

AUTHORIZED FEDERAL SUPPLY SERVICE PRICELIST  
CONSOLIDATED CONTRACT

**Marketing, Media and Public Information Services**

Special Item No. C R701

Special Item No. C R708

Special Item No. C R422

Sub-Special Items No. 738-1, 738-3, 738-5, 738-6, 738-8 and 738-9

**SINs C R701, C R708 and C R422 – Full Service Marketing, Media, and Public Relations; Market Research,  
Media Analysis and Related Services; Direct Mail Services; Trade Shows/Exhibits and Conference/Event  
Planning**

FSC Group 738 Part I

**General Purpose Commercial Information Technology Equipment, Software and Services**

Consolidated Contract Special Item No. C 7025 – Input/Output and Storage Devices

Consolidated Contract Special Item No. C 5810 – Communications Security Equipment and Components  
(IT Special Item No. 132-8 – Purchase of Hardware)

Consolidated Contract Special Item No. C J070 – Maintenance of Equipment, Repair Service and Repair Parts/Spare  
Parts

(IT Special Item No. 132-12 – Maintenance of Equipment)

Consolidated Contract Special Item No. C 7030 – Perpetual Software Licenses

(IT Special Item No. 132-33 Perpetual Software Licenses)

Consolidated Contract Special Item No. C J070 - Maintenance of Software

(IT Special Item No. 132-34 Maintenance of Software)

Consolidated Contract Special Item No. C U012 – Training Courses

(IT Special Item No. 132-50 Training Courses for Information Technology Equipment and Software)

Consolidated Contract Special Item No. C D399 – Wireless Services Excluding Local and Long Distance Voice,  
Data, Video, and Dedicated Transmission Services Which Are Not Mobile

(Special Item No. 132-52 Electronic Commerce 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.



**COMPUTER MARKETING ASSOCIATES, INC.**

**8000 Towers Crescent Drive, Suite 720**

**Vienna, VA 22182**

**703-883-0728**

[www.cmai.com](http://www.cmai.com)

Contract Number: GS-00F-0020N

Period Covered by Contract: December 3, 2002 Through November 30, 2007

General Services Administration

Federal Supply Service

Pricelist current through Modification PO0016, Dated 09/21/2006

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also  
available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply  
Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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

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INFORMATION FOR ORDERING OFFICES  
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 Supply Schedules Program. 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.

For orders 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.gsadvantage.gov](http://www.gsadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) 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:**

The 48 contiguous United States and the District of Columbia.

**2. Contractor's Ordering Address and Payment Information:**

**Orders and Payments may be sent to:**

Computer Marketing Associates, Inc.  
8000 Towers Crescent Drive, Suite 720  
Vienna, VA 22182  
703-917-7733 facsimile

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

**General Order Assistance Number:**

**703-917-7734**

**Product and Technical Assistance Numbers:**

**The NewMarket, Inc. 212-497-9039**

**Brix Networks, Inc. 301-349-4995**

**AEP Networks, Inc. 240-399-1242**

**TARGUS Information Corp. 703-272-6277**

**3. LIABILITY FOR INJURY OR DAMAGE**

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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  
Block 16: Data Universal Numbering System (DUNS) Number: **62-780-8942**  
Block 30: Type of Contractor – **B - Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **54-1511332**

4a. CAGE Code: **3HHD4**

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 the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<b>C R701, C R708, C R422 and C D399 (132-52)</b>	As Agreed Upon Between Contractor and Ordering Agency
<b>C 7025, C 5810 (132-8), C 7030 (132-33), C J070 (132-12 and 132-34) and C U012 (132-50)</b>	30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, agencies 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.

**Contact Contractor to arrange for expedited delivery.**

**7. Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **None**
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Same as all other Government customers**
- e. Other

**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 Applicable

**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100

**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 as follows:  
Special Item Numbers C R701, C R708 and C R422 - \$1,000,000.00

Special Item Numbers C 7025, C 5810, (132-8), C 7030 (132-33), C J070 (132-12 and 132-34) and C D399  
- \$500,000 each.

- b. The Maximum Order value for the following Special Item Numbers (SINs) is as follows:  
C U012 - \$50,000.

**12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activity need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering office has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the Government's needs.

**a. Orders placed at or below the micro-purchase threshold.** Ordering offices can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

**b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold.** Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activity should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the agency's needs. In selecting the supply or service representing the best value, the ordering office may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

**c. Orders exceeding the maximum order threshold.** Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering office to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activity shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.

**NOTE:** For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

**d. Blanket purchase agreements (BPAs).** The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. Ordering offices may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

**e. Price reductions.** In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activity will find it advantageous to request a price reduction. For example, when the ordering office finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering office the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual agency for a specific order.

**f. Small business.** For orders exceeding the micro-purchase threshold, ordering activity should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

**g. Documentation.** Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an agency requirement in excess of the micro-purchase threshold is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering office shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the agency's needs.

**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 Supply 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. SECURITY REQUIREMENTS.** In the event security requirements are necessary, the ordering activities may incorporate, in their delivery orders, a security clause in accordance with current laws, regulations, and individual agency policy; however, the burden of administering the security requirements shall be with the ordering activity. If any costs are incurred as a result of the inclusion of security requirements, such costs will not exceed ten percent (10%) or \$100,000, of the total dollar value of the order, whichever is less.

**15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES:** Any ordering office, 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 Government's convenience, and (m) Termination for Cause (See C.1.)

**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 INCIDENTAL, NON-SCHEDULE ITEMS**

For administrative convenience, open market (non-contract) items may be added to a Federal Supply Schedule Blanket Purchase Agreement (BPA) or an individual order, provided that the items are clearly labeled as such on the order, all applicable regulations have been followed, and price reasonableness has been determined by the ordering activity for the open market (non-contract) items.

**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, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

**Not Applicable**

Upon request of the Contractor, the Government may provide the Contractor with logistics support, as available, in accordance with all applicable Government regulations. Such Government 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)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

**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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

**22. 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.

**23. 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.



**24. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

**Brix Networks, Inc. and AEP Networks, Inc. products are exempt from Section 508 requirements in accordance with FAR 39.204(d) and 36 CFR 1194.3.**

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**25. 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.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT**

**1. MATERIAL AND WORKMANSHIP**

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

**2. ORDER**

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

**The terms and conditions contained in the pricing section of this price list for each of the individual manufacturers shall be applicable to all orders for that manufacturer's hardware products.**

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

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

**4. INSTALLATION AND TECHNICAL SERVICES**

**a. INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

**Brix equipment is self-installable and installation services are available. Please contact Brix for further information.**

**AEP equipment is self-installable and installation services are available. Please contact AEP for further information.**

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

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

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

**5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The

ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

## **6. WARRANTY**

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

Brix Networks, Inc.'s standard commercial warranty is incorporated into Brix's Licensed Software and Hardware Agreement, at paragraph 7.0 of said Agreement, which is in the pricing section for Brix products. The Licensed Software and Hardware Agreement terms and conditions shall apply to all Brix products ordered by the ordering activity.

b. Brix makes no representations and extends no warranties of any kind (other than those set forth in Sections 7.1, 7.2, and 7.3 of the Brix Licensed Software and Hardware Agreement), and assumes no responsibility or liability with respect to (i) the use, sufficiency or accuracy of the Licensed Software, (ii) the sufficient or accuracy of the reports or tests performed utilizing the Licensed Software, or (iii) any Third Party Software. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF BRIX HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

To the extent permitted by law or contract, Brix shall pass through to Customer the warranties for the Third Party Software.

**For AEP Networks, Inc. products, see the warranty information in the pricing section.**

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**Brix Networks, Inc.  
285 Mill Road  
Chelmsford, MA 01824**

**AEP Networks, Inc.  
40 West Gude Drive, Suite 200  
Rockville, MD 20850**

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property

Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT**

**1. SERVICE AREAS**

**Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.**

**AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.**

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a \_\_\_\_\_ mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**2. MAINTENANCE ORDER**

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

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

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

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

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

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

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

**Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.**

**AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.**

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### **5. SCOPE**

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

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

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

### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

### **7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

### **8. MAINTENANCE RATE PROVISIONS**

Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.

AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.

AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

**None**

**9. REPAIR SERVICE RATE PROVISIONS**

Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.

AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.

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

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

c. **TRAVEL OR TRANSPORTATION**

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

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

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

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

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

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

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of \_\_\_\_\_ per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

REPAIR SERVICE RATES

Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.

AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	_____	_____	_____	_____
ORDERING (WITHIN SERVICE AREAS)	_____	ACTIVITY _____	_____	LOCATION ESTABLISHED _____
ORDERING (OUTSIDE SERVICE AREAS)	_____	ACTIVITY _____	_____	LOCATION ESTABLISHED _____

\*MINIMUM CHARGES INCLUDE \_\_\_ FULL HOURS ON THE JOB.



**\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.**

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

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

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

Brix hardware maintenance and repair is handle through Direct Exchange during the warranty period.

AEP hardware maintenance and repair is handle through Direct Exchange during the warranty period.

**a. REPAIR SERVICE**

All repair work will be guaranteed/warranted for a period of \_\_\_\_\_ **\*\*insert commercial warranty\*\***.

**b. REPAIR PARTS/SPARE PARTS**

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period \_\_\_\_\_

**12. INVOICES AND PAYMENTS**

**a. Maintenance Service**

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

**b. Repair Service and Repair Parts/Spare Parts**

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

**TERMS AND CONDITIONS APPLICABLE TO  
PERPETUAL SOFTWARE LICENSES AND  
MAINTENANCE OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

**1. INSPECTION/ACCEPTANCE**

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

**The terms and conditions contained in the pricing section of this price list for each of the individual manufacturers shall be applicable to all orders for that manufacturer's software products.**

**2. GUARANTEE/WARRANTY**

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

**Brix Networks, Inc.'s standard commercial warranty is incorporated into Brix's Licensed Software and Hardware Agreement, at paragraph 7.0 of said Agreement, which is in the pricing section for Brix products. The Licensed Software and Hardware Agreement terms and conditions shall apply to all Brix products ordered by the ordering activity.**

Please see AEP's warranty for AEP products in the pricing section.

b. ~~The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.~~

**Brix makes no representations and extends no warranties of any kind (other than those set forth in Sections 7.1, 7.2, and 7.3 of the Brix Licensed Software and Hardware Agreement), and assumes no responsibility or liability with respect to (i) the use, sufficiency or accuracy of the Licensed Software, (ii) the sufficient or accuracy of the reports or tests performed utilizing the Licensed Software, or (iii) any Third Party Software. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF BRIX HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS. To the extent permitted by law or contract, Brix shall pass through to Customer the warranties for the Third Party Software.**

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES**

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

**For Brix Networks, Inc. products 301-349-4995, 9 a.m. to 6 p.m. Eastern Standard Time, Monday through Friday**

**For AEP Networks, Inc. products 1-888-220-8663 or 1-240-399-1210, 9 a.m. to 5 p.m. Eastern Standard Time, Monday through Friday**

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:

**Please see the Brix Networks, Inc. Licensed Software and Hardware Agreement in the Price List section. The Licensed Software and Hardware Agreement terms and conditions shall apply to all Brix Networks, Inc. Support services ordered by the ordering activity.**

**Or**

**Please see AEP Networks, Inc. maintenance and support program and End-User License Agreement in the pricing section**

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

**5. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 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 so legend shall be subject to the following:

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

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

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

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

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization

Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

**11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. **Contractor does not offer "right-to-copy" licenses.**

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

a. The Contractor shall provide training courses normally available to commercial customers, which will permit Government 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 facility and/or at the Government's location, as agreed to by the Contractor and the Government.

**2. 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.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the Government.

**4. CANCELLATION AND RESCHEDULING**

a. The Government will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the Government to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the Government will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the Government fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the Government will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the Government to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The Government reserves the right to substitute one student for another up to the first day of class.

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

**5. FOLLOW-UP SUPPORT**

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

**6. PRICE FOR TRAINING**

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

## 7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after Government 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.

## 8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

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.

c. The Contractor shall provide the following information for each training course offered:

d.

(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 Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

**Instructor travel will be billed at actual cost(s), including mileage and per diem, in accordance with the applicable FTR or JTR.**

## 9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

**None**

## TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC) SERVICES

### 1. SCOPE

a. The prices, terms and conditions stated under Electronic Commerce Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the Government location, as agreed to by the Contractor and the ordering office.

### 2. PERFORMANCE INCENTIVES

a. When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.

b. The ordering office must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

c. To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

d. The above procedures do not apply to Time and Material or labor hour orders.

### 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 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.

**TARGUSinfo's Commercial Information Services Agreement shall apply to all orders placed under this contract for TARGUSinfo's electronic commerce services. The Agreement and its Exhibits are shown in the pricing section of this price list.**

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 office.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering office.

c. 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.

d. 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. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. 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 of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering office shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

## **9. 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 Government.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“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.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed Government contract, without some restriction on 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 Government, ordering offices 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.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering office 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.



## **12. PAYMENTS**

For firm-fixed price orders the Government 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 (Alternate I (APR 1984)) at FAR 52.232-7 applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts (FEB 1997) (Alternate II (JAN 1986)) at FAR 52.232-7 applies to labor-hour orders placed under this contract.

## **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user agency upon request.

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

## **16. DESCRIPTION OF EC SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of EC Service offered. IT/EC Services should be presented in the same manner as the Contractor sells to its commercial and other Government customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

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, and/or fixed prices.

**THE SERVICE CONTRACT ACT OF 1965, AS AMENDED (FAR CLAUSE 52.222-41) IS APPLICABLE TO NON-PROFESSIONAL LABOR CATEGORIES PROPOSED**

**MARKET RESEARCH, MEDIA ANALYSIS AND RELATED SERVICES**

The Contractor shall review, revise and/or develop as required customized strategic marketing plans that will formulate short and long-range goals to increase public awareness of products, services, and issues. The Contractor shall identify the best target audience and or work with a target audience indicated, establish measurable marketing objectives, determine market trends and conditions, identify appropriate strategies and recommend tactics to meet those objectives. Market trends and analysis may be required, additionally other types of services such as conducting focus groups, telemarketing, individual interviews, preparing/distributing surveys, and compiling/analyzing results may be required, but are not limited to these services. Call centers, may be required. Call centers provide information to the public via inbound toll-free telephone service, and or provides outbound telemarketing services.

**TRADE SHOWS/EXHIBITS AND CONFERENCE AND EVENTS PLANNING SERVICES**

Contractors shall be responsible for providing a wide range of services in support of trade shows/exhibits and conference and events planning. The Contractor shall make all necessary arrangements for conferences, seminars, trade shows/exhibits. The Contractors may be required to conceptualize, design, and produce trade show booths and/or other types of exhibits and their accompanying materials and provide event-marketing services that may include the following services, but are not limited to project management for a show or event, coordination and implementation of third party participation in a booth or event, collection management of third party payment for participation in a booth or event, liaison support for necessary show services paperwork, support and implementation of audio visual and information technology equipment for a show or event (including but not limited to video displays, accompanying music and sound effects, and other types of electronic displays), providing and installing carpet and padding for booth property, preview set-up and dismantling of booth property prior to a show or event, show site set-up and dismantling of the booth property, cleaning, prepping, and storing booth property for future use, and shipping booth property to and from show site.

In preparation for conferences the following types of services may include, but are not limited to pre-conference planning including topic identification, speaker and site selection, reservations for conference facilities, on site meeting support and registration services, editorial services, automation and telecommunications support, design and editing productions, audio visual equipment and operations, mailing and other communication with attendees including pre/post meeting mailings, travel support, and computer support and database creation.

**PRESS AND PUBLIC RELATIONS SERVICES**

The Contractor shall provide customized media and public relation services to include the development of media messages and strategies. The Contractor shall additionally recommend media sources for placement of campaigns. The Contractor shall prepare media materials including but not limited to background materials, press releases, media alerts, speeches and presentations, and press kits. The Contractor shall execute media programs that may include but are not limited to press conferences, distribution of press materials, scheduling broadcast and/or print interviews, and media buying services such as instantaneous satellite services.

**PUBLIC EDUCATION AND OUTDOOR MARKETING AND MEDIA SERVICES**

Contractors shall provide services that promote public awareness and public education of Federal Government programs and services; and provide outdoor marketing services that will promote agencies' marketing, media, and public information efforts. Types of services include but are not limited to; pamphlets, magazines, booklets, brochures, leaflets, newsletters, newspaper advertisements, and catalogs. Contractors may be required to construct, repair and maintain displays. Types of services may include but are not limited to painted and/or electronic displays, posters, billboards, banners, bulletins, tear cards, balloons, skywriting, and bumper stickers. Novelty items such as key chains are also included and other miscellaneous business services not elsewhere classified. Sites locations may include but are not limited to all manner of transit such as buses to include exterior and interior panels, train and subway stations, taxi tops, truck trailers and airport displays and kiosks.

## **RADIO, TELEVISION, AND PUBLIC SERVICE ANNOUNCEMENTS SERVICES**

Contractors shall provide radio, television and public service announcements in order to promote public awareness and/or prepare the consumer market for a product or service. Types of services may include but are not limited to the development of radio or television announcements, creative development of draft scripts and storyboards, TV monitoring, paid advertising, media buying, instantaneous satellite services, news clipping services, and ad tracking services.

## **INTRODUCTION OF NEW PRODUCTS OR SERVICES**

Contractors may offer a new or improved product or service at any time that has the potential to provide more economical or efficient means for Federal agencies to accomplish their mission that is within the general scope of the Statement of Work. It can already exist in the commercial market but is in the process of being developed or improved and has not yet been introduced to the Federal Government. It may also perform a new task or procedure not currently available under any GSA contract. There is no guarantee that the product offered will be recognized and accepted under an existing Special Item Number.

## **FULL SERVICE MARKETING, MEDIA, AND PUBLIC INFORMATION SERVICES**

Contractors shall have the capabilities to provide the full range of all the criteria set forth in the Statement of Work. Contractors, as required, may provide all phases, from conceptualization to execution of marketing, media, and public information services.

Contractors shall provide for a broad range of services required by Federal Government agencies for short and long term integrated marketing campaigns.

Contractors shall create solutions using strategically targeted marketing tactics which may include media plans and creative multimedia execution of campaigns using the following types of services, but not limited to: radio, television, outdoor advertising, web site, commercial art/graphic design, photography, trade shows/exhibits and conference and events planning, direct mail, market research, press and public relations, and videotape and film production.

## **DIRECT MAIL SERVICES**

Contractors shall provide direct mail services that incorporate effective timing of messages, a method of reaching prospects directly, and diversity in advertising formats. The Contractor may also be required to compile, reproduce, merge/purge, track, and test mailing services and/or customize mailing lists. Types of services may include but are not limited to address list compilation, addressing services, warehousing/clearinghouse services and mail advertising services including direct mail and postage. The Contractor will maximize postage discounts to the Government consistent with mission requirements. The Contractor may be required to use the Coding Accuracy Support System (CAS) software and National Change of Address (NCOA) to match addresses with the U.S. Postal Service database.

## **BACKGROUND:**

This schedule will provide an array of services that encompass the needs of the Government as we move into the 21<sup>st</sup> Century. The General Services Administration (GSA), Federal Supply Service (FSS), Services Acquisition Center (FCX) assumed the responsibility for this procurement in May 1998. The development of this Federal Supply Schedule Program is the result of extensive market research, which determined the Government's need for a Multiple Award Schedule for Marketing, Media, and Public Information Services. This schedule will provide support in areas such as Public Education and Outdoor Marketing and Media Services; Radio, Television, and Public Service Announcements; Introduction of New Products or Services; Direct Mail Services; Commercial Photography Services; Commercial Art and Graphic Design Services; Market Research, Media Analysis and Related Services; Press and Public Relations; Web Site Design and Maintenance; Trade Shows/Exhibits and Conference and Events Planning Services; Full Service Marketing, Media and Public Information Services; and Videotape and Film Production Services

“In April 1988, Executive Order 12367, *Productivity Improvement for the Federal Government*, called for the establishment of a Government-wide program to improve the quality, timeliness, and efficiency of services provided

by the Federal Government. Subsequently, a Multiple Award Schedule (MAS) for Marketing, Media, and Public Information Services was established in support of this Executive Order. As technology advances, this schedule will provide a useful mechanism to support Federal agency requirements.”

