall apply from the effective date of such additional Licensed Capacity and continue for a period of one year thereafter, unless otherwise agreed to in writing by the parties, so that Maintenance for Ordering Activity's previously acquired Software and added Licensed Capacity is coterminous.

New Releases. During any period in which Ordering Activity is current on Maintenance, Contractor shall provide Ordering Activity with one copy of any new release of the Software, which may include generally available error corrections, modifications, maintenance patch releases, enhancements (unless priced separately by Contractor and generally not included with new licenses for the Software at that time), and the revised User Documentation, if applicable. Notwithstanding the foregoing, stand-alone error corrections that are not part of a new release shall not be independently supported but shall be incorporated into the next release of the Software. If Ordering Activity installs a new release of the Software, Ordering Activity may continue to use the previous version of the Software for up to ninety (90) days in order to assist Ordering Activity in the transition to the new release. Once Ordering Activity completes its transition to the new release of the Software, Ordering Activity must discontinue use of the previous version of the Software.

Supported Releases. Contractor will continue to support the immediately preceding release of the Software for a period of twelve (12) months following the discontinuance of such Software or the date on which the new release becomes generally available, provided that Ordering Activity has paid applicable Maintenance fees and incorporated all Maintenance patch releases issued by Contractor for the release of the Software.

Reinstatement of Maintenance. If Ordering Activity allows Maintenance to expire, Ordering Activity may, at a later date, renew Maintenance by paying the following: (a) if Ordering Activity has installed the current release of the Software but has failed to pay the applicable renewal fee on or before the ninetieth (90th) day following expiration of the Maintenance period, annual Maintenance fees at Contractor's then-current rates, plus Serena's then-current reinstatement fee; or (b) if Ordering Activity has not installed the current release of the Software or has failed

to pay the applicable renewal fee by the ninetieth (90th) day following expiration of the Maintenance period, annual Maintenance fees at Contractor's then-current rates, plus Contractor's then-current license update fee for the current release of the Software.

SOFTWARE PRODUCT SPECIFIC TERMS

Serena® Collage®. The Software is licensed on the basis of Administrative Databases, Named Users and Concurrent Users. An "Administrative Database" is a database that contains the user and project database information for the Software. A server license for the Software is a license where the Collage installation operates with a single Administrative Database. Serena® Collage Single Site is licensed for a single website on a single production server. A "website" is a single domain and subdirectories that reside on a single server. In conformance with such licensing, Serena® Collage Single Site provides Ordering Activity with the ability to deploy contents to three destinations: (a) a staging/test version of the website; (b) a production version of the website; and (c) a backup version of the website.

Serena® TeamTrack®. The Software is licensed on the basis of servers, Named Users, Concurrent Users, and Requestors. A server license allows execution of a single Instance of the Software on a single server. Named User and Concurrent User licenses are for use on a single server unless otherwise specified in writing by the parties. A "Requestor" is a user who is permitted to submit issues and view status only. One Requestor license is included with each Named User or Concurrent User license. Ordering Activity may allow a third party to use the Requestor license, subject to Ordering Activity's indemnification of Contractor against any claims that arise from use of the Software by such third party. Ordering Activity may transfer Named User licenses to accommodate personnel changes, provided that such transfers do not result in sharing of Named User licenses.

Serena® Mariner®. The Software is licensed on the basis of database Instances and Named Users, where Named User licenses are specific to one database Instance. In conformance with such licensing, Mariner provides Ordering Activity with the ability to deploy contents to three destinations for each database Instance: (a) a test version; (b) a production version; and (c) a development/staging version.

Serena® Dimensions® Express[tm]. The Software is licensed such that Ordering Activity is authorized to use only the following features: Version Management, Library Cache, Ant and Cruise Control Integrations, Single Deployment Stage, Single Item Lifecycle, Design Parts, Baseline Creation, Third party integrations, Dimensions Agent, all available User Interfaces, APIs and Events (except ISPF on z/OS). Ordering Activity acknowledges that the foregoing authorized use is a form of Licensed Capacity and that use of features other than those set forth above will require and obligate Ordering Activity to pay additional license fees to Contractor.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

SOFTWARE AG USA, INC.

SOFTWARE AG USA, INC. LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE GRANT
Contractor hereby grants to Ordering Activity a nontransferable, non-sublicensable, nonexclusive, limited internal use license during the License Term to use the Contractor computer software product(s) identified its task or delivery order (the "Software"), together with all Documentation accompanying such Software. "Documentation" shall mean the user manuals delivered to Ordering Activity. Unless Contractor provides its prior written consent, which Contractor may withhold in its sole discretion, Ordering Activity shall not: (a) permit any third party, including any parent, subsidiary, or affiliated entity to use the Software; (b) use the Software to process or cause or permit third parties to process the data of any other party; or (c) use the Software in the operation of a service bureau or similar arrangement for the sale or leasing of computer or information services.

The Software may be sold, leased, assigned, sublicensed, or otherwise transferred by Ordering Activity, in whole or in part.

SCOPE OF USE
Ordering Activity may reproduce the number of copies of the Software specified in the task or delivery order and may reproduce the Documentation as reasonably necessary for use at Ordering Activity's facility. At no time will Ordering Activity permit the Software to be used in excess of the usage specified under these terms, including, without limitation, the task or delivery order. Ordering Activity will keep records of each copy reproduced, where located, and the identity of the authorized user of each authorized copy. Ordering Activity may make one copy of the Software for archival purposes. The use of such an archival copy shall be limited to (a) testing (not to exceed one week in any three month period) of Ordering Activity's disaster recovery procedures, and (b) a period (not to exceed thirty (30) days) subsequent to the occurrence of an actual disaster during which Ordering Activity cannot operate the Software because of such disaster. Ordering Activity shall notify Contractor, and Contractor may require Ordering Activity to pay temporary relocation or upgrade fees, in the event that the applicable time frame in either subpart a) or (b) of this Section is exceeded or if Ordering Activity requires the operation of the Software on (i) an operating system different from the operating system license granted by Contractor to Ordering Activity, or (ii) an environment with capacity or capability greater than that licensed by Contractor to Ordering Activity.

Ordering Activity has the right to independently develop interfaces to the Software strictly for its use in conjunction with its licensed use of the Software; provided, however, that Ordering Activity shall perform all such development without misappropriating, infringing, or otherwise violating any patent, copyright, trade secret, or other United States or international intellectual property right of Contractor and without using, examining, or otherwise referencing any Contractor source code. Such Ordering Activity-developed software interfaces shall be the property of Ordering Activity. For the avoidance of doubt, the parties acknowledge and agree that this Section shall in no way be construed as granting Ordering Activity any rights in or to Contractor's source code or as otherwise expanding the specific license rights granted to Ordering Activity.

MAINTENANCE

Definitions
a.   Business Day. "Business Day" shall mean the days from Monday to Friday excluding the federal public holidays.
b.   Business Hour. "Business Hour" shall mean the hours from 8.00am to 5.00pm on a Business Day.
c.   Documentation. "Documentation" shall mean the user manuals that the Contractor makes available to Ordering Activities of the Software.
d.   Error. "Error" shall mean any verifiable and reproducible failure of the Software to substantially conform to the specifications for such Software. Notwithstanding the foregoing, "Error" shall not include any such failure that is caused by: (i) the use or operation of the Software with any other software or code or in an environment other than that intended or recommended in the Documentation, (ii) modifications to the Software not made or approved by Contractor through Manufacturer's Global Support in writing, or (iii) any bug, defect, or error in third-party Software used with the Software.
e.   Error Correction. "Error Correction" shall mean either a modification or addition to or deletion from the Software having the effect that such Software substantially conforms to the then current specifications, or a procedure or routine that, when exercised in the regular operation of the Software, eliminates any material adverse effect on the Ordering Activity caused by an Error. An Error Correction may be a correction, workaround, fix, or service pack.
f.   Global Support. "Global Support" shall mean Contractor through Manufacturer's Global Support Organization providing the support and maintenance services for the respective Ordering Activity.
g.   License Agreement. "License Agreement" shall mean the software License agreement under which the Software is Licensed to the Ordering Activity.
h.   Software. "Software" shall mean the software programs Licensed to the Ordering Activity under the License Agreement.
i.   Update. "Update" shall mean additional or replacement code or Documentation for the Software that is provided to remedy an Error.

Service Description
Standard Product Support Service
Standard Product Support Service comprises the following services:
- Twenty-four (24) hour access to Contractor through Manufacturer's Support Portal including access for authorized technical contacts to Contractor through manufacturer's request reporting system for browsing and submitting trouble tickets, online access to new product information, documentation, knowledge center, and information on available Software fixes.

- 9x5 (9 hours a day; 5 days a week) telephone support according to this agreement during Business Hours. The respective telephone number is available in the Support Portal. If not provided in Local Language, telephone support is provided in English Language.
- Unlimited number of authorized technical contacts of the Ordering Activity entitled to access Support Portal.
- Information on new features, events, and Contractor application articles.
- Extended 24x7 Support Service for Crisis Cases
- Subject to a separate agreement, the Contractor also offers to provide extended 24x7 support service for crisis cases. If the parties agreed about the 24x7 support service for crisis cases, telephone support according to this agreement is available 24x7 (24 hours a day; 7 days a week) for crisis requests. The 24x7 telephone support is provided in English Language only.

Processing Ordering Activity Requests

Ordering Activity requests will be received by Global Support and will be documented in the Support Portal for further processing. The Ordering Activity will be given a reference processing number for future reference.

Severity Level	Crisis	Critical	Standard
Definition	Customer's problem has a severe business impact. Customer is unable to use the Software, resulting in a major impact on customer's operations. Work cannot reasonably continue.	Customer's problem has a significant business impact; however, operations can continue in a restricted fashion. The Software is usable but severely Limited. There is no acceptable workaround available. Customer is experiencing a significant loss of service.	Customer's problem has some business impact. The Software is usable and causes only minor inconvenience. It may be a minor Error, documentation Error, or incorrect operation of the application, which does not significantly impede the operation of a system.
Reaction time	1 Business Hour: call-back or electronic reply	4 Business Hours: call-back or electronic reply	1 Business Day: call-back or electronic reply
Reporting (timeframe)	daily reporting (unless otherwise agreed with Global Support on a case-by-case basis)	as agreed with Global Support on a case- by-case basis	as agreed with Global Support on a case by-case basis

Severity Level	Crisis	Critical	Standard
Reaction measure	customer is provided with a timeline for Error Correction	customer is provided with a timeline for Error Correction	• information about publication date of the Software release that will solve the issue • indication that changes/ enhancements are being handled in accordance with Software AG's strategy
Required effort	economically justifiable effort within standard scope of resources	reasonable effort within standard scope of resources	reasonable effort within standard scope of resources

It is recommended that crisis requests are reported by telephone to obtain best possible service in crisis situations. The reaction time is the time the Ordering Activity gets in contact with a Contractor support representative. Global Support is not obliged to solve the Ordering Activity's issue within the reaction time.

Tools and Processes
Global Support uses the following processes and tools to solve or find a workaround to the Ordering Activity's issues:
- Fault diagnosis/analysis for Contractor products:
- Evaluation of Ordering Activity data supplied (including diagnostic information)
- Classification of the reported situation as product issue, user issue or third-party issue
- Research in Contractor through Manufacturer's Support Knowledge Center
- Reproduction of the error situation (if possible)
- Coordination with Contractor's product development

Results and/or solutions or workarounds will be provided via one of the following media:
- Telephone
- Support Portal
- E-mail
- Data carriers

Remote Diagnosis
Global Support may perform remote diagnosis to facilitate issue analysis. In such case, Global Support will access Ordering Activity's environment via a Remote Online Diagnostic Tool for purposes of diagnosis and analysis only.

Remote access to Ordering Activity's environments will occur during Business Hours at the times agreed between the Ordering Activity and Global Support.

Software and Documentation Updates
- Global Support provides:
- New versions of Licensed Contractor products
- Updates of Licensed Software containing error corrections
- Documentation updates for the Software

Information regarding availability of Software and Documentation updates is available in the Support Portal.

Services not covered by Product Support and Maintenance Service
The provision of the following services is subject to a separate service agreement:
- Application of Fixes
- Application of Initial Natural Program Load (INPL)
- Transfer of Diagnostic Information
- Execution of Programs
- Fix/analysis of Job Control Language (JCL)
- File/Field Modifications
- Database Monitoring
- Database Services
- Performance Analysis
- Tuning Services
- Migration Services
- Heath Check
- Security Services
- Installation of Software and/or patches
- On-site Support
- Hardware Support
- Training of Employees
- Individual Amendments/Enhancements of the Software

Ordering Activity Responsibilities
The services to be performed are subject to the following conditions:
- The Software is installed at the Ordering Activity's site
- The Ordering Activity provides appropriate tools to enable remote access for Global Support (e.g. Interactive Problem Control System (IPCS), Time Sharing Option (TSO), Terminal-Emulation, Netviewer)
- The Ordering Activity establishes appropriate security measures to ensure that Global Support's access is restricted to permissible areas
- The Ordering Activity has installed the currently supported release levels of the Software
- The Ordering Activity uses hardware, operating system software and database software that comply with the specifications of the currently supported release levels of the Software; the currently supported release levels of the Software can be identified on the Support Portal
- The Ordering Activity provides Global Support with sufficient information and assistance as requested by Global Support regarding the Ordering Activity's environment (including appropriate computing time) and all necessary information on the error
  The Ordering Activity provides Global Support with specific third party expertise relevant to the Ordering Activity's environment, if applicable

- The Ordering Activity provides Global Support with information on any used software tools upon Global Support's request
- The Ordering Activity provides Global Support with diagnostic information such as traces, dumps, parameters, etc. upon Global Support's request.

WARRANTIES

Contractor warrants that for a period of ninety (90) days from the date of delivery (the "Warranty Period"), the Software, when properly used, will operate substantially in accordance with the specifications contained in the Documentation. Contractor, in its sole discretion, will use reasonable commercial efforts to correct, provide a workaround for, or replace (each such action a "Remedy") any reproducible error in the Software, at Contractor's cost and expense, provided written notice itemizing such error is given to Contractor during the Warranty Period. Contractor neither covenants nor guarantees that any Remedy nor any other services or support provided under this Attachment will cause the Software to conform to the Documentation.

This warranty shall not apply to the degree that the reproducible error occurs because (a) the affected Software has not been used in accordance with the Documentation; (b) the affected Software has been altered, modified, merged, or converted by Ordering Activity; (c) of the malfunctioning of Ordering Activity's hardware or software; or (d) the affected Software, or a portion thereof, has become inoperative due to any other causes beyond the control of Contractor.

CONTRACTOR DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE, THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL FUNCTION WITH OTHER SOFTWARE, HARDWARE, OR WITHIN A SYSTEM, OR THAT CONTRACTOR' EFFORTS, THE ASSOCIATED SERVICES, OTHER SERVICES PROVIDED HEREUNDER, THE SOFTWARE, THE DOCUMENTATION, OR OTHER MATERIALS SUPPLIED HEREUNDER WILL FULFILL ANY OF ORDERING ACTIVITY'S PARTICULAR PURPOSES OR NEEDS.

THE WARRANTIES SET FORTH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

STRONGTECH

STRONGTECH LICENSE, WARRANTY AND SUPPORT TERMS

License Grant & Restrictions
Contractor hereby grants Ordering Activity (herein referred to as "You") a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Attachment. All rights not expressly granted to you are reserved by Contractor and its licensors.

You may not access the Service if you are a direct competitor of Contractor, except with Contractor's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. StrongTech licensing is based solely on the number of assets managed per account. Each account administrator can establish as many users as he or she wishes.

You may use the Service only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

Account Information and Data
Contractor does not own any data, information or material that you submit to the Service in the course of using the Service ("Customer Data"). You, not Contractor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Contractor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data. In the event this contract is terminated (other than by reason of your breach), Contractor will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. Contractor reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and Contractor shall have no obligation to maintain or forward any Customer Data.

Representations and Warranties
Contractor represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

Disclaimer of Warranties
CONTRACTOR MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CONTRACTOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CONTRACTOR AND ITS LICENSORS.

Internet Delays
CONTRACTOR'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CONTRACTOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

TIBCO SOFTWARE, INC.

