Commonwealth of Virginia
Virginia Information Technologies Agency

HEWLETT-PACKARD EQUIPMENT & SERVICES

Mandatory Use Contract

Date:	July 9, 2010
Contract #:	VA-060406-DISY
Authorized User:	State Agencies and Other Public Bodies
Contractor:	DISYS Solutions Inc. 4151 Lafayette Center Drive Suite 600 Chantilly, VA 20151
FIN:	27-2586114
Contact Person:	Vijay Soni, Director of Sales Phone: 888-286-3896 Or 703-802-0050 Fax: 703-802-0798 Email: vasales@disys.com
Contract Price List:	Exhibit C
Maintenance Terms:	Exhibit D
Term:	April 7, 2010 – April 6, 2011
Payment:	Net 30 days

For Additional Contract Information:

Virginia Information Technologies Agency
Supply Chain Management

Jimmy MacKenzie
Phone: 804-416-6247
E-Mail: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VITA: Prior review and approval by the Virginia Information Technologies Agency (VITA) is required for purchases in excess of $100,000.00 for State Agencies and Institutions only.

CONTRACT #VA-060406-DISY

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Contract updated to denote mandatory usage for HP Procurve Networking products	4/7/06
2	Extends contract term	4/7/08
3	Extends contract term	4/7/09
4	Extends contract term	4/7/10
5	Mod 1 assigns contract to DISYS Solutions Inc. from Digital Intelligence Systems Inc.	7/8/10

MODIFICATION #1
TO
CONTRACT NUMBER VA-060406-DISY
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DISYS SOLUTIONS, INC

This MODIFICATION #1 is an agreement amongst the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", Digital Intelligence Systems Corp., hereinafter referred to as "DISYS", and DISYS Solutions Inc., hereinafter referred to as "DSI", relating to Contract VA-060406-DISY as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #1 is to document the parties' agreement to assignment of the Contract from DISYS to DSI, as provided in Section 14.H, "Assignment" of the Contract. On June 11, 2010, DISYS separated its State, Local and Education division (SLED) from its Consulting division. The SLED division will now operate under a new company, DSI.

DSI agrees to be bound by the terms and conditions set forth in the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060406-DISY. Contract VA-060406-DISY cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-060406-DISY REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DIGITAL INTELLIGENCE SYSTEMS CORP (DISYS)

BY: _____

NAME: MARUF AHMED

TITLE: President

DATE: 7/2/10

DISYS SOLUTIONS INC. (DSI)

BY: _____

NAME: Atul Bhatia

TITLE: CEO

DATE: 7/2/10

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Jimmy MacIlenzie

TITLE: Strategic Sourcing Specialist

DATE: 07/06/10

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

George Coulter
Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

December 30, 2009

Mr. Steve Isert
Contract and Proposal Specialist
Attention: Contracts Department
Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Dr., Suite 600
Chantilly, VA 20151

RE: Contract VA-060406-DISY, between the Virginia Information Technologies Agency (VITA) and Digital Intelligence Systems Corp. (DISYS)

Notice of Contract Term Extension

Dear Mr. Isert,

Pursuant to Section 3 (TERM AND TERMINATION) of Contract VA-060406-DISY, VITA is exercising its right to extend the above-referenced contract for an additional one (1) year through April 6, 2011. This letter should serve as VITA's official notice to DISYS of its intent to extend the contract for one (1) additional year.

Please do not hesitate to contact me if you need any additional information concerning this contract extension.

Thank you.

Sincerely,

Doug Crenshaw

Doug Crenshaw
Strategic Sourcing Manager

cc: Vijay Soni, Director of Sales (via e-mail)

COMMONWEALTH *of* VIRGINIA

CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov
Lemuel C. Stewart, Jr.

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
11751 Meadowville Lane
Chester, VA 23836
(804) 416-6100

TDD VOICE -TEL. NO.
711

March 5, 2009

VIA EMAIL

TO: Disys Corporation

RE: VA-060406-DISY

In accordance with Section 3 of the above referenced contract, entitled "Term" please consider this correspondence your notification of the Commonwealth's extension of the above referenced contract.