**PURPOSE:**

This Multiple Award Schedule will offer a full range of Marketing, Media, and Public Information Services that will provide a means for Federal activities to satisfy needs that cannot be met through “in-house” production. Contractors shall provide marketing, media, and public information services as specified in Task Orders placed under this Federal Supply Schedule. This schedule will allow Federal activities to gain access to Contractors that will formulate short and long-range goals to increase public awareness of products and services, improve new products and services, and create, change or reinforce an image of a product or service. Contractors will be capable of analyzing Federal programs and developing marketing, media and public information strategies that promote agencies’ missions.

Currently, national mandates exist that dictate the promotion of public awareness of overall Government initiatives and individual agencies’ missions, public understanding of complex technical and social issues, and dissemination of information to industry and consumer advocacy groups.

**SCOPE OF WORK**

GSA is soliciting marketing, media, and public information services to enable Federal agencies to meet and exceed their Strategic Goals. Contractors shall design and implement internal, local, national, and/or international campaigns to inform the public of various issues including but not limited to: recruitment needs, disaster information, educational needs, drug awareness, medical and retirement programs, and/or any other aspect of an agency’s mission.

The Contractor shall provide services that support agencies in the preparation of writing copy, artwork, graphics, and other creative work, and shall place such works in magazines, newspapers, pamphlets, and brochures, on radio and television and/or other media avenues. The Contractor shall provide direct support for the writing and editing of materials, which will include but are not limited to video, radio, television, and public service announcements, appropriate talent and use fees, pamphlets, brochures, and leaflets. In addition, the Contractor shall have the technical expertise to write about a variety of topics and will be required to have an understanding of the highly complex technical, legal, and social issues inherent to Government policy and public awareness campaigns. The Contractor shall be required to assess the educational needs of a target audience, compare them to the needs addressed by current public information reports, and address any changes that must be made. The Contractor shall provide all actors/actresses as required, unless the Federal activity chooses to use employees for print work and/or videos. The Contractor shall have an establishment that primarily engages in these types of services. The Contractor shall be responsible for obtaining all necessary permits and licenses and for complying with all applicable Federal, State, and Municipal laws. The Contractor may not retain or use any material produced under Task Order for self-promotion, except with the written permission of the ordering agency.

Upon termination or completion of all work under the Task Order, the Contractor shall comply with the agency requirements for disposal. All materials produced or delivered under the Task Order will become and remain the property of the Government.

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under each separate Task Order or contained in the reports to be furnished pursuant to the Task Order without prior written approval of the Contracting Officer.

All data produced in performance of the Task Order shall be the sole property of the Government. The Contractor agrees not to assert rights at common law or equity and not to establish any claim to statutory copyright in such data in whole or in part in any manner or form nor authorize others to do so, without prior written consent of the Contracting Officer. This does not restrict the use or publication of such data by the Contractor or its employees.

The Contractor shall have releases from all persons recognizably photographed or recorded, including guardians or parents of minors employed in the creation or production of any of the services provided for under the Task Order. The releases shall enable the Contractor to own free-and-clear the work or contribution of the talent for the period

specified in the Task Order. As a prerequisite to completion of a production or increment thereof, the Contractor shall assign all such releases to the Government. The releases shall enable the Government to exhibit the production at any time and through any method of projection or transmission, whether television, radio, still photographs, or otherwise, without limitation.

The quality of contractor services, supplies and equipment shall meet the recognized and generally accepted standards of the commercial motion picture industry, using American National Standards Institute (ANSI) standards, Society of Motion Picture and Television Engineers (SMPTE) practice, Association of Cinema and Video Laboratories (ACVL) procedures and motion picture film manufacturer's recommended specifications. The contractor shall adhere to the regulations of the Federal Communications Commission and all other standards and regulations pertaining to this solicitation.

The Contractor shall provide all media in a format that is compatible with the ordering agency's software requirements. The Contractor shall be responsible for furnishing all items used in performing the Task Order unless otherwise specified or approved by the Contracting Officer. The Contractor will act independently and not as an agent of the Government. The Contractor shall furnish all services, experienced personnel, materials, equipment, and/or facilities in accordance with the specific requirements outlined in Task Orders issued by individual agencies. The Contractor shall initiate work only when so directed by a Task Order, which has been signed by a Contracting Officer from the ordering agency.

The Contractor will be required to inquire with agencies prior to accepting any task order if there are any specific rules, regulations or laws that must be complied with before performing the order, i.e., convention centers for trade shows may require exhibitors only employ union labor for installation and dismantling of exhibits.

The Contractor is required to pay all up front changes i.e., Trade Shows/Exhibits and Conference and Events Planning Services, the contractor is responsible for funding to reserve conference space, and or hotel accommodations. The individual agency Task Orders will provide additional information on responsibility of payment. The Contractor is required to pay for all appropriate services on time in conjunctions with any Task Orders issued.

The Contractors maybe required to provide all phase, content and execution in more than one language and in accessible formats for the physically challenged.

The Contractor maybe required to furnished measurable results of any service provide for under the Statement Of Work.

## Labor Category Descriptions

The following labor categories will be used to perform work on orders under this contract under Special Item Numbers C R701, C R708 and C R422. The category descriptions provide the minimum requirements for personnel provided in a particular labor category.

LABOR CATEGORIES	
Job Title	Position Requirements
<i>Senior Marketing Executive</i>	<p><b>Responsibilities:</b> The SME serves as the lead on client activities and acts as the senior relationship manager. The SME is responsible for directing project strategy, assigning project staff and overall direction of projects. The SME interfaces regularly with clients, business partners and professional organizations in addition to bringing in new business opportunities. The SME monitors the project budgets and expenditures and handles all management issues.</p> <p><b>Experience/Education:</b> The SME will have twenty years experience and will have a Master's degree in a related field or equivalent experience.</p>
<i>Senior Business Development Executive</i>	<p><b>Responsibilities:</b> The SBDE is responsible for the overall direction of each account by staffing and then working closely with the BDE's and the CSM's to accomplish the client's agreed upon goals. The SBDE maintains detailed project plans, monitors work performed to ensure the project stays on schedule and within budget. In addition, the SDBE develops business flow processes that act as blueprints for each account. The SDBE addresses immediate and long-term solutions to project related issues.</p> <p><b>Experience/Education:</b> The SBDE will have fifteen to twenty years of experience with at least five years of management experience. A Master's degree in a related field or equivalent experience.</p>
<i>Business Development Executive</i>	<p><b>Responsibilities:</b> The Business Development Executive is responsible for major business development accounts. The BDE is highly experienced in developing and implementing complex business development processes and lead generation programs that will provide the client with measurable business opportunities for its short, mid and long-term pipeline. The BDE is highly skilled at developing strategic and tactical relationships for the client that focus on specific business opportunities and/or long-range business goals. In addition, the BDE can represent the client at meetings with potential customers and partners. The BDE has excellent interpersonal communications and presentation skills and is highly adept building relationships for the customer.</p>

	<p><b>Experience/Education:</b> The BDE will have four to five years managerial experience and holds a Bachelor's degree in a related field or equivalent experience.</p>
<i>Client Service Manager</i>	<p><b>Responsibilities:</b> The CSM acts as the account executive for its assigned clients. The CSM is responsible for implementing and executing on business development activities, lead generation and events planning on behalf of the client. In addition, the CSM provides periodic reports and updates to the client, solicits continual feedback and makes appropriate adjustments to each program. The CSM works closely with the CSR and the RA to ensure customer delight. The CSM is also responsible for final preparation of all client deliverables.</p> <p><b>Experience/Education:</b> The CSM has two to three years of managerial experience and a Bachelor's degree in a related field or equivalent experience.</p>
<i>Client Service Representative</i>	<p><b>Responsibilities:</b> The CSR is responsible for working directly with the Client Service Manager on assigned accounts with some ad hoc requirements. The CSR has excellent research, writing, analysis and presentation skills. In addition the CSR supports the Client Service Manager in interfacing with the clients and with the preparation of deliverables such as Go-To-Market Plans, Business Plans, Lead Generation Reports and Event Planning.</p> <p><b>Experience/Education:</b> The CSR has one to two years of experience and holds a Bachelor's degree in a related field or equivalent experience.</p>
<i>Research Associate</i>	<p><b>Responsibilities:</b> Performs a variety of research and administrative functions as needed including market research and analysis. Has excellent writing and presentation preparation skills and works in a fast paced environment under the supervision of the client service managers and directors. All assignments are time-bounded and results oriented.</p> <p><b>Experience/Education:</b> This is an entry-level position for an individual with at least two years of college in a related field or equivalent experience.</p>

**Computer Marketing Associates, Inc. Marketing and Media Services Price List**

SIN	Labor Category	Year 2 GSA	Year 3 GSA	Year 4 GSA	Year 5 GSA
		Prices 1/1/04 – 11/30/04	Prices 12/1/04 – 11/30/05	Prices 12/1/05 – 11/30/06	Prices 12/1/06 – 11/30/07
C R422	Senior Marketing Executive	\$166.58	\$174.56	\$183.54	\$192.52
C R422	Senior Business Development Executive	\$142.64	\$149.63	\$157.61	\$165.59
C R422	Business Development Executive	\$128.68	\$134.66	\$141.65	\$148.63
C R422	Business Development Manager	\$104.74	\$109.73	\$115.71	\$121.50
C R422	Business Development Research Associate	\$85.79	\$89.76	\$94.76	\$98.75
C R422	Business Development Research Analyst	\$71.82	\$74.81	\$78.80	\$82.79
C R708	Senior Marketing Executive	\$166.58	\$174.56	\$183.54	\$192.52
C R708	Senior Business Development Executive	\$142.64	\$149.63	\$157.61	\$165.59
C R708	Business Development Executive	\$128.68	\$134.66	\$141.65	\$148.63
C R708	Business Development Manager	\$104.74	\$109.73	\$115.71	\$121.50
C R708	Business Development Research Associate	\$85.79	\$89.76	\$94.76	\$98.75
C R708	Business Development Research Analyst	\$71.82	\$74.81	\$78.80	\$82.79
C R701	Senior Marketing Executive	\$166.58	\$174.56	\$183.54	\$192.52
C R701	Senior Business Development Executive	\$142.64	\$149.63	\$157.61	\$165.59
C R701	Business Development Executive	\$128.68	\$134.66	\$141.65	\$148.63
C R701	Business Development Manager	\$104.74	\$109.73	\$115.71	\$121.50
C R701	Business Development Research Associate	\$85.79	\$89.76	\$94.76	\$98.75
C R701	Business Development Research Analyst	\$71.82	\$74.81	\$78.80	\$82.79



**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

**Computer Marketing Associates, Inc.** provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact Greg Petrenko, 703-917-7734 voice, 703-917-7733 facsimile, [gp@cmmai.com](mailto:gp@cmmai.com)



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 Agency):

(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 Government 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 customer agency 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 of 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 customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedule “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

**GSA Price List for The NewsMarket, Inc. Services**

*The world's only centralized marketing, distribution and archive service for your broadcast-standard video*

**Outsource** time consuming fulfillment and free up resources for strategic initiatives

**Reach** a global network of 2,000 media outlets in 75 countries – 24 hours a day, seven days a week

**Do more with less** by re-purposing existing video to illustrate all of your new stories and press releases

**Streamline** internal communications by sharing content with your global PR and marketing teams

**Gain insight and take control** of your public relations efforts by knowing which media access and order your video and multimedia content

**Cap your spending** and control your budget by choosing a service level appropriate for your requirements

**For Ordering Assistance Please Call 212-497-9039**

<b>M &amp; MS SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Description</b>	<b>GSA Price</b>
<b>Annual Plans</b>				
738-6	C R708	Annual 240	240 minutes of Video Storage, 360 items of Audio Files, Stills, Logos, Graphics & Documentation; Unlimited Alerts; Unlimited Stories Published; Unlimited Digital Delivery; Unlimited Tape Deliveries; 52 Video Reference	\$179,536.50
738-6	C R708	Annual 120	120 minutes of Video Storage, 180 items of Audio Files, Stills, Logos, Graphics & Documentation; Unlimited Alerts; Unlimited Stories Published; Unlimited Digital Delivery; Unlimited Tape Deliveries; 24 Video Reference	\$98,745.08
738-6	C R708	Annual 60	60 minutes of Video Storage, 90 items of Audio Files, Stills, Logos, Graphics & Documentation; 24 Alerts; 24 Stories Published; Unlimited Digital Delivery; Unlimited Tape Deliveries; 12 Video Reference	\$62,837.78
738-6	C R708	Annual 30	30 minutes of Video Storage, 48 items of Audio Files, Stills, Logos, Graphics & Documentation; 4 Alerts (one region); 12 Stories Published; Unlimited Digital Delivery; 60 Tape Deliveries; 4 Video Reference	\$40,395.71
738-6	C R708	Annual 15	15 minutes of Video Storage, 24 items of Audio Files, Stills, Logos, Graphics & Documentation; 2 Alerts (one region); 6 Stories Published; Unlimited Digital Delivery; 24 Tape Deliveries; 1 Video Reference'	\$24,237.43

**GSA Price List for The NewsMarket, Inc. Services (continued)**

<b>M &amp; MS SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Description</b>	<b>GSA Price</b>
<b>Additional Services (Added to Annual Plans above)</b>				
738-6	C	R708 AS-VS	Video Storage, all plans, per 30 minutes	\$17,953.65
738-6	C	R708 AS-TD	Tape Deliveries, each, (includes Beta SP tape & shipping)	\$76.30
738-6	C	R708 AS-MATS	Media Alert Translation Services, per language, per alert	\$224.42
738-6	C	R708 AS-VR	Video Refreshes, per 15 minute refresh (includes digitizing, tagging & publishing)	\$1,346.52
738-6	C	R708 AS-MA	Media Alerts, per region (Americas, EMEA, Asia-Pacific)	\$897.68
738-6	C	R708 AS-MAG	Media Alerts, Global Distribution	\$2,244.21
738-6	C	R708 AS-AFSGD	Audio Files/Stills/Graphics/Documentation, per 200 items	\$4,488.41

**The NewsMarket and CLIENT NAME terms and conditions – PROJECT NAME**

For Ordering Assistance & Help Completing This Form, Please Call Jeff Norman at 212-497-9039

<b>Fees</b>	
<b>Fees</b>	XXX
<b>Period</b>	Two weeks starting START DATE and ending END DATE
<b>Payment terms</b>	Upon receipt of invoice
<b>Exclusive of</b>	Duties and costs in excess of limitations below will be billed upon client approval

<b>Services</b>	
<b>Core Services</b>	<ul style="list-style-type: none"> <li>– Account set-up</li> <li>– Digitising video into broadcast-standard MPEG-2 and streaming video for preview over the Internet (Quicktime and Windows Media)</li> <li>– Up to XXX minutes video available at any given time at <a href="http://www.thenewsmarket.com">www.thenewsmarket.com</a></li> <li>– Up to XXX items of non-video media assets published to <a href="http://www.thenewsmarket.com">www.thenewsmarket.com</a> (Text press releases, photos, graphics, audio clips etc)</li> <li>– XXX Multimedia Press Packs created from video and other media assets and published to home page of <a href="http://www.thenewsmarket.com">www.thenewsmarket.com</a></li> <li>– Meta data tagging (asset title, description, video shotlist, usage rights, keywords, shoot information, provider, publication dates, 'beat' etc)</li> <li>– On demand pre-approval of client journalist contacts</li> <li>– XXX global media alert (USA, EMEA, Asia Pacific)</li> <li>– Unlimited video delivery digitally by FTP</li> <li>– Unlimited video deliveries by Beta SP tape</li> <li>– XXX updates and final project report</li> </ul>
<b>Tech support</b>	The NewsMarket will provide tech support as required



<b>Agreement</b>		
I hereby accept the terms of the Service Agreement between <b>CLIENT NAME</b> and The NewsMarket, Inc.		
<b>Signed</b>		
<b>Name</b>	<b>XXX</b>	<b>XXX</b>
<b>For and on behalf of</b>	<b>The NewsMarket, Inc.</b>	<b>Client Name</b>
<b>Date</b>		

**PLEASE SIGN AND FAX BACK WITH YOUR GSA SCHEDULE ORDER TO CMA AT  
703-917-7733, Attn: Mr. Greg Petrenko**

### GSA Price List for Brix Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
<b>Carrier Products</b>					
<b>BrixWorx Software Products</b>					
132-33	C 7030	BW-9000	BrixWorx Engine for Sun Solaris (with embedded Oracle)	BrixWorx central site software -- Includes BrixWorx Operations Center, BrixWorx Subscriber Portal, bundled Test Suites, and Embedded Oracle. Supports single-server BrixWorx configuration, and includes license and software for one (1) Oracle Standard Edition installation. NOTE: A separate BrixWorx Engine is required for each independent BrixWorx deployment.	\$53,196.00
132-33	C 7030	BW-9000-NOL	BrixWorx Engine for Sun Solaris (no embedded Oracle)	BrixWorx central site software -- Includes BrixWorx Operations Center, BrixWorx Subscriber Portal, and bundled Test Suites. Supports single Consolidator, unlimited Collector deployment. NOTE: A separate BW-9000 Engine is required for each independent BrixWorx deployment	\$53,196.00
132-33	C 7030	BW-9010-NOL	BrixWorx Redundant Consolidator	Backup Consolidator for BrixWorx Engine. Maximum of 1 BW-9010 per BW-900x; does not provide standalone BW-900x functionality.	\$13,299.00
132-33	C 7030	BW-9014	BrixWorx On-Demand Testing	Enables on-demand testing through BrixWorx Operations Center. One required per BW-900x.	\$17,732.00
132-33	C 7030	BW-9015	BrixWorx Subscriber Portal - Premium Edition	Enables control over BrixWorx Subscriber Portal layout and content for individual users or groups of users. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9016	BrixWorx Scheduled Reporting	Enables scheduled, emailed reports from BrixWorx Operations Console. One required per BW-900x.	\$13,299.00
132-33	C 7030	BW-9017	BrixWorx Web Server	Additional Web server to run either the Operations Center or the Subscriber Portal as part of a BrixWorx deployment.	\$1,329.90
132-33	C 7030	BW-9018	BrixWorx SNMP Manager	Additional server license to run SNMP Manager for SAA Connector or Remote Router Operations.	\$1,329.90
132-33	C 7030	BW-9020-H248	BrixWorx Advanced VoIP Test Suite for H.248/MEGACO	Comprehensive suite of advanced performance and call quality tests for H.248/MEGACO VoIP networks. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9020-H323	BrixWorx Advanced VoIP Test Suite for H.323	Comprehensive suite of advanced performance and call quality tests for H.323 VoIP networks. One required per BW-900x. <i>Note: BW-9020-H323 runs on Brix Verifiers only.</i>	\$22,165.00