TIBCO SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

"Enterprise" means an unlimited Number of Units of the Software, to be deployed by Ordering Activity during a period defined in a purchase ordered (the "Enterprise Term"), at which time, the Number of Units then deployed in Production and Non-Production use by Ordering Activity becomes fixed and Ordering Activity may not thereafter deploy additional Units. During the Enterprise Term, Ordering Activity's right to deploy an unlimited Number of Units does not extend to any entity which acquires, is acquired by, merged into, or otherwise combined with Ordering Activity. Ordering Activity hereby agrees to provide Contractor, within sixty (60) days after the end of the Enterprise Term, with written notice of the Number of Units deployed at the end of the Enterprise Term by Unit and License Type.

"Project" means an unlimited Number of Units of the Software set forth in a task or delivery order as a Project, to be deployed by Ordering Activity solely in connection with the purpose stated in its task or delivery order, during the period stated in the task or delivery order (the "Project Term"), at which time, the Number of Units then deployed in Production and Non-Production use by Ordering Activity becomes fixed and Ordering Activity may not thereafter deploy additional Units. During the Project Term, Ordering Activity's right to deploy an unlimited Number of Units does not extend beyond the scope of the Project as set forth in the task or delivery order or to any entity which acquires, is acquired by, merged into, or otherwise combined with Ordering Activity. Ordering Activity hereby agrees to provide Contractor, within sixty (60) days after the end of the Project Term, with written notice of the Number of Units deployed at the end of the Project Term by Unit and License Type. License Contractor hereby grants Ordering Activity a nonexclusive, perpetual, worldwide license, to use the Software, at Ordering Activity's premises up to the specified Number of Units, solely for Ordering Activity's own internal operations and for processing its own data. No right to use, copy, duplicate or display the Software is granted, except as expressly provided herein.

Scope

Ordering Activity acknowledges and agrees that the scope of the licenses granted under this Attachment does not permit Ordering Activity to (directly or indirectly, in whole or in part): (a) make more copies of the Software than the specified Number of Units (except for a reasonable number of copies for archival and disaster recovery purposes) or use any unlicensed versions of the Software; (b) provide access to the Software to anyone other than Ordering Activity's employees, contractors, or consultants who have agreed in writing to be bound by terms at least as protective of Contractor as those in this Contract ("Authorized Users"); (c) sublicense, distribute or pledge the Software or any of Ordering Activity's rights herein; (d) lease, rent or commercially share (including time-share) or otherwise use the Software for purposes of providing a service bureau, including, without limitation, providing third-party hosting, or third-party application integration or application service provider-type services, or for any similar services; (e) use the Software in connection with any ultra hazardous activity, or any other activity for which its failure might result in serious property damage, or death or serious bodily injury; or (f) modify, translate, reverse engineer, decrypt, decompile, disassemble, create derivative works based on, or otherwise attempt to discover the Software source code or underlying ideas, techniques or algorithms. Ordering Activity may engage in such conduct as is necessary to ensure the interoperability of the Software as required by law, provided that prior to commencing any de-compilation or reverse engineering of any Software, Ordering Activity agrees it shall observe strict obligations of confidentiality and provide Contractor reasonable advance written notice and the opportunity to assist with and/or conduct such activity on Ordering Activity's behalf and at Ordering Activity's expense; and (g) notwithstanding the method of delivery of the Software, the scope of the licenses granted under this Attachment are limited to the Software as set forth in a task or delivery order.

Contractor hereby grants Ordering Activity a nonexclusive, worldwide license to use the Materials (and a reasonable number of copies thereof) solely for Ordering Activity's internal operations in conjunction with the license to the Software. Materials obtained during attendance at Education programs, unless otherwise agreed in a Work Order, are limited to the one copy received by each attendee.

"Materials" means any tangible or intangible information, design, specification, instruction or data (and any modifications, adaptations, derivative works or enhancements) provided by Contractor or its subcontractors during the performance of Consulting Services which incorporates, reinforces or is used to apply Contractor's configuration or implementation methodologies, processes and know-how to Ordering Activity's use of the Software, excluding Output. "Output" means Confidential Information of Ordering Activity that has been input in the Materials for Ordering Activity's use of the Software.

Maintenance Service Levels

For the purpose of any license or maintenance agreement under which Maintenance is provided, as used below, "Software", shall include "TIBCO Software", "Spotfire Software" or "Software".

MAINTENANCE LEVEL	Updates Only	Bronze (includes Updates)	Silver (includes Updates) Silver Equipment (includes Updates for embedded Licensor Software)	Gold (includes Updates)

Service Hours:	N/A	9am-5pm, Monday-Friday Service hours are based on PST, EST, CST, CET, MST, GMT, DST, AEST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., California, U.K., A.P.A.C. and Japan.	24 Hours/Day, 7 Days/Week	24 Hours/Day, 7 Days/Week
Initial Response:	N/A	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 Hours	Severity 1: 1 Hour Severity 2: 2 Hours
Target Resolution:	N/A	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 36 Hours Severity 2: 3 Days Severity 3: Next Major Release
TIBCO DirectConnect^{SM}	N/A	N/A	Add-on options (for an additional fee): - TIBCO DirectConnect^{SM} On-Demand - TIBCO DirectConnect^{SM} Premier	Includes TIBCO DirectConnect Premier
Authorized Contacts:	N/A	3	5	10

TIBCO DirectConnect Maintenance level options

TIBCO DirectConnect Maintenance options:	TIBCO DirectConnect On Demand	TIBCO DirectConnect Premier
A TIBCO DirectConnect Manager ("DCM") from the support organization to: - Coordinate Ordering Activity support issues - Attend onsite initial introduction and quarterly meetings. - Provide onsite support (as mutually agreed) to assist in Severity 1 resolution At the Gold Maintenance level, access to global DCM's is available	Included	Included
Additional Authorized Contacts	Not applicable	2
Consulting Services	Not applicable	Includes and must be used within the applicable annual Maintenance term: - 1Consultant for five (5) contiguous work days - 1 Consultant for five (5) contiguous work days - 5 days of training at a Contractor Learning Center or Virtual training courses for one (1) person (Must be utilized within the annual Maintenance term).

immixTechnology, Inc.

a subsidiary of **immix**Group

TIBCO DirectConnect Forum	Not applicable	Included
Term	Purchased in one (1) month increments. (Must be utilized within the annual Maintenance term).	Purchased in annual, increments, payable annually in advance.

Spotfire, DataSynapse, and Foresight Maintenance Service Levels

MAINTENANCE LEVEL	Bronze term (includes Updates)	Silver (includes Updates)
Service Hours:	9am-5pm, Monday-Friday Service Hours are based on CET, UTT/GMT and EST time zones. Based on the time zone you are assigned, services hours exclude holidays in the U.S., Sweden and Japan.	24 Hours/Day, 7 Days/Week
Initial Response:	Severity 1 & 2: 4 Business Hours	Severity 1 & 2: 4 hours
Target Resolution:	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release	Severity 1: 48 Hours Severity 2: 5 Days Severity 3: Next Major Release
Number of Contacts:	3	5

Severity Level Definitions

"Severity 1" is an emergency production situation where the Software is totally inoperable or fails catastrophically and there is no workaround;

"Severity 2" is a detrimental situation (and there is no workaround) where (a) performance degrades substantially under reasonable loads causing a severe impact on use, (b) the Software is usable but materially incomplete; or (c) one or more mainline functions or commands is inoperable;

"Severity 3" is where the Software is usable, but does not provide a function in the most convenient manner; and

"Severity 4" is a minor problem or documentation error, which is reasonably correctable by a documentation change or by a future maintenance release from Contractor through Manufacturer.

Scope

Contractor will use commercially reasonable efforts to resolve matters according to the problem Severity ("Maintenance") level determined. An Ordering Activity will use commercially reasonable efforts to provide: (a) a detailed problem description; (b) a method for repeatedly reproducing the problem; and (c) reasonably continuous access to an authorized contact. During the Maintenance term, Ordering Activity authorized contacts as applicable for the Maintenance level selected in Ordering Activity's order, may notify Contractor through Manufacturer's Technical Assistance Center of an error, defect, or malfunction in the Software. Maintenance includes the right to use Updates (as defined below) as replacements for existing copies, whether provided under Maintenance, Warranty or which are provided for any other reason by Contractor, or their respective authorized resellers or distributors (if applicable); Updates are subject to Ordering Activity's license agreement limitations and restrictions. "Updates" means Software bug fixes, enhancements, and upgrades, if and when made generally available by Contractor through Manufacturer under Maintenance to Ordering Activities for a specific Software product. Ordering Activity's right to use Updates extends to any supported Platform then currently available for each discrete Software product under Maintenance. Updates may include new or additional Platforms that are deemed (at Contractor's sole discretion) to have no more than a minimum different in price, features and functionality from previously available Platforms. Contractor, through Manufacturer will provide Maintenance for a release version of the Software products for at least (a) six months after a new release version is generally available, but in no event for more than (b)(i) two years from the general availability of a Software release version or (b)(ii) one year from the general availability of a subsequent release version, whichever of (b)(i) or (b)(ii) is later, after which Maintenance shall be discontinued for that release version.

Limits

Ordering Activity must purchase the same service level of Maintenance for all quantities of Software products that it has licensed. Maintenance does not include support for any non-TIBCO software, custom configuration, product modification, new products and functionality for which Contractor is charging an additional license fee, services at a Customer site, any work product provided under Consulting Services or for Software products with non-matching service levels. Contractor reserves the right to make fixes only to the most current version of the relevant Software, and may elect, at its discretion, to make fixes generally available for minor release versions or the latest service pack for a supported version. In the event that a request for Maintenance reveals that the cause of the problem is not an error, defect or malfunction in the unmodified Software,

Perpetual Term Licenses

The initial Maintenance term shall be for one year commencing on the effective date of the applicable task or delivery order. In the event Ordering Activity elects to renew Maintenance, Maintenance will be renewed for successive one (1) year terms

Limited Term Licenses

The initial Maintenance term shall be for one (1) year commencing on the effective date of the applicable task or delivery order.
Limited Term Equipment Leases

Silver Equipment level Maintenance is included in the "Initial Term" of the Lease.

Silver Equipment level Maintenance
Under Silver Equipment level Maintenance, Contractor offers an advance replacement program for the Equipment, post warranty. Advance replacement provides a permanent replacement of the Equipment. The replacement Equipment is shipped airfreight carrier to your location. Certain features, such as interface standards, product footprint and mobility, firmware and software compatibility may not be available. When experiencing a problem Ordering Activity must first place a call to the designated support number. Contractor through Manufacturer will provide basic telephone technical assistance for installation, product configuration, setup and problem resolution for the Equipment. Prior to scheduling advance replacement of the Equipment, Contractor through manufacturer may ask Ordering Activity to provide relevant information, start diagnostic tools and perform other supporting activities.

If the problem cannot be resolved remotely; Contractor will replace the failed Equipment with new or equivalent-to-new Equipment free of major cosmetic defects. The failed Equipment must be returned to Contract through Manufacturer or within the timeframe specified below and becomes the property of Contractor.

Ordering Activity is responsible for performing the following functions prior to return shipping failed Equipment: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the Equipment; b) provide, in writing, the model number, serial number, current failure symptoms, pertinent failure history and ship-to address (if applicable); and c) unless the failed Equipment will be delivered in person by Ordering Activity, Ordering Activity is responsible for packaging the failed Equipment carefully in the original shipping container, or a shipping container that prevents the Equipment from being damaged while in transit.
The replacement Equipment will be shipped in a suitable container and include instructions for returning the failed Equipment. Packaging instructions and a prepaid shipping label for the return of the failed Equipment will be included in replacement Equipment shipping container.
Support Limitations

At Contractor's discretion Maintenance will be provided using remote diagnosis and or other service delivery methods. Other service delivery methods, in lieu of shipping replacement Equipment, may include the overnight shipment of parts specified as Ordering Activity replaceable. Contractor will determine the appropriate delivery method required. Services such as the following, but not limited to, are excluded from Maintenance:
- Diagnosis or Maintenance at the Ordering Activity site.
- Set-up and installation of the replacement Equipment or replacement parts at the Ordering Activity site
- Recovery of the operating system, other software, and data
- Troubleshooting for interconnectivity or compatibility problems
- Services required due to failure of Ordering Activity to incorporate any system or software fix, repair, patch, or modification provided to the Ordering Activity.
- Services required due to failure of the Ordering Activity to take avoidance action previously advised by Contractor.
- User preventative maintenance.

Maintenance is not provided for:
- Damage caused by failure of Ordering Activity to follow Contractor's recommended maintenance or operating specifications
- Damage due to war or nuclear incident, terrorism, unauthorized attempts to repair Equipment or Equipment previously repaired by an unauthorized technician or user
- Data, business interruptions, obsolescence, cosmetic damage, rust, change in color, texture or finish, wear and tear, gradual deterioration or any damage that does not affect the Equipment functionality
- Fraud, fire, theft, unexplained or mysterious disappearance, misuse, abuse or willful act
- Alteration or modification of the Equipment in any way
- Transit or relocation of Equipment by Ordering Activity, including any damages occurring while in transit or related to such relocation, and services accompanying or related to transit or relocation of the Equipment.
- Power surge or failure
- Normal wear and tear

Ordering Activity will inform Contractor in writing prior to making any changes to or relocation of the Equipment. Contractor will then confirm whether Maintenance will be available for the Equipment or at the relevant Ordering Activity location within ten (10) business days of receipt of the notification from Ordering Activity. Ordering Activity acknowledges that any changes to or relocation of the Equipment may change the service level and/or pricing of Maintenance available for the Equipment. If Ordering Activity fails to inform Contractor of changes to or relocation of the Equipment, Contractor will not be obligated to provide Maintenance.
Ordering Activity Responsibilities

The Customer will be required, upon Contractor's request, to support resolving any problem reported under Maintenance remotely by:

- Providing all information necessary for Contractor to deliver timely and professional remote support and/or to enable Contractor to determine the level of support eligibility
- Starting self tests and/or other diagnostic tools and programs
- Performing other reasonable activities to help Contractor identify or resolve the problem
- Ordering Activity must acknowledge receipt of replacement Equipment by signing freight carrier air bill at time of delivery.
- Ordering Activity must ship failed Equipment to Contractor, within three (3) working days of receipt of the replacement Equipment and must obtain a prepaid insurance receipt to be retained by Ordering Activity as proof of shipment.
- Ordering Activity is responsible to install Ordering Activity replaceable parts and replacement Equipment in a timely manner.
- Ordering Activity shall maintain a backup copy of all software and data. Contractor recommends regular backups.
- Ordering Activity shall restore software and data on the Equipment after the repair or replacement
- Ordering Activity is responsible for the installation of any software not provided by Contractor with the Equipment and insure all software installed on the Equipment is appropriately licensed
- Ordering Activity shall adhere to Contractor's published guidelines or written instructions concerning the return of Equipment or parts.

Reinstatement of Maintenance
Reinstatement of Maintenance is subject to payment of Maintenance fees for any period during which Maintenance had lapsed and for the 12 month period commencing with the date Maintenance is reinstated.

Non-Continuous Coverage
In the event Ordering Activity elects not to maintain continuous Maintenance, Contractor may, at its discretion, refuse to provide any Maintenance to Ordering Activity until payment for the period of discontinuity is made current.

Discontinued support for prior release version
When a prior version goes out of Maintenance, it means that fixes will no longer be generally available for that version. Support will continue to accept problem reports for that prior version, and when feasible, attempt to provide a customer with reasonable assistance to troubleshoot and resolve the problem. Engineering will only evaluate reported issues in the supported versions of the Software product. When a Ordering Activity:

- encounters a known defect, which is already corrected in the most current or a supported version of the Software, the Ordering Activity will need to upgrade to the most current or supported version of the Software to obtain the fix; or
- discovers an unknown defect, engineering will make the fix in the most current version of the Software and the Ordering Activity will need to upgrade to that version to obtain the fix.

Product End-of-Life
Ordering Activity are provided advance written notice (up to twelve months) when Software is to be retired. This information is published as "Retirement Notices" under the Late Breaking News (LBN) section of the Support Web.

TIBCO Extended Support Program
Contractor is pleased to offer customers extended Maintenance on certain Software product versions. The scope and terms of extended Maintenance:
Include
- The ability to submit service requests for eligible product versions.
- Contractor assistance providing workarounds and existing fixes for issues reported; staging of issues by Contractor will be on the latest version of eligible product(s).
- Maintenance service level initial response and target resolution times are according to customers' existing Maintenance service level.
Exclude
- Enhancements, service packs, or defect corrections
- Support for new platforms (database versions, operating system versions, infrastructure products, etc.)
- Back porting of any fixes (including, but not limited to, bug or security fixes) from later product versions
- Partners participating in the Partner Network or any other Partner program.