The expiration of the agreement is now extended to April 6, 2010.

Regards,

Digitally signed by John Tackley
DN: cn=John Tackley, c=US, o=Supply Chain Management, ou=Virginia Information Technologies Agency, email=John.Tackley@vita.virginia.gov
Reason: On behalf of the Commonwealth of Virginia
Location: Chester VA 23836
Date: 2009.03.05 08:49:27 -05'00'

c: contract file

COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

TDD VOICE -TEL. NO.
711

February 13, 2008

Mr. Steve Isert
Contract and Proposal Specialist
Attention: Contracts Department
Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Dr., Suite 600
Chantilly, VA 20151

RE: Contract VA-060406-DISY, between the Virginia Information Technologies Agency (VITA) and Digital Intelligence Systems Corp. (DISYS)

Notice of Contract Term Extension

Dear Mr. Isert,

Pursuant to Section 3 (TERM AND TERMINATION) of Contract VA-060406-DISY, VITA is exercising its right to extend the above-referenced contract for an additional one (1) year through April 6, 2009. This letter should serve as VITA's official notice to DISYS of its intent to extend the contract for one (1) additional year.

Please do not hesitate to contact me if you need any additional information concerning this contract extension.

Thank you.

Sincerely,

Doug Leslie

Doug Leslie
Strategic Sourcing Consultant

cc: Vijay Soni, Director of Sales (via e-mail)

HARDWARE AND MAINTENANCE CONTRACT
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HARDWARE
AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Digital Intelligence Systems Corp. (DISYS) ("Supplier") to be effective as of April 7, 2006 ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties." Under this Contract, Supplier shall provide Hewlett-Packard Products and Services as offered in the Supplier's response ("Alternate Proposal") to VITA RFP 2006-03, including related services identified in Exhibit C.

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to sell certain of Supplier's Product, and to provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of completed acceptance testing in conformance with the Requirements as determined by Authorized User.

B. Authorized User

All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

C. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

D. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

E. Product

Hewlett-Packard hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

F. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

G. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.

H. Service

Any Product related services provided, by Supplier under this Contract, including certain maintenance services for the Product in accordance with the terms of the Maintenance

Agreement attached hereto as Exhibit D which, upon its execution, is incorporated herein by reference.

I. System Software
The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

J. Supplier
Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Products and/or Services under this Contract.

K. Supplier's Proposal
Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

L. VITA
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

M. Warranty Period
The Warranty Period is defined in the manufacturer's standard warranty offering for each product ordered, and in the manufacturer's warranty/maintenance product description when other warranty products or services are purchased.

3. TERM AND TERMINATION

This Contract is effective and legally binding as of the Effective date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. Should VITA elect, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period 30 days prior to the expiration of any current term. Warranty on any Product ordered during the term of the Contract, and Parts and Maintenance Support as described in the Maintenance Agreement Exhibit to this Contract, may extend beyond the term of this Contract.

VITA shall have the unilateral right to terminate this Contract, the Maintenance Agreement, or any order issued hereunder, for default. Supplier shall be deemed in default in the event that any one or more of the following events occur or continue during the term defined above:

i). Supplier fails to deliver the Product required by this Contract, the Maintenance Agreement, or any order issued hereunder by the specified delivery date,

ii). Supplier repeatedly fails to respond to requests for maintenance or other services within the time limits set forth in the Contract, the Maintenance Agreement, or any order issued hereunder, or

iii). Supplier is in breach of any of the other terms set forth within this Contract or the Maintenance Agreement.

If VITA deems the Supplier to be in default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier ten (10) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate for default this Contract, Maintenance Agreement, or any order issued hereunder. In such event, the Authorized User shall only be liable for cost incurred prior to the date of termination for default. All costs of de-installation and return of the equipment shall be at Supplier's expense. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution section.