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	BW-9020-MGCP	BrixWorx Advanced VoIP Test Suite for MGCP and NCS	Comprehensive suite of advanced performance and call quality tests for MGCP VoIP networks and NCS VoIP networks. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9020-SIP	BrixWorx Advanced VoIP Test Suite for SIP	Comprehensive suite of advanced performance and call quality tests for SIP VoIP networks. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9020-SCCP	BrixWorx Advanced VoIP Test Suite for Cisco SCCP	Comprehensive suite of advanced performance and call quality tests for SCCP (Cisco Skinny) VoIP networks. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9021	BrixWorx Advanced Video Test Suite	Comprehensive suite of advanced performance and quality tests for Video over IP networks. One required per BW-900x.	\$35,464.00
132-33	C 7030	BW-9022	Single PESQ license for Brix Verifier Availability Q1 2005	License for PESQ calculations on a single Brix 2500. Requires BW-9020-SIP.	\$6,649.50
132-33	C 7030	BW-9023-MGCP	BrixWorx MGCP/NCS Loopback Suite	Support for MGCP and NCS loopback configuration and reporting. Requires BW-9020-MGCP and at least one BW-9053. One required per BW-900x.	\$22,165.00
132-33	C 7030	BW-9030	BrixWorx Remote Router Operations	Remote test support for IETF RFC 2925-compliant network elements. One required per BW-900x; license (BW-9051) required per RFC 2925-compliant network element	\$8,866.00
132-33	C 7030	BW-9031	BrixWorx Connector for Cisco SA Agent	Remote test support for Cisco network elements supporting SA Agent functionality. One required per BW-900x; license (BW-9051) required per SA Agent (network element)	\$13,299.00
132-33	C 7030	BW-9040	BrixWorx Developer's Kit - Data Extraction	Contains version independent BrixWorx performance and configuration data extraction utilities and programming APIs for application integration and data mining use. One required per BW-900x.	\$8,866.00
132-33	C 7030	BW-9041	BrixWorx Developer's Kit - Provisioning	Contains version independent BrixWorx configuration utilities and programming APIs for application integration. One required per BW-900x.	\$8,866.00
132-33	C 7030	BW-9042	BrixWorx Developer's Kit - On Demand Testing	Contains version independent BrixWorx programming APIs allowing third-party or customer applications access to on-demand testing capability. Requires BW-9014; one required per BW-900x.	\$8,866.00
<b>Brix VoIP PreQual Software Products</b>					
132-33	C 7030	BW-9070	Brix VoIP PreQual Console	User-facing and administrative user interfaces for Brix VoIP PreQual. Requires BW-9020-SIP. One required per BW-900x.	\$22,165.00

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	VA-3000	Single simultaneous license for Brix VoIP PreQual Agent	Single, simultaneous-use license for Brix VoIP PreQual agent. Permits one user to download and run the agent from any location. Requires BW-9070.	\$8,866.00
132-33	C 7030	VA-3100	One-month "rentable" single simultaneous license for Brix VoIP PreQual Agent	One-month (30-day) rental of single, simultaneous-use license for Brix VoIP PreQual agent. Permits one user to download and run the agent from any location. Requires BW-9070, and ownership of at least 5 VA-3000. Customer may only rent as many VA-3100 at one time as the number of owned VA-3000.	\$886.60
<b>Licenses for BrixWorx Software Products</b>					
132-33	C 7030	BW-9050	BrixWorx License Pack - 25	Includes 25 licenses supporting up to 25 Brix 100, 1000, or 2500 Verifiers, Brix Diagnostic Agents, Cisco SA Agents, or RFC 2925-compliant network elements. For a single BW-900x installation, not to be subdivided.	\$8,866.00
132-33	C 7030	BW-9051	Single BrixWorx License	Includes 1 license supporting 1 Brix 100, 1000, or 2500 Verifier, or a Brix Diagnostic Agent, or a Cisco SA Agent or RFC 2925-compliant network element. For BW-900x.	\$443.30
132-33	C 7030	BW-9053	Loopback license pack - 1,000	Includes 1,000 licenses for VoIP loopback testing to individual (configured) IP addresses and/or phone numbers. Requires one BW-9023-*. Licenses may be distributed across any number of Verifiers, but are for a single BW-900x installation and may not be subdivided between multiple BW-900x.	\$2,216.50
<b>Brix 100 Verifier Hardware Products</b>					
132-8	C 7025	BV-100-*	Brix 100 Verifier	Customer Premises Verifier 2 10/100 Mbps Ethernet ports support inline installation, active testing, and continuous monitoring. * Must specify country-specific AC power kit	\$1,595.88
132-8	C 7025	BV-190	Rackmount kit for Brix 100 Verifier	Rackmount kit (19") Supports installing Brix 100 Verifier in rack	\$44.33
<b>Brix 1000 Verifier Hardware Products</b>					
132-8	C 7025	BV-1000-AC-*	Brix 1000 Verifier (AC power)	In-network Verifier Single 10/100 Mbps Ethernet port supports active testing Second 10/100 Mbps Ethernet port for management Rackmount hardware included. AC-powered version; single-feed 90-240VAC, 50-60Hz * Must specify country-specific AC power kit	\$6,649.50
132-8	C 7025	BV-1000-DC	Brix 1000 Verifier (DC power)	In-network Verifier DC-powered version of BV-1000-AC Dual-feed, single-supply -48VDC.	\$6,649.50

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 7025	BV-1000-NEBS	Brix 1000 Verifier (DC power, NEBS)	In-network Verifier DC-powered version of BV-1000-AC Dual-feed, single-supply -48VDC. NEBS level 3 certified.	\$7,979.40
<b>Brix 2500 Verifier Hardware Products</b>					
132-8	C 7025	BV-2500B-AC-1*	Brix 2500 Verifier (AC power) with Gigabit Ethernet	In-network, high-speed Verifier Included copper Gigabit Ethernet port supports active testing Second 10/100 Mbps Ethernet port for management Rackmount hardware included AC-powered version; single-feed 90-240VAC, 50-60Hz * Must specify country-specific AC power kit	\$15,958.80
132-8	C 7025	BV-2500B-DC-1	Brix 2500 Verifier (DC power) with Gigabit Ethernet	In-network, high-speed Verifier Included copper Gigabit Ethernet port supports active testing Second 10/100 Mbps Ethernet port for management Rackmount hardware included DC-powered version; dual-feed -48V	\$15,958.80
132-8	C 7025	BV-2500B-NEBS-1	Brix 2500 Verifier (DC power, NEBS certified) with Gigabit Ethernet	In-network, high-speed Verifier Included copper Gigabit Ethernet port supports active testing Second 10/100 Mbps Ethernet port for management Rackmount hardware included DC-powered version; dual-feed -48V. NEBS level 3 certified.	\$20,391.80
132-8	C 7025	BV-2500B-AC-2*	Brix 2500 Verifier (AC power) with OC3 ATM	In-network, high-speed Verifier Included OC3 ATM port supports active testing. Requires one BV-SFP-OC3-LC-* (specify). 10/100 Mbps Ethernet port for management Rackmount hardware included AC-powered version; single-feed 90-240VAC, 50-60Hz * Must specify country-specific AC power kit	\$19,061.90
132-8	C 7025	BV-2500B-DC-2	Brix 2500 Verifier (DC power) with OC3 ATM	In-network, high-speed Verifier Included OC3 ATM port supports active testing. Requires one BV-SFP-OC3-LC-* (specify). 10/100 Mbps Ethernet port for management Rackmount hardware included DC-powered version; dual-feed -48V	\$19,061.90

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 7025	BV-2500B-NEBS-2	Brix 2500 Verifier (DC power, NEBS certified) with OC3 ATM	In-network, high-speed Verifier Included OC3 ATM port supports active testing. Requires one BV-SFP-OC3-LC-* (specify). 10/100 Mbps Ethernet port for management Rackmount hardware included DC-powered version; dual-feed -48V. NEBS level 3 certified.	\$23,494.90
132-8	C 7025	BV-SFP-GE-LC-SR	Brix 2500 Gigabit Ethernet Fiber Optics	Converts one port of BV-2500B-MM-GE or BV-2500B-MM-GE2 from copper to fiber. Field-installable.	\$443.30
132-8	C 7025	BV-SFP-OC3-LC-SR	Brix 2500 ATM Fiber Optics	Short-range optics. Enables one port of BV-2500B-MM-OC. Field-installable.	\$443.30
132-8	C 7025	BV-SFP-OC3-LC-MM	Brix 2500 ATM Fiber Optics	Multimode optics. Enables one port of BV-2500B-MM-OC. Field-installable.	
<b>Brix 3500T Verifier Hardware Products</b>					
132-8	C 7025	BV-3500T-2	Brix TDM Verifier (AC power) with T1/E1 PRI <i>Availability Q1 2005</i>	In-network TDM Verifier with T1 PRI interface. BrixWorx management, supports 23 channels of PESQ call quality testing. AC powered.	\$31,031.00
132-8	C 7025	BV-3500T-2	Brix TDM Verifier (DC power) with T1/E1 PRI <i>Availability Q1 2005</i>	In-network TDM Verifier with T1 PRI interface. BrixWorx management, supports 23 channels of PESQ call quality testing. -48V DC powered.	\$31,031.00
<b>Timing Modules</b>					
132-8	C 7025	BV-1050	GPS Module for Brix 1000 or Brix 2500	Slide-in GPS module provides time synchronization for Brix 1000 or Brix 2500. GPS antenna and cabling not included.	\$2,659.80
132-8	C 7025	BV-1060	CDMA Module for Brix 1000 or Brix 2500	CDMA module provides time synchronization for Brix 1000 (serial numbers greater than 2C7B50003210) or Brix 2500. Field-installable. CDMA antenna and cabling not included.	\$2,659.80
132-8	C 7025	BV-1061	CDMA accessories	4" magnetic-mount CDMA antenna and 12' cable for BV-1060	\$44.33
132-8	C 7025	BV-1061-14	CDMA accessories	14" magnetic-mount CDMA antenna & 14' cable for BV-1060	\$88.66
<b>Enterprise Software Products</b>					
<b>BrixMon for Windows Software Products</b>					
132-33	C 7030	BW-3000	BrixMon for Windows	Includes BrixMon UI and bundled tests (Ping, Traceroute). Supports single server install on Windows 2000, Intel platform. Includes Embedded Oracle license.	\$17,732.00
132-33	C 7030	BW-3010	BrixMon Alerting Package	Adds SNMP and Email alerting functionality to one BW-3000.	\$4,433.00

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	BW-3014	BriXMon On-Demand Testing	Enables on-demand testing through BriXMon. One required per BW-3000.	\$10,639.20
132-33	C 7030	BW-3015	BriXMon Portal - Premium Edition	Provides complete customization of BriXMon User Portal layout and content for individual users or groups of users, for one BW-3000.	\$8,866.00
132-33	C 7030	BW-3120	BriXMon Email Test Suite	Adds email-related tests to one BW-3000, including SMTP, IMAP, POP and email round-trip capabilities.	\$6,649.50
132-33	C 7030	BW-3121	BriXMon Network Test Suite	Adds network-related tests to one BW-3000, including DNS, DHCP, RADIUS, UDP and TCP Echo, One-Way Performance, Network Utilization, Packet Size Distribution and TFTP capabilities	\$6,649.50
132-33	C 7030	BW-3122	BriXMon Application Test Suite	Adds application-related tests to one BW-3000, including Application Performance, TCP Connectivity, TCP Performance, Top Clients and Top Server capabilities.	\$6,649.50
132-33	C 7030	BW-3123	BriXMon Web Test Suite	Adds Web-related tests to one BW-3000, including HTTP, HTTPS, FTP, NNTP and Web scripting capabilities.	\$6,649.50
132-33	C 7030	BW-3124	Enterprise IM Test Suite	Adds Enterprise Instant Messaging-related tests to one BW-3000, including testing support for AIM, MSN and Lotus Sametime.	\$6,649.50
132-33	C 7030	BW-3210	BriXMon Advanced VoIP Test Suite - H.323	Comprehensive suite of advanced performance and call quality tests for H.323 VoIP networks, for one BW-3000.	\$9,974.25
132-33	C 7030	BW-3211	BriXMon Advanced VoIP Test Suite - SIP	Comprehensive suite of advanced performance and call quality tests for SIP VoIP networks, for one BW-3000.	\$9,974.25
132-33	C 7030	BW-3212	BriXMon Advanced VoIP Test Suite - SCCP	Comprehensive suite of advanced performance and call quality tests for SCCP (Cisco Skinny) VoIP networks, for one BW-3000.	\$9,974.25
132-33	C 7030	BW-3220	BriXMon Advanced Video Test Suite	Comprehensive suite of advanced performance and quality tests for Video over IP networks, for one BW-3000.	\$15,072.20
<b>BriXMon Test Licenses Software Product</b>					
132-33	C 7030	BW-3300	BriXMon Test Suite License (class A)	Includes one license to run one BriXMon test suite on one third-party network element supporting Cisco SA Agent or RFC-2925 (see BW-303x).	\$79.79
132-33	C 7030	BW-3301	BriXMon Test Suite License (class B)	Includes one license to run one BriXMon test suite on one Verifier or Verifier Agent (see BW-31xx).	\$115.26
132-33	C 7030	BW-3302	BriXMon Test Suite License (class C)	Includes one license to run one BriXMon test suite on one Verifier or Verifier Agent (see BW-32xx).	\$164.02

### BriX Verifier Agent Software Product

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	VA-1020	Brix Verifier Agent for Windows (quantity of 1)	Windows software agent with Verifier-like capabilities. Supports Windows ME, Windows XP, Windows 2000, Windows NT, and Windows 98. Note: not all Verifier tests are available for Verifier Agents.	\$1,595.88
132-33	C 7030	VA-1021	Brix Verifier Agent for Windows (quantity of 25)	25-pack of Windows software agent with Verifier-like capabilities. Supports Windows ME, Windows XP, Windows 2000, Windows NT, and Windows 98. Note: not all Verifier tests are available for Verifier Agents.	\$22,165.00
132-33	C 7030	VA-1022	Brix Verifier Agent for Windows (quantity of 100)	100-pack of Windows software agent with Verifier-like capabilities. Supports Windows ME, Windows XP, Windows 2000, Windows NT, and Windows 98. Note: not all Verifier tests are available for Verifier Agents.	\$55,412.50
132-33	C 7030	VA-1023	Brix Verifier Agent for Windows (quantity of 400)	400-pack of Windows software agent with Verifier-like capabilities. Supports Windows ME, Windows XP, Windows 2000, Windows NT, and Windows 98. Note: not all Verifier tests are available for Verifier Agents.	\$134,585.88
132-33	C 7030	VA-1024	Brix Verifier Agent for Windows (quantity of 1000)	1000-pack of Windows software agent with Verifier-like capabilities. Supports Windows ME, Windows XP, Windows 2000, Windows NT, and Windows 98. Note: not all Verifier tests are available for Verifier Agents.	\$226,171.66

### **Brix Services and Support Products**

#### **Brix Support Products**

132-34	C J070	BA-9000	Annual Software Subscription and Support - Standard	Standard annual support subscription. Telephone software support via Brix Technical Assistance Center, M-F, 8AM-8PM Eastern. Hardware replacement via return to factory. Subscription for software and documentation updates.	18%/year of the GSA discounted sales price for S/W & H/W
132-34	C J070	BA-9010	Annual Software Subscription and Support - Premium	Premium annual support subscription. Telephone software support via Brix Technical Assistance Center, 7x24. Hardware replacement next business day shipment from United States. Subscription for software and documentation updates.	21%/year of the GSA discounted sales price for S/W & H/W

#### **Brix Training and Services Products**

132-33	C 7030	BP-9000	BrixWorx Installation	Installation of BrixWorx software on dedicated Sun server. Price is per server. Travel and expenses will be billed separately IAW FTR/JTR	\$3,103.10
132-50	C U012	BP-9101	Introduction to Brix System Operations Training (1-Day)	BrixWorx customer technical end-user training. One day hands-on training for up to 10 people delivered either on-site or at Brix Networks headquarters. Travel and expenses will be billed separately IAW FTR/JTR.	\$2,216.50
132-50	C U012	BP-9102	BrixWorx Operations & Administration Training (2-Day)	BrixWorx customer system administrator training. Two day hands-on training for up to 10 people delivered either on-site or at Brix Networks headquarters. Travel and expenses will be billed separately IAW FTR/JTR.	\$3,103.10



<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-50	C U012	BP-9103	Advanced BrixWorx Operations & Administration Training (3-Day)	BrixWorx customer system administrator and advanced operations training. Three day hands-on training for up to 10 people delivered either on-site or at Brix Networks headquarters. Travel and expenses will be billed separately IAW FTR/JTR.	\$4,433.00
132-50	C U012	BP-9104	Reseller Training (2-Day)	Reseller/System Integrator training course covering system administration and advanced operations. Two-day hands-on training for up to 4 people delivered either on-site or at Brix Networks headquarters. For additional attendees see BP-9105. Travel and expenses will be billed separately IAW FTR/JTR.	\$4,787.64
132-50	C U012	BP-9105	Reseller Training (2-Day) Additional Attendee	Additional attendee to BP-9104. Travel and expenses will be billed separately IAW FTR/JTR.	\$975.26
132-50	C U012	BP-9109	Custom Training	Budgetary only; requires Statement of Work and specific quote. Custom training curriculum for up to 10 people extracted from existing training modules (BP-9101, BP-9102, or BP-9103). Travel and expenses will be billed separately IAW FTR/JTR.	\$2,216.50
132-33	C 7030	BP-9200	Professional Services	System Integration, Custom Development, Project Management, etc. Price is per day. Travel and expenses will be billed separately IAW FTR/JTR.	\$1,773.20

# **BRIX NETWORKS, INC.**

## **LICENSED SOFTWARE AND HARDWARE AGREEMENT**

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This Agreement, effective \_\_\_\_\_, is between \_\_\_\_\_ ("Customer"), a \_\_\_\_\_ corporation, having an office at \_\_\_\_\_ and Brix Networks, Inc. ("Brix"), a \_\_\_\_\_ corporation, having an office at 285 Mill Road, Chelmsford, Massachusetts 01824, (Brix and Customer each a "Party" and collectively, the "Parties").

### **I. DESCRIPTION OF LICENSE AGREEMENT**

Brix shall make available to Customer under terms of this Agreement the Verifier, Licensed Software, including any related Documentation, any applicable Brix Support and Services (respectively defined herein) related to the Licensed Software. To accept the Verifier, Licensed Software and the performance of any Services, Customer must execute this Agreement and return it to Brix.

#### **1.0 DEFINITIONS**

- 1.1** "**Documentation**" means the documentation described in **Section 2.2** to this Agreement.
- 1.2** "**Licensed Software**" means Brix's proprietary BrixWorx or BrixMon software described in **Section 2** to this Agreement.
- 1.3** "**Service**" means any Brix Support, support, training, or consultation provided by Brix to Customer under this Agreement.
- 1.4** "**Third Party**" means any individual, corporation, partnership, association or other entity, other than the Parties to this Agreement.
- 1.5** "**Third Party Software**" means the computer programs provided by Brix as part of the Licensed Software which have been developed by Third Parties.
- 1.6** "**Verifier**" means the physical equipment provided by Brix.

#### **2.0 DESCRIPTION OF LICENSED SOFTWARE**

- 2.1** Brix shall provide Customer with one (1) object code copy of BrixWorx or BrixMon in CD-ROM format.
- 2.2** Brix shall furnish one (1) copy of the Brix standard user documents(s) with delivery of the Licensed Software. Customer may make copies of the Documentation and any of its portions for its internal use only, provided any copy or portion bears the same proprietary and/or copyright notices appearing on the originals.

#### **3.0 SERVICES AND SUPPORT**

Brix shall provide training, installation and system integration Services to the extent set forth in the purchase order. In addition, Brix shall provide support to the extent set forth in the Brix Support Agreement **Exhibit A** ("Brix Support").