Contractor reserves the right, at its discretion, without notice of any kind, to change products and product versions included in any extended Maintenance product version list. Changes to the extended Maintenance product version list will have no impact during any Maintenance term for which Contractor Extended Support Program Maintenance fees have already been paid.

Contractor support level and responsibilities:
First level (Technical Assistance Center):
- Review Service Requests reported by Web, Email or phone from a Ordering Activity authorized contact
- Validate Ordering Activity maintenance status, product entitlement and check for any special handling required.
- Identify type of request, problem definition, configuration, products, product versions and platforms.
- Determine severity of the problem and execute any escalation procedures necessary.
- Direct problems for resolution to workgroups
- Second level (Product Support):
- Confirm problem and configuration used by the Ordering Activity
- Evaluate against known problems or issues

- Stage the problem
- Reproduce problems and provide workarounds
- Escalate to engineering where required to develop patches and fixes
- Keep the SR updated at all times within the Call Tracking system
- Keep the Ordering Activity Authorized Contact updated on the progress

- Third level (Engineering):
- Develop fixes as needed
- Test and verify functionality and performance
- Update the source code control system as needed
- Ensure patches and fixes are incorporated into a future product release

Escalations
- Special procedures apply to Service Request escalations. An escalated issue is generally one of the following:
- No response to a problem reported, within the designated time given by the call response coordinator or technical engineer
- Response times out of severity guidelines
- Ordering Activity dissatisfaction with Service Request resolution you've been given

North and South America   +1.650.846.5789
EMEA (Europe, Middle East, and Africa) +44(0).870.909.3889
Asia and Australia   +61.2.4379.9322 or 1.800.184.237 (within Australia only)

The above telephone numbers provide access to a Contractor through Manufacturer Support Manager. This phone number is to be used if or when a Ordering Activity is dissatisfied with the progress of problem resolution, or wants the problem reported brought to the attention of Contractor through Manufacturer's management.

Warranties and Remedies

Contractor hereby warrants that: (a) for 30 days following initial delivery to Ordering Activity of the Software set forth in an Order Form, that the Software as delivered, under normal use on the Platform for which it is intended, will perform all material functions described in its Documentation; (b) to the best of Contractor's knowledge after employing reasonable technical means to detect computer viruses, the Software as delivered by Contractor does not contain any virus, computer code, routines or devices (other than as set forth in the Documentation) designed to disable, damage, impair, or erase the Software or other software or data; and c) Contractor has the right to grant the licenses and other rights set forth herein.

EXCEPT AS PROVIDED ABOVE, THE CONTRACTOR SOFTWARE, MAINTENANCE AND CONSULTING SERVICES ARE PROVIDED "AS IS", AND ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF INFORMED OF SUCH PURPOSE), INFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY DISCLAIMED TO THE EXTENT ALLOWED BY APPLICABLE LAW. CERTAIN THIRD PARTY SOFTWARE MAY BE PROVIDED TO ORDERING ACTIVITY ALONG WITH CERTAIN CONTRACTOR SOFTWARE AS AN ACCOMMODATION TO ORDERING ACTIVITY. THIS THIRD PARTY SOFTWARE IS PROVIDED "AS IS". ORDERING ACTIVITY MAY CHOOSE NOT TO USE THIRD PARTY SOFTWARE PROVIDED AS AN ACCOMMODATION. NO WARRANTY IS MADE THAT THE CONTRACTOR SOFTWARE FUNCTIONALITY OR MAINTENANCE OR CONSULTING SERVICES WILL MEET ORDERING ACTIVITY'S REQUIREMENTS, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED OR ERROR-FREE.

In the event of a breach of Warranty, CONTRACTOR'S LIABILITY AND ORDERING ACTIVITY'S REMEDY SHALL BE FOR CONTRACTOR AT ITS OWN EXPENSE, TO EITHER REPAIR, REPLACE OR MODIFY THE AFFECTED CONTRACTOR SOFTWARE. IF THE FOREGOING REMEDIES ARE NOT COMMERCIALLY REASONABLE (IN THE REASONABLE OPINION OF CONTRACTOR), CONTRACTOR MAY CANCEL THE ORDER AND REFUND TO ORDERING ACTIVITY THE LICENSE FEES AND ANY UNEARNED PRE-PAID MAINTENANCE FEES, IN EACH CASE PAID TO CONTRACTOR BY ORDERING ACTIVITY FOR THE AFFECTED CONTRACTOR SOFTWARE. Contractor shall not be liable to the extent any claim is based upon or attributable to: (i) modifications of the Software, or portions thereof; (ii) such claim would have been avoided by use of the then-current release; or (iii) Ordering Activity's continued allegedly infringing activity after being provided with modifications that would have avoided the alleged infringement.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

TOP LAYER NETWORKS, INC.

TOP LAYER LICENSE, WARRANTY AND SUPPORT TERMS

IDS Balancer Software

LICENSE: Subject Contractor grants to Ordering Activity a non-exclusive, non-transferable (except as expressly provided herein) license (the "License") to use the version of the software product identified within a task or delivery order, and any product documentation provided, whether in printed, "online" or electronic form (the "Software") on one IDS Balancer product.

This license includes the use of all IDS Balancer features. The Software is "in use" on the system unit when loaded into memory (RAM) or installed into permanent memory (hard disk, CD-ROM, or other storage device) on the system unit. Ordering Activity may make one copy of the Software solely for backup or archival purposes if all copyright and other notices are reproduced on that copy, or Ordering Activity may copy the Software to a single hard disk provided Ordering Activity keep the original solely for backup or archival purposes. If the Software is an upgrade, Ordering Activity may use it only with the system unit originally purchased by Ordering Activity. If Ordering Activity receives the Software on more than one media, this does not affect the number of Licenses Ordering Activity are receiving or any other term of these terms.

OTHER RESTRICTIONS: Ordering Activity may not modify, adapt, decompile, disassemble, or otherwise reverse engineer the Software, except to the extent this restriction is expressly prohibited by applicable law. Ordering Activity may not loan, rent, lease, or license the Software or allow third parties to use the Software via time sharing, service bureau, or other arrangements, but Ordering Activity may permanently transfer Ordering Activity's rights under these terms provided Ordering Activity transfer these terms, the Software, and all accompanying printed materials and retain no copies, and the recipient agrees to these terms. Any such transfer must include the most recent update and all prior versions.

LIMITED SOFTWARE WARRANTY: Contractor warrants that, for a period of NINETY (90) days from the date of shipment of the Software, as originally delivered and unaltered, the software will substantially conform to the applicable product documentation provided with the Software. Any implied software warranties which may exist despite the disclaimer herein shall be limited to NINETY (90) days. This Limited SOFTWARE Warranty is void if failure of the Software is due to accident, abuse, or misapplication through no fault of Contractor.

ORDERING ACTIVITY'S REMEDIES: CONTRACTOR'S obligation under this warranty will be to employ diligent efforts to correct documented nonconformity reported in writing by the end user to CONTRACTOR during the ninety (90) day warranty period and supply the end user with a corrected version of such Software or Documentation or a work-around as soon as practicable after the end user has notified CONTRACTOR of such defects. CONTRACTOR does not warrant that the Software will meet Ordering Activity's requirements, or that the Software will operate uninterrupted or error free or that all reported Software errors will be able to be corrected. Contractor's obligation under these terms will be to provide the remedies thus described.

NO OTHER WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES OTHER THAN THE EXPRESS LIMITED SOFTWARE WARRANTY STATED ABOVE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE LIMITED WARRANTY SET FORTH HEREIN GIVES ORDERING ACTIVITY SPECIFIC LEGAL RIGHTS, AND ORDERING ACTIVITY MAY HAVE OTHERS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON ORDERING ACTIVITY'S LOCATION. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF CONTRACTOR IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN. ANY OTHER SOFTWARE FURNISHED WITH OR ACCOMPANYING THE SOFTWARE IS NOT WARRANTED BY OPEN SSL COPYRIGHT NOTIFICATION: Portions of this software product may contain Open SSL software, which is subject to the following copyright notice: OPEN SSL SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

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Network Security Analyzer Software

GRANT OF LICENSE. This License ("License") gives Ordering Activity a nonexclusive, nontransferable license to install one copy of the Network Security Analyzer software contained in the sealed software package or electronic package and may include electronic documentation or paper documentation, (the "SOFTWARE") on one (1) workstation, desktop, laptop or server ("HOST") and license to collect, analyze and report on log / event / activity data from one network device. A device is defined as any supported network switch, router, firewall, IDS / IPS / Proxy / Anti Virus Server / any network device or appliance. A separate virtual device license is required to analyze and report on virtual devices based data.

The SOFTWARE is in "use" on a computer when it is loaded into the temporary memory (RAM) or installed into the permanent memory (HARD DISK /CD ROM, or other storage device) of that computer. A separate license is required for each physical device and or virtual device on which the licensed software will be used to collect, analyze, monitor and report.

The SOFTWARE is licensed based on device IP address, Device ID, and or Virtual Device ID. Ordering Activities who wish to purchase the SOFTWARE license are required to provide their Systems Identifier (the system on which the SOFTWARE will be installed) so that Contractor can generate the appropriate license key. Ordering Activities who subsequently change their System are required to submit a written letter (on Ordering Activity's company letterhead) requesting Contractor to issue a new license key. Contractor at its sole discretion will determine if it will issue a new license key.

UPGRADES. If the SOFTWARE is a valid upgrade Ordering Activity may use or transfer the SOFTWARE only in conjunction with the prior version(s) of the SOFTWARE.

OTHER RESTRICTIONS. Ordering Activity may not reverse engineer, decompile, disassemble, or translate the SOFTWARE, except to the extent such foregoing restriction is expressly prohibited by applicable law. Ordering Activity may not permit other individuals to use the SOFTWARE except pursuant to the terms and conditions herein, reverse assemble, decompile, modify or create derivative works based on the SOFTWARE, copy the SOFTWARE except as provided above, rent, lease, assign or otherwise transfer any rights with respect to the SOFTWARE or remove any proprietary notices on such SOFTWARE. It is illegal to copy or distribute the SOFTWARE or its accompanying documentation, including programs, applications, data, codes, and manuals, or to run a copyrighted software program on two or more computers simultaneously unless this is specifically allowed by the license agreement, without permission or a license from Contractor.

DUAL-MEDIA SOFTWARE. Ordering Activity may receive the SOFTWARE in more than one medium. Regardless of the type or size of medium Ordering Activity receive, Ordering Activity may use only the medium appropriate for Ordering Activity's single-user computer. Ordering Activity may not use the other medium on another computer or loan, rent, lease, or transfer the disks to another user except as part of the permanent transfer (as provided above) of all SOFTWARE and printed materials, nor print copies of any user documentation provided in "online" or electronic form.

INSTALLATION COMPUTER. Ordering Activity are solely responsible for the selection, sizing, configuration, tuning, and maintenance of the computer on which the SOFTWARE executes. Contractor will not provide any support for these activities.

LIMITED WARRANTY. Contractor warrants that the SOFTWARE will perform substantially in accordance with the accompanying written materials for a period of thirty (30) days from the date of receipt. This warranty may not be assigned.

ORDERING ACTIVITY REMEDIES. Contractor and its suppliers' entire liability and Ordering Activity's remedy shall be, at Contractors option, either (a) return of the price paid, or (b) repair or replacement of the SOFTWARE that does not meet Contractor's Limited Warranty and which is returned to Contractor with a copy of Ordering Activity's receipt. This Limited Warranty is void if failure of the SOFTWARE has resulted from accident, abuse, or misapplication. Any replacement SOFTWARE will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

NO OTHER WARRANTIES. To the maximum extent permitted by applicable law, Contractor and its suppliers disclaim all other warranties, either or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with regard to the SOFTWARE and the accompanying printed materials. This limited warranty gives Ordering Activity specific legal rights. Ordering Activity may have others, which vary from state/jurisdiction to state/jurisdiction.

IPS5500 Software

LICENSE: Contractor grants to Ordering Activity a non-exclusive, non-transferable (except as expressly provided herein) license (the "License") to use the version of the software product identified within a task or delivery order, and any product documentation provided, whether in printed, "online" or electronic form (the "Software") on one IPS 5500 product.

This license includes the use of all IPS 5500 features. The Software is "in use" on the system unit when loaded into memory (RAM) or installed into permanent memory (hard disk, CD-ROM, or other storage device) on the system unit. Ordering Activity may make one copy of the Software solely for backup or archival purposes if all copyright and other notices are reproduced on that copy, or Ordering Activity may copy the Software to a single hard disk provided Ordering Activity keep the original solely for backup or archival purposes. If the Software is an upgrade, Ordering Activity may use it only with the system unit originally purchased by Ordering Activity. If Ordering Activity receive the Software on more than one media, this does not affect the number of Licenses Ordering Activity are receiving or any other term.

OTHER RESTRICTIONS: Ordering Activity may not modify, adapt, decompile, disassemble, or otherwise reverse engineer the Software, except to the extent this restriction is expressly prohibited by applicable law. Ordering Activity may not loan, rent, lease, or license the Software or allow third parties to use the Software via time sharing, service bureau, or other arrangements, but Ordering Activity may permanently transfer Ordering Activity's rights under these terms provided Ordering Activity transfer these terms, the Software, and all accompanying printed materials and retain no copies, and the recipient agrees to the terms of these terms. Any such transfer must include the most recent update and all prior versions.

LIMITED SOFTWARE WARRANTY: Contractor warrants that, for a period of NINETY (90) days from the date of shipment of the Software, as originally delivered and unaltered, the software will substantially conform to the applicable product documentation provided with the Software. Any implied software warranties which may exist despite the disclaimer herein shall be limited to NINETY (90) days. This Limited SOFTWARE Warranty is void if failure of the Software is due to accident, abuse, or
misapplication through no fault of Contractor.

ORDERING ACTIVITY'S REMEDIES: CONTRACTOR'S obligation under this warranty will be to employ diligent efforts to correct documented nonconformity reported in writing by the end user to CONTRACTOR during the ninety (90) day warranty period and supply the end user with a corrected version of such Software or Documentation or a work-around as soon as practicable after the end user has notified CONTRACTOR of such defects. CONTRACTOR does not warrant that the Software will meet Ordering Activity's requirements, or that the Software will operate uninterrupted or error free or that all reported Software errors will be able to be corrected. Contractor's obligation under these terms will be to provide the remedies thus described.

NO OTHER WARRANTIES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL WARRANTIES OTHER THAN THE EXPRESS LIMITED SOFTWARE WARRANTY STATED ABOVE, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE LIMITED WARRANTY SET FORTH HEREIN GIVES ORDERING ACTIVITY SPECIFIC LEGAL RIGHTS, AND ORDERING ACTIVITY MAY HAVE OTHERS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON ORDERING ACTIVITY'S LOCATION. NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE OF CONTRACTOR IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN. ANY OTHER SOFTWARE FURNISHED WITH OR ACCOMPANYING THE SOFTWARE IS NOT WARRANTED BY CONTRACTOR.

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EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

MAINTENANCE

Definitions

"Maintenance Services Coverage" means the identification of specific maintenance services being provided to Ordering Activity, and the identification of products to which those services apply.

"Services" means specific services provided by Contractor in support of products and which may be modified from time to time by Contractor. This includes, but is not limited to, Advanced Hardware Replacement, Software Subscription Service, TopResponse Subscription Service.

"Covered Products" means the computer hardware products purchased or licensed from Contractor indicated in the Maintenance Services Coverage.

Eligibility of Products.

Covered Products shall be eligible for Services under these terms so long as (i) hardware products meet Contractor's specified minimum revision level and (ii) software products are unmodified, meet Contractor's specified revision level and are covered by a software license between Ordering Activity and Contractor or one of Contractor's authorized Resellers. Except as provided below, Covered Products shall be eligible for Services under these terms provided that they were covered by a Contractor warranty or subject to continuous Contractor Maintenance Services Coverage.