VITA's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate for default, rescind or revoke this Contract, the Maintenance Agreement, or any order issued hereunder in the event of any subsequent breach of any provisions of such agreements.

VITA may terminate for convenience this Contract, including the Maintenance Agreement Exhibit, in whole or in part, with respect to the purchase of Product upon not less than forty-five (45) days prior written notice at any time for any reason. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination for convenience, VITA shall have no future liability except for Services rendered or Product delivered by Supplier prior to the termination date.

4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE

A. Orders

Supplier is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

i). Purchase Order (PO): An official PO form issued by an Authorized User.

ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed $5,000, or the then-current charge card limit.

iii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

B. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Acceptance by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title shall pass upon such Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type to any given "ship to" address. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

C. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the effective date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to 3 percent (3%) of the total purchase price, for each day of undelivered or unoperational Product for a period of (25) days following the agreed upon delivery date. If the delay lasts longer than (25) days, the

Authorized User may immediately cancel the order and collect as late delivery damages 75 percent (75%), and the Authorized User reserves any and all other remedies available at law or in equity. Any credit due the Authorized User will be applied to the next periodic invoice.

In the event the Supplier fails for any reason to deliver by the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the Parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach.

D. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for enhanced warranty services and maintenance services, and the appropriate Commonwealth discounts. Percentage discounts offered to the Commonwealth shall not decrease for the duration of this Contract. However, should the Commonwealth impose additional fees on Supplier, VITA and Supplier may negotiate corresponding reductions to the percentage discounts. Should the original equipment manufacturer change its percentage discount to Supplier, VITA and Supplier may negotiate a corresponding change to the index price to which the Commonwealth's percentage discount is applied. Should an Authorized User request a rush order and should Supplier be unable to fill such order through the original equipment manufacturer, Supplier may fill such order through another source. In each such instance, percentage discount may be negotiated by Supplier and Authorized User.

Prices for Product and Services set forth at a flat rate (i.e. no percentage discount) shall not increase for a period of not less than two (2) years from the effective date of this Contract. Thereafter, any increase in price for such Product and Services shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any such change in price shall be submitted to the VITA Contract Administrator in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

Semi-annually the prices for Products and Services set forth at a flat rate shall be checked against CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required.

Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

All price quotes provided by Supplier to Authorized Users shall be valid for a minimum of 30 days.

E. Request for Quote

The Authorized User, at its sole discretion, may, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain goods and services identical or similar to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that

is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User issues an RFQ describing its requirements to potential suppliers, and suppliers provide, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote received by the Authorized User as a result of this process shall include (a) a detailed description of each product or service proposed, at the catalog line item level, (b) the quantity of each such product or service, (c) the index or catalog contract price, (d) the additional percentage discount offered, and (d) an extended price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process will be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document.

F. Supplier-Sponsored Product Promotions

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a writing from both Parties. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User, without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA at its discretion, may not provide a written agreement. Both parties agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at Authorized Users' discretion.

G. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges older than ninety (90) days may not be paid. Should Provider repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over billed for each month that such over billing continues.

In the event Product is shipped without the applicable Documentation, payment shall not be due until the required documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its

records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

H. Invoice Procedure

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Products or Services have been accepted. Payment for Product Maintenance Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in Exhibit C or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility. Invoices issued by the Supplier shall identify at a minimum:

i). Part number

ii). Product or Service type and description

iii). Product serial number, if any

iv). Quantity, charge and extended pricing for each Product and/or Service item

v). Applicable order date

vi). Ship date

vii). Ship-to location contact name

viii). This Contract number and the applicable order number

ix). Supplier's federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

I. Product Trade-in

An Authorized User and Supplier may negotiate trade-ins at any time during the Contract term.