#### **4.0 LICENSE GRANT**

- 4.1** Brix grants to Customer a personal, nontransferable and nonexclusive license to use the Licensed Software solely within Customer's own internal business operations for the maximum number of Verifiers set forth in the purchase order.
- 4.2** The license granted shall not extend to any Third Party, or any business or operation of a Third Party acquired by Customer by merger, consolidation, purchase, and operation of law or otherwise, after the effective date of this Agreement. No copies shall be made of the Licensed Software, or any portion of it, except for the Customer to make one (1) for backup and disaster recovery purposes.
- 4.3** No right is granted (i) for the use of the Licensed Software for or by any Third Party, including, but not limited to, use for service bureau services, (ii) to sell, transfer, export, license or sublicense any of the Licensed Software, or (iii) to transmit the Licensed Software to any person outside Customer's internal business organization.
- 4.4** Brix reserves the right, in any way and without notice, to revise, not to revise, update or modify, the Licensed Software or the information upon which the Licensed Software was based. Except as otherwise set forth in this Agreement, Brix assumes no responsibility, for (i) protecting the Licensed Software against obsolescence, (ii) providing any improvements to the Licensed Software, (iii) maintaining the Licensed Software, or (iv) providing other services with respect to the Licensed Software.

#### **5.0 FEES AND PAYMENTS**

- 5.1** Licensed Software and Verifier shall be FOB shipping point. Customer shall bear all freight, shipping and handling costs for such delivery of the Licensed Software and Verifier and all risk of loss, including any insurance costs.
- 5.2** Customer shall pay to Brix the fees set forth in an agreed purchase order.
- 5.3** Payments to Brix must be in United States dollars and may be either: a) wire transferred to: Silicon Valley Bank, For Account of Brix Networks, Inc., Account No. 330017774, Attention: Accounts Receivable, Brix Networks, Inc., or (b) mailed to Brix at 285 Mill Road, Chelmsford, MA 01824.
- 5.4** Overdue payments are subject to a late payment charge, calculated and compounded monthly, and calculated at an annual rate of eighteen percent (18%). If the amount of the late payment charge exceeds the maximum permitted by law, the charge will be reduced to that maximum amount.
- 5.5** Customer shall pay or reimburse Brix for all sales or use taxes, duties, withholding taxes or levies imposed by any authority, government or government agency (other than those levied on Brix's net income) in connection with this Agreement. If Brix is required to collect a tax to be paid by Customer, Customer shall pay this tax on demand. If Customer is required to withhold any sum to pay a withholding tax, the amount paid will still be owed to Brix and Customer shall promptly pay that amount to Brix.
- 5.6** If Customer fails to pay any fee, expense, tax or any sum due Brix, Customer shall pay all reasonable expenses incurred by Brix in collecting these sums, including reasonable attorney's fees.

#### **6.0 CONFIDENTIAL INFORMATION**

**6.1** Customer shall hold the Licensed Software in confidence for the benefit of Brix as confidential information ("Confidential Information").

**6.2** Customer shall not make any disclosure of the Licensed Software (including methods or concepts utilized in the Licensed Software) to anyone other than its employees who have a need to know. Customer shall notify its employees of their confidentiality obligations with respect to the Licensed Software and shall require its employees to comply with these obligations. The confidentiality obligations of Customer and its employees survive the termination or expiration of Customer's licenses and rights granted under this Agreement.

**6.3** Except as otherwise set forth in **Section 4.2**, no copies may be made of the Licensed Software without the Brix's prior written permission.

**6.4** Customer shall not reverse engineer, decompile, disassemble or decode the Licensed Software, or derive any source code or algorithms from the Licensed Software.

**6.5** Title in the Licensed Software remains in Brix. Title in the Third Party Software remains with the Third Party providers.

## **7.0 WARRANTIES AND DISCLAIMER OF WARRANTIES**

**7.1** Brix warrants that the provision of Services under this Agreement will be provided in a professional and workmanlike manner.

**7.2** Brix warrants, that for a period of ninety (90) days following Customer's receipt of the Licensed Software ("Licensed Software Warranty Period"), that the Licensed Software will operate and perform in materially in conformance with the Documentation. If a breach of the warranty set forth in this **Section 7.2** occurs, Customer's sole and exclusive remedy is that Brix will provide reasonable efforts to correct nonconformances which are reproducible by Brix during the Licensed Software Warranty Period or any period in which Customer is entitled to receive Brix Support for such Licensed Software.

**7.3** Brix warrants, that for a period of one year following Customer's receipt of the Verifier ("Verifier Warranty Period"), that the Verifier will be free from defects in materials and workmanship. If a breach of the warranty set forth in the **Section 7.4** occurs, Customer's sole and exclusive remedy is that Brix will repair or replace the Verifier, provided Customer notifies Brix during the Verifier Warranty Period and returns the Verifier to Brix for repair or replacement. Customer shall prepay shipping charges for Verifier returned to Brix under this warranty. Brix shall pay for the return of the Verifier to Customer, except that Customer shall pay all shipping charges, duties and taxes for Verifier returned to Brix from a country other than the United States.

**7.4** Brix makes no representations and extends no warranties of any kind (other than those set forth in **Sections 7.1, 7.2, and 7.3**), and assumes no responsibility or liability with respect to (i) the use, sufficiency or accuracy of the Licensed Software, (ii) the sufficient or accuracy of the reports or tests performed utilizing the Licensed Software, or (iii) any Third Party Software. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, EVEN IF BRIX HAS BEEN MADE AWARE OF SUCH PURPOSE, AND THE WARRANTY AGAINST INFRINGEMENT OF PATENTS OR OTHER INTELLECTUAL PROPERTY RIGHTS.

**7.5** To the extent permitted by law or contract, Brix shall pass through to Customer the warranties for the Third Party Software.

## **8.0 LIMITATION OF LIABILITY**

BRIX IS NOT LIABLE FOR ANY INDIRECT DAMAGES, LOST PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THIS AGREEMENT OR THE FURNISHING OF THE LICENSED SOFTWARE, THIRD PARTY SOFTWARE, HARDWARE OR SERVICES, INCLUDING THE USE OR INABILITY TO USE THE LICENSED SOFTWARE, HARDWARE OR THE THIRD PARTY SOFTWARE. BRIX'S LIABILITY UNDER THIS AGREEMENT, IF ANY, IS LIMITED TO THE LICENSE FEES AND HARDWARE FEES RECEIVED BY BRIX FOR THE LICENSED SOFTWARE AND HARDWARE, EXCLUDING ANY FEES FOR SERVICES. IF ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIONS OF WARRANTY AND DAMAGES SET FORTH IN THIS AGREEMENT SHALL REMAIN IN EFFECT.

## **9.0 INTELLECTUAL PROPERTY INFRINGEMENT**

**9.1** During the term of this Agreement, Brix shall defend or settle any claim, suit, or proceeding brought against Customer by any Third Party to the extent such claim, suit, or proceeding is based on an allegation that Customer's operation or possession of the latest Release of the Licensed Software in the form licensed to Customer, infringes any United States patent or United States copyright of such Third Party.

**9.2** Notwithstanding the foregoing, Brix shall have no obligation to defend or settle any claim, suit, or proceeding under any of the following circumstances:

- (i) the infringement claim is not directly attributable solely to the operation of the Licensed Software or the infringement claim is based on the operation of the Licensed Software in combination with any other software not provided or licensed by Brix;
- (ii) the infringement claim is based upon Customer's use of other than the most current version of the Licensed Software;
- (iii) the infringement claim is based on a patent or copyright owned, controlled, licensable, or licensed by Customer or any of its Affiliates; or
- (iv) the infringement claim is based on Customer's operation of the Licensed Software in a manner not expressly permitted under this Agreement or in violation of this Agreement.

**9.3** Brix, in its sole discretion, may at any time choose to mitigate damages and remedy any actual or potential Third Party claim, suit or proceeding for which it has a defense obligation under this Section by taking any one or combination of the following measures:

- (i) securing for Customer the right to continue to use the Licensed Software;
- (ii) replacing or modifying the Licensed Software or any part thereof to make it non-infringing; or
- (iii) terminating Customer's license to the Licensed Software or any part thereof granted under this Agreement and refunding to Customer an amount which represents the value of the unused portion of the license, such value to be determined by fully amortizing, over a five (5) year period, the license fee Customer paid to Brix for such license.

## **10.0 TERMINATION**

**10.1** Brix may terminate the license and rights granted to Customer under this Agreement if (i) Customer assigns the license for the benefit of creditors, (ii) Customer admits in writing its inability to pay debts as they mature, (iii) a trustee or receiver is appointed for a substantial part of Customer's assets, or (iv) a bankruptcy proceeding is instituted against Customer which is acquiesced in and is not dismissed within sixty (60) days, or results in an adjudication of bankruptcy. The termination is effective upon Customer's receipt of Brix's written termination notice.

**10.2** If either Party breaches one or more of its material obligations under this Agreement, the other Party may elect at any time, in addition to any other remedy, to terminate this Agreement. Prior to the termination, the non-breaching Party must give the other Party one

(1) month written notice specifying the breach. The non-breaching Party may terminate this Agreement if the other Party does not remedy all breaches specified in the written notice within the one (1) month notice period.

**10.3** Upon termination or expiration of this Agreement, Customer shall return all Licensed Software, including all copies and, if requested, certify in writing to Brix the return. Customer is bound by all obligations incurred prior to the termination or expiration; however, all of Brix's obligations will automatically terminate upon such termination or expiration. Brix is under no obligation to refund any monies because of such termination. These termination rights are in addition to all other rights and remedies available to Brix.

## **11.0 GENERAL**

**11.1** Neither the execution of this Agreement nor anything in it, or the Licensed Software, shall be construed as providing or implying any arrangement or understanding that Brix will make any purchase, lease, examination or test of, or give any approval with respect to, any product or service.

**11.2** In those cases where the activities of Brix or a responsibility of Brix, called for by a schedule or otherwise, are dependent on an activity or responsibility of Customer, or is dependent on receiving information or approval from Customer, and the activity, responsibility, information or approval is not given or notified to Brix by the scheduled date or time, then the activity or responsibility of Brix may be delayed a corresponding amount of time and may result in an increase to the fees and expenses to be paid to Brix.

**11.3** This Agreement shall not prevent either Party from entering into any similar agreement with any Third Party, whether in the same or in a different industry.

**11.4** Customer may not assign, in whole or in part, this Agreement, or any license, rights or obligations granted, to any subsidiary, affiliate or entity owned or controlled by Customer, or pursuant to any merger, consolidation or other Customer reorganization, or to any other person or entity, without the prior written consent of Brix.

**11.5** The failure of either Party at any time to enforce any of the provisions of this Agreement or any right under this Agreement, or to exercise any option provided, will in no way be construed to be a waiver of the provisions, rights, or options, or in any way to affect the validity of this Agreement. The failure of either Party to exercise any rights or options under the terms or conditions of this Agreement shall not preclude or prejudice the exercising of the same or any other right under this Agreement.

**11.6** Neither Party shall be liable to the other for non-compliance with any provision of this Agreement if the non-compliance resulted directly from any cause beyond the reasonable control of the Party. However, this provision shall not apply to any payments due to Brix under this Agreement.

**11.7** This Agreement must be construed and enforced according to the substantive laws of the Commonwealth of Massachusetts and Customer agrees to be subject to the jurisdiction of the courts in the Commonwealth of Massachusetts if a suit is commenced in connection with this Agreement.

**11.8** If any provision or portion of a provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected, and the remaining terms will continue in effect and be binding on the Parties, provided that such holding of invalidity or unenforceability does not materially affect the essence of the Agreement.

**11.9** Any notice or other written communication required or permitted to be given by a Party under this Agreement will be considered delivered five (5) business days after the notice has been mailed by certified mail addressed to the attention of the other Party's Administrative Contact as identified in this Agreement.

**11.10** The Parties agree to comply with all applicable laws. If Brix requires any government licenses or approvals to proceed with the Services, Brix will provide Customer with prior notice of the requirement and an estimate of any resulting increase in the price of the Services.

**11.11 Compliance with Export Control Laws.** Customer will comply with all applicable export and import control laws and regulations of the United States and the foreign jurisdiction in which the Verifier or Licensed Software is used and, in particular, Customer will not export or re-export the Verifier or Licensed Software without all required United States and foreign government licenses. Customer acknowledges and understands that the Licensed Software contains encryption technology that may require an export license from the U.S. State Department when exported or re-exported to government end-users, Internet or telecommunications service providers providing services specific to government end-users. Export of the Licensed Software to certain countries is prohibited. Customer will defend, indemnify, and hold harmless Brix from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

**11.12 U.S. Government End User Customers.** The Licensed Software and any other software covered under this Agreement 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 User Customers acquire the Licensed Software with only those rights set forth therein.

**11.13 Audit Rights.** Upon 30 days written notice, Brix may audit the Customer's use of the Licensed Software. The Customer agrees to cooperate with Brix's audit and provide reasonable assistance and access to the information, including and not limited to relevant books, records, agreements, servers, and technical personnel. The Customer agrees to pay within 30 days of written notification any underpaid fees. If the Customer does not pay, Brix can end your technical support, licenses and this agreement.

**11.14** The terms and conditions of this Agreement regarding confidentiality, payment, warranties, limitation of liability and all others that by their sense and context are intended to survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

## **13.0 ENTIRE AGREEMENT**

This is the entire Agreement between the Parties about its subject. It incorporates and supersedes all written and oral communications about its subject. It may only be changed or supplemented by a written amendment signed by the authorized representatives of the Parties.

## **END OF TERMS AND CONDITIONS**

In consideration of the mutual obligations assumed under this Agreement, Customer and Brix agree to the Terms and Conditions attached to this Agreement and represent that this Agreement is executed by duly authorized representatives as of the dates below.

**<INSERT CUSTOMER'S FULL LEGAL NAME>**

**BRIX NETWORKS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A**  
**Brix Support Agreement**

The Brix Support Agreement is for the Licensed Software and Hardware (“Agreement”) dated \_\_\_\_\_ and is between \_\_\_\_\_ (“Customer”) and Brix Networks, Inc. (“Brix”). Brix shall provide the Brix Support under the terms and conditions of the Agreement.

**1.0 DEFINITIONS**

**1.1 “Term”.** For purposes of this Agreement and subject to Brix rights to terminate, Brix shall provide the Brix Support for an initial term of twelve (12) months from the date Brix shipped the initial release of the Licensed Software (“Initial Support Term”). Thereafter, the term shall automatically renew for an additional twelve (12) month periods (each, a “Renewal Term”). The Initial Support Term and Renewal Term shall together be deemed to be the “Term”.

**2.0 BRIX SUPPORT**

**2.1 Scope of Brix Support.** During the Term, Brix shall provide support for the current version and one previous revision of software and hardware. This support includes:

**2.1.1** Technical telephone assistance on the use and operation of the Licensed Software based upon the following contracted service level. Brix shall have the option to provide a non-standard service as separately agreed to by both parties in writing.

Support - Standard                      5 days/week, 12 hours/day – 8 a.m. to 8 p.m. E.S.T. (excluding federal observed holidays)

Support - Premium                      7 days/week 24 hours/day

**2.1.1** Current software releases of all Brixworx or BrixMon software and bug fixes will be applied only to the most current release.

**2.1.2** Updated documentation and release notes highlighting the modifications for each delivered Update.

**2.1.3** Hardware warranty on Brix Verifiers purchased by the Customer based upon the following contracted service level. Brix and the Customer shall have the option to provide and procure, respectively, a non-standard service as separately agreed to by both parties in writing.

Support Standard                      Hardware – Return to Customer 14 days from Company receipt

Support Premium                      Hardware – Next Business Day Replacement (excluding international deliveries)

**2.2 Exclusions.** Brix Support does not include on-site support, operating supplies or accessories, application engineering support or support of custom products, applications written by Customer, or non-current versions (which is defined as more than one version previous to the current version) of the Licensed Software. Further, Brix shall have no obligation to provide Brix Support due to:

- a) Problems that do not arise out of a failure of the Licensed Software to conform in any material respect to its related Documentation.
- b) Licensed Software that has been altered, damaged, modified or incorporated with or into other software, except as performed or authorized in writing by Brix;
- c) Errors caused by the negligence, abuse or misapplication, attempt to maintain the Licensed Software or use of the Licensed Software other than as set forth in the Agreement, by Customer or any third party;
- d) Failure of associated computer equipment not maintained or supplied by Brix.

**3.0 Fees and Expenses**

**3.1 Initial Support Term Fee.** Within thirty (30) days from Brix’s delivery of the Licensed Software to Customer, Customer shall pay Brix the initial support term fee for the Brix Support provided during the initial Support Term.

**3.2 Renewal Term Fee.** For each Renewal Term, Brix will invoice Customer the applicable Brix Support fee in advance and Customer shall pay the fee within thirty (30) days from the date of the invoice. Additional products purchased during the Support term will be added to the main support plan at the same service level and will be billed for the annual service cost for the items purchased. At the annual renewal of the main support plan, the renewal date of the additional products purchased will be synchronized to the main support plan. Accordingly, the cost of any overlap of service due to additional purchases will be credited against the annual renewal cost for the main support plan.

**3.3 Additional Support and Expenses.** If Brix provides additional support not required by this Agreement or Addendum, Brix will bill and Customer will pay the cost of such additional support at the Brix then current time and materials rate within thirty (30) days from the date of the Brix invoice. In addition, if Brix incurs expenses in its performance of the Brix Support, Brix shall bill Customer for the expenses on a monthly basis and Customer shall reimburse Brix for the expenses invoiced within thirty (30) days from the date of the invoice.

**3.4 Cessation of Brix Support.** If Customer fails to pay the fees for the Brix Support when due, Brix shall have no further obligation to continue to provide Brix Support following the date such payment was due.