Services excluded from these terms include: (a) installation or maintenance of wiring, circuits, electrical conduits or devices external to the Covered Products; (b) service required due to abnormal usage including, but not limited to, accident, fire, water damage, earthquake, lightening or other causes external to the Covered Products; (c) replacement of parts or repair resulting from failure to provide and continually maintain adequate electrical power, air conditioning and humidity controls in accordance with Covered Product specifications; (d) service required to repair or restore Covered Products due to alterations or modifications performed by persons other than authorized Contractor service representatives; (e) replacement or reconditioning of Covered Products which, in Contractor's opinion cannot be reliably maintained or properly serviced due to excessive wear or deterioration; or (f) service on Covered Products removed from the location originally specified by Ordering Activity and/or reinstalled without the prior written approval of Contractor.

Responsibility of Ordering Activity.

Ordering Activity shall not perform support and maintenance services or repairs to the Covered Products without prior written approval by Contractor.

Ordering Activity shall maintain the installation site in accordance with the environmental specifications of the Covered Products.

Ordering Activity shall allow remote access to the Covered Products to enable Contractor to perform remote diagnosis. Where applicable, Ordering Activity agrees to permit Contractor service representative's full, free and safe on-site access to the Covered Products.

Ordering Activity shall provide a secure storage space, designated work area and access to a telephone, a backup copy of current software and data, and the reasonable use of necessary equipment, attachments, features and communications facilities, as may be required to troubleshoot and maintain the Covered Products.

Ordering Activity shall designate a primary contact and an alternate in connection with the maintenance Services performed under these terms. Such person(s) will promptly notify Contractor of malfunctions, cooperate in providing a complete description of the malfunction, including indicators on the Covered Products, and perform certain duties such as system restarts, logging and reporting of error information and running of operational readiness tasks as may be requested by Contractor.

Ordering Activity shall maintain back-up copies of all data.

Support and Maintenance Material. Contractor service representatives may use and store at Ordering Activity's facility software, documentation, tools, test equipment and other material to support the Covered Products. Contractor grants no title or license to such material and it remains the exclusive property of Contractor. Ordering Activity agrees not to use such material or make it available to third parties without Contractor's prior written consent. Contractor may remove such material upon the expiration or termination of these terms.

Warranties.

Contractor warrants that the support and maintenance Services shall be provided in a good and workmanlike manner.

This warranty is the exclusive warranty provided under these terms. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THESE TERMS AND PRODUCTS OR SERVICES FURNISHED TO ORDERING ACTIVITY HEREUNDER (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), EITHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, WHETHER MADE BY CONTRACTOR'S EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THESE TERMS SHALL BE DEEMED TO BE A WARRANTY BY CONTRACTOR FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF CONTRACTOR WHATSOEVER.

Movement of Covered Products.

Ordering Activity shall provide Contractor at least thirty (30) days advance written notice of its intention to move the Covered Products specifying the new location; provided, however, that Ordering Activity shall provide Contractor written notice of an emergency move within ten (10) days.

Ordering Activity may request that Contractor move the Covered Products to another location. Contractor will exercise reasonable efforts to service Covered Products subjected to an emergency move.

Software Updates. Contractor grants to Ordering Activity a non-exclusive, non-transferable license to use software updates provided under these terms solely for Ordering Activity's internal business purposes and solely on the Covered Products with which it is delivered or for which it is provided. Ordering Activity shall not disclose or make the software updates available to any third party. Ordering Activity shall protect the confidentiality of the software updates with at least the same degree of care, which it uses to protect the confidentiality of its own proprietary information of like nature, but with not less than a reasonable degree of care. Ordering Activity shall not copy the software updates, except Ordering Activity may make a single copy, solely for backup or archive, of any executable program originally delivered on magnetic media. Ordering Activity shall not modify, decompile, disassemble, translate, or reverse engineer the software updates, in whole or in part. This Section shall survive the expiration or termination of these terms.

Parts. Parts replaced during the term of these terms are provided on an exchange basis. Parts may be new, reconditioned, refurbished, or functionally equivalent to new. Replaced parts become the property of Contractor. All part(s) issued a return material authorization (RMA) are to be returned to Contractor within 10 business days of receipt of the replaced part(s). If part(s) are not received within 10 business days of receipt of advanced part(s), Contractor reserves the right to invoice Ordering Activity for full list price of part(s).

DESCRIPTION OF SERVICES - TopResponse

1)   Contractor will provide Protection Packs through the TopResponse Update Manager Software. Ordering Activity must register product in order to receive an Authentication License Key, which allows TopResponse Update Manager Software installation and access to downloading Protection Packs. Contractor will not be responsible for failure of Ordering Activity to obtain or misplace the Authentication License Key. This service is only available for those Ordering Activities with an IPS5500 device.

2)   Contractor will provide attack advisory notifications via email distribution. Ordering Activity is to provide two (2) valid end-user contacts complete with email addresses to receive notifications. Contractor will distribute via email the attack advisories to the contacts provided. Contractor will not be responsible for failure to notify Ordering Activity of advisories if the Ordering Activity has not provided valid contact information. To provide further assurance that all end users receive the advisories, the Contractor signed partner is to forward the advisories to the appropriate end user(s).

3)   Major, minor and maintenance software updates as generally released from time to time, to include media for remote distribution of software updates across Ordering Activity's network as well as a Web accessible electronic set of documentation for the Ordering Activity's central network site.

4)   Revision and enhancement release information, as it becomes available for general release, relating to availability of code corrections, work-around procedures and limitations of Covered Products.

5)   Periodic software problem status reports that include information concerning software enhancements, bugs and major documentation updates.

6)   Automatic distribution of all software release notes, software maintenance bulletins, open problem reports and major documentation updates.

7)   Technical support 7 x 24 via web based support system, with the ability to search our extensive knowledge base, manage incidents and communicate with Ordering Activity Support Engineers.

8)   Technical phone support via +1 978-212-1534. Normal business hours are Monday – Friday 8am¬5pm EST, excluding federal government recognized holidays. Emergency technical phone support is available 7 x 24 via the same number, which will transfer Ordering Activity to an answering service and a technician will call Ordering Activity back.

9)   Compact flash is not included.

10)   On-site support may be provided at Contractor's discretion.

MAJOR RELEASE - This software release consists of multiple new, significant features as well as rolled in bug fixes from previous maintenance releases.

MINOR RELEASE - This software release consists of one or more minor features or feature enhancements as well as bug fixes from previous maintenance releases. Minor releases alternate (usually) with major releases approximately every 6 months.

MAINTENANCE RELEASE - This software release consists of multiple bug fixes. Such a release is generated when a high number of bugs are reported by Ordering Activities. Maintenance releases tend to follow MAJOR RELEASES within 90-120 days of its FCS. Maintenance Releases are made available to Ordering Activities via electronic distribution. Bug fixes from Maintenance Releases are to be 'rolled up' into MAJOR and

MINOR Releases.

DESCRIPTION OF SERVICES – Advanced Hardware Replacement Advanced Hardware Replacement Program
Contractor shall replace malfunctioning hardware products based on the following maintenance coverage.
1)   Monday through Friday, between 8:00 a.m. and 5:00 p.m., U.S. Eastern Time, excluding federal government recognized holidays.
2)   For calls received by 3:00 p.m., U.S. Eastern Time, which are remotely diagnosed by Contractor as a hardware problem, and for which the RMA is released by Contractor credit by 3pm U.S. Eastern Time, Contractor shall ship replacement product the same business day, except for orders being fulfilled by the Contractor Japan depot which will ship next business day. For all other calls which are remotely diagnosed by Contractor as a hardware problem, Contractor shall ship replacement product the next business day. Replacement product is shipped priority, and all orders are reviewed and released by Contractor's credit department before being released for shipment.
3)   Ordering Activity shall return the malfunctioning hardware product, at their cost, to Contractor within ten days of receipt of the replacement hardware product. Malfunctioning hardware product not returned to Contractor within ten (10) business days of Ordering Activity's receipt of replacement hardware product shall be invoiced at Contractor's then-current list price.
4)   The replacement hardware product are provided to Ordering Activity at no cost provided the replacement was due to malfunction or normal wear and tear of the product and not due to causes external to the product. Otherwise, the hardware product is provided at the then-current Contractor list price.

DESCRIPTION OF SERVICES – Software Subscription Service Software Subscription Service (SSS)
1)   Major, minor and maintenance software updates as generally released from time to time, to include media for remote distribution of software updates across Ordering Activity's network as well as a Web accessible electronic set of documentation for the Ordering Activity's central network site.
2)   Revision and enhancement release information, as it becomes available for general release, relating to availability of code corrections, work-around procedures and limitations of Covered Products.
3)   Periodic software problem status reports that include information concerning software enhancements, bugs and major documentation updates.
4)   Automatic distribution of all software release notes, software maintenance bulletins, open problem reports and major documentation updates.

5) Technical support 7 x 24 via web based support system, with the ability to search our extensive knowledge base, manage incidents and communicate with Ordering Activity Support Engineers.

6) Technical phone support via +1 978-212-1534. Normal business hours are Monday – Friday 8am¬5pm EST, excluding federal government recognized holidays. Emergency technical phone support is available 7 x 24 via the same number, which will transfer Ordering Activity to an answering service and a technician will call Ordering Activity back.

7) Compact flash is not included.

8) On-site support may be provided at Contractor's discretion.

Software Subscription Service Entitlements

To define specifically what Major, Minor and Maintenance release means, we will use V4.1.2 as an example. In this example '4' represents the Major release, '1' represents the Minor release and '2' represents the Maintenance release.

MAJOR RELEASE - This software release consists of multiple new, significant features as well as rolled in bug fixes from previous maintenance releases.

MINOR RELEASE - This software release consists of one or more minor features or feature enhancements as well as bug fixes from previous maintenance releases. Minor releases alternate (usually) with major releases approximately every 6 months.

MAINTENANCE RELEASE - This software release consists of multiple bug fixes. Such a release is generated when a high number of bugs are reported by customers. Maintenance releases tend to follow MAJOR RELEASES within 90-120 days of its FCS. Maintenance Releases are made available to Ordering Activities via electronic distribution. Bug fixes from Maintenance Releases are to be 'rolled up' into MAJOR and MINOR Releases.

Software Warranty Entitlements

If SSS is not purchased, the unit is covered by the 90 day software warranty. The warranty period begins when the unit is shipped to the end user. Software Warranty also entitles a user to all Maintenance releases free of charge during the warranty period. Major and Minor releases are not provided free of charge during the Software warranty period.

Hardware Warranty

Contractor Ordering Activity's System Unit Hardware Warranty

The Contractor system unit is warranted by CONTRACTOR against defects in workmanship and material under normal use for a warranty period of one (1) year from the date of shipment. CONTRACTOR's sole responsibility under this warranty will be to repair, or at its option, to replace any hardware component of the system unit that fails during the warranty period because of a defect in workmanship or material. This warranty applies only to defective system units returned by the end user during the warranty period to a service facility designated by CONTRACTOR. All replaced and returned parts become CONTRACTOR's property on an exchange basis.

Limitation of Warranty

The above warranty extends only to the end user and is contingent on the proper use and care of the Products and maintenance of a safe and suitable site. Any Product not listed in the effective Contractor Price List is warranted "AS IS." CONTRACTOR's sole obligations under this warranty is to provide the remedies thus described TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THESE TERMS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. THE LIMITED WARRANTY SET FORTH HEREIN GIVES ORDERING ACTIVITY SPECIFIC LEGAL RIGHTS AND ORDERING ACTIVITY MAY HAVE OTHERS UNDER APPLICABLE LAW, WHICH MAY VARY DEPENDING ON ORDERING ACTIVITY'S LOCATION. NO DEALER, DISTRIBUTOR, AGENT, OR EMPLOYEE OF CONTRACTOR IS AUTHORIZED TO CHANGE OR ADD TO THE WARRANTY AND REMEDIES SET FORTH HEREIN.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

TRIUMFANT, INC.

TRIUMFANT LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE. Subject to the terms and conditions of this Attachment A and compliance with the terms and conditions of the Order, Contractor hereby grants Ordering Activity, a limited, non-exclusive, worldwide, non-transferable, license (for so long as Ordering Activity is in compliance with the terms of this Attachment A, including, without limitation, the Order) to use for internal business purposes the executable code version of the Licensed Software, provided any copy of the Licensed Software must contain all of the original proprietary notices, in accordance with the terms and conditions contained herein. Ordering Activity may not modify the Licensed Software or disable any licensing or control features of the Licensed Software. Subject to the terms and conditions of this Attachment A, Contractor hereby grants to Ordering Activity a non-exclusive, non-transferable, non-sublicenseable right and license during the term of this Attachment A to make copies of the Documentation provided by Contractor, solely for Ordering Activity's internal use in connection with the exercise of rights granted in Attachment A. Ordering Activity acknowledges that no right is granted to modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation.

ADDITIONAL LICENSE PROVISIONS

General Restrictions. Except as otherwise expressly provided in this Attachment A, Ordering Activity will not copy, modify, create derivative works of, or translate the Licensed Software, in whole or in part, nor resell, lease, lend, grant a security interest in, or distribute the Licensed Software to third parties.

Reverse Engineering. No license is given to Ordering Activity for the source code to the Licensed Software. Ordering Activity agrees that it, directly or indirectly, will not reverse engineer, decompile, modify, or prepare derivative works of the Licensed Software.

Authorized Users. Subject to the terms and conditions of this Attachment A, Contractor hereby grants, and Ordering Activity accepts, the right and license to install and use the Licensed Software on one or more computers, provided, however, that the total number of Authorized Users may not exceed the licenses purchased as expressly stated in the Order. For purposes of this Attachment A, the term "Authorized Users" will mean any single user of the Licensed Software who is granted access to the Licensed Software by Ordering Activity through the assignment of an active user ID and for which Ordering Activity has paid the appropriate fees for such user and for Authorized Users who access the Licensed Software. Each unique user ID may not be shared or used by more than one user, but may be reassigned from time to time by Ordering Activity to new users replacing users that no longer require access to the Licensed Software by designating each user ID as "active" or "inactive" as determined by Ordering Activity's designated administrators. Ordering Activity acknowledges and agrees that, as between Ordering Activity and Contractor, Ordering Activity will be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by Ordering Activity, would constitute a breach of this Attachment A.

Sublicenses. Without the prior written consent of Contractor, Ordering Activity will not sublicense or permit the sublicense of any of the rights granted to Ordering Activity by Contractor in this Attachment A.

Reserved Rights. Contractor reserves all rights not expressly granted under this Attachment A.

WARRANTIES

Limited Warranties. Contractor warrants that, for a period of ninety (90) days from the date of delivery: (i) when used in the manner for which it was intended based on the description contained in the accompanying documentation, the Licensed Software will perform in substantial conformance with the documentation supplied with the Licensed Software; and (ii) the physical media on which the Licensed Software is furnished will be free from defects in materials and workmanship under normal use (if applicable).

DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS SECTION, THE LICENSED SOFTWARE, AND ANY OTHER MATERIALS, SOFTWARE, INFORMATION, DATA AND/OR SERVICES PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY CONTRACTOR ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. CONTRACTOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE, OR ANY OTHER INFORMATION, DATA, MATERIALS, SOFTWARE OR SERVICES PROVIDED UNDER THIS ATTACHMENT A WILL MEET ORDERING ACTIVITY'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. ORDERING ACTIVITY ACKNOWLEDGES THAT CONTRACTOR' OBLIGATIONS UNDER THIS ATTACHMENT A ARE FOR THE BENEFIT OF ORDERING ACTIVITY ONLY.

MAINTENANCE AND SUPPORT SERVICES
During the term of this Attachment A, the maintenance and support services ("Maintenance and Support Services") to be provided to Ordering Activity under this Attachment A are:

Incident Reporting. Contractor through Manufacturer will have technical support personnel available. Ordering Activity will receive an initial response to inquiries. An "Incident" is a failure of the Software to conform in all material respects to its functional specifications as then published, provided that a reported Incident will not be deemed to be an Incident unless: (i) Contractor is able reproduce it under the same or similar conditions with reasonable effort on a supported platform; (ii) it does not result from misuse or improper use of the Contractor Software by Ordering Activity; and (iii) the Software has not been modified.

Error Correction. Contractor will use commercially reasonable efforts to create Error Corrections. An "Error Correction" is defined as a modification or addition, which when made or added to the Contractor Software or its documentation establishes material conformity of the Contractor Software with its functional specifications. Error Corrections include, without limitation, changes in the documentation, procedures or routines that when used in the regular operation of the Contractor Software eliminates the practical adverse effect on Ordering Activity of the nonconformity.