J. Product Installation

Upon request by an Authorized User, Supplier shall provide the initial installation of all Product for the additional charge set forth in Exhibit C. Installation shall include: travel, unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, powering up, running routine diagnostic tests, testing for proper operation, hardware and software configuration, providing all documentation to the Authorized User, and any related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

K. Product Acceptance Criteria

Product shall be accepted when the ordering Authorized User determines that it successfully operates in accordance with the Requirements, but not longer than 90 days from Receipt/installation. Such Authorized User agrees to commence acceptance testing within a reasonable time period after receipt of the Product or within such other time period mutually agreed upon by the Parties. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

L. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Product for re-testing within five (5) days of written notice of non-

conformance, or as otherwise agreed between the Authorized User and Supplier. In the event that Supplier fails to deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming.

M. Product Discontinuation

During the term of this Contract, if any Product listed in Exhibit C or the Supplier's catalog referenced in Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than 24 months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

N. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information to be provided upon award), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

O. Universal Service Fund

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Supplier agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements.

5. PRODUCT SUPPORT

A. VITA or Third Party Support

1. Documentation and Support Availability

In the event that VITA elects to discontinue the Maintenance Agreement, Exhibit D, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. Prices for training services are provided in Exhibit C. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a cost set forth in Exhibit C, such cost not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit C attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Engineering Changes and Product Modification

For each Authorized User that purchased Product, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User’s request as to time and at the Authorized User's option. The Authorized User shall have the option to waive or pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

C. Training

Upon request by an Authorized User, Supplier shall provide, at the prices set forth in Exhibit C, the training of one trainer at the ordering Authorized User’s designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and complete maintenance for each Product type ordered by an Authorized User, for five (5) years from the date of shipment of the last unit of any given Product type. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier will maintain communication with its suppliers regarding any discontinuance of product or maintenance services. Supplier will use its best efforts to notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized

User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or replace the unsupported Product with a supported Product at no more than the cost delta between the supported Product and the unsupported Product.

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its warranty and maintenance obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

Supplier warrants that it is an authorized reseller of the Product and any associated warranty or maintenance services. Supplier's contractual obligations with the original equipment manufacturer(s) are between Supplier and such manufacturer(s), and there is no privity of contract between such manufacturer(s) and any Authorized User. Supplier is responsible for ensuring compliance of Product covered by such manufacturer(s)' warranty or maintenance agreement with such warranty or agreement.

C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract that no legal proceedings have been threatened or brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Compatibility

Supplier will use its best efforts to ensure that each Product its suppliers provide is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

E. Product

Supplier warrants the following with respect to the Product:

i). If Product is pursuant to a particular Request for Proposal, such Product shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;

ii). The Product shall be free of defects in material, design and workmanship;

iii). Upon delivery, the Product shall be new and in good operating condition and shall have all released engineering changes released to date already installed;

iv). Each Product delivered hereunder shall function in conformance with the Requirements;

v). Any engineering changes made to the Product or System Software revisions shall not degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and Supplier's published specifications;

vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and

vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the System Software, nor shall Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Performance Standards and Mean Time Between Failure

For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit B. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, if any, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit B, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within thirty (30) days, the Authorized User may, at its option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

Service levels for response and restore time remedies for all important performance standards are defined herein and in Exhibit A..

G. Warranty Services

Supplier shall provide the following services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C to maintain the Product in accordance with the Requirements.

1. Product Covered

The Supplier's catalog referenced in Exhibit C lists all Product types covered under warranty. Supplier shall maintain an inventory record ("Inventory Record") of all units of Product covered under warranty or Maintenance Agreement by type, quantity, Authorized User and location. Inventory Record shall also include the end date for each unit's Warranty Period or, if applicable, the period for which the unit of Product is covered under a Maintenance Agreement. Product quantities and types may vary as Product is added or deleted from coverage. Supplier shall be notified in writing of any Product removed from service, and Supplier shall automatically amend the Inventory Record without further action by Authorized User to reflect the relocation, addition or deletion of Product. Supplier shall provide a copy of the most current Inventory Record to any Authorized User upon request of such Authorized User.