**AGREED BY:**

<INSERT CUSTOMER’S FULL LEGAL NAME>

**BRIX NETWORKS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-NET-M-EBK	Net Management Components	Net EB Management System	\$39,897.00
132-33	C 7030	D-NET-M-EB	Net Management Components	Net EB Management System-Software Only	\$30,144.40
132-8	C 5810	D-NET-KEYEB	Net Management Components	Net Keyper EB	\$9,752.60
132-8	C 5810	D-NET-EB20-1-10	NET High Security VPN Encryptor Solution	Net EB20M Module 1 - 10 units, per unit	\$9,974.25
132-8	C 5810	D-NET-EB20-11-25	NET High Security VPN Encryptor Solution	Net EB20M Module 11 - 25 units, per unit	\$8,857.13
132-8	C 5810	D-NET-EB20-26-50	NET High Security VPN Encryptor Solution	Net EB20M Module 26 - 50 units, per unit	\$8,378.37
132-8	C 5810	D-NET-EB20-51-100	NET High Security VPN Encryptor Solution	Net EB20M Module 51 - 100 units, per unit	\$7,890.74

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-8	C 5810	D-NET-EB100-1-10	NET High Security VPN Encryptor Solution	Net EB100M Module 1 - 10 units, per unit	\$19,061.90
132-8	C 5810	D-NET-EB100-11-25	NET High Security VPN Encryptor Solution	Net EB100M Module 11 - 25 units, per unit	\$16,402.10
132-8	C 5810	D-NET-EB100-26-50	NET High Security VPN Encryptor Solution	Net EB100M Module 25 - 50 units, per unit	\$15,515.50
132-8	C 5810	D-NET-EB100-51-100	NET High Security VPN Encryptor Solution	Net EB100M Module 51 - 100 units, per unit	\$14,850.55
132-8	C 5810	D-NET-EB20C-2-4	NET High Security VPN Encryptor Solution	Net Compact EB20M Module (for small scale deployment up to 10 units, 2 - 4 units, per unit	\$11,969.10
132-8	C 5810	D-NET-EB20C-5-10	NET High Security VPN Encryptor Solution	Net Compact EB20M Module (for small scale deployment up to 10 units, 5 - 10 units, per unit	\$9,974.25



### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-NET-EB100C-2-4	NET High Security VPN Encryptor Solution	Net Compact EB100M Module (for small scale deployment up to 10 units, 2 - 4 units, per unit	\$20,391.80
132-8	C 5810	D-NET-EB100C-5-10	NET High Security VPN Encryptor Solution	Net Compact EB100M Module (for small scale deployment up to 10 units, 5 - 10 units, per unit	\$19,061.90
132-8	C 5810	D-KEY-ENT-1-5	Keyper Hardware Security Modules (HSMs)	Keyper Enterprise V1.x (FIPS 140-2 L4), 1 - 5 units, per unit	\$22,165.00
132-8	C 5810	D-KEY-ENT-6-10	Keyper Hardware Security Modules (HSMs)	Keyper Enterprise V1.x (FIPS 140-2 L4), 6 - 10 units, per unit	\$21,056.75
132-8	C 5810	D-KEY-ENT-11-25	Keyper Hardware Security Modules (HSMs)	Keyper Enterprise V1.x (FIPS 140-2 L4), 11 - 25 units, per unit	\$19,948.50
132-8	C 5810	D-KEY-PRO-1-5	Keyper Hardware Security Modules (HSMs)	Keyper Professional V2.x (FIPS 140-1 L4), 1 - 5 units, per unit	\$15,515.50

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-8	C 5810	D-KEY-PRO-6-10	Keyper Hardware Security Modules (HSMs)	Keyper Professional V2.x (FIPS 140-1 L4), 6 - 10 units, per unit	\$14,739.73
132-8	C 5810	D-KEY-PRO-11-25	Keyper Hardware Security Modules (HSMs)	Keyper Professional V2.x (FIPS 140-1 L4), 11 - 25 units, per unit	\$13,963.95
132-8	C 5810	D-KEY-PCI-1-5	Keyper Hardware Security Modules (HSMs)	Keyper PCI and OmniPort V2.x (FIPS 140-1 L3), 1 - 5 units, per unit	\$7,181.46
132-8	C 5810	D-KEY-PCI-6-10	Keyper Hardware Security Modules (HSMs)	Keyper PCI and OmniPort V2.x (FIPS 140-1 L3), 6 - 10 units, per unit	\$6,463.31
132-8	C 5810	D-KEY-PCI-11-25	Keyper Hardware Security Modules (HSMs)	Keyper PCI and OmniPort V2.x (FIPS 140-1 L3), 11 - 25 units, per unit	\$6,104.24
132-8	C 5810	D-KEY-LB	Keyper Load Balancer Software for Load Sharing / Resilience	Keyper Load Balancer Enterprise License	\$7,580.43

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-8	C 5810	D-KEY-16K(Y G B)	Accessories & Pack of 10 GemPlus MPEMV 16K Smart Cards Miscellaneous Items		\$283.71
132-8	C 5810	D-KEY-128K	Accessories & Pack of 5 GemPlus MPEMV 128K Smart Cards Miscellaneous Items		\$283.71
132-8	C 5810	D-KEY-PCK	Accessories & AEP Keyper Smart Card Pack Miscellaneous Items		\$372.37
132-8	C 5810	D-MSC-RMK	Accessories & AEP Rack Mount Kit Miscellaneous Items		\$132.99
132-8	C 5810	D-MSC-OPKEY	Accessories & Duplicate Operator Key for AEP Keyper/AEP Net Miscellaneous Items		\$53.20
132-12	C J070	D-AM*-NET-M-EBK	Net Management Components Annual Maintenance and Support	Net EB Management System	\$7,508.22
132-34	C J070	D-AM*-NET-M-EB	Net Management Components Annual Maintenance and Support	Net EB Management System-Software Only	\$5,672.87

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-NET-KEYEB	Net Management Components Annual Maintenance and Support	Net Keyper EB	\$1,835.34
132-12	C J070	D-AM*-NET-EB20-1-10	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB20M Module Maintenance and Support, 1 - 10 units, per unit	\$1,877.05
132-12	C J070	D-AM*-NET-EB20-11-25	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB20M Module Maintenance and Support, 11 - 25 units, per unit	\$1,666.64
132-12	C J070	D-AM*-NET-EB20-26-50	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB20M Module Maintenance and Support, 26 - 50 units, per unit	\$1,576.73

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-NET-EB20-51-100	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB20M Module Maintenance and Support, 51 - 100 units, per unit	\$1,484.96
132-12	C J070	D-AM*-NET-EB100-1-10	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB100M Module Maintenance and Support, 1 - 10 units, per unit	\$3,587.26
132-12	C J070	D-AM*-NET-EB100-11-25	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB100M Module Maintenance and Support, 11 - 25 units, per unit	\$3,086.71
132-12	C J070	D-AM*-NET-EB100-26-50	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB100M Module Maintenance and Support, 26 - 50 units, per unit	\$2,919.86

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-NET-EB100-51-100	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net EB100M Module Maintenance and Support, 51 - 100 units, per unit	\$2,794.73
132-12	C J070	D-AM*-NET-EB20C-2-4	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net Compact EB20M Module Maintenance and Support, 2 - 4 units, per unit	\$2,252.46
132-12	C J070	D-AM*-NET-EB20C-5-10	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net Compact EB20M Module Maintenance and Support, 5 - 10 units, per unit	\$1,877.05
132-12	C J070	D-AM*-NET-EB100C-2-4	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net Compact EB100M Module Maintenance and Support, 5 - 10 units, per unit	\$3,837.53

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-NET-EB100C-5-10	Net High Security VPN Encyptor Solution Annual Maintenance and Support	Net Compact EB100M Module Maintenance and Support, 2 - 4 units, per unit	\$3,587.26
132-12	C J070	D-AM*-KEY-ENT-1-5	<b>Keyper Hardware Security Modules (HSMs) Maintenance and Support</b>	<b>Keyper Enterprise V1.x (FIPS 140-2 L4) Maintenance and Support, 1 - 5 units, per unit</b>	<b>\$4,171.23</b>
132-12	C J070	D-AM*-KEY-ENT-6-10	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Enterprise V1.x (FIPS 140-2 L4) Maintenance and Support, 6 - 10 units, per unit	\$3,962.67
132-12	C J070	D-AM*-KEY-ENT-11-25	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Enterprise V1.x (FIPS 140-2 L4) Maintenance and Support, 11 - 25 units, per unit	\$3,754.11

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-KEY-PRO-1-5	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Professional V2.x (FIPS 140-1 L4) Maintenance and Support, 1 - 5 units, per unit	\$2,919.86
132-12	C J070	D-AM*-KEY-PRO-6-10	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Professional V2.x (FIPS 140-1 L4) Maintenance and Support, 6 - 10 units, per unit	\$2,774.33
132-12	C J070	D-AM*-KEY-PRO-11-25	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Professional V2.x (FIPS 140-1 L4) Maintenance and Support, 11 - 25 units, per unit	\$2,627.88
132-12	C J070	D-AM*-KEY-PCI-1-5	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper PCI and OmniPort V2.x (FIPS 140-1 L4) Maintenance and Support, 1 - 5 units, per unit	\$1,351.48



### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-KEY-PCI-6-10	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper PCI and OmniPort V2.x (FIPS 140-1 L4) Maintenance and Support, 6 - 10 units, per unit	\$1,216.15
132-12	C J070	D-AM*-KEY-PCI-11-25	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper PCI and OmniPort V2.x (FIPS 140-1 L4) Maintenance and Support, 11 - 25 units, per unit	\$1,148.48
132-34	C J070	D-AM*-KEY-LB	Keyper Hardware Security Modules (HSMs) Maintenance and Support	Keyper Load Balancer Enterprise License for Load Sharing/Resilience - Maintenance and Support	\$1,426.56
132-50	C U012	D-NET-TRN	Training and Other Services	Net Product Training (3 days)	\$12,513.69
132-50	C U012	D-NET-TRNC	Training and Other Services	Net Compact Installation & Training (1 day)	\$2,780.82
132-50	C U012	D-KEY-TRN	Training and Other Services	Keyper Product Training (2 days)	\$6,256.85

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-NET-INST	Training and Other Services	Net, Keyper Installation and Consulting Service	\$1,884.03
132-8	C 5810	D-NSP-AC	NSP Appliances	NSP A Class Appliance & Base NSP-OS (maximum 25 concurrent licenses)	\$1,773.20
132-8	C 5810	D-NSP-BC	NSP Appliances	NSP B Class Appliance & Base NSP-OS	\$3,989.70
132-8	C 5810	D-NSP-GC	NSP Appliances	NSP G Class Appliance & Base NSP-OS	\$7,979.40
132-8	C 5810	D-NSP-FIPS	NSP Appliances	NSP G/FIPS Class Appliance & Base NSP-OS	\$20,835.10
132-8	C 5810	D-NSP-RKIT	NSP Appliances	NSP Redundancy Kit	\$886.60
132-8	C 5810	D-LP-E-0005	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 5 Concurrent Users	\$886.60
132-8	C 5810	D-LP-E-0010	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 10 Concurrent Users	\$1,551.55
132-8	C 5810	D-LP-E-0025	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 25 Concurrent Users	\$3,546.40

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-LP-E-0050	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 50 Concurrent Users	\$6,427.85
132-8	C 5810	D-LP-E-0100	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 100 Concurrent Users	\$9,752.60
132-8	C 5810	D-LP-E-0150	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 150 Concurrent Users	\$12,855.70
132-8	C 5810	D-LP-E-0250	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 250 Concurrent Users	\$17,510.35
132-8	C 5810	D-LP-E-0500	NSP User License Packs	NSP User License Packs - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 500 Concurrent Users	\$29,922.75
132-8	C 5810	D-LP-T-0005	NSP User License Packs	NSP User License Packs - Thin, 5 Concurrent Users	\$531.96
132-8	C 5810	D-LP-T-0010	NSP User License Packs	NSP User License Packs - Thin, 10 Concurrent Users	\$1,063.92

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-LP-T-0025	NSP User License Packs	NSP User License Packs - Thin, 25 Concurrent Users	\$2,659.80
132-8	C 5810	D-LP-T-0050	NSP User License Packs	NSP User License Packs - Thin, 50 Concurrent Users	\$5,319.60
132-8	C 5810	D-LP-T-0100	NSP User License Packs	NSP User License Packs - Thin, 100 Concurrent Users	\$10,639.20
132-8	C 5810	D-LP-T-0150	NSP User License Packs	NSP User License Packs - Thin, 150 Concurrent Users	\$15,958.80
132-8	C 5810	D-LP-T-0250	NSP User License Packs	NSP User License Packs - Thin, 250 Concurrent Users	\$26,598.00
132-8	C 5810	D-LP-T-0500	NSP User License Packs	NSP User License Packs - Thin, 500 Concurrent Users	\$53,196.00
132-8	C 5810	D-LP-W-0005	NSP User License Packs	NSP User License Packs - Web+PF, 5 Concurrent Users	\$199.49
132-8	C 5810	D-LP-W-0010	NSP User License Packs	NSP User License Packs - Web+PF, 10 Concurrent Users	\$398.97
132-8	C 5810	D-LP-W-0025	NSP User License Packs	NSP User License Packs - Web+PF, 25 Concurrent Users	\$3,103.10
132-8	C 5810	D-LP-W-0050	NSP User License Packs	NSP User License Packs - Web+PF, 50 Concurrent Users	\$5,984.55

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-LP-W-0100	NSP User License Packs	NSP User License Packs - Web+PF, 100 Concurrent Users	\$8,866.00
132-8	C 5810	D-LP-W-0150	NSP User License Packs	NSP User License Packs - Web+PF, 150 Concurrent Users	\$11,304.15
132-8	C 5810	D-LP-W-0250	NSP User License Packs	NSP User License Packs - Web+PF, 250 Concurrent Users	\$15,515.50
132-8	C 5810	D-LP-W-0500	NSP User License Packs	NSP User License Packs - Web+PF, 500 Concurrent Users	\$26,598.00
132-8	C 5810	D-LP-S-0005	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 5 Concurrent Users	\$265.98
132-8	C 5810	D-LP-S-0010	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 10 Concurrent Users	\$531.96
132-8	C 5810	D-LP-S-0025	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 25 Concurrent Users	\$1,329.90

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-8	C 5810	D-LP-S-0050	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 50 Concurrent Users	\$2,438.15
132-8	C 5810	D-LP-S-0100	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 100 Concurrent Users	\$2,216.50
132-8	C 5810	D-LP-S-0150	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 150 Concurrent Users	\$3,324.75
132-8	C 5810	D-LP-S-0250	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 250 Concurrent Users	\$5,541.25
132-8	C 5810	D-LP-S-0500	NSP User License Packs	NSP User License Packs - SSL Tunnel (Network Connect), 500 Concurrent Users	\$11,082.50
132-8	C 5810	D-LP-C-0005	NSP User License Packs	NSP Client Integrity Enterprise Bundle License Packs - (CC+SD+HI+AP), 5 Concurrent Users	\$620.62

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-LP-C-0025	NSP User License Packs	NSP Client Integrity Enterprise Bundle License Packs - (CC+SD+HI+AP), 25 Concurrent Users	\$1,773.20
132-8	C 5810	D-LP-C-0050	NSP User License Packs	NSP Client Integrity Enterprise Bundle License Packs - (CC+SD+HI+AP), 50 Concurrent Users	\$2,925.78
132-8	C 5810	D-LP-C-0250	NSP User License Packs	NSP Client Integrity Enterprise Bundle License Packs - (CC+SD+HI+AP), 250 Concurrent Users	\$9,220.64
132-8	C 5810	D-LP-C-0500	NSP User License Packs	NSP Client Integrity Enterprise Bundle License Packs - (CC+SD+HI+AP), 500 Concurrent Users	\$18,441.28
132-12	C J070	D-AM*-AC	NSP Appliances Maintenance and Support	NSP A Class Appliance & Base NSP-OS (maximum 25 concurrent licenses)	\$583.97
132-12	C J070	D-AM*-BC	NSP Appliances Maintenance and Support	NSP B Class Appliance & Base NSP-OS	\$750.82
132-12	C J070	D-AM*-EC	NSP Appliances Maintenance and Support	NSP E Class Appliance & Base NSP-OS	\$1,334.79

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-GC	NSP Appliances Maintenance and Support	NSP G Class Appliance & Base NSP-OS	\$2,252.46
132-12	C J070	D-AM*-GC	NSP Appliances Maintenance and Support	NSP G Class Appliance & Base NSP-OS	\$1,501.64
132-12	C J070	D-AM*-FIPS	NSP Appliances Maintenance and Support	NSP G/FIPS Class Appliance & Base NSP-OS	\$3,920.96
132-12	C J070	D-AM*-RKIT	NSP Appliances Maintenance and Support	NSP Redundancy Kit	\$166.85
132-12	C J070	D-AM*-E-0005	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 5 Concurrent Users	\$166.85
132-12	C J070	D-AM*-E-0025	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 25 Concurrent Users	\$667.40



### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-E-0100	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 100 Concurrent Users	\$1,835.34
132-12	C J070	D-AM*-E-0250	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Enterprise (Web+PF+Tunnel+CC+SD+HI+AP), 250 Concurrent Users	\$3,295.27
132-12	C J070	D-AM*-T-0005	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 5 Concurrent Users	\$208.56
132-12	C J070	D-AM*-T-0010	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 10 Concurrent Users	\$417.12
132-12	C J070	D-AM*-T-0025	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 25 Concurrent Users	\$1,042.81

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-T-0050	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 50 Concurrent Users	\$2,085.62
132-12	C J070	D-AM*-T-0100	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 100 Concurrent Users	\$3,754.11
132-12	C J070	D-AM*-T-0150	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 150 Concurrent Users	\$5,631.16
132-12	C J070	D-AM*-T-0250	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 250 Concurrent Users	\$9,385.27
132-12	C J070	D-AM*-T-0500	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Thin, 500 Concurrent Users	\$16,684.93
132-12	C J070	D-AM*-W-0005	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 5 Concurrent Users	\$116.79

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-W-0010	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 10 Concurrent Users	\$233.59
132-12	C J070	D-AM*-W-0025	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 25 Concurrent Users	\$583.97
132-12	C J070	D-AM*-W-0050	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 50 Concurrent Users	\$1,126.23
132-12	C J070	D-AM*-W-0100	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 100 Concurrent Users	\$1,668.49
132-12	C J070	D-AM*-W-0150	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 150 Concurrent Users	\$2,127.33
132-12	C J070	D-AM*-W-0250	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 250 Concurrent Users	\$2,919.86

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-W-0500	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - Web+PF, 500 Concurrent Users	\$5,005.48
132-12	C J070	D-AM*-S-0005	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 5 Concurrent Users	\$50.05
132-12	C J070	D-AM*-S-0010	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 10 Concurrent Users	\$100.11
132-12	C J070	D-AM*-S-0025	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 25 Concurrent Users	\$250.27
132-12	C J070	D-AM*-S-0050	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 50 Concurrent Users	\$458.84

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-S-0100	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 100 Concurrent Users	\$917.67
132-12	C J070	D-AM*-S-0100	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 100 Concurrent Users	\$417.12
132-12	C J070	D-AM*-S-0150	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 150 Concurrent Users	\$1,376.51
132-12	C J070	D-AM*-S-0150	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 150 Concurrent Users	\$625.68
132-12	C J070	D-AM*-S-0250	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 250 Concurrent Users	\$2,085.62

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-12	C J070	D-AM*-S-0250	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 250 Concurrent Users	\$1,042.81
132-12	C J070	D-AM*-S-0500	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 500 Concurrent Users	\$2,502.74
132-12	C J070	D-AM*-S-0500	NSP User License Packs Maintenance and Support	NSP User License Packs Maintenance and Support - SSL Tunnel (Network Connect), 500 Concurrent Users	\$2,085.62
132-12	C J070	D-AM*-C-0005	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 5 Concurrent Users	\$116.79
132-12	C J070	D-AM*-C-0010	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 10 Concurrent Users	\$183.53

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-C-0025	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 25 Concurrent Users	\$333.70
132-12	C J070	D-AM*-C-0050	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 50 Concurrent Users	\$550.60
132-12	C J070	D-AM*-C-0100	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 100 Concurrent Users	\$834.25
132-12	C J070	D-AM*-C-0150	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 150 Concurrent Users	\$1,251.37
132-12	C J070	D-AM*-C-0250	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 250 Concurrent Users	\$1,735.23

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-12	C J070	D-AM*-C-0500	NSP User License Packs Maintenance and Support	NSP Client Integrity Enterprise Bundle License Packs Maintenance and Support (CC+SD+HI+AP), 500 Concurrent Users	\$3,470.46
132-50	C U012	D-PS-DAY	Training and Other Services	NSP Product Training at AEP location (2 days), price is per day per student	\$926.94
132-8	C 5810	D-PS-DAY-ON	Training and Other Services	NSP Installation and Consulting Service, price is per day	\$1,884.03
132-33	C 7030	D-SMG-01	SmartGate Server Software	SmartGate Server Software - Lite Version - Maximum 25 Concurrent Users allowed.	\$2,212.07
132-33	C 7030	D-SMG-02	SmartGate Server Software	SmartGate Upgrade - Lite Version to Enterprise Solution	\$2,216.50
132-33	C 7030	D-SMG-00	SmartGate Server Software	SmartGate Server Software - Enterprise Solution	\$3,807.95
132-8	C 5810	D-SMG-4500	SmartGate Turnkey Solution	SmartGate Turnkey 4500 - Server Software/Hardware Package	\$6,880.02
132-8	C 5810	D-SMG-7000	SmartGate Turnkey Solution	SmartGate Turnkey 7000 - Server Software/Hardware Package	\$13,210.34
132-33	C 7030	D-LP-SP-0001	SmartPass Client Seats	SmartPass Client Seats, Single Seat	\$87.77
132-33	C 7030	D-LP-SP-0025	SmartPass Client Seats	SmartPass Client Seats, 25 Seat Package	\$2,034.75



### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	D-LP-SP-0050	SmartPass Client Seats	SmartPass Client Seats, 50 Seat Package	\$3,768.05
132-33	C 7030	D-LP-SP-50-99	SmartPass Client Seats	SmartPass Client Seats, Seats 50-99 (per seat)	\$75.36
132-33	C 7030	D-LP-SP-0100	SmartPass Client Seats	SmartPass Client Seats, 100 Seat Package	\$7,092.80
132-33	C 7030	D-LP-SP-100-249	SmartPass Client Seats	SmartPass Client Seats, Seats 100-249 (per seat)	\$70.93
132-33	C 7030	D-LP-SP-0250	SmartPass Client Seats	SmartPass Client Seats, 250 Seat Package	\$16,623.75
132-33	C 7030	D-LP-SP-250-499	SmartPass Client Seats	SmartPass Client Seats, Seats 250-499 (per seat)	\$66.50
132-33	C 7030	D-LP-SP-0500	SmartPass Client Seats	SmartPass Client Seats, 500 Seat Package	\$31,031.00
132-33	C 7030	D-LP-SP-500-999	SmartPass Client Seats	SmartPass Client Seats, Seats 500-999 (per seat)	\$62.06
132-33	C 7030	D-LP-CL-0005	SmartPass Concurrent Users	SmartPass 5 Concurrent User License with Basic EPS	\$682.68
132-33	C 7030	D-LP-CL-0025	SmartPass Concurrent Users	SmartPass 25 Concurrent User License with Basic EPS	\$3,413.41
132-33	C 7030	D-LP-CL-0050	SmartPass Concurrent Users	SmartPass 50 Concurrent User License with Basic EPS	\$6,583.01
132-33	C 7030	D-LP-CL-0100	SmartPass Concurrent Users	SmartPass 100 Concurrent User License with Basic EPS	\$9,752.60

## GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-33	C 7030	D-LP-CL-0250	SmartPass Concurrent Users	SmartPass 250 Concurrent User License with Basic EPS	\$17,067.05
132-33	C 7030	D-LP-CL-0500	SmartPass Concurrent Users	SmartPass 500 Concurrent User License with Basic EPS	\$29,257.80
132-33	C 7030	D-LP-CL-1000	SmartPass Concurrent Users	SmartPass 1000 Concurrent User License with Basic EPS	\$53,196.00
132-33	C 7030	D-LP-TL-0001	FIPS Soft Tokens	FIPS Soft Token	\$22.17
132-33	C 7030	D-LP-TL-0025	FIPS Soft Tokens	FIPS Soft Tokens, 25 Token Package	\$531.96
132-33	C 7030	D-LP-TL-0050	FIPS Soft Tokens	FIPS Soft Tokens, 50 Token Package	\$1,019.59
132-33	C 7030	D-LP-TL-50-99	FIPS Soft Tokens	FIPS Soft Tokens, Tokens 50-99 (per token)	\$20.39
132-33	C 7030	D-LP-TL-0100	FIPS Soft Tokens	FIPS Soft Tokens, 100 Token Package	\$1,950.52
132-33	C 7030	D-LP-TL-100-249	FIPS Soft Tokens	FIPS Soft Tokens, Tokens 100-249 (per token)	\$19.51
132-33	C 7030	D-LP-TL-0250	FIPS Soft Tokens	FIPS Soft Tokens, 250 Token Package	\$4,433.00
132-33	C 7030	D-LP-TL-250-499	FIPS Soft Tokens	FIPS Soft Tokens, Tokens 250-499 (per token)	\$17.73
132-33	C 7030	D-LP-TL-0500	FIPS Soft Tokens	FIPS Soft Tokens, 500 Token Package	\$7,979.40
132-33	C 7030	D-LP-TL-500-999	FIPS Soft Tokens	FIPS Soft Tokens, Tokens 500-999 (per token)	\$15.96
132-8	C 5810	D-SMG-SMK	Accessories	SmartKey	\$48.76

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-8	C 5810	D-SMG-SIM	Accessories	SmartKey Replacement SIM chip	\$6.65
132-34	C J070	D-AM*-SMG-01	SmartGate	SmartGate Server Software - Lite Version	
			Maintenance and Support		\$416.20
132-34	C J070	D-AM*-SMG-00	SmartGate	SmartGate Server Software - Enterprise Solution	
			Maintenance and Support		\$716.52
132-12	C J070	D-AM1-SMG-4500	SmartGate Turnkey Solution	SmartGate Turnkey 4500 - Server Software/Hardware Turnkey Package - Year 1	
			Maintenance and Support		\$1,294.94
132-12	C J070	D-AM1-SMG-7000	SmartGate Turnkey Solution	SmartGate Turnkey 7000 - Server Software/Hardware Package - Year 1	
			Maintenance and Support		\$2,486.05
132-34	C J070	D-AM*-SP-0001	SmartPass Seat	Maintenance - Single Seat	
			Maintenance and Support		\$16.68
132-34	C J070	D-AM*-SP-0050	SmartPass Seat	Maintenance - 50-Seat Package	
			Maintenance and Support		\$741.55
132-34	C J070	D-AM*-SP-50-99	SmartPass Seat	Maintenance - 50 to 99 Seats, price per seat	
			Maintenance and Support		\$14.83

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-34	C J070	D-AM*-SP-0100	SmartPass Seat Maintenance and Support	Maintenance - 100-Seat Package	\$1,390.41
132-34	C J070	D-AM*-SP-100-249	SmartPass Seat Maintenance and Support	Maintenance - 100-249 Seats, price per seat	\$13.90
132-34	C J070	D-AM*-SP-0250	SmartPass Seat Maintenance and Support	Maintenance - 250-Seat Package	\$3,244.29
132-34	C J070	D-AM*-SP-250-499	SmartPass Seat Maintenance and Support	Maintenance - 250-499 Seats, price per seat	\$12.98
132-34	C J070	D-AM*-SP-0500	SmartPass Seat Maintenance and Support	Maintenance - 500-Seat Package	\$6,025.11
132-34	C J070	D-AM*-SP-500-999	SmartPass Seat Maintenance and Support	Maintenance - 500 to 999 Seats, price per seat	\$12.05
132-34	C J070	D-AM*-CL-0005	SmartPass Concurrent Users Maintenance and Support	Maintenance - 5 Concurrent User Package, Basic EPS	\$128.47

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-34	C J070	D-AM*-CL-0025	SmartPass Concurrent Users Maintenance and Support	Maintenance - 25 Concurrent User Package, Basic EPS	\$642.37
132-34	C J070	D-AM*-CL-0050	SmartPass Concurrent Users Maintenance and Support	Maintenance - 50 Concurrent User Package, Basic EPS	\$1,238.86
132-34	C J070	D-AM*-CL-0100	SmartPass Concurrent Users Maintenance and Support	Maintenance - 100 Concurrent User Package, Basic EPS	\$1,835.34
132-34	C J070	D-AM*-CL-0250	SmartPass Concurrent Users Maintenance and Support	Maintenance - 250 Concurrent User Package, Basic EPS	\$3,211.85
132-34	C J070	D-AM*-CL-0500	SmartPass Concurrent Users Maintenance and Support	Maintenance - 500 Concurrent User Package, Basic EPS	\$5,506.03
132-34	C J070	D-AM*-CL-1000	SmartPass Concurrent Users Maintenance and Support	Maintenance - 1000 Concurrent User Package, Basic EPS	\$10,010.96

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-34	C J070	D-AM*-TL-0001	FIPS Soft Tokens Maintenance and Support	Maintenance - Single FIPS Soft Token	\$4.17
132-34	C J070	D-AM*-TL-0025	FIPS Soft Tokens Maintenance and Support	Maintenance - 25 Token Package	\$100.11
132-34	C J070	D-AM*-TL-0050	FIPS Soft Tokens Maintenance and Support	Maintenance - 50 Token Package	\$191.88
132-34	C J070	D-AM*-TL-50-99	FIPS Soft Tokens Maintenance and Support	Maintenance - 50-99 Tokens (price per token)	\$3.84
132-34	C J070	D-AM*-TL-0100	FIPS Soft Tokens Maintenance and Support	Maintenance - 100 Token Package	\$367.07
132-34	C J070	D-AM*-TL-100-249	FIPS Soft Tokens Maintenance and Support	Maintenance - 100-249 Tokens (price per token)	\$3.67
132-34	C J070	D-AM*-TL-0250	FIPS Soft Tokens Maintenance and Support	Maintenance - 250 Token Package	\$834.25

### GSA Price List for AEP Networks, Inc. Products and Services

IT SIN	CORP. SIN	Part Number	Product Name	Description	GSA Price
132-34	C J070	D-AM*-TL-250-499	FIPS Soft Tokens Maintenance and Support	Maintenance - 250-499 Tokens (price per token)	\$3.34
132-34	C J070	D-AM*-TL-0500	FIPS Soft Tokens Maintenance and Support	Maintenance - 500 Token Package	\$1,501.64
132-34	C J070	D-AM*-TL-500-999	FIPS Soft Tokens Maintenance and Support	Maintenance - 500-999 Tokens (price per token)	\$3.00
132-12	C J070	D-AM*-SGRD-1000	SmartGuard Maintenance and Support	SmartGuard 1000	\$536.70
132-12	C J070	D-AM*-SGRD-4000	SmartGuard Maintenance and Support	SmartGuard 4000	\$1,111.40
132-12	C J070	D-AM*-SGRD-1500	SmartGuard Maintenance and Support	SmartGuard 1500	\$536.70
132-12	C J070	D-AM*-SGRD-4500	SmartGuard Maintenance and Support	SmartGuard 4500	\$1,111.40
132-12	C J070	D-AM*-SGRD-9000	SmartGuard Maintenance and Support	SmartGuard 9000	\$3,855.14

**GSA Price List for AEP Networks, Inc. Products and Services**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-34	C J070	D-AM*-SMG-AIR	Air SmartGate Server	Maintenance and Support	\$1,204.10
132-12	C J070	D-AM*-SMG-AIR-HRD	Air SmartGate Bundled Hardware	Maintenance and Support	\$3,707.76
132-50	C U012	D-SMG-TRN	Training and Other Services	SmartGate Product Training at AEP GSG location (2 days), price per day per student	\$695.21
132-50	C U012	D-SMG-TRN-ON	Training and Other Services	On-Site Smartgate Product Training (Up to six students), price per day	\$5,561.64
132-33	C 5810	D-SMG-INST	Training and Other Services	SmartGate Installation and Consulting Service, price per day	\$1,884.03



# GSA Price List for AEP Networks, Inc. Products and Services

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## **GSA Price List for AEP Networks, Inc. Products and Services**

### **SmartGuard Maintenance & Support Program**

*Maintenance and support is available for SmartGuard discontinued models through December 2006.*

If any SmartGuard product is defective in materials or workmanship or fails in normal service, AEP will replace or repair the unit if it is covered under the AEP SmartGuard Maintenance & Support Program. Program subscribers should contact AEP Networks Customer Care for assistance. An RMA number (Return Material Authorization) must be issued by AEP Networks Customer Care and included in the documentation sent with the unit when it is returned for repair or replacement. AEP will not accept hardware returned without an RMA number.

The AEP customer or partner shall at its expense return failed AEP hardware to AEP Networks, 40 W. Gude Dr., Suite 200, Rockville, MD 20850. Malfunctioning hardware must be returned to AEP under a valid returned material authorization (RMA) within ten (10) business days or the customer or partner will be invoiced for the replacement hardware appliance. AEP will pay for returning the replaced or repaired units to the customer or partner.

AEP Networks may, at its sole discretion, use new or refurbished appliances of equal or greater value when replacing hardware under this program. AEP provides no warranty for any hardware that exhibits physical damage or that falls under any of the following exclusions: platform damaged during installation or removal (such as broken connectors and broken covers); platform damaged during system integration; platform damaged by modification or repair; acts of God; platform damaged because of poor packaging during shipping; platform that has been the subject of abuse, unreasonable use or mistreatment; platform damaged by environmental conditions (such as corrosion or staining); platform that has been defaced (such as label alternations, serial number missing, serial number no longer discernible, serial number invalid) or the hardware is determined to be stolen or scrapped.

AEP will provide access to software bug fix updates and new feature software upgrades. Access to certain new features may require additional software licensing fees. AEP reserves the right to decline access to software support, updates and upgrades for non-compliance with program policies and procedures, customer non-payment or other account issues at AEP's discretion.

This program includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's SmartGuard, SmartGate Administrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

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### **GSA Schedule Warranty**

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Program includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's SmartGate Administrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

#### **NSP, Net, Keyper Annual Maintenance & Support Program (Mandatory in Year 1)**

If any hardware product is defective in materials or workmanship or fails in normal service, customer will receive a next business day replacement so long as AEP has completed a determination of failure prior to the customary next-day shipment cut-off times for express courier services. Service for next business day delivery may not be available in all locations. AEP will make every reasonable

## **GSA Price List for AEP Networks, Inc. Products and Services**

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The AEP customer or partner shall at its expense return failed AEP hardware to AEP Networks, 40 W. Gude Dr., Suite 200, Rockville, MD 20850. Malfunctioning hardware must be returned to AEP under a valid returned material authorization (RMA) within ten (10) business days or the customer or partner will be invoiced for the replacement hardware appliance. AEP will pay for returning the replaced or repaired units to the customer or partner.

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AEP will provide access to software bug fix updates and new feature software upgrades. Access to certain new features may require additional software licensing fees. AEP reserves the right to decline access to software support, updates and upgrades for non-compliance with program policies and procedures, customer non-payment or other account issues at AEP's discretion.

This program Includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's NSP, Net, Keyper Administrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

### **AEP SmartGate Turnkey Annual Maintenance & Support Program (Mandatory in Year 1)**

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Program includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's Smartgate Administrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

Program includes a 1-year SUN Silver service plan; including: SUN technical support, SUN hardware on-site service with a 4 business hour service response time, and Solaris™ OS releases and on-demand updates.

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"Equipment" or "Box" is the hardware, software and digital certificate that enables access to the Service.

"Integrator Reseller" is any person or body corporate that has been authorized by AEP to sell the Box, the Software, any Updates and the Service to end-users.

"Service" is a virtual private networking service that allows business users to securely access their office networks from any off-site location. It consists of the following: (i) the Service (with Software protected by this Agreement), (ii) the Documentation, and (iii) the Equipment. The Service does not include the connection to the Internet through an Internet Access Provider.

"Software" is the machine-readable (object) code embedded in the Service and any human readable code contained on the media.

"Update" is the updates or revisions of the Software or Documentation that You may receive.

"User" is a person accessing the Service via a local or remote interactive device, such as a terminal or workstation

**Grant of License.** AEP grants to You and You accept from AEP, the following limited, non-exclusive rights. You are not granted any other right in the Service or the Software. All proprietary rights in or related to the Software are and will remain the exclusive property of AEP or its licensors. The Service, the Software, and AEP's and its licensor's rights therein, are protected by copyright, under local law and under international copyright conventions. You further acknowledge that the Service and the Software contain confidential information owned by AEP or its licensors and agree to take reasonable steps to protect the confidentiality of such information.

You may load, copy or transmit the Software in whole or in part, only as necessary to enable the Software to be used by up to the permitted number of Users on the permitted number of computer systems as designated on the Certificate of License and Authenticity (COLA) to which AEP is a party and which is incorporated herein by reference. You must take reasonable means to assure that the number of Users does not exceed the permitted number of Users.

**YOU MAY PRINT OR COPY THE DOCUMENTATION ONLY FOR USE WITH THE SERVICE.**

You shall not modify, decompile, disassemble, decrypt, extract or reverse engineer the Software for any purpose, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. If You wish to exercise any rights under Article 6.1b of the EC Directive on the Legal Protection of Software, (Directive 91/250), You shall, in the first instance, write to AEP's Legal Department at 347 Elizabeth Avenue, Suite 100, Somerset, NJ 08873.

In accepting the terms of this Agreement, You understand that the Service can only be accessed by means of an Internet connection not provided as part of this Agreement. It shall be Your sole responsibility to obtain such connection through an internet service provider at Your sole cost and expense.

Title to the Services, the Software, any Updates and the Documentation, patents, copyrights and all other property rights applicable thereto, shall at all times remain solely and exclusively with AEP and its licensors, and You shall not take any action inconsistent with such title. The Services, the Software, any Updates and the Documentation are protected by United States, Canadian, PRC, and other applicable laws and by international treaty provisions. Any rights not expressly granted herein are reserved to AEP and its licensors.

**Term of License.** This license shall remain in effect from Your first use of the Equipment and/or Service until terminated as set forth herein or as specified in the related Services agreement, if any, between You and AEP, or between You and AEP's designated Reseller

## GSA Price List for AEP Networks, Inc. Products and Services

or Integrator. You may terminate this Agreement, without right to refund, by notifying AEP or the authorized AEP Integrator Reseller of such termination. AEP may (i) terminate this Agreement after giving written notice to You of Your failure to satisfy any of Your obligations hereunder if You then fail to cure such failure to AEP's satisfaction within fifteen (15) days after receiving such notice and (ii) may immediately suspend Service if (1) You or Your employees or consultants breach any term or condition hereof; (2) You relocate Your business to an area where AEP does not offer the Service or; (3) the authorized AEP Integrator or Reseller breaches its agreement with AEP; provided, however, that AEP will make reasonable efforts, at its sole discretion, to provide You with continued Service either directly or through an authorized AEP Reseller Integrator in the event of a termination or suspension due to a termination under (2) or (3) herein. In addition, AEP shall have the right to terminate this Agreement in the event You cease to do business or become bankrupt.

End of Term. Upon the termination or expiration of this Agreement for any reason, all rights granted to You hereunder will cease, and You must promptly (i) immediately cease using the Service; and (ii) return the Equipment, Software, and any Updates to AEP within fifteen (15) calendar days from such termination. AEP reserves the right to repossess the Equipment, Software and any Updates at Your expense from You in the event that You fail to comply with the provisions set forth herein. In addition, You shall destroy all copies of Documentation.

**1. Other Restrictions.** This Agreement is Your proof of license to exercise the rights granted herein and cannot be transferred. Therefore, You may not sublicense, sell, lease, rent, disseminate, lend, distribute or permit the use of the AEP Services, Software, and Equipment by others. In addition, this License Agreement does not entitle You to export or re-export the AEP Services Software and Equipment without prior written consent from AEP and the necessary export license or business or other license required by any relevant national law.

**2. No Warranty.** EXCEPT FOR THE THEN CURRENT LIMITED STANDARD MANUFACTURER'S WARRANTY WHICH ACCOMPANIES THE BOX WHEN SOLD, AEP MAKES AND GIVES NO OTHER REPRESENTATIONS OR WARRANTIES WHATSOEVER IN CONNECTION WITH THE SERVICE, THE BOX, THE SOFTWARE, THE DOCUMENTATION OR ANY UPDATES, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE. You agree and acknowledge that You are ultimately responsible for determining if the Service will meet your requirements. Some states or countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Hazardous Use Disclaimer. The Service is not designed or intended for use in hazardous environments requiring fail-safe controls, including, but not limited to, on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. In addition, the Service is not intended for any activity relating to the design, development, production, stockpiling or use of nuclear, chemical or biological weapons, or missiles. AEP's disclaimer of any express or implied warranties as stated above applies to such uses as well as all others. You agree that You will not knowingly use the Service for such purposes.

### Limitation of Liability.

TO THE EXTENT THAT YOU MAY RECEIVE SERVICES THROUGH THE INTERNET, YOU ACKNOWLEDGE THAT AEP DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM INDIVIDUAL NETWORKS OR POINTS OF PRESENCE. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES WHICH ARE PROVIDED, CONTROLLED OR MANAGED BY THIRD PARTIES. IN ADDITION, AEP DOES NOT AND CANNOT CONTROL ANY APPLICATIONS, SERVERS OR NETWORKS OF THIRD PARTIES WHICH ARE ACCESSED OR USED IN CONNECTION WITH THE AEP SERVICE. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT THE AEP SERVICE. THEREFORE AEP CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR AND HEREBY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

ALL WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE (INCLUDING THE SOFTWARE AND THE EQUIPMENT), WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY AEP, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. Some states or countries do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state or country to country.