Enhancements. An "Enhancement" is defined as extensions and other changes that are logical improvements to the Contractor Software and that Contractor makes generally available to Ordering Activities receiving Maintenance and Support Services. Each Enhancement will include any Error Corrections issued since the previous Enhancement. Enhancements do not include (i) new software products that are generally made available as a separate, price-listed options or additions to the Contractor Software or upgrades to new platforms or (ii) custom program modifications or requests for new functionality that are not made generally available to Ordering Activities receiving Maintenance and Support Services. Contractor will notify the Contact by e-mail when any Enhancements to the Software are made available to customers receiving Maintenance and Support Services. On request, Contractor will ship or FTP one copy of the Enhancement to the Contact at no additional cost, provided however, that Contractor reserves the right to require instead that the Contact download any or all Enhancements from Contractor's designated website.

Filter Sets, Response Sets, Policy Templates and Report Capabilities. Contractor may provide at its sole discretion standard filter sets, response sets, policy templates, and/or report capabilities at no additional charge to Ordering Activity. Requests for additional filter sets, response sets, and policy templates that are not part of Contractor's standard sets will be subject to additional fees as determined by Contractor.

Technical Support. During the term of this Attachment A, Contractor will provide Ordering Activity with support to provide assistance with technical issues relating to the installation, operation and functionality of the Software. This support specifically, but without limitations, does not include assistance with Ordering Activity's input errors, issues related to any training content of the Software, issues related to Ordering Activity's hardware, or other problems related to deployment of the Software in conjunction with other software or operating systems.

Terminology and Definitions

Response Time: Response time is defined, as the time required for the assigned Contractor support person to call the initiator of the Incident and begin work on the recorded Incident.

Resolution Time: Contractor will use its best efforts to provide a workaround or fix once the Incident has been reproduced by Contractor or a Contractor Software defect has been identified. The time required to accomplish this is defined as Resolution Time.

Incident Class: Incident classes are identified below:

    Level 1   The Software is down or severely impacted, or Ordering Activity's data is lost or destroyed, or the Contractor Software is adversely affecting Ordering Activity's other systems. No reasonable workaround is currently available (for example, system crashes or panics, or corrupted data).

    Level 2   The Software is moderately affected. No workaround is currently available or the workaround is unreasonably cumbersome to use.

    Level 3   The issue with the Software is not critical and the issue does not hinder normal operation, or a reasonable workaround is available. Notwithstanding the foregoing, if an Incident is reported to Contractor via email, the Incident will be classified as Level 3.

    Level 4   There are non-critical issues with the Software or documentation where no work-around is needed to provide the expected functionality. Level 4 also includes general questions, enhancement requests for the Contractor Software or its documentation, reports of documentation errors, etc.

Account Manager: Contractor will assign an Account Manager to be the primary contact for Ordering Activity for new business requests and the facilitation of service support performance reviews. Contractor reserves the right to change the Account Manager at any time without notice.

Service Levels

Contractor's standard support services program includes the following:
1. Standard Support Hours are Monday through Friday from 8:00 AM to 8:00 PM (EST), excluding holidays and weekends.
2. Contractor is available to open new support cases via telephone, email, or online helpdesk during the Standard Support Hours.
3. For the most current Releases of the Software, Contractor provides Error Correction or workarounds required for the Software to conform to functional specifications.
4. Contractor provides new Releases and Enhancements for the Software covered under Ordering Activity's maintenance agreement at no additional fee.
5. Contractor provides updated standard filter sets, response sets, policy templates, and report capabilities for the most recent Releases of the Software covered under Ordering Activity's maintenance agreement at no additional fee.
6. Contractor provides training for new features covered under Ordering Activity's maintenance agreement at no additional fee via regularly scheduled Web Training Sessions or for a fee at the Ordering Activity's Site or Contractor Site.

Contractor's extended support services program includes the following:
1. Extended Support Hours are seven (7) days per week, 24 hours per day including holidays and weekends.
2. Contractor is available to open new support cases via telephone, email, or online helpdesk during Extended Support Hours.

3. For the most current Releases of the Software, Contractor provides Error Correction or workarounds required for the Software to conform to functional specifications.
4. Contractor provides new Releases and Enhancements of the Program covered under the Ordering Activity's maintenance agreement at no additional fee.
5. Contractor provides updated standard filter sets, response sets, policy templates, and report capabilities for the most recent Releases of the Software covered under the Customer's maintenance agreement at no additional fee.
6. Contractor provides training for new features covered under the Ordering Activity's maintenance agreement at no additional fee via regularly scheduled Web Training Sessions or for a fee at the Ordering Activity's Site or Contractor Site.

Response and Resolution Times

Incident Class	Response	Resolution
Level 1	2 hours	Upon confirmation of receipt, Contractor through Manufacturer begins continuous work on the Incident, provided that a Ordering Activity resource must be available at any time to assist with problem determination. Contractor will use its best efforts to provide a workaround or fix within 48 hours, once the Incident has been reproduced by Contractor or a Software defect has been identified. Contractor may at its sole discretion incorporate any fix(es) in future Release(s) of the Software.
Level 2	8 business hours	Upon confirmation of receipt, Contractor through Manufacturer will use its best efforts to provide a workaround or fix within 7 business days, once the Incident has been reproduced by Contractor or a Software defect is identified. Contractor may at its sole discretion incorporate any fix(es) in future Release(s) of the Software.
Level 3	24 business hours	Contractor through Manufacturer will use its best efforts to provide a workaround or fix within 10 business days, once the Incident has been reproduced by Contractor or a Software defect is identified. Contractor may at its sole discretion incorporate any fix(es) in future Release(s) of the Software.
Level 4	5 business days	At its discretion, Contractor may provide a future Release to resolve the reported Incident.

Technical Support can be contacted via the following methods:
1. Phone 1-800-267-2190 or 919-248-9393 ext 226
2. Online Helpdesk (http://www.rap-x.com/index.jsp?key=-1362174909)

When contacting Contractor Technical Support via phone, email, or the online Contractor Helpdesk, a case is created with an associated priority. If a support case is created via the online helpdesk or over the telephone, customers may specify the case priority. If a case is created via email, the case priority will default to Level 3.

Contractor reserves the right to change the contact information described above at any time.

PROFESSIONAL SERVICES

The parties anticipate that Ordering Activity may desire to engage Contractor through Manufacturer to perform certain services in connection with the licenses or access rights granted to Ordering Activity by Contractor under separate task or delivery orders, including, by way of example, installation, configuration and/or training services. Contractor shall use commercially reasonable efforts to perform the services as set forth in Statements of Work separately executed by the parties (the "Professional Services"). Contractor shall perform the Professional Services in a professional manner in accordance with industry standards.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

TRUSTWAVE HOLDINGS, INC.

TRUSTWAVE LICENSE, WARRANTY AND SUPPORT TERMS

License Grant. Contractor grants to Ordering Activity a worldwide, non-exclusive, non-transferable, limited, personal license, without the right to grant sublicenses, for the Term set forth on a Purchase Order, to reproduce the Software and Documentation solely as necessary to install and use the Software, and solely (i) for its intended an permitted use as identified by Contractor, (ii) in accordance with the Documentation (including the limitations on the number of Workstations and/or User licenses set forth on a Purchase Order, (iii) for Ordering Activity's internal business purposes, and (iv) in compliance with all applicable laws. Ordering Activity may make one (1) copy of the Software solely for backup or archival purposes; *provided, however*, that Ordering Activity shall reproduce, on any such copy of the Software, Contractor's copyright notice and any other proprietary rights notices or logos that appear in the original Software.

Restrictions on Use. Ordering Activity acknowledges that the Software and its structure, organization, and source code constitute valuable trade secrets of Contractor and its suppliers. Accordingly, Ordering Activity shall not, nor shall it permit, assist or encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Software or Documentation; (ii) merge the Software with other software; (iii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Software or the Documentation to any third party; (iv) make available the Software via an outsourcing, timesharing, service bureau, or other arrangement; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software, or unbundle any of the programs embedded in the Software; (vi) publish results of any program benchmark tests without Contractor's prior written consent; (vii) exceed the permitted number of Workstations and/or Users; (viii) remove any proprietary notices on or relating to the Software; (ix) permit any third party application to access the collection of data indexed by the Software; or (x) otherwise exercise any rights in or to the Software or the Documentation except as expressly permitted hereunder.

Open Source Software. The following terms and conditions are applicable only to the Open Source Software: i) Ordering Activity may copy and distribute the Open Source Software in object code or executable provided that Ordering Activity also does one of the following: a) Accompany the Open Source Software with the complete corresponding machine-readable Open Source Software source code, which must be distributed verbatim as received, provided that a conspicuous and appropriate copyright notice and disclaimer of warranty is published on each copy on a medium customarily used for software interchange; or, b) Accompany the Open Source Software with a written offer to give any third party, for a charge no more than the cost of physically performing source distribution, a complete machine-readable copy of the corresponding Open Source Software source code, to be distributed verbatim as received, provided that a conspicuous and appropriate copyright notice and disclaimer of warranty is published on each copy on a medium customarily used for software interchange; ii. The Open Source Software source code contains the copyright notices and disclaimer of warranty consistent with the requirements of this section.

Maintenance.

In the event Ordering Activity purchases Maintenance with a license, as identified on a Purchase Order, Maintenance shall commence on the Effective Date of the Purchase Order and remain in effect for the duration of the Maintenance Term specified in a Purchase Order accepted by Contractor. Thereafter, subsequent terms of Maintenance may be purchased by Ordering Activity via a subsequent Purchase Order accepted by Contractor. All subsequent terms of Maintenance shall be subject to the terms and conditions of this Attachment. Contractor reserves the right to suspend or refuse to provide Maintenance while any accrued Maintenance Fees remain unpaid. If Ordering Activity elects not to extend the Maintenance Term or Contractor through Manufacturer elects not to generally make Maintenance available to its customers, the terminating party shall notify the other party in writing of its intent to terminate Maintenance no less than sixty (60) days before the expiration of the then-current Maintenance Term. In the event Ordering Activity terminates Maintenance, Contractor may, in its discretion, refuse to provide any future Maintenance to Ordering Activity.

Maintenance Provided.

Telephone and Electronic Mail Support. Contractor shall provide telephone and electronic mail support to Ordering Activity during the Support Hours. Telephone and electronic mail support shall include the following:
  (a) Clarification of functions and features of the Supported Program;
  (b) Clarification of the Documentation;
  (c) Guidance in operation of the Supported Program;
  (d) Assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and
  (e) Advice on bypassing identified Errors in the Supported Program, if reasonably possible.

Self-Service Internet Portal Support. Via Contractor through Manufacturer's Internet site (www.Trustwave.com), Ordering Activity may access Contractor FAQs, how-to articles, tips, tools, etc. Additionally, Contractor's on-line support includes the following:
  (a) Case creation;
  (b) Software Releases;
  (c) Documentation

Resolution of Errors. Contractor shall use commercially reasonable efforts to provide a Resolution to the Supported Program.

Exceptions. Contractor shall provide Maintenance only for the Supported Program(s). Contractor shall have no responsibility under the Attachment to fix any Errors arising out of or related to the following causes: (a) Ordering Activity's modification of the Supported Program (in

whole or in part); (b) use of the Supported Program in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by Contractor; excessive heating; fire and smoke damage; operation of the Supported Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use. Any corrections performed by Contractor for such Errors shall be made, in Contractor's reasonable discretion, at Contractor's then-current time and material charges.

Software Releases. Contractor shall provide Software Releases as and when developed for general release in Contractor's sole discretion so long as Contractor has received the applicable Maintenance Fees.

Warranty; Disclaimer.

LIMITED WARRANTY: The Software is warranted to substantially conform to its published specifications, as those exist on the date of delivery to the end user of the Software, for a period of ninety (90) days from the date of delivery or as otherwise agreed in writing by Contractor. Contractor's sole obligation under this warranty shall be limited to use of commercially reasonable efforts to correct the Software as soon as practical after licensee has notified Contractor in writing of nonconformance.

Disclaimer. Except as expressly set forth above, the Software, the Documentation, the Maintenance, and any other services that may be provided by Contractor to Ordering Activity are provided "AS IS" without any warranty of any kind. Contractor, on behalf of itself and its suppliers, hereby expressly disclaims all other warranties with regard to the Software, the Documentation, the Maintenance, and any other services, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and noninfringement and any warranties arising out of course of dealing or course of performance. Contractor does not warrant that Ordering Activity's use of the Software shall be error-free, uninterrupted, virus-free, or secure. Ordering Activity acknowledges that it has relied on no other warranties and that no other warranties are made herein by Contractor or any of Contractor's suppliers. Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to Ordering Activity. To the maximum extent permitted by applicable law, any implied warranties are limited to thirty (30) days

NO WARRANTY – OPEN SOURCE SOFTWARE
        i. BECAUSE THE OPEN SOURCE SOFTWARE IS LICENSED FREE OF CHARGE, THERE IS NO WARRANTY FOR THE OPEN SOURCE SOFTWARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE OPEN SOURCE SOFTWARE "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE OPEN SOURCE SOFTWARE IS WITH ORDERING ACTIVITY. IN THE EVENT THE OPEN SOURCE SOFTWARE PROVE DEFECTIVE, ORDERING ACTIVITY ASSUMES THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

        ii. IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE OPEN SOURCE SOFTWARE AS PERMITTED HEREUNDER, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN SOURCE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE OPEN SOURCE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limited Hardware Warranty. Contractor warrants to Ordering Activity for the benefit of Ordering Activity only that the Equipment (excluding software) furnished by Contractor pursuant to the Attachment will be free from defects in material and workmanship for ninety (90) days from the date of shipment of the Equipment.   In the event of a defect in the materials or workmanship of the Equipment during said warranty period, Ordering Activity shall have the right to return such defective Equipment to Contractor, and Contractor shall, at Contractor's election and expense, either repair or replace such defective Equipment.   Ordering Activity agrees to pay for shipping charges related to the replaced Equipment. Ordering Activity shall be solely responsible for all costs associated with repairing or replacing any Equipment damaged by accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; causes other than ordinary use; or any damage resulting from a breach of Ordering Activity's obligations hereunder.

LIMITATION ON HARDWARE WARRANTIES. CONTRACTOR GRANTS NO WARRANITES TO ORDERING ACTIVITY EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, THEIR NON-INFRINGEMENT OR OTHERWISE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

WORKSOFT, INC

WORKSOFT LICENSE, WARRANTY AND SUPPORT TERMS

Grant of License. Contractor hereby grants to Ordering Activity a non-exclusive, non-transferable, non-sublicenseable, restricted license to use the Licensed Software for internal purposes only, for the specific Business Project and during the license term specified in a Purchase Order (the "License"). The License permits employees and authorized users of Ordering Activity to use the Licensed Software, subject to the number of concurrent licenses specified in the Purchase Order. The Licensed Software shall not be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

Prohibited Uses. Ordering Activity may not (i) transfer all or any portion of the Licensed Software or keys to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Ordering Activity or Affiliates of Ordering Activity, (ii) reinstall or use the Licensed Software, keys or documentation following the expiration or termination of an order unless it enters into an additional license agreement with Contractor (iii) attempt to circumvent any technical devices of the License Software that are directed at, or have the effect of, enforcing the terms of this License (iv) make copies of the Licensed Software or keys, or (v) modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to Ordering Activity. Ordering Activity may not remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Licensed Software, the media on which it is contained, or related data, documentation or other materials. Ordering Activity may not market, sell, lend, rent, lease, or otherwise distribute the Licensed Software. Except as otherwise expressly provided herein, Ordering Activity may not assign, sublicense or otherwise transfer any rights in or to the Licensed Software.