2. Preventive Maintenance

Preventive Maintenance is action, including, but not limited to, inspecting, adjusting and testing, furnished on a scheduled basis, to diagnose potential problems and ensure proper hardware operation, in accordance with the Product manufacturer's recommended procedures, if any, provided by Supplier pursuant to Exhibit A.

Preventive Maintenance shall be provided on a schedule as set forth in the manufacturer's recommended preventive maintenance schedule provided with each Product delivered. All Preventive Maintenance shall be performed during regular business hours unless the performing of such Preventive Maintenance affects the hardware's processing capabilities, in

which case Preventive Maintenance shall be performed at other times mutually agreed upon by Supplier and Authorized User.

There shall be no charge to the Authorized User for warranty services necessitated by Supplier's failure to perform Preventive Maintenance on schedule.

3. Remedial Maintenance

Remedial Maintenance is maintenance service (in accordance with the hardware manufacturer's recommended procedures for repair of the hardware) necessary to identify and repair hardware malfunctions in order to return the hardware to its original Operating Condition. Supplier agrees to utilize the most expeditious methods of restoring the hardware to its original Operating Condition, which may include part or whole unit replacement.

The warranty entitles an Authorized User to Preventive Maintenance, if any, and Remedial Maintenance at any time during the hours set forth by the warranty level specified in the executed order referencing this Contract. In the absence of a specified warranty level, Authorized User is entitled to Maintenance during the hours set forth by the basic warranty specified in the Contract. Supplier shall perform Remedial Maintenance when an Authorized User notifies Supplier of a hardware malfunction. Calls dispatched outside the times specified by the warranty level specified in the executed order referencing this Contract may be subject to Service Out-of-Scope charges. An Authorized User may elect, at any time during the initial warranty period, an alternative warranty level offered by Supplier and identified in Exhibit C. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order.

4. Replacement Parts

Supplier may install or replace parts and components as it determines necessary to ensure hardware operation. Such parts and components used for replacement ("Replacement Parts") may be new or certifiable as new, provided Supplier shall use only new Replacement Parts or Replacement Parts of equal quality and functionality. Any replacement hardware shall become the sole property of such Authorized User and any defective hardware shall become the sole property of Supplier. Supplier shall be solely responsible for all shipping costs. Supplier agrees to provide and maintain, in good repair, adequate Replacement Parts and test equipment required for the Maintenance of the installed base of hardware. Should a delay in restoring hardware under warranty or under post-warranty maintenance to good Operating Condition be caused by the failure of Supplier to have adequate Replacement Parts, the ordering Authorized User shall be entitled to a payment of one-half percent (1/2%) of the hardware purchase price, plus one-half percent (1/2%) of the annual warranty or maintenance charge (if applicable) identified in the relevant order per hour for each hour of hardware downtime caused by such failure. The total remedy payment per month shall not exceed an amount equal to 10% of the purchase price, plus the total prorated monthly warranty charge (if applicable) for hardware under warranty, or for hardware under post-warranty maintenance, the total prorated monthly maintenance charge for the affected hardware. Such payment shall be made to the Authorized User on a quarterly basis.

5. Notification and Correction of Defects

Supplier shall promptly notify all Authorized Users of any defects or malfunctions in the Product or documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within five (5) business days of knowledge of such defect or malfunction and provide all Authorized Users with corrections of same, at no additional cost. In the event that any Authorized User identifies, within the twelve (12) month period following Acceptance, any design defect or non-conformance to the Requirements, Supplier, at Supplier's sole expense, shall provide all parts, components and services required to correct the design defect and restore such item or shall replace it, so that it functions as warranted. If Supplier is unable to make the failed Product conform within five (5) days following notification by such Authorized User, Supplier shall, at the Authorized

User's request, accept return of such Product(s), and return all monies paid for the failed units. Service provided by Supplier to correct the design defect shall be on-site. Supplier shall be solely responsible for the shipping cost to return any Product to Supplier.