UNDER NO CIRCUMSTANCES WILL AEP OR ITS LICENSORS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON YOUR CLAIMS OR THOSE OF YOUR CUSTOMERS (INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE SERVICE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH AEP OR ITS LICENSORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED

## **GSA Price List for AEP Networks, Inc. Products and Services**

THE TOTAL AMOUNT ACTUALLY PAID BY YOU FOR THE SERVICE DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE DAMAGE. Some jurisdictions do not allow the exclusion or limitation of indirect, special, consequential, incidental or exemplary damages or the limitation of liability to specified amounts, so the above limitation or exclusion, to the extent not allowed, may not apply to You.

Government Contracts. When licensed to a U.S., State, or Local Government; all Software produced by AEP or its Licensors is commercial computer software as defined in FAR 12.212, and has been developed exclusively at private expense. All technical data, or AEP or its Licensors' commercial computer software/documentation is subject to the provisions of FAR 12.211 - "Technical Data", and FAR 12.212 - "Commercial Computer Software" respectively, and/or DFARS ' 227.7202-1(a), as applicable or clauses providing AEP or its Licensors equivalent protection in DFARS or other agency specific regulations.

Manufacturers. AEP Networks, Inc., 347 Elizabeth Avenue, Suite 100, Somerset, NJ 08873, and Tarantella, Inc., 400 Encinal Street, Santa Cruz, CA 95060. The Equipment contains Software pursuant to a license with Tarantella, Inc. A copy of Tarantella's End User License will be provided to You upon Your request.

Export Law Assurance. You acknowledge that the Service and the Software may be subject to export controls under the U.S. Export Administration Regulations and the export regulations of other countries. If this Service and/or Software has been rightfully obtained by You outside the United States, You agree that You will not re-export this Service and/or Software nor any other technical data received from AEP, nor the direct product thereof, directly or indirectly, except as permitted by the laws and regulations of the United States and any other relevant government authority, including the laws and regulations of the jurisdiction in which You obtained this Software and/or Service.

U.S. Governing Law. If Your use of the Service and/or Equipment is located within the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods, and regardless of the place of its physical execution and performance. Each party expressly consents to the jurisdiction of the courts of the State of New Jersey and the Federal District Courts located in New Jersey, and waives any objections or right as to forum non conveniens, lack of personal jurisdiction or similar grounds.

Outside of U.S. Governing Law. If Your use of the Service and/or Equipment is located outside of the United States, You agree and acknowledge that this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to conflicts of law or to the United Nations Convention on Contracts for the International Sale of Goods, and regardless of the place of its physical execution and performance. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the UNCITRAL Arbitration Rules. There shall be three arbitrators, two of whom shall be appointed by the respective parties and the third appointed by agreement of the first two arbitrators or, failing agreement, by the American Arbitration Association. The arbitration shall be conducted in Edison, New Jersey, and all proceedings shall be conducted in the English language. Disputes about arbitration procedure shall be resolved by the arbitrators or failing agreement, by the President of the American Arbitration Association. The arbitrators may proceed to an award notwithstanding the failure of the other party to participate in the proceedings. Discovery shall be limited to mutual exchange of documents relevant to the dispute, controversy or claim; depositions shall not be permitted unless agreed to by both parties. The arbitrators shall be authorized to grant interim relief, including to prevent the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. In no event shall punitive damages be assessed against either party. The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrators. The award of the arbitrators shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrators. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement.

Third Party Beneficiaries. This Agreement is entered into solely for Your and AEP's benefit. No third party shall have the right to make any claim or assert any right under it, and no third party shall be deemed a beneficiary of the Agreement. The foregoing notwithstanding, You and AEP acknowledge and agree that Tarantella, Inc. is an intended third-party beneficiary of the Agreement and, as such, Tarantella, Inc. is entitled, subject to the terms and conditions of this Agreement, to all remedies entitled to third-party beneficiaries under law.

Language. The Parties agree that this Agreement be prepared in the English language. All correspondence, notices and other communications between the Parties (whether oral or written) shall be in the English language.

General. This Agreement does not affect any existing written agreement between You and AEP and may be superseded by a subsequent written agreement signed by both You and AEP. Except as indicated in the prior sentence, this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of AEP and You. Terms and conditions as set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by AEP in writing. You may not assign this Agreement in whole or in part to a third party without AEP's prior written consent. You shall be responsible for and shall pay, and shall reimburse AEP on request if AEP is required to pay, any sales, use, value added (VAT), consumption or other tax (excluding any tax that is based on AEP's net income), assessment, duty, tariff, or other fee or charge of any kind or nature that is levied or imposed by any governmental authority on this Service or the related Software, Equipment, and Documentation. If for any reason a court of competent jurisdiction finds any provision of this



### **GSA Price List for AEP Networks, Inc. Products and Services**

Agreement or portion thereof to be unenforceable, that provision of the Agreement shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**End User Warranty. YOU HEREBY WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY UNDER ALL RELEVANT NATIONAL LAWS TO ENTER INTO THIS LICENSE AGREEMENT AND THAT IN THE EVENT THAT THIS LICENSE AGREEMENT IS DECLARED VOID BY A COURT BY REASON OF LACK OF CAPACITY ON YOUR PART, YOU SHALL INDEMNIFY AEP FOR ALL LOSSES SUFFERED AND INCIDENTAL DAMAGES OCCASIONED THEREBY.**

**TARGUS Information Corporation Electronic Commerce Services Price List**

<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-52 C D399		PDE-T1	PhoneData Express Tier 1 Plan	Name and/or address associated with a telephone number	
				Monthly Service Plan Fee, 10,000 queries included	\$2,216.50
				Excess Transaction Fee (per query over included queries)	\$0.1064
				Technology License Fee (annual)	\$4,433.00
132-52 C D399		PDE-T2	PhoneData Express Tier 2 Plan	Name and/or address associated with a telephone number	
				Monthly Service Plan Fee, 40,000 queries included	\$4,433.00
				Excess Transaction Fee (per query over included queries)	\$0.0887
				Technology License Fee (annual)	\$4,433.00
132-52 C D399		PDE-T3	PhoneData Express Tier 3 Plan	Name and/or address associated with a telephone number	
				Monthly Service Plan Fee, 100,000 queries included	\$8,866.00
				Excess Transaction Fee (per query over included queries)	\$0.0709
				Technology License Fee (annual)	\$4,433.00
132-52 C D399		GL-T1	GeoList Tier 1 Plan	Name and/or address and/or telephone number information for multiple locations contained within a specified geographic area	
				Monthly Service Plan Fee, 10,000 queries included	\$2,216.50
				Excess Transaction Fee (per query over included queries)	\$0.0355
				Technology License Fee (annual)	\$4,433.00
132-52 C D399		GL-T2	GeoList Tier 2 Plan	Name and/or address and/or telephone number information for multiple locations contained within a specified geographic area	
				Monthly Service Plan Fee, 100,000 queries included	\$4,433.00
				Excess Transaction Fee (per query over included queries)	\$0.0266
				Technology License Fee (annual)	\$4,433.00

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<b>IT SIN</b>	<b>CORP. SIN</b>	<b>Part Number</b>	<b>Product Name</b>	<b>Description</b>	<b>GSA Price</b>
132-52	C D399	GL-T3	GeoList Tier 3 Plan	Name and/or address and/or telephone number information for multiple locations contained within a specified geographic area	
				Monthly Service Plan Fee, 300,000 queries included	\$8,866.00
				Excess Transaction Fee (per query over included queries)	\$0.0266
				Technology License Fee (annual)	\$4,433.00
132-52	C D399	TACT-T1	Telephone and Contact(info) Tool Tier 1 Plan	A web interface in which CLIENT can enter a phone number which will query multiple TARGUSinfo services	
				Monthly Service Plan Fee, 20 users included, 5,000 queries included	\$4,433.00
				Excess Transaction Fee (per query over included queries)	\$0.4433
				Technology License Fee (annual)	\$8,866.00
132-52	C D399	TACT-T2	Telephone and Contact(info) Tool Tier 2 Plan	A web interface in which CLIENT can enter a phone number which will query multiple TARGUSinfo services	
				Monthly Service Plan Fee, 50 users included, 15,000 queries included	\$8,866.00
				Excess Transaction Fee (per query over included queries)	\$0.4433
				Technology License Fee (annual)	\$8,866.00
132-52	C D399	TACT-T3	Telephone and Contact(info) Tool Tier 3 Plan	A web interface in which CLIENT can enter a phone number which will query multiple TARGUSinfo services	
				Monthly Service Plan Fee, 200 users included, 75,000 queries included	\$25,859.46
				Excess Transaction Fee (per query over included queries)	\$0.4433
				Technology License Fee (annual)	\$8,866.00

TARGUS Information Corporation Electronic Commerce Services Price List



COMMERCIAL INFORMATION SERVICES AGREEMENT

**THIS COMMERCIAL INFORMATION SERVICES AGREEMENT** (the “Agreement”), made effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2006 (“Effective Date”), is by and between **TARGUS Information Corporation**, a Delaware corporation (“TARGUSinfo”), and \_\_\_\_\_, a \_\_\_\_\_ corporation (“CLIENT”).

**WHEREAS** TARGUSinfo offers to license services as defined in Exhibit A (the “Services”), subject to the term and conditions in this Agreement; and

**WHEREAS** CLIENT desires to license services from TARGUSinfo (the “Licensed Services,” defined as those Services in Exhibit A licensed by CLIENT), subject to the terms and conditions in this Agreement;

**NOW, THEREFORE**, TARGUSinfo and CLIENT, desiring to enter into a legally binding contract, agree as follows:

**1. Definitions.**

- A. Confidential Information** means any information, written or oral, that relates to either party’s business, products, processes, or services, that is designated as confidential or proprietary or that a reasonable party would understand to be confidential or proprietary, with the following exceptions: (i) information that was already known to the receiving party; (ii) information obtained from public or published information; (iii) information received from a third party not known to be employed or affiliated with the disclosing party; and (iv) information which is or becomes known to the public other than through a breach of this Agreement. TARGUSinfo pricing, software, and technical documentation related to the Services shall be deemed Confidential Information regardless of any lack of designation.
- B. In-Service Date** means the earlier of (1) the date that CLIENT first sends a Query to the Licensed Services for commercial use or (2) Month, Day Year.
- C. Matched Transaction** means any unique access of the TARGUSinfo Licensed Services that returns requested information as identified in the Service Description table of Exhibit A.
- D. Query** means any unique access of the TARGUSinfo Licensed Services.
- E. TARGUSinfo IPR** means intellectual property rights owned or licensed by TARGUSinfo, including, without limitation, patent, copyright, and trademark rights.

**2. Conditions.**

- A.** CLIENT agrees and warrants that any information provided to the Licensed Services shall have been legally obtained and that its use of information from the Licensed Services will be legal. CLIENT agrees that it shall comply with all applicable privacy and data protection laws, rules, and regulations related to its use of the Licensed Services, including information provided to and from the Licensed Services.
- B.** CLIENT agrees to use the Licensed Services only to obtain information on a Query basis and that all Queries to the Licensed Services will be primary; that is, except for use of existing CLIENT customer information, there will be no queries with another product or service to obtain information that might be obtained from the Licensed Services without first making a Query to the Licensed Services.

## TARGUS Information Corporation Electronic Commerce Services Price List

- C. CLIENT agrees that it shall not: (i) disassemble, deconstruct, decompile, or otherwise reverse engineer the Licensed Services or any other TARGUS*Info* software used with the Services; (ii) use information obtained from a Licensed Service with any technology or in any way to produce a result or functionality of another TARGUS*Info* Service; and (iii) use the Licensed Services with computer-generated, random information.
  - D. CLIENT agrees that it shall under no circumstances: (i) use information from the Licensed Services to build a database for resale or for access by a third party in competition with the Services; (ii) allow information from the Licensed Services to be used in any way to verify information from a third party that resells data in competition with TARGUS*Info*; and (iii) provide access to or information from the Licensed Services to a company that resells data in competition with TARGUS*Info* or to a company that plans to resell to a third party access to the Licensed Services or information obtained therefrom.
  - E. Except for licensed uses of TARGUS*Info* IntelliRouting Express® and Location Express™ services, CLIENT agrees not to use the Licensed Services in support of any kind of real-time geographic call routing service, which shall be defined as (i) connecting a caller to one location selected from multiple locations based on the geographic location of the caller, or (ii) speaking back or displaying information about locations selected from multiple locations based on the geographic location of the caller while the caller is on the line (e.g., for the routing of a telephone call via a telecommunications network or for providing location information, including displaying maps, calculating distance and direction, and generating direction instructions for two or more points on Earth, over the Internet).
  - F. CLIENT agrees not to provide information from the Licensed Services to any third party without first ensuring that the third party agrees in writing to be subject to the conditions of foregoing paragraphs A, B, C, D, and E.
  - G. CLIENT acknowledges that the Services contain records that have been inserted by TARGUS*Info* for the sole purpose of data security and auditing purposes.
  - H. Each party agrees to obtain the other party's prior written approval of any marketing material or other information made available to a third party that describes the other party's products or services, provided, however, that each party may make reference to the other party's corporate name and logo on its web site and in its professional marketing materials.
  - I. CLIENT agrees to notify TARGUS*Info* of any actual or suspected unauthorized use or access of the Licensed Services and provide reasonable assistance to TARGUS*Info* in the investigation and prosecution of any such unauthorized use or disclosure.
  - J. TARGUS*Info* agrees to deliver the necessary software, account name, and password to enable CLIENT to access the Licensed Services subsequent to the execution of this Agreement. CLIENT assumes responsibility for integrating the Licensed Services into its systems and applications.
  - K. If a material change to a TARGUS*Info* data source agreement precludes provision of a Licensed Service, then TARGUS*Info* shall notify CLIENT, and the rights and obligations of both parties with regard to the affected Licensed Service shall be terminated with no penalty, effective from the date that TARGUS*Info* is precluded from providing the Licensed Service.
3. **Term.** This Agreement shall commence on the Effective Date, and shall continue for an initial term of three (3) years, followed by automatic one (1) year renewal terms (collectively, the "Term"). The Agreement shall automatically renew on the expiration of the initial term and on each anniversary thereafter for an additional one (1) year renewal term, unless TARGUS*Info* or CLIENT provides written notice of intent not to renew at least ninety (90) days prior to the end of the Term, or unless previously terminated as provided for in this Agreement.
4. **License.** During the Term and subject to the terms and conditions of this Agreement, TARGUS*Info* grants to CLIENT a non-exclusive, non-transferable license to use the Licensed Services provided by TARGUS*Info* solely for

## TARGUS Information Corporation Electronic Commerce Services Price List

CLIENT's internal business purposes. The license grant does not include a license for any use by CLIENT or a third party beyond the use of the Licensed Services provided by TARGUSinfo (i.e., a license grant to use a Licensed Service does not imply a license to use any other Service that is not a Licensed Service or to use any TARGUSinfo IPR other than to the extent needed for the Licensed Services). CLIENT shall have no right to sell, license, or distribute in any manner the Licensed Services, or any derivatives thereof, to a third party.

5. **Prices for the Licensed Services.** During the Term of this Agreement, TARGUSinfo shall charge for the Licensed Services the prices set forth in Exhibit A.
6. **Billing and Payment.** TARGUSinfo shall bill CLIENT on a monthly basis for the Licensed Services. CLIENT shall pay TARGUSinfo within ten (10) days of the invoice date. Notwithstanding anything herein to the contrary, if any bill rendered to CLIENT remains unpaid in whole or in part thirty (30) days after the invoice date, TARGUSinfo shall have the right to terminate this Agreement, in which case TARGUSinfo shall provide written notice to CLIENT of TARGUSinfo's intent to terminate and/or to suspend CLIENT's access to the Licensed Services until CLIENT becomes current in its payment obligations. CLIENT shall be responsible for any reasonable attorneys' fees and costs incurred by TARGUSinfo related to collection of unpaid obligations under this Agreement. CLIENT's bill should be sent to the following address:

*CLIENT NAME*

*Address*

*Address*

*Attention: Executive Name, Title, Telephone Ext.*

7. **Late Payment Charge.** A late payment charge shall become due if any payment is not received by TARGUSinfo within thirty (30) days from the invoice date, or for any other payments which are due TARGUSinfo and are not received thirty (30) days from the due date. CLIENT acknowledges that timely payment of invoices, or any other obligation owed by CLIENT, is of the essence and its late payment will cause TARGUSinfo to incur costs that were not otherwise contemplated in the contract. Consequently, a late payment charge shall accrue on outstanding invoice amounts at a rate equal to twelve percent (12%) per annum until the time that such amounts are paid.
8. **Taxes.** In addition to the charges and expenses provided for in this Agreement, CLIENT shall pay all federal, state, and local sales, use, or other applicable taxes that may be imposed upon its use of the Licensed Services. TARGUSinfo shall set forth such taxes as separate items on the invoice.
9. **Bankruptcy.** Either party may terminate this Agreement immediately in the event the other party files a petition in bankruptcy, or if proceedings in bankruptcy are instituted against it and are not dismissed within ninety (90) days, or if any court shall assume jurisdiction of such party and its assets pursuant to proceedings under any bankruptcy or reorganization act, or if a receiver is appointed for such party's assets and is not dismissed within ninety (90) days, or if such party shall make an assignment for the benefit of creditors.
10. **Indemnification.** CLIENT (as the "Indemnifying Party") agrees at all times to indemnify and defend TARGUSinfo (as the "Indemnified Party") against any loss or damages from all claims or legal proceedings brought against the Indemnified Party arising from (a) the Indemnifying Party's breach of this Agreement, or (b) the misuse of data related to this Agreement by the Indemnifying Party or the Indemnifying Party's customers. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim or legal proceeding and shall cooperate with the Indemnifying Party in the handling of it.
11. **Warranty.**
- A. TARGUSinfo warrants that the Licensed Services have been designed in a good workmanlike manner in accordance with applicable specifications and industry standards.

- B. TARGUSinfo does not warrant the uninterrupted or error-free operation of the Licensed Services.

## TARGUS Information Corporation Electronic Commerce Services Price List

C. CLIENT acknowledges that certain states have enacted laws placing restrictions on telemarketing activities, including but not limited to permitting a telephone subscriber to give public notice that he/she does not wish to receive sales solicitation telephone calls. TARGUS*Info* disclaims any warranty, express or implied, that the names and/or telephone numbers of all such subscribers have been identified on or deleted from the information supplied to CLIENT by the Licensed Services.

D. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. TARGUS*Info* DOES NOT WARRANT THAT THE LICENSED SERVICES OR ANY INFORMATION DERIVED FROM THE LICENSED SERVICES WILL FULFILL ANY OF CLIENT'S PARTICULAR PURPOSES OR NEEDS.

**12. Limitation of Liability.** TARGUS*Info* SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME, LOST REVENUE, LOST PROFITS, OR ANY CLAIM OR DEMAND AGAINST CLIENT BY ANY THIRD PARTY, WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY, REGARDLESS OF FORESEEABILITY AND EVEN IF TARGUS*Info* IS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. TARGUS*Info*'s liability under this Agreement, regardless of the form of action, shall not in the aggregate exceed the total amount paid for the Licensed Services for the last six (6) months under the Agreement. This shall be CLIENT's exclusive remedy. Except for an action for non-payment, no action, regardless of form, arising out of this Agreement, may be brought by either party more than one (1) year after the cause of action has accrued. THE FOREGOING LIMITATIONS ON LIABILITY ARE INDEPENDENT, OF AND SHALL APPLY REGARDLESS OF, ANY FAILURE OF ESSENTIAL PURPOSE, OR ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND.