Maintenance and Support Services. For a term of one year from the day Contractor ships the Licensed Software to Ordering Activity, Contractor shall provide Ordering Activity with maintenance and support services (the "Maintenance and Support Services") as follows: (a) provide to Ordering Activity all bug fixes, updates, upgrades and patches for the Licensed Software that are generally released to Contractor's Maintenance and Support Services customers within Contractor's sole discretion in order to remedy any errors or defects; (b) maintain the performance of Licensed Software in accordance with Contractor's specifications and documentation for the Licensed Software; and (c) provide technical phone support and other services as described in any Purchase Order. The following services are not included under Maintenance and Support Services: (a) services arising out of, resulting from or with respect to, (i) the relocation, movement, improper operation, neglect, or misuse of the Licensed Software; (ii) Ordering Activity's failure to maintain proper site or environmental conditions; (iii) the use of the Licensed Software with any software or hardware for which its use is not recommended in the documentation for the Licensed Software; (iv) the fault of Ordering Activity or Ordering Activity's agents or employees; (v) any attempt at repair or service resulting from or required as a result of neglect, misuse, or accidental damage of the products; (vi) alterations or modifications to the Licensed Software performed by other than Contractor or a party authorized by Contractor to perform such alterations or modification; (vii) the use of the Licensed Software for other than the purposes for which it was designed; (viii) any casualty, act of God, or the unauthorized act of any third party; (ix) the failure or interruption of any electrical power, telephone, or communication service or like cause; (x) any other cause external to the Licensed Software except ordinary use in accordance with the license granted; (xi) the support of software developed by Ordering Activity or obtained by Ordering Activity from third parties; (xii) a guarantee that there will be a software update during the term of this contract; (xiii) software that is not the then-current production release or the immediately preceding release (if more than 180 days has elapsed since the date a production release subsequent to the software has occurred); and (xiv) misuse, or malfunction of hardware or operating systems; (b) any service or product not specifically set forth in a Purchase Order; (c) service at Ordering Activity's location; (d) hardware and related supplies; and (e) training. Contractor shall respond to any request for Maintenance and Support Services due to a failure of the Licensed Software to perform in accordance with its specifications or documentation by telephone or electronic mail response by a qualified and knowledgeable representative within one business day of receipt of such request. The parties hereby acknowledge that Maintenance and Support Services will include from time to time in Contractor's sole discretion product releases that contain enhanced functionality, provided that there are no time lapses between annual maintenance periods paid for by Ordering Activity.

Maintenance and Support Services shall be provided to Ordering Activity 9 hours per day (8:00 AM – 5:00 PM CST, 9:00 AM – 6:00 PM EST), 5 days a week (Monday through Friday, excluding Contractor holidays) ("Business Hours") by telephone or electronic mail for technical support and assistance for inquiries from Ordering Activity regarding the Software and technical issues that arise with respect to the Licensed Software, by which Contractor shall use commercially reasonable efforts to resolve such issues via the telephone or electronic mail

Warranty and Remedies. Contractor warrants that (i) it has the authority to grant the License extended under this contract to Ordering Activity; (ii) the media supplied by Contractor on which the Licensed Software is distributed is free from defects in materials and workmanship; (iii) any Services provided will be performed in a professional and workmanlike manner; and (iv) the Licensed Software will conform substantially to its documentation for thirty (30) days from delivery. Ordering Activity must notify Contractor of any failure of the Licensed Software or Services to comply with the foregoing warranties within thirty (30) days from the delivery of the Software or the performance of the Services, as the case may be. Ordering Activity's remedy for a breach of the express warranties will be repair or replacement of the Licensed Software or re-performance of any applicable Services, within reasonable times consistent in each case with the severity of the breach and its impact on the Ordering Activity's business. If, after using commercially reasonable efforts, Contractor is unable to make the Licensed Software operate as warranted, Ordering Activity will be entitled, upon uninstalling the Licensed Software and any copies made, to a refund of the license fees paid by Ordering Activity to Contractor. CONTRACTOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE LICENSED SOFTWARE OR ANY SERVICES TO BE PROVIDED UNDER THIS ATTACHMENT OR ANY APPLICABLE PURCHASE ORDER, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

CONTRACTOR DOES NOT WARRANT THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED IN THIS ATTACHMENT OR ANY APPLICABLE PURCHASE ORDER, CONTRACTOR HAS NO DUTY TO UPDATE, MAINTAIN OR PROVIDE ANY ENHANCEMENTS FOR THE LICENSED SOFTWARE.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ZEBRA ENTERPRISE SOLUTIONS, INC.

ZEBRA ENTERPRISE LICENSE, WARRANTY AND SUPPORT TERMS

Ordering Activity will not: (i) copy the firmware (except as permitted under applicable copyright law with respect to back-up or archival copies); (ii) attempt, and use its best efforts to prevent Ordering Activity's employees and contractors from attempting, to reverse engineer, reverse compile, modify, translate or disassemble the firmware (or any complete or partial copy) to establish the source code thereof; or (iii) distribute, disclose, market, rent, lease or transfer to any third party any portion of the firmware, or use the firmware in any service bureau arrangement, facility management, or third party training.

MAINTENANCE AND SUPPORT SCHEDULE

Definitions

"Error" means if current functionality in the Software does not materially conform to the specifications as described in Documentation.

"New Release" means an updated or upgraded object code version of one or more modules or options of the Software Product that replaces all prior versions of such modules or options. This would include any update, rollup, major release, minor release, service pack, patch or hotfix that is used to improve or to repair a Software Product including associated Documentation. Following its release a New Release shall be the only version eligible for Maintenance and Support.

General

Maintenance and Support Period: The initial maintenance and support period shall begin upon the commencement of the relevant Warranty Period and end on the last day of the month of the following one-year anniversary ("Maintenance Period").

Maintenance and Support Services: During any applicable Maintenance Period, Contractor shall provide Ordering Activity with Contractor's standard maintenance and support services program as set forth herein ("Maintenance and Support"). Ordering Activity has no rights to obtain Maintenance and Support unless Ordering Activity elects to obtain such Maintenance and Support at the time the Product is purchased or licensed, is current in its payments thereof, and is not in breach of any material provision(s) of the contract. Ordering Activity acknowledges and agrees that non-payment of any fees, expenses or other charges of any kind when due, among other events, constitutes such a breach, and therefore Contractor may, in its discretion, suspend or terminate Maintenance and Support as a result.

New Releases: During the Maintenance Period, Contractor shall make available to Ordering Activity New Releases, which Contractor generally provides to its customers receiving Maintenance and Support.

Reinstatement: If Maintenance and Support is suspended or terminated upon the request of, or due to the fault of Ordering Activity, then Contractor shall have the right to assess a fee as a condition to reinstatement of Maintenance and Support equal to one hundred fifty percent (150%) of all Maintenance and Support Fees payable from the conclusion of the last Maintenance and Support period or portion thereof for which Maintenance and Support Fees have been received by Contractor, through the date that Maintenance and Support is reinstated. Upon reinstatement, Maintenance and Support Fees shall be paid in accordance with the terms set forth in the contract.

Software Restrictions: To receive the Maintenance and Support described below and any modifications thereto as noticed from time to time by Contractor, the Software must be properly licensed, and Ordering Activity must be in full compliance with all terms and conditions set forth in this contract. Contractor shall have no obligation to provide Maintenance and Support for (a) Software that has been modified by Ordering Activity or third parties; (b) use of the Software other than in accordance with the Documentation; or (c) Software installed on any computer hardware or system software or used in conjunction with any third party software not specified in the Documentation or other Contractor recommendation specified in writing.

Data Costs: Ordering Activity shall pay for all costs, including the cost of data transmission, associated with its delivery of telecommunications connections to Ordering Activity's computer equipment required for Contractor' support of the Software.

Scope of Maintenance and Support

Error Corrections: Contractor shall use commercially reasonable efforts to provide Error correction services and technical support services by (1) making available releases of Software integrating any such corrections, with the release schedule to be determined by Contractor; and (2) by providing its Error correction services in accordance with the targeted resolution plan response times summarized in the table below. Contractor is not responsible for correcting Errors in other than the most current version of the Software offered to Ordering Activity. Failures resulting from any of the exclusions described herein or Ordering Activity's negligence, improper use, alteration or damage of the Software, or Ordering Activity's use of the Software with any hardware or software not identified as compatible by Contractor, do not constitute Errors. Ordering Activity acknowledges that the resolution plan times set forth in the table below are target response times and agrees that it must provide prompt feedback and assistance in aid of Contractor's support efforts.

PRIORITY 1 ("P1"): CRITICAL IMPACT	TARGET RESOLUTION PLAN
Symptoms: Production system totally inoperable or crashes frequently Major, irrecoverable data loss, or other mission-critical impact on business operations No work-around	Resolution Plan: Initial response: Within 1 hour Target: Immediate temporary work-around Target: Resolution available within 20 working days Handled: 24x7x365
PRIORITY 2 ("P2"): SERIOUS IMPACT	**TARGET RESOLUTION PLAN**
Symptoms: Production system is operational, but frequent malfunction in essential system component Only short term work-around exists	Resolution Plan: Initial response: Within 1 working day Target: Temporary work-around within 5 working days Target: Resolution available within the next scheduled release. Handled: During normal working hours
PRIORITY 3 ("P3"): SIGNIFICANT IMPACT	**TARGET RESOLUTION PLAN**
Symptoms: Production system is operational, but occasionally mishandles transactions or data Work-around exists, but is inconvenient	Resolution Plan: Initial response: Within 3 working days Target: Resolution available in a subsequent minor release Handled: During normal working hours
PRIORITY 4 ("P4"): LOW IMPACT	**TARGET RESOLUTION PLAN**
Symptoms: Production system is operational but not functioning in accordance with Documentation Redundant output, misspelled text or other cosmetic defect Reasonable work-around exists	Resolution Plan: Initial response: Within 10 working days At Contractor's discretion, may include in subsequent major release or may not fix Handled: During normal working hours

Conditions for Error Correction: Contractor's Error correction services apply only to Errors that Ordering Activity can reproduce for Contractor's review. Contractor through Manufacturer and Ordering Activity shall categorize each reported Error as P1 through P4 by mutual agreement. Error correction may include a temporary work-around, patch, or bypass supplied by Contractor, or a computer or operational routine by Ordering Activity to diminish or avoid the effect of the Error. Contractor does not represent or warrant that all Errors can or shall be corrected.

Ordering Activity Contacts: Ordering Activity's system administrators (no more than 2 individuals) shall be responsible for daily maintenance of the Software per the Documentation and shall provide first line support for Ordering Activity's users of the Software. During all hours of the day, seven days a week, Contractor shall make a member of its technical support staff available to receive notice of, and to initiate work on, P1 Errors. During the normal business hours of the relevant Contractor support facility, Contractor shall make a member of its technical support staff available by telephone to Ordering Activity's system administrator(s) (Ordering Activity's sole liaison with Contractor for Maintenance and Support) to assist Ordering Activity's use of the Software and to receive notice of P2, P3, and P4 Errors.

Hardware Maintenance and Support: With regard to Hardware only, as a condition of Contractor's performance of its obligations under this Maintenance and Support Schedule, Ordering Activity shall purchase and maintain the recommended number of spare parts to the Hardware owned by Ordering Activity. Within five (5) working days following receipt by Contractor of any defective Hardware components covered under Maintenance and Support, and a Purchase Order under which Ordering Activity pays for replacement hardware as specified above, Contractor shall ship a replacement part to Ordering Activity, if that part is in stock. Certain Hardware peripherals are not covered under Maintenance and Support. For purposes of this Schedule, "peripherals" are auxiliary devices sold distinct from a Product's central processing unit and working memory, and often connected externally to the Product.

On-site Support. Contractor through Manufacturer shall provide Ordering Activity with on-site response support for Hardware only at its then current hourly fee, with a 4-hour minimum charge for each Ordering Activity request for on-site support, which shall be an additional charge to the Maintenance and Support Fees. For Ordering Activity requests received prior to 2:00 p.m. local time of the Contractor entity providing Maintenance and Support hereunder, Contractor shall use commercially reasonable efforts to dispatch a support technician to the relevant Ordering Activity site within the next three (3) working days to (i) trouble-shoot the system, (ii) repair any Hardware that requires servicing utilizing Ordering Activity purchased spares, and (iii) facilitate the replacement of any Hardware that requires replacing under the terms and conditions provided in this Maintenance and Support Schedule. In the event that the problem is caused by other than a covered Hardware component, Ordering Activity shall pay Contractor's then current fee for such services.

Exclusions. Maintenance and Support for Products does not include any of the following (a) support of Software which is not the then-current release, or an immediately previous sequential release of such Software; (b) third-party devices (excluding OEM devices sold by Contractor); (c) maintenance services for certain Contractor-determined peripherals including but not limited to Locate Devices and WhereCall Devices; (d)

electrical work, cabling, and labor associated with installation or replacement of Hardware; (e) repairs to damages or defects in the Products resulting from causes external to the Products, including performance and maintenance or the attempted repair of a Product by persons other than Contractor personnel; (f) furnishing supplies or accessories or painting or refinishing the Hardware; (g) services that are commercially impractical to perform because of alterations in, or attachments to, the Hardware; (h) repair of the Products' system damage, replacement of parts or increase in service time caused by: (i) neglect or misuse, including use of the Products for purposes other than for which designed, (ii) transportation, vandalism or burglary of the Products, accident or disaster, (iii) unauthorized alterations to the Products, (iv) service conditions that are unlawful and/or pose an unacceptable risk to the safety of service personnel, (v) services required as a result of changes to the Ordering Activity's systems, applications, network or RF environment made following the original installation of the Products, and/or (vi) services required in situations where Ordering Activity has not complied with environmental and other technical Specifications as defined by Contractor; (i) alterations to the Products not authorized by Contractor; (j) reconfigurations or other Ordering Activity-requested changes; and/or (k) any other services defined by Contractor for which the Ordering Activity is responsible.

Remote Diagnosis. Ordering Activity shall provide Contractor personnel with dial-in access in order to remotely verify and diagnose the health and status of the Products according to Contractor's then-current Specifications. Such access will expedite the process of identifying Product issues requiring repair or replacement.

Warranty

Hardware. Contractor warrants that for the duration of the period commencing upon shipment of the Hardware by Contractor and ending one (1) year thereafter ("Warranty Period for Hardware"), the Hardware Products shall be free from material defects in materials and workmanship.

Software. Contractor warrants that for the duration of the Warranty Period for Software, the Software Products shall materially perform in accordance with their Documentation, and the media containing the Software Products shall be substantially free from material defects in workmanship and materials. The "Warranty Period for Software" means the period of time commencing upon delivery and ending ninety (90) days thereafter.

Verification. (i) Ordering Activity shall notify Contractor of a failure by a Product to perform in accordance with the relevant standards set forth in this Representations and Warranties section. For Hardware Products, Ordering Activity shall provide Contractor with the non-conforming Product, along with all documentation, records and other necessary detail in order for Contractor to confirm such non-conformity to the relevant standards. If such Product is found by Contractor not to be defective, Ordering Activity shall pay the shipping costs associated with returning such Product to Ordering Activity. If such Hardware Product is confirmed by Contractor to be defective, the Remedy section below shall apply. (ii) For Software Products, Ordering Activity shall notify Contractor of the material failure of the Software Product to conform to its functional Specifications as described in the Documentation ("Error"). Contractor shall then use commercially reasonable efforts to reproduce and validate such Error. If such Software is subsequently confirmed by Contractor to be defective, the Remedy section below shall apply.

Remedy. In the event of any breach of the limited warranties set forth above during the applicable Warranty Period, Contractor's obligation, and Ordering Activity's remedy, shall be to promptly, at Contractor's option, either repair or replace the non-conforming Product, or to refund the amounts paid to Contractor for the non-conforming Product. Notwithstanding anything to the contrary in this Attachment, the limited warranties set forth shall not apply to any defects or problems caused in whole or in part by (i) any modification or enhancement made to a Product by Ordering Activity or any third party, (ii) any misuse or abuse of a Product, (iii) any blockages of reception or any substantial physical, environmental or other type of signal interference created by Ordering Activity or any third party after the installation of a Product, or (iv) the negligence of Ordering Activity or any other third party or entity.

Disclaimer. WITH THE EXCEPTION OF THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CONTRACTOR DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. FUTHER, CONTRACTOR PROVIDES NO WARRANTY THAT THE PRODUCTS ARE FIT FOR THE LIFE SUPPORT MARKET OR TO BE USED IN LIFE SUPPORT SYSTEMS, CRITICAL CARE APPLICATIONS, HUMAN IMPLANTATION, COMMERCIAL AVIATION, NUCLEAR FACILITIES OR SYSTEMS OR ANY OTHER APPLICATIONS WHERE PRODUCT FAILURE COULD LEAD TO INJURY TO PERSONS, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. Contractor is not responsible for the accuracy, quality, integrity, legality, reliability or propriety of any electronic data, information or material that is input into the Software and is provided by or submitted by Ordering Activity in the course of using the Software, or any transactions or results generated by the Software through the processing or other use thereof.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ZOHO CORPORATION

ZOHO CORPORATION LICENSE, WARRANTY AND SUPPORT TERMS

License Grant:

Perpetual License: Contractor grants Ordering Activity a non-exclusive, non-transferable, perpetual, world-wide license to Use the Licensed Software ("Licensed Software") including user documentation that Ordering Activity has downloaded from or received on media provided by Contractor, including all updates, where applicable, provided that such access and Use of the Licensed Software is in accordance with the Single Installation License granted by Contractor. Minor Releases will be provided to the Ordering Activity as part of the Perpetual License. Major Releases to the Licensed Software will be provided upon payment of the then current Upgrade Fee. "Use" means installing, executing or displaying the License Software. "Single Installation License" means that license keys provided to Ordering Activity shall not be used for more than one concurrent Use.