6. Standard Depot Warranty

For all hardware identified in Exhibit C, Supplier shall offer the manufacturer's standard warranty services. Response times for all warranty levels are set forth in Exhibit A.

7. On-site Warranty

For all hardware identified in Exhibit C, Supplier shall offer optional on-site warranty services at the prices identified in Exhibit C to include unlimited 24x7 telephone technical support, on-site coverage during business hours, Monday through Friday, with acknowledgement of service call within two (2) hours and restoration by a dispatched technician by the next business day, for a term of not less than twelve (12) months beginning on the date of acceptance. Response times for all warranty levels are set forth in Exhibit A.

8. System Software Warranty

As part of the Depot and On-site warranty offerings, for a period of not less than twelve (12) months beginning on the date of acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Make available to all Authorized Users no later than the first day of general release, copies of the System Software and Documentation revised to reflect any enhancements, including all new releases, upgrades, and access modes, to the System Software made by Supplier, including, without limitation, modifications to the System Software which can increase the speed, efficiency or base of operation of the System Software or add additional capabilities to or otherwise improve the functionality of the System Software.

b) Coverage

Twenty-four (24) hours per day, seven (7) days a week, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the System Software.

Respond to problems with the System Software identified by an Authorized User in no more than two (2) hours after notification. Resolve all problems according to the following:

i). Priority 1 (system down) within six (6) hours

ii). Priority 2 (certain processing interrupted or malfunctioning but system able to process) within twenty four (24) hours

iii). Priority 3 (minor intermittent malfunctioning, system able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized Users.

c) Software Evolution

Should Supplier merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the System Software.

d) Remedies

Remedies are as outlined in "Response and Restore Time." If Supplier is unable to make the System Software conform, in all material aspects, within ten (10) days following

notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of the Software or Product, and return all monies paid by such Authorized User for the returned System Software or Product and Documentation.

9. Additional On-site Services

For those locations where Authorized User has selected dedicated on-site coverage, Supplier shall provide the following services at the prices identified in Exhibit C, in addition to warranty services: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty services provided under this Contract; and (iii) cabling, if applicable. Authorized User's order and the Inventory Record shall identify all locations that are covered by on-site coverage.

10. Response and Restore Time

Supplier agrees to provide a Response Time and Restore Time in accordance with the warranty level specified in each executed order from an Authorized User. Supplier shall be deemed to have received an Authorized User's request for warranty services when Authorized User advises Supplier of its need via e-mail, web form submission, printer message or telephone call. Should Supplier fail to meet the Response Time or Restore Time, Authorized User shall be entitled to a payment of one-half percent (1/2%) of the product purchase price, plus one-half percent (1/2%) of the annual warranty or maintenance charge (if applicable) identified in the relevant order per hour for each hour of delay beyond the specified required Response Time or Restore Time. The total remedy payment per month for failure to respond or restore within the Response Time or Restore Time shall not exceed an amount equal to 10% of the purchase price, plus the total prorated monthly warranty charge (if applicable) for products under warranty, or for products under post-warranty maintenance, the total prorated monthly maintenance charge for the affected Product. Such payment shall be made to Authorized User on a quarterly basis.

11. Escalation Procedures

Escalation Procedures are set forth in Exhibit A.

12. Service Out-of-Scope

An Authorized User may, at any time it deems necessary, request maintenance service which is outside the scope of the warranty services ("Service Out-of-Scope"), including, but not limited to: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices by Authorized User, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such Service Out-of-Scope shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Maintenance requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall be provided at no charge. Requests for Service Out-of-Scope shall only be approved for payment by the Authorized User when a Product Service Record is included with the Service Out-of-Scope invoice.