**13. Protection of Confidential Information.** Each party agrees not to disclose the other party's Confidential Information and to protect its confidentiality using at least the same degree of care that party uses to protect its own Confidential Information, which shall under no circumstances be less than reasonable, including not disclosing it to a third party unless there is a "need to know," a "right to know," and a written obligation by the third party to maintain the confidentiality. If a party receives an order from a court or other governmental body that requires disclosure of the other party's Confidential Information then the party receiving the order shall notify the other party of the order and shall assist the other party in seeking an appropriate protective order in advance of making any such disclosure. CLIENT further agrees not to allow or enable the reverse engineering of any TARGUS*Info* software or the Licensed Services, including without limitation deriving any data, algorithms, or source code. The obligation to protect Confidential Information shall survive the expiration or termination of this Agreement.

**14. Right to Audit.** CLIENT shall maintain records sufficient to verify compliance with the provisions of Sections 2 (Conditions), 4 (License) and 13 (Protection of Confidential Information) of this Agreement, as well as any service-related conditions in any Exhibits attached to this Agreement. No more than twice each year during the Term and for six (6) months thereafter, TARGUS*Info* shall have the right, upon reasonable advance written notice to CLIENT, to examine such records during regular business hours, for the sole purpose of verifying compliance with the terms and conditions of this Agreement. The parties agree to cooperate in good faith in performance of the audit, which shall include identifying entities that receive information obtained from the Licensed Services and the terms imposed on such third parties related to the Sections 2, 4 and 13 provisions of this Agreement, and supplying representative data that CLIENT obtains from the Licensed Services and provides to such third parties. To the extent it is necessary to disclose proprietary information to comply with the audit, the receiving party agrees to treat such information in the strictest confidence and use it only for the purpose of the audit.

**15. Rights and Obligations Upon Termination.** Either party may terminate this Agreement if: (i) the other party commits a material breach of the Agreement; and (ii) said breach has not been cured to the reasonable satisfaction of the non-breaching party within thirty (30) days of the date of notice from the non-breaching party stating in detail the nature of said breach. Upon any notice of termination of this Agreement by either party pursuant to Section 3, Section

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9 or this Section 15 of this Agreement: (a) CLIENT shall cease all use of the TARGUSinfo Licensed Services as of the effective date of the termination; (b) CLIENT shall cease all use of the TARGUSinfo trademarks and destroy or deliver to TARGUSinfo, at TARGUSinfo's option, any and all copies of magnetic tapes or other machine-readable material in CLIENT's possession or control that contain software or information provided by or derived from TARGUSinfo; and (c) all rights and obligations of the parties under this Agreement shall cease, except for each party's payment obligations for the Term, which shall become fully payable upon termination, and except as expressly provided otherwise in this Agreement.

- 16. Force Majeure.** TARGUSinfo shall not be liable for any failure to perform or delay in performance hereunder where such failure or delay is occasioned by force majeure or an act of God (including, but not limited to, fire, embargo, labor strike, terrorism, or interruption of electrical service), or circumstances beyond a service bureau's control which shall prevent TARGUSinfo from providing the Licensed Services in the normal and usual course of its business.
- 17. Compliance with Laws.** TARGUSinfo and CLIENT shall comply with all applicable federal, state, county, and local laws, ordinances, regulations and codes in the performance of this Agreement and shall, by providing timely information to each other, assist each other in complying with such laws to the extent that it is their obligation to do so. All obligations under this Agreement shall be performed in compliance with all applicable legislation and government orders and regulations prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, national origin, age or handicap. Where required by law, certificates of compliance shall be provided.
- 18. Assignment.** CLIENT may not assign its rights and obligations under this Agreement to a successor-in-interest unless: (a) CLIENT is current in its payment obligations at the time of transfer; (b) the assignment is in conjunction with a sale or transfer of substantially all of CLIENT's assets related to performance under this Agreement (i.e., in the case of a merger or acquisition of CLIENT); (c) the successor-in-interest is not a competitor of TARGUSinfo; and (d) the successor-in-interest agrees to assume all of CLIENT's obligations.
- 19. Parties in Interest.** All the terms, provisions, and conditions of this Agreement shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors and assigns.
- 20. Entire Agreement.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings between the parties with respect to such subject matter, and there are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein.
- 21. Modification/Severance/Waiver.** This Agreement may be amended only by a written instrument signed by both parties. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any of the other portions of this Agreement. Failure to enforce any provision of this Agreement, or any right with respect thereto, shall not constitute a waiver of that provision or right, or of any other provision or right, nor shall it affect the validity of this Agreement. The exercise of any right under the terms of this Agreement shall not preclude or prejudice any future exercise of the same or other rights under this Agreement.
- 22. Notices.** All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand (and duly receipted) or sent via next-day delivery by a nationally recognized carrier (e.g., the United States Post Office, United Parcel Service, or Federal Express) with proof of delivery requested, as follows:

If to TARGUSinfo:

TARGUS Information Corporation  
8010 Towers Crescent Drive, Fifth Floor  
Vienna, VA 22182  
Attention: Mr. Ross Shanken, Vice President, Sales



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If to CLIENT:

*CLIENT NAME*

*Address*

*Address*

Attention: *Executive Name, Title*

or to such other person or address as any party may furnish or designate to the other in writing in accordance herewith. Notice given by next-day delivery shall be deemed to have been given upon the date sent to the recipient.

- 23. **No Agency.** TARGUSinfo provides services as an independent contractor and nothing in this Agreement shall create any other relationship such as agency, partnership, joint venture, etc., and neither party shall represent that any such relationship exists.
- 24. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.
- 25. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.
- 26. **Injunctive Relief.** CLIENT acknowledges that TARGUSinfo may suffer great harm from misuse of information obtained from the Licensed Services and accordingly CLIENT agrees to take reasonable precautions to prevent such misuse by CLIENT and its customers. TARGUSinfo may seek injunctive or other equitable relief against the breach or threatened breach of this Agreement in addition to any other legal remedies that may be available.
- 27. **Exhibits and Attachments.** This Agreement contemplates the possibility of multiple exhibits and/or attachments related to different TARGUSinfo services. To the extent that there is a conflict between a provision in this Agreement and a provision in an attachment or exhibit, the exhibit or attachment shall control. To the extent that there are conflicts between provisions in different exhibits and/or attachments for different services, the provisions of each exhibit or attachment shall control within the scope of that exhibit or attachment.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**CLIENT**

**TARGUSinfo**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TARGUS Information Corporation Electronic Commerce Services Price List**



**EXHIBIT A**

This Exhibit is part of the Commercial Information Services Agreement dated *Month, Day, Year* between TARGUS Information Corporation (“TARGUSinfo”) and *Client Name* (“CLIENT”).

**TARGUSinfo Services**

Service	Description
PhoneData Express®	Name and/or address associated with a telephone number
CallerProfile Express® - Neighborhood	Profile scores (limit of 10 per Query)
CallerProfile Express® - Household	Individual and/or Household demographics (including multiple names per household)
CallerProfile Express® - Census	Census demographics associated with telephone number
CallerName Express®	Name and/or location and/or device type information associated with a calling telephone number formatted for display on a consumer device
Confirm Connect™	Name and listing type flag used to determine current connect status of phone
IntelliRouting Express®	Store ID or telephone number(s) spatially associated with a first party (e.g., calling) telephone number
Location Express™	Identifier associated with a telephone number location (e.g., Latitude/Longitude, ZIP+4 code, Census Block Code, Delivery Point Code, etc.)
Telco Express™	Telco information associated with a telephone number (e.g., Line Information Data Base (LIDB), risk management, length of service indicator, account owner information/OCN, credit card authorization, etc.)
Verify Express™	Consumer verification using appended data and match codes
Lead Verification™	Consumer verification using verification flags and scores
SpeechCapture Express™	Speech capture of name and/or address
Voice Secure™	Consumer identity authentication based on voiceprint data
GeoList™	Name and/or address and/or telephone number information for multiple locations contained within a specified geographic area

## TARGUS Information Corporation Electronic Commerce Services Price List

The Licensed Service(s) are those Service(s) that CLIENT has agreed to license subject to the terms and conditions of this Agreement, including exhibits and attachments:

- PhoneData Express (see attached Exhibit A-PDE)
- CallerProfile Express (see attached Exhibit A-CPE)
- CallerName Express (see attached Exhibit A-CNAM)
- Confirm Connect (see attached Exhibit A-CC)
- IntelliRouting Express (see attached Exhibit A-IRE)
- Location Express (see attached Exhibit A-LE)
- Telco Express (see attached Exhibit B & C)
- Verify Express (see attached Exhibit A-VE)
- Lead Verification (see attached Exhibit A-LV)
- SpeechCapture Express (see attached Exhibit A-SCE)
- GeoList (see attached Exhibit A-GL)

### Service Level Considerations:

- 1. Connectivity to TARGUSinfo Servers.** CLIENT will be responsible for all fees relating to a telecommunication provider's connectivity services between CLIENT and TARGUSinfo (i.e., fees for the purchase and/or lease, installation, testing, maintenance, repair and operation of all hardware/ communication lines/equipment from the transaction/query origination point to the receiving point). If CLIENT elects to have TARGUSinfo procure and invoice CLIENT for any connectivity services relating to this Agreement, TARGUSinfo will add an additional 15% monthly administrative fee onto the fees charged by the carrier to TARGUSinfo. Such fees will be invoiced to CLIENT monthly.
- 2. Maintenance/Upgrades to TARGUSinfo Servers.** TARGUSinfo Services use redundant servers located at geographically diverse sites so that loss of a single server does not interrupt provision of the Services. In order to perform maintenance and upgrades on its servers, TARGUSinfo reserves the right to take individual machines out of service without notice to CLIENT, provided that during such maintenance and upgrades TARGUSinfo shall continue to maintain redundancy and server capacity sufficient to service CLIENT query volumes.
- 3. Data Industry Standards.** In order to meet TARGUSinfo's continuing commitment to provide state-of-the-art services, TARGUSinfo Services provide information based on multiple third party data suppliers and data format and/or coverage requirements. It is CLIENT's sole responsibility to maintain any CLIENT applications that use information obtained from the TARGUSinfo Services to reflect current data industry standards for the relevant data used by CLIENT. TARGUSinfo shall in no case be responsible or liable for impact to the accuracy or results of any CLIENT designed application that results from changes due to third party data suppliers or data format and/or coverage requirements.
- 4. TARGUSinfo Support.** Technical implementation support, application support and product support via the TARGUSinfo support team, including:
  - (a) Standard technical support during normal business hours.
  - (b) 24 x 7 Emergency Technical Support for any service affecting issues via the TARGUSinfo Escalation number: (800) 935-9644.
- 5. Coverage Area.** Unless otherwise provided herein, TARGUSinfo Services provide information solely for telephone numbers within the 50 U.S. states, the District of Columbia and Puerto Rico.
- 6. TARGUSinfo Data as Modeling System Input.** TARGUSinfo's goal is to provide the most current, comprehensive and accurate data available subject to legal, technical and economic limitations. While modeling design systems ideally build models based on data that is stable and consistent over time, due to changes in both internal and external factors, some data from TARGUSinfo Services will inherently change over time. Before using data from TARGUSinfo Services as a variable input to a model, TARGUSinfo highly recommends using statistical techniques to normalize the raw data and retuning models periodically. It is CLIENT's sole responsibility in designing any

## TARGUS Information Corporation Electronic Commerce Services Price List

modeling systems that use data from the TARGUSinfo Services to accommodate the foregoing considerations. TARGUSinfo shall in no case be responsible or liable for any impact to the accuracy or results of any CLIENT model that results from changes in data obtained from the TARGUSinfo Services.

- 7. Test Queries.** CLIENT shall be responsible for payment for all Queries pursuant to the fee and billing requirements of this Agreement unless CLIENT has obtained advance agreement from TARGUSinfo to the contrary. Any agreement to permit more than five thousand (5,000) unpaid Queries for data quality evaluation shall require a written amendment to this Agreement signed by CLIENT and TARGUSinfo in advance of CLIENT submitting the test Queries. Any agreement permitting CLIENT to submit unpaid Queries for the purpose of software and network stress testing shall be limited to one file of a specific quantity of numbers that can be run multiple times; CLIENT shall pay for all Queries using numbers not contained in this file unless CLIENT and TARGUSinfo have signed a written agreement to the contrary in advance of CLIENT submitting the test Queries.
- 8. Additional Licenses.** Certain services that are accessible via the Licensed Services, such as Do Not Call flags and wireless number portability information, require licenses and/or permission from public or private entities other than TARGUSinfo. By accessing the TARGUSinfo Services, CLIENT warrants that it has obtained the necessary licenses and/or permission outside the license granted in this Agreement to legally access such services.

### Fees:

- 1. Technology License Fee:** CLIENT will be invoiced annually for a Technology License Fee for access to standard technical support, emergency 24-hour support, and system upgrades. This Technology License Fee shall be billed on the **Effective Date | In-Service Date** *[choose one]* and annually thereafter for the duration of the Term. See the GSA Price List for the Technology License Fee by tier.
- 2. Access to Unlicensed Services.** CLIENT will be responsible for any unauthorized access to Services that are not Licensed Services at the rate of \$0.25 per Query and shall be subject to all terms and conditions governing the Licensed Services for such unauthorized access.

**TARGUS Information Corporation Electronic Commerce Services Price List**



**Commercial Information Services Agreement  
EXHIBIT A-PDE**

This Exhibit A-PDE is part of Exhibit A of the Commercial Information Services Agreement dated *Month, Day, Year* between TARGUS Information Corporation (“TARGUSinfo”) and *Client Name* (“CLIENT”).

**TARGUSinfo PhoneData Express® Service:**

**A. Conditions:** All telephone numbers provided by CLIENT to the PhoneData Express® service shall be lawfully obtained by CLIENT based on consumer-initiated transactions.

**B. PhoneData Express Screening:** CLIENT must specify with each Query to the Licensed Services the desired screening. Only records that pass this screening will be returned with data. Records that fail this screening will be returned with the following Result Codes:

**Result Codes:**

“98” – Improperly formatted query expression.

“99” – Query did not pass screen.

**C. Failed Screening Fee:** For records that fail CLIENT’s specified screening, as defined above, there will be a Query fee of \$.02.

**D. Screening Parameters:** The following are the available Screening Parameters with Values upon which CLIENT may screen PhoneData Express Queries:

**(Keywords in parenthesis):**

1. Name Type (NAME\_TYPE)

C = consumer

B = business

Blank = unknown (always consumer)

2. Zip Match – Lat/Lon match precision (ZIP\_MATCH)

0 = Zip+4

1 = Zip+2

2 = 5 digit zip

3 = switch

3. Locale (LOCALE)

0 = unknown

1 = U.S.

2 = Canada

4. Spatially Inconsistent (SI)

Y = Yes, Is Spatially Inconsistent

N = No, Is not Spatially Inconsistent

5. MP Flag (DA)

C = Connected

D = Delisted

Blank = unknown

6. NXX Type (NXX\_TYPE)

Integer 0 thru 99 (see PDE documentation for code definitions)

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7. Point Code (POINT\_CODE)
  - 0 = U.S. State
  - 1 = Protected Code
  - 2 = Canadian
  - 3 = Caribbean
  - 4 = Mexican
  - 5 = 900 service
  - 6 = PCS
8. Address Quality Code (PDE\_CODE)
  - 1 = Complete address – perfect AMS match
  - 2 = Complete address – minor inconsistency with AMS
  - 11 = Partial address – complete primary, incomplete secondary
  - 12 = Partial address – incomplete primary
  - 21 = Valid Phone – missing address linkage
  - 22 = Valid Phone – non U.S. POTS
  - 23 = Invalid Phone
9. Address Type (ADDRESS\_TYPE)
  - S = Street
  - F = Firm
  - H = Highrise
  - P = PO Box
  - G = General Delivery
  - R = Rural Route/Highway Contract

### **E. Fees:**

1. **Monthly Service Plan Fee:** CLIENT shall be responsible for a payment of the Monthly Service Plan Fee each month during the Term, due upon execution of this Agreement and monthly thereafter. This Monthly Service Plan Fee shall include, among other things, data royalties for the Licensed Services, technical support, network administration costs, patent royalties, general administrative costs, and up to the maximum number of Queries each month. See the GSA Price List for the maximum number of Queries and Monthly Service Plan Fee by tier.
2. **Excess Transaction Fee:** An Excess Transaction Fee per Query shall be charged to CLIENT as a Transaction Fee for all Queries that exceed the amount included in the Monthly Service Plan Fee in any given month. See the GSA Price List for the Excess Transaction Fee per Query over the maximum number of Queries and Monthly Service Plan Fee by tier.

## TARGUS Information Corporation Electronic Commerce Services Price List



### Exhibit A – GeoList

#### Fees:

3. **Technology License Fee:** CLIENT will be invoiced annually for a Technology License Fee for access to applicable intellectual property, standard technical support, emergency 24-hour support, and system upgrades. Payment obligations for this Technology License Fee begin on the Effective Date of this Agreement and are billed annually thereafter for the duration of the Term. See the GSA Price List for the Technology License Fee by tier.
4. **Access to Unlicensed Services.** CLIENT will be responsible for any unauthorized access to Services that are not Licensed Services at the rate of \$0.25 per Query and shall be subject to all terms and conditions governing the Licensed Services for such unauthorized access.
5. **GeoList Record Fee.** A fee associated with returning a record containing name, address, and phone number when available based on CLIENT defined geography.
  - a. CLIENT first will Query Element ID 1380 to return a specific count of the number of records available within a specified geographic area and then will Query Element ID 1381 to return the actual addresses and telephone number when available, within that specified area.
  - b. The geographic area types supported by this application include: Radius, Polygon, and Standard Geographies such as zip code. CLIENT must run Element ID 1380 before using Element ID 1381.
  - c. **Monthly Service Plan Fee:** CLIENT shall be responsible for a payment of this fee each month during the Term, due upon execution of this Agreement and monthly thereafter. This Monthly Service Plan Fee shall include up to the maximum number of records returned each month as part of Element ID 1381. See the GSA Price List for the maximum number of Queries and Monthly Service Plan Fee by tier.
  - d. **Excess Transaction Fee:** CLIENT shall be responsible for a payment of this fee for each record returned as part of Element ID 1381 that exceeds the amount included in the Monthly Service Plan Fee in any given month. See the GSA Price List for the Excess Transaction Fee per Query over the maximum number of Queries and Monthly Service Plan Fee by tier.
  - e. TARGUSinfo will return only the publicly available name, address, and telephone number for the CLIENT defined geography.
  - f. CLIENT agrees to use only geographic select criteria and shall not use any demographic select criteria. For clarification, CLIENT may select results based on ZIP codes, but may not select results based on age or any other demographic criteria.

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**Commercial Information Services Agreement  
EXHIBIT A-TACT**

This Exhibit A-TACT is part of Exhibit A of the Commercial Information Services Agreement dated *Month, Day, Year* between TARGUS Information Corporation ("TARGUSinfo") and *Client Name* ("CLIENT").

**TARGUSinfo TACT Service:**

**E. Conditions:** All telephone numbers provided by CLIENT to the TACT service shall be lawfully obtained by CLIENT based on consumer-initiated transactions.

**B. Fees:**

**3. Monthly Service Plan Fee:**

CLIENT shall be responsible for a payment of this fee each month during the Term, due upon execution of this Agreement and monthly thereafter. This Monthly Service Plan Fee shall include, among other things, data royalties for the Licensed Services, technical support, network administration costs, patent royalties, general administrative costs, and up to maximum number of Queries each month. See the GSA Price List for the maximum number of Queries and Monthly Service Plan Fee by tier.

**2. Excess Transaction Fee:** An Excess Transaction Fee per Query shall be charged to CLIENT as a Transaction Fee for all Queries that exceed the amount included in the Monthly Service Plan Fee in any given month. See the GSA Price List for the Excess Transaction Fee per Query over the maximum number of Queries and Monthly Service Plan Fee by tier.