Subscription License: Contractor grants Ordering Activity a non-exclusive, non-transferable, world-wide license to Use the Licensed Software including user documentation that Ordering Activity has downloaded or received on media provided by Contractor, including all updates, where applicable, provided that such access and Use of the License Software is in accordance with the Single Installation License granted by Contractor "Use" means storing, locating, installing, executing or displaying the Licensed Software. "Single Installation License" means that the license keys provided shall not be used for more than one concurrent Use.

Under the Subscription License, the Licensed Software is licensed only for the period of subscription ("Subscription Period"). If Ordering Activity does not renew the Subscription beyond the Subscription Period, Ordering Activity agrees to stop using the software and remove the software from Ordering Activity's systems.

To continue using the Licensed Software beyond the Subscription Period, Ordering Activity must renew the license at least 10 days before the expiry of the Subscription Period. As part of the Subscription License, all Updates, Upgrades, email support for problem reporting and online access to product documentation to the Licensed Software will be provided to you at no additional cost during the Subscription Period.

Third Party Products: The Licensed Software may contain software which originated with third party vendors and without limiting the general applicability of the other provisions of this Attachment, Ordering Activity agrees that (a) the title to any third party software incorporated in the Licensed Software shall remain with the third party which supplied the same; and (b) Ordering Activity will not distribute any such third party software available with the Licensed Software, unless the license terms of such third party software provide otherwise.

Restrictions on Use: In addition to all other terms and conditions of this Attachment, Ordering Activity shall not:
(i) install one copy of the Licensed Software on more than one CPU;
(ii) remove any copyright, trademark or other proprietary notices from the Licensed Software or its copies;
(iii) make any copies except for one back-up or archival copy, for temporary emergency purpose;
(iv) rent, lease, license, sublicense or distribute the Licensed Software or any portions of it on a standalone basis or as part of Ordering Activity's application;
(v) modify or enhance the Licensed Software;
(vi) decompile or disassemble the Licensed Software.
(vii) allow any third parties to access, use or support the Licensed Software.

Technical Support: Upon payment of Annual Maintenance and Support Fee, Contractor provides support that includes email support for problem reporting, product updates, and online access to product documentation.

Warranty Disclaimer: Contractor does not warrant that the Licensed Software will be error-free. Subject to applicable laws and except as provided herein, the Licensed Software is furnished "as is" without warranty of any kind, including the warranties of merchantability and fitness for a particular purpose and without warranty as to the performance or results Ordering Activity may obtain by using the Licensed Software. Ordering Activity is solely responsible for determining the appropriateness of using the Licensed Software and assumes all risks associated with its use, including but not limited to the risks of program errors, damage to or loss of data, programs or equipment, and unavailability or interruption of operations.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ZYLAB NORTH AMERICA

ZYLAB NORTH AMERICA LICENSE, WARRANTY AND SUPPORT TERMS

LICENSE

SOFTWARE: The term "Software" means programs, including features and any copies thereof in whole or in part. It includes the following: machine-readable runtime instructions and object code, whether or not in printed form, and not in the form of source code; machine-readable data, such as a data base; related licensed materials, including user documentation in any form; and all enhancements and modifications thereto furnished by Contractor. The term "Derivative Works" is defined by 17 U.S.C. 101.

The Software may contain certain third party (i.e. Scansoft, Abbyy, R.E.A.D. Iris, etc.) Optical Character Recognition ("OCR") Engines. Ordering Activity understands and acknowledge that the OCR Engine may have utility with or be able to be called by other software and/or hardware, which is considered to be an unauthorized use of the OCR Engine and the Software. Accordingly, Ordering Activity agrees that Ordering Activity will use the OCR Engine only as part of the Software, and not in conjunction with, as part of, or as a component of, other software and/or hardware which make calls to third party OCR Engine(s). Furthermore, third party OCR Engines are protected by copyright and other proprietary rights of Contractor and/or third party licensers. Ordering Activity may be held directly responsible by licenser for unauthorized use of the OCR Engine.

The Software as furnished by Contractor is licensed, not sold, to Ordering Activity for Ordering Activity's use only as provided herein. Contractor and/or its licensers reserve all rights not expressly granted to Ordering Activity.

USE OF SOFTWARE:

Use License. Contractor grants Ordering Activity and Ordering Activity accepts a non-exclusive, non-transferable, limited right to use the Software for Ordering Activity's internal use only, in accordance with the terms herein ("License"). For each License, Contractor authorizes Ordering Activity to:

(1) store the Software's machine-readable portion in, transmit it through, and display it on, the single standalone computer on which the Software is originally installed ("Single Workstation"), unless: (A) the Single Workstation is inoperable. Ordering Activity may then use the Software on a single backup computer workstation until operable status of the Single Workstation is restored and processing on the backup machine is completed. (B) Contractor grants a "Workstation" license as specified for the Software. Ordering Activity may then use the Software on the Single Workstation, or more than one computer workstation on a single local area network ("LAN"), so long as the total number of such computer workstation(s) on which the Software is originally installed does not exceed the maximum number of users specified for the Software. (C) Contractor grants a "Concurrent" license as specified for the Software. Ordering Activity may then use the Software on the Single Workstation or on any number of computer workstations on a single LAN, so long as the total number of users of the Software at any one time does not exceed the maximum number of users specified for the Software. (D) use Software identified as ZyPUBLISH(tm) to (i) operate no more than a single CD-R writer device at any one time to produce the number of CD-ROMs specified for such Software (ii) reproduce on each CD-ROM so produced a single copy of such Software's runtime search and retrieval program ("Search/Retrieval Program") and (iii) distribute reproduced Search/Retrieval Programs to Ordering Activity's employees. (E) use Software identified as ZyIMAGE Webserver, ZyIMAGE Enterprise Webserver and ZyCOLD on no more than one (HTTP) server. (F) use Software identified as ZyALERT for no more than the number of users (aka distribution addresses) as defined in the license as specified for the software (G) use Software identified as ZyIMAGE Application Integrator for no more than 5 developers and one run-time server application on a server running at least one other Contractor licenses such as defined under A, B, C, E and F. (H) Use the additional modules known as Case Management, Case Authorization, Document Security, Audit trail, Bates Stamping, Database Fields, Document Management, XML Wrapper and RMA only if Ordering Activity has acquired individual licenses for these modules. These additional licenses are valid with only one (1) ZyIMAGE Enterprise Webserver or with one (1) ZyIMAGE network installation. For multiple web servers or multiple network installations, multiple sets of licenses for the additional modules should be acquired (one on one). (I) use the plug-ins such as ZyFIND for Outlook, ZyLab XML generator (based upon ZyIndexIMPORT.EXE) for MS-Office and MS Outlook only in conjunction with ZyIMAGE Enterprise Webserver or ZyIMAGE Windows network installations. (J) Use the ZyIMAGE OCR engines (Standard, Professional, Arabic, Asian, Global Standard and Global Professional) and the ZyIMAGE BARCODE recognition engines on no more than one workstation for each license.

(2) do the following to support Ordering Activity's authorized use of the Software as described above: (A) modify the Software's machine-readable instructions or data via the OCX interface for only those documented OCX, DLL or other published programming interfaces as part of the ZyIMAGE Application Integrator; and (B) make a single copy of the Software in machine-readable form for archival purposes or compliance with disaster-recovery procedures only, provided that each copy or partial copy reproduced is affixed with all notices of copyright, ownership and proprietary legends as appear on the original copy of Software.

Prohibited Actions. Except as expressly provided otherwise herein, Ordering Activity may not do any of the following things with or to the Software: (1) rent, resell, lease, timeshare or lend the Software; (2) sublicense, assign or transfer this License for the Software to any third party (except for a transfer to another party all copies of the Software and all Ordering Activity's rights herein together with a copy of these terms provided that the other party reads and agrees to accept the terms and conditions, and provided further that Ordering Activity does not retain any copy of the Software and notify Contractor of the identity of such other party; (3) copy or distribute the Software to any third party; (4) reverse assemble, reverse compile, or otherwise translate the Software, or prepare Derivative Works based on the Software; (5) use, print copy or display the Software, in whole or in part; or (6) network any Software for which a Single Workstation license is granted; (7) use

functionality of the software through non-documented OCX, DLL or other programming means without having purchased a ZyIMAGE Application Integrator license.

Protection of Software. Ordering Activity will take action by instruction, written agreement, or otherwise as appropriate with any person permitted access to the Software to enable Ordering Activity to comply with Ordering Activity's obligations hereunder. The Software, and all copies and partial copies thereof made by Ordering Activity including translations, Derivative Works, compilations, partial copies within modifications and updated works, are the exclusive property of Contractor and/or its licensers. Ordering Activity own the disk or media on which the Software is originally or subsequently recorded or fixed, but Contractor or its licensors retain ownership of all copies (partial and complete) of the Software itself. Ordering Activity will maintain records of the number and location of all copies of Software. Ordering Activity will not provide, permit access to or use of, or otherwise make available any Software in any form without Contractor's prior written agreement except to Ordering Activity's employees (or to other persons during the period such other persons are on Ordering Activity's premises) for purposes specifically related to Your authorized use of the Software. Software in human-readable ("Source Code") form is confidential and proprietary information of Contractor and/or its licensers. Ordering Activity agree not to discover or attempt to discover, or assist or permit any person or entity to discover or attempt to discover, by any means whatsoever the Source Code of any Software. If Ordering Activity become aware that the Software is being used in a manner not authorized by these terms, Ordering Activity shall immediately notify Contractor in writing of such facts and Ordering Activity shall immediately use all reasonable efforts to have such unauthorized use of the Software immediately cease, and to recover any copies of the Software that were made in violation of these terms.

Return or Destruction of Software. Immediately upon discontinuance of this License, Ordering Activity agrees to return or destroy the original and all copies of the Software made in connection with this License. This requirement will apply to all copies in any form including translations, whether partial or complete, and whether or not modified as authorized hereunder. When Ordering Activity acquires a license to use an update of the Software which carries a different version number, this License is discontinued; provided, however, that if a defect is discovered in the newer version and such defect prevents use of the newer version, then Ordering Activity may retain and use the Software for a period not to exceed thirty (30) days following the date of discontinuance of this License. After such thirty (30) days, if applicable, Ordering Activity must return or destroy the original and all copies of the Software made in connection with this License.

LIMITED WARRANTY

Contractor warrants that the Software at the time delivered to Ordering Activity will perform substantially in accordance with Contractor's user documentation, as published most recently prior to delivery of the Software, governing the Software under normal and proper use for thirty (30) days from the date the Software is delivered to Ordering Activity. However, due to the inherently complex nature of computer software, Contractor does not warrant that the Software or user documentation is completely error free, will operate without interruption, or will otherwise meet Ordering Activity's needs. Ordering Activity's remedies for any breach of warranty include only (i) replacement or correction of defective Software discovered and communicated to Contractor during the warranty period, or (ii) if correction or replacement is not reasonably achievable, then refund of the fee paid by Ordering Activity for this License in exchange for the return of the Software and all copies thereof (whether partial or complete copies) during the warranty period together with Ordering Activity's receipt and written certification of such return. CONTRACTOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, CONDITIONS, OR REPRESENTATIONS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO WRITTEN OR ORAL INFORMATION GIVEN BY CONTRACTOR OR ANY THIRD PARTY SHALL CREATE A WARRANTY OR ENLARGE THE SCOPE OF THE FOREGOING LIMITED WARRANTY.

MAINTENANCE

The programs developed by Contractor through Manufacturer are subject to continuous maintenance and improvement. Within the terms of this agreement Ordering Activity has the right to receive the results of this maintenance and improvement for the software as specified in the license agreement.

The software service agreement will be always be applicable to the complete license. Whenever Ordering Activity decides to add certain software to the license this software will, by implication, automatically be added to the software service agreement.

In any case the support and maintenance will include the following:

Free technical support.

Free so-called bug fixes comprising corrections of the software applicable to the Ordering Activity's version of the programs.

Detection and repair, to the best of their ability, of flaws in the standard version of the programs including the standard adaptations thereof as applied by Contractor. The meaning of "flaws" in this context is all faults and defects including deviations from the properties as described in the accompanying documentation.

Adapting, to the best of their ability, the programs to relevant external circumstances like changes in legislation.

Making available and documenting standard adaptations that result from logical modifications of the configuration supported by Contractor.

If technological developments clearly indicate the necessity, Contractor can make higher demands on the configuration required for the installation of a new version of the software. If the Ordering Activity does not follow this advice the warranty of the program will be cancelled and Contractor will no longer be obliged to supply support for the program concerned.

One month after the issue of a bug fix Contractor will be relieved of the obligation to provide basic support for the previous version.

One month after issuing of issuing a new version of the program to the Ordering Activity, Contractor will be relieved of the obligation to maintain the old version or to provide basic support for the previous version.

Although Contractor will try to include all functional features of the old version in the new version without modifications Contractor cannot guarantee that this will be the case.

Adapting the software to a configuration, which is different from the original configuration on which the software has been installed, will not be covered by this agreement.

WARRANTY

Goods supplied by Contractor are guaranteed for a period of three months.

The warranty from Contractor will be null and void in case the Ordering Activity modifies or repairs the goods or contracts a third party to do so. This also applies when the Ordering Activity uses the goods for other purposes than the normal business use or treats or maintains the goods, in the opinion of Contractor, inappropriately or fails to follow the written directions and instructions as given by Contractor.

COMPLAINTS

Complaints regarding visible defects can only be dealt with if reported to Contractor, in writing, within a period of eight (8) days after delivery.

Complaints regarding other (non visible) defects, covered by the guarantee have to be reported to Contractor, in writing, by the Ordering Activity within a period of eight (8) days after the possible defects have become apparent or could have been apparent.

Defects not covered by the guarantee or discovered after the guarantee has elapsed will be corrected by Contractor on request from the Ordering Activity and against the normal rate charged by Contractor in those cases.

ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

ZYRION, INC.

ZYRION LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

"Software" or "Product" means the computer programs in object code for Zyrion's Traverse or Helix provided to Ordering Activity by Contractor or an Authorized Partner, and any upgrades, subsequent versions and updates (collectively "Updates") to such software that may be provided to Ordering Activity by Contractor or an Authorized Partner if Ordering Activity is under a support contract.

"Documentation" means installation guides and operation manuals provided with the Product.

"Use" or "Using" means to access, install, download, copy or otherwise benefit from executing or interaction with the Software.

LICENSE GRANT

Subject to the terms and conditions of this Attachment, Contractor hereby grants to Ordering Activity a non- exclusive, non-transferable license to Use the Product for Ordering Activity's internal business operations. Some third party materials included in the Software may be subject to other terms and conditions, which are typically found in a "Read Me" file or "About" file in the Software. Ordering Activity agrees to read such other terms and conditions and if Ordering Activity do not agree to accept such terms, not to use the Software.

RESTRICTIONS

General. Ordering Activity may not sell, lease, license, rent, loan, resell or otherwise transfer, with or without consideration, any Product. If Ordering Activity enter into a contract with a third party in which the third party manages Ordering Activity's information technology resources ("Managing Party"), Ordering Activity may transfer only Ordering Activity's rights to Use the Product to such Managing Party, provided that (a) the Managing Party only Uses the Product for Ordering Activity's internal operations and not for the benefit of another third party; (b) the Managing Party agrees in writing provided to Contractor to comply with the terms and conditions of this Attachment, and (c) Ordering Activity provides Contractor with written notice that a Managing Party will be Using the Product on Ordering Activity's behalf. Except with Contractor's prior written consent, Ordering Activity may not permit third parties to benefit from the Use of the Product via a timesharing, service bureau or any other arrangement. Ordering Activity may not reverse engineer, decompile, or disassemble the Product, except to the extent the foregoing restriction is expressly prohibited by applicable law. Ordering Activity may not modify, or create derivative works based upon, the Product in whole or in part. Ordering Activity may not copy the Software or Documentation except for a single copy for back-up purposes. Back-up copies of the Software may only be installed and activated into production use in the event the primary Software copy has been rendered inoperable or inaccessible due to a disaster. Ordering Activity may not remove any proprietary notices or labels on the Software.