13. Dispatch Procedures and Product Service Record

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

Upon request by the Authorized User, Supplier shall provide a Product Service Record for reporting details of all warranty services performed for each Product under warranty. Product Service Record shall record the following:

i). Installation/Relocation/Removal/Modifications

ii). Remedial actions

iii). Preventive actions

iv). Service Out-Of-Scope

14. Product Maintenance Services and Renewal Options

Supplier shall notify Authorized User sixty (60) days prior to expiration of the Warranty Period for each Product. After expiration of the Warranty Period, Supplier shall offer to Authorized Users Product Maintenance Services, including Software support services ("Software Support Services"), including services equivalent to the Warranty Services. Software Support Services shall include new releases, updates and upgrades for an annual fee, as provided in Exhibit C, renewable annually at such authorized User's discretion for the duration of the term of the Maintenance Agreement. Supplier warrants that it shall make Product Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, throughout the term of the Maintenance Agreement. Any Authorized User, at its sole option, may acquire Product Maintenance Services. Cancellation of Product Maintenance Services, including Software Support Services, by an Authorized User shall not affect this Contract or the grant of any license by Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities management services for the benefit of such Authorized User. For Products to which an Authorized User takes title under the terms of this Contract, there are no restrictions on such Authorized User's subsequent resale or distribution thereof.

8. SOFTWARE LICENSE

A. License Grant

Supplier hereby grants to each Authorized User a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use System Software for each Product. Each license granted under this Contract authorizes such Authorized User to use Supplier licensed programs in machine readable form on any system without limitation. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Authorized User. In the event Supplier is remarketing a commercially available software program, Supplier shall pass through the provision of the original vendor's license which shall apply in lieu of the foregoing terms and conditions. Each license granted under this Section authorizes the Authorized User to use the licensed programs in machine readable form on any system without limitation.

B. Limitations on Copying and Disclosure

An Authorized User may make a reasonable number of backup copies of the System Software. Such Authorized User agrees that any copies of the software or documentation which it makes pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, the Authorized User shall not distribute same to any third-party without Supplier's prior written consent.

C. Business Continuity and Recovery

In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

9. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current US and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

10. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not to transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure Contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

11. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Product or Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

12. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

13. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately

gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

14. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf.

C. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

D. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

E. Advertising and Use of Proprietary Marks

Supplier shall not use any Authorized User's name or refer to any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of Such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

I. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

K. Survival

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance Agreement, Exhibit D hereunder, shall continue in effect through termination of the Maintenance Agreement and any orders issued thereunder.

L. Force Majeure

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

O. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Roles and responsibilities of the account executive are set forth in Exhibit A. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

P. Entire Contract

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A Request for Proposal and Supplier's Proposal

Exhibit B Mean Time Between Failure

Exhibit C Pricing

Exhibit D Maintenance Agreement

This Contract, its Exhibits, and any prior nondisclosure agreement constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: the *Contract*, Exhibit D, *Maintenance Agreement*, Exhibit C, *Pricing*, Exhibit A, *Request for Proposal and Supplier's Proposal,* Exhibit B, *Mean Time Between Failure.*

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier

By: _____

(Signature)

Name: Atul Bhatia

(Print)

Its: CEO

Date: 4/7/06

VITA

By: _____

(Signature)

Name: SUSAN S. WOOLLEY

(Print)

Its: DIRECTOR, SUPPLY CHAIN MGT.

Date: 4/10/06

Address for Notice:

DISYS
4151 Lafayette Ctr. Dr #600
Chantilly VA 20151

Attention: Contracts Dept.

Address for Notice:

VITA - SCM
110 S. 7TH ST., STE. 135
RICHMOND, VA 23219

Attention: Contract Administrator

EXHIBIT D, MAINTENANCE AGREEMENT

This Maintenance Agreement Exhibit ("Maintenance Agreement" or "Agreement") is entered into as of April 7, 2006 ("Agreement Effective Date") and, except as expressly set forth or provided herein, shall be governed by the terms and conditions of the Hardware and Maintenance Contract, Contract #VA-060406-DISY, between the Virginia Information Technologies Agency (hereinafter referred to as the "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Digital Intelligence Systems, Inc. ("Supplier"), effective April 7, 2006 (the "Contract").