Additional Restriction for Lab Copy licenses. Some Software may be provided to Ordering Activity under a laboratory license ("Lab License Software"). Such Lab License Software may only be deployed on one or more servers in a non-production, laboratory environment. Lab License Software may not be used in a production environment. In the event the Lab License Software is for the Traverse product, such Lab License Software may only be purchased in addition to a Traverse enterprise license.

Failover/Standby licenses: A "Warm Standby" license allows Ordering Activity to install the Software but not keep the Software running on spare or backup servers while the primary production Software is running. A "Hot Standby" license allows Ordering Activity to install and keep the Software running on spare or backup servers at all times as a backup of the primary production Software.

WARRANTY
Contractor warrants that Software will perform substantially in conformance with the specifications set forth in the Documentation for 60 days from the shipment or transmission date. Contractor does not warrant that operation of the Product will be error-free or uninterrupted. Contractor will provide a workaround or correction for any nonconformity in the Software provided that Ordering Activity gives Contractor prompt written notice of the defect or nonconformity within the warranty period specified above. This warranty does not apply to defects or nonconformities in the Product caused by: (a) Ordering Activity's failure to follow Contractor's installation, operation or maintenance instructions or procedures; (b) modifications not made by Contractor or a Contractor-certified individual; and (c) power failures, surges, fire, flood, accident, actions of third parties or other events outside Contractor's reasonable control. Any Software for which a workaround or correction is provided shall continue to be warranted for the remainder of the original warranty period.

THIS WARRANTY
(1) IS ORDERING ACTIVITY'S REMEDY AND CONTRACTOR'S ENTIRE LIABILITY FOR DEFECTIVE OR NONCONFORMING ITEMS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND
(2) IS BETWEEN CONTRACTOR AND ORDERING ACTIVITY (AS THE ORIGINAL PURCHASER) AND MAY NOT BE TRANSFERRED OR ASSIGNED, BY OPERATION OF LAW OR OTHERWISE, WITHOUT CONTRACTOR'S PRIOR WRITTEN CONSENT.

MAINTENANCE TERMS

For the initial maintenance term, Ordering Activity shall pay to Contractor the annual maintenance fee per Ordering Activity's Purchase Order. Maintenance for additional maintenance terms shall be at Contractor's then current maintenance rates. In the event Ordering Activity purchases additional licenses, maintenance fees for such licenses shall be pro-rated so as to be co-terminus with Ordering Activity's existing maintenance period. In no event shall Contractor be responsible for providing maintenance services for a period during which maintenance coverage lapsed.

If Ordering Activity elects to resume maintenance after a lapse of coverage, Ordering Activity shall pay Contractor the pro-rated maintenance fee for the period of time in which maintenance coverage lapsed. Ordering Activity's payment for the lapsed period shall be the then current annual maintenance fee, prorated for the actual period of time that coverage lapsed. To resume maintenance after a lapse of coverage, Ordering Activity must purchase a minimum of one full year's maintenance beyond the lapsed period. If Ordering Activity resumes coverage after a lapse of coverage, the maintenance renewal date shall be changed to the date on which Ordering Activity paid all maintenance fees for the lapsed period and a minimum of one additional year of maintenance.

The term of Contractor's maintenance and product support program is for one year. Any revisions or changes in the terms of the maintenance and product support program shall occur only at the end of Ordering Activity's then current maintenance term.

Updates and Upgrades to the Software and Documentation: During the term, Contractor shall provide Ordering Activity with all updates and upgrades to the Software and online documentation for the Software application purchased by the Ordering Activity.

Maintenance Services
Support for the Helix product is limited to e-mail support.

Standard Support Program: During the term of the support program, Contractor will provide technical support for the Software. Contractor shall make available technical staff to assist with questions about the Software and to assist Ordering Activity in solving problems with the Software. Contractor through Manufacturer shall provide e-mail and/or phone support during its business hours (defined as 8:00 AM to 5:00 PM, Pacific Standard Time, Monday through Friday, excluding public US holidays). Under this Support Program Contractor through Manufacturer agrees to provide a response, but not necessarily a solution, to Ordering Activity within six (6) business hours upon notification by Ordering Activity to Contractor of problems or defects with the Software.

Extended Support Program: In addition to the services listed in the 'Standard Support Program', the Ordering Activity will be entitled to extended support hours between 7:00AM and 7:00PM Pacific Standard Time, Monday through Friday, excluding public US holidays). Contractor through Manufacturer agrees to provide a response, but not necessarily a solution, to Ordering Activity within four (4) business hours upon notification by Ordering Activity to Contractor of problems or defects with the Software.

Support of Previous Versions of the Licensed Software

During the term, Contractor shall provide support services for the current release of the Software and all other releases whose major version number (the numerical part before the first period from the left) is the same as the current release and minor version (the numerical part after the first period) is not more than 2 versions prior to the current release. In the event that the minor version number (the numerical part immediately following the first period from the left) is zero, Contractor will provide support for all releases with the previous major version and 2 minor versions prior to the current version. For example, if the current release is Version 4.5, Contractor will support only those versions from 4.3 to 4.5. If the current release is 4.0, Contractor will provide support for the 2 minor versions prior to 4.0 (such as 3.6, 3.7 in addition to the current version 4.0).

If Ordering Activity desires support for earlier versions of the Software, such support will be treated as a consulting project.

Ordering Activity Responsibilities

Ordering Activity's Designated Contact - Ordering Activity shall appoint one individual within Ordering Activity's organization to serve as the primary contact between Ordering Activity and Contractor and to receive support through the purchased support program. One additional person can be listed in case the primary contact is not available.

Limitations

Support of Customizations, Modifications or Extensions to Software- Contractor will use commercially reasonable efforts to assist Ordering Activity in its attempts to remedy any problems with the Software resulting from any customizations, modifications, or extensions to the Software, regardless of by who such customizations, modifications, or extensions were performed. If Ordering Activity is unable to remedy such problems that are caused by Contractor's performance of any customizations, modifications or extensions, within a month of notifying Contractor, Ordering Activity may terminate the order and receive a pro-rated refund of any fees paid by Ordering Activity. If Ordering Activity is unable to remedy such problems that are caused by Ordering Activity's performance of any customizations, modifications or extensions, Contractor will, upon Ordering Activity's request, treat such problems as consulting project.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG**

For: All using Agencies of the Commonwealth

Subject: Immix Technology – GSA PA

Contract Period: Beginning 3/30/2009 and Ending 3/2/2016

Commodity Specialist Name: **XT3- Tom Teprovich – (717)783-0257**

CHANGE SUMMARY:

Immix Technology has completed the addition of the Q-Matic Price List to their GSA Schedule 70 contract. All Terms and Conditions agreed to between the Commonwealth and Immix Technology through contract 4400004712 still apply. Please see the documents below for additional information.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

immixGroup

SIN	Mfr Part No	Description	GSA Schedule Contract Price	Warranty	Delivery Time	COO	Trans Type
132-8	100395	DO9027 Chime	$53.37	365	30	SE	HW
132-8	110204	Hardware Interface for QSE	$560.37	365	30	SE	HW
132-8	110210	USB Hardware Interface for QSE	$560.37	365	30	SE	HW
132-33	110400	QSU2004 Option Q-MATIC Suite Mgmt Portal Reports	$462.53	0	30	SE	LIC
132-33	110401	QSU2005 Option Q-MATIC Suite Mgmt Portal Analyze	$4,144.99	0	30	SE	LIC
132-33	110402	QSU3004 User - Q-MATIC Suite Management Portal	$346.90	0	30	SE	LIC
132-33	110403	QSU1100 Q-MATIC Suite Branch License	$578.16	0	30	SE	LIC
132-33	110404	QSU2003 Option Q-MATIC Suite Mgmt Portal Dashboard	$2,303.76	0	30	SE	LIC
132-33	110600	QS Q-Win Software W/CD	$3,798.09	0	30	SE	LIC
132-33	110612	QSU9060 Q-Win Upgrade Software to Current Version W/CD	$1,378.70	0	30	SE	LIC
132-33	110640	QSDB Option for Q-Win (Database Statistics)	$2,668.45	0	30	SE	LIC
132-33	110642	QS2140 Option for Q-WIN (Q-MATIC Voice)	$552.47	180	30	US	LIC
132-33	110643	QS2170 Option for Q-WIN (Q-MATIC Mail)	$444.74	0	30	SE	LIC
132-33	110644	QS2160 Option for Q-WIN (Q-MATIC Pager)	$391.00	180	30	US	LIC
132-33	110645	QSAPI Option for Q-WIN (Q-MATIC API Server)	$1,245.28	0	30	SE	LIC
132-33	110646	QSAS Option for Q-WIN (Q-MATIC Advanced Script)	$1,841.23	0	30	SE	LIC
132-33	110649	QSCL Option for Q-WIN (Q-MATIC Custom Layout)	$462.53	0	30	SE	LIC
132-33	110660	QSCLIENT Q-Win Client License	$293.53	0	30	SE	LIC
132-33	110660A	QNS2002 Q-MATIC NextWeb Software License W/CD	$293.53	0	30	SE	LIC
132-33	110660B	QWS9075 Q-MATIC WelcomeWeb Software License W/CD	$293.53	0	30	SE	LIC
132-33	110660C	QWS6001 Q-MATIC TouchWeb Software License	$293.53	0	30	SE	LIC
132-33	110667	QSAPIUSR API User License (QSAPI Required)	$293.53	0	30	SE	LIC
132-33	110667A	QNS2190 Q-MATIC Next Windows Client Software Lic	$293.53	0	30	SE	LIC
132-33	110667C	QNSU2190 Q-MATIC Next Windows Client Version Upgrd	$293.53	0	30	SE	LIC
132-33	110667D	QWS9070 Q-MATIC Welcome Windows Client Sftwr Licen	$293.53	0	30	SE	LIC
132-33	110667E	QWSU9070 Q-MATIC Welcome Windows Client Upgrade	$293.53	0	30	SE	LIC
132-33	110667F	QWS6000 Q-MATIC Touch Windows Client License	$293.53	0	30	SE	LIC
132-33	110673	QTS4001 Q-MATIC Monitor Additional Player W/CD	$1,903.49	0	30	SE	LIC
132-33	110674	QTS5000 Option for QTS4000 Targeted Media	$2,045.81	0	30	SE	LIC
132-33	110675	QTS4010 Option for QTS4000 - TV Input	$907.27	0	30	SE	LIC
132-33	110711	QSU1100 Q-MATIC Suite Branch License	$578.16	0	30	SE	LIC
132-33	110712	QSU3001 Q-MATIC Suite Front Office/Back Office	$293.53	0	30	SE	LIC
132-33	110715	QSU2002 Option Q-MATIC Suite Customer History Modu	$4,598.63	0	30	SE	LIC
132-33	110716	QSU2001 Option - Q-MATIC Suite Calendar Module	$4,598.63	0	30	SE	LIC
132-33	110717	QSU3003 User - Q-MATIC Suite Calendar	$443.34	180	30	US	LIC
132-33	110721	QSU2007 Suite LDAP Module	$4,598.63	0	30	SE	LIC
132-33	110723	QSU2008 Suite Web Service Module 1	$4,598.63	0	30	SE	LIC
132-8	112008A	CP2008 1-Line Amplifier	$151.21	365	30	SE	HW
132-8	112012	CP2012 Satellite Connection Box	$115.63	365	30	SE	HW
132-8	112014	CP2014 Main Connection Box	$124.53	365	30	SE	HW
132-8	112018	CP2018 Power Connection Box	$106.74	365	30	SE	HW
132-8	112042	SI2477 RS-232 Interface for Card Reader/Scanner	$471.43	365	30	SE	HW
132-8	112043	MI2280 Interface w/8 Channels	$231.27	365	30	SE	HW
132-8	112044	MI2280RF Interface Multi I/O * 8 = RF Module	$264.72	180	30	US	HW
132-8	11340110	Q-MATIC Swipe Card Reader TP31XX	$533.69	365	30	SE	HW
132-8	117020	VU2077 Automatic Announcer (external unit)	$845.01	365	30	SE	HW
132-8	202822	BP2884 Ticket Printer (Slave Unit)	$3,219.93	365	30	SE	HW
132-8	202842	BP2882 Ticket Printer (Master Unit/Reports)	$4,429.63	365	30	SE	HW
132-8	213031	Q-MATIC TP3110 Client Ticket Printer	$2,161.44	365	30	SE	HW
132-8	213041	Q-MATIC TP3115 Touch Screen Client Ticket Printer	$5,132.32	365	30	SE	HW
132-8	214105	Qmatic Vision Kiosk 17"	$8,894.83	365	30	SE	HW
132-8	214195	Q-MATIC Vision Touch Screen Camera Kit	$507.01	365	30	SE	HW
132-8	214201	Q-MATIC Vision Touch Screen Table/Wall Stand	$604.85	365	30	SE	HW
132-8	214251	Q-MATIC Vision Touch Screen Floor Pedestal	$1,209.70	365	30	SE	HW
132-8	320105	KT2595 (33 buttons)	$320.21	365	30	SE	HW
132-8	340301	D924R Matrix Display (Red)	$409.16	365	30	SE	HW

SIN	Mfr Part No	Description	GSA Schedule Contract Price	Warranty	Delivery Time	COO	Trans Type
132-8	340321	D924G Matrix Display (Green)	$471.43	365	30	SE	HW
132-8	340341	D924A Matrix Display (Red, Green, Amber)	$569.27	365	30	SE	HW
132-8	340401	D948R Matrix Display (Red)	$720.48	365	30	SE	HW
132-8	340421	D948G Matrix Display (Green)	$862.80	365	30	SE	HW
132-8	340441	D948A Matrix Display (Red, Green, Amber)	$1,076.27	365	30	SE	HW
132-8	340501	D972R Matrix Display (Red)	$1,067.38	365	30	SE	HW
132-8	340521	D972G Matrix Display (Green)	$1,271.96	365	30	SE	HW
132-8	340541	D972A Matrix Display (Red, Green, Amber)	$1,592.17	365	30	SE	HW
132-8	350301	D1632R Matrix Display (Red)	$731.84	180	30	US	HW
132-8	350341	D1632A Matrix Display (Red, Green, Amber)	$1,242.63	180	30	US	HW
132-8	350401	D1664R Matrix Display (Red)	$1,298.23	180	30	US	HW
132-8	350441	D1664A Matrix Dislay (Red, Green, Amber)	$2,309.38	180	30	US	HW
132-8	350501	D1696R Matrix Display (Red)	$1,856.17	180	30	US	HW
132-8	370301	D917R Matrix Display (Red)	$329.11	365	30	SE	HW
132-8	370401	D911R Matrix Display (Red)	$275.74	365	30	SE	HW
132-8	99900056	DS9029 Ticket Printer Pedestal (gray)	$338.00	365	30	US	HW
132-8	99900129	CU9078 Direct Wire Pushbutton w/ jack	$26.68	365	30	US	HW
132-8	99900335	Peerless Two Ft. Length Extension for Ceiling Mt.	$35.58	365	30	US	HW
132-33	99900355	QTS4000 Q-MATIC Monitor Player Software License W/CD	$4,216.15	0	30	SE	LIC
132-12	HW-MAINT	Qmatic Hardware Maintenance - 1st year and out year maintenance will be calculated at 12% of the current hardware component GSA price (HW GSA Price x 12% = GSA Price for maintenance).	See Description	0	0	US	HW MNT
132-33	QTS3100	Q-MATIC Monitor Admin Enterprise Software Lic w/CD	$3,273.30	0	30	SE	LIC
132-34	SW-MAINT	Qmatic Software Maintenance - 1st year and out year maintenance will be calculated at 12% of the current software GSA price (SW GSA Price x 12% = GSA Price for maintenance).	See Description	0	0	US	MNT

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All using Agencies of the Commonwealth
Subject: Immix Technology – GSA PA
Contract Period: Beginning 3/30/2009 and Ending 1/31/2013
Commodity Specialist Name: **XT6- Joe Millovich – (717) 214-3434**

CHANGE SUMMARY:

This contract will be terminated effective 1/31/13 as Immix Technology has been acquired by another organization and will no longer support the items covered through the agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.