A. Purpose

Supplier agrees to provide Authorized Users with certain maintenance services ("Services") for the Product ordered by Authorized Users from the Product list incorporated as Exhibit C to the Contract, in accordance with the terms and conditions set forth below.

B. Definitions

As used in this Agreement, the terms set forth in this Section shall have the meanings provided herein. Other terms used in this Agreement but not defined in this Section shall have the meanings ascribed thereto or are otherwise defined in the Contract in which they are used and shall have the meanings therein indicated.

1. Product

Product to be maintained under orders referencing this Maintenance Agreement.

2. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Service. The available Maintenance Levels shall include but not be limited to plans identical to the Warranty Services levels set forth in the Contract. The actual Maintenance Level for a unit of Product shall be set forth in the executed order for Maintenance of that Product referencing this Maintenance Agreement, and listed in the Inventory Record as described in the Contract.

3. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Product.

4. Maintenance Services

Those Services, preventive and remedial, performed by Supplier at Authorized User's request in order to ensure continued operation of the Product. Maintenance Services shall include but not be limited to all services specified in the Contract, Warranty Services.

5. Operating Condition

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

6. Response Time

The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier commences repair of the Product.

C. Term and Termination

1. Agreement Effective Date

This Maintenance Agreement shall become effective on the date set forth above, upon execution by VITA and Supplier and shall continue in effect for one (1) year. Thereafter, this Maintenance Agreement may be renewed for subsequent twelve (12) month periods should VITA elect. VITA may terminate this Maintenance Agreement, in total or as to any portion of the Product as specified in the Contract.

2. Termination for Cause

Should Supplier fail to perform its material obligations under this Maintenance Agreement, VITA shall give Supplier written notice of such failure. Supplier shall have ten (10) days from receipt of said notice to correct this failure at no cost to VITA. Should Supplier fail to correct its performance within the ten (10) day period, VITA shall have the right to immediately terminate this Maintenance Agreement or a portion of this Maintenance Agreement by giving Supplier written notice of termination, and shall receive a refund of any amounts paid for Services not rendered after the effective date of termination. In the event of termination for breach, VITA reserves all remedies available in law and in equity.

D. Product Covered

Contract Exhibit C lists all Product types covered under this Maintenance Agreement. For each order, Supplier shall update the Inventory Record which lists the Product covered under this Maintenance Agreement by type, quantity and location. Product quantities and types may vary as Product is added or deleted from coverage. No Authorized User is obligated to continue Maintenance on Product that has been removed from service, provided Supplier has been notified in writing of such removal. In such event, the Inventory Record shall be automatically amended by Supplier without further action by Authorized User to reflect the relocation, addition or deletion of Product.

E. Services

Maintenance Services shall include but not be limited to services equivalent to the Warranty Services detailed in the Contract.

F. Notification of Expiration

Supplier shall notify Authorized User sixty (60) days prior to expiration of the MCP for each Product.

G. Ordering

Authorized Users may place orders for Maintenance Services under this Maintenance Agreement at any time during the Maintenance Agreement term. Each order shall identify:

i). Product and, if applicable, serial number, for which Maintenance Services shall be provided,

ii). Maintenance Level to be provided, and

iii). MCP for the Product Maintenance.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one year from the effective date of any executed order for Maintenance on such Product.

Upon request from an Authorized User, Supplier shall provide and bill for Maintenance Services on a coterminous basis, such that all contracted maintenance services expire annually on the same date.

Each order for Maintenance Services shall reference the Contract and this Maintenance Agreement.

H. Charges and Payment

1. Maintenance Charges

Authorized User shall pay Supplier annually in accordance with the charges specified on Contract Exhibit C or, for services not identified in Contract Exhibit C, as specified in the relevant order.

2. Service Out-of-Scope Charges

Supplier's hourly charges for Service Out-of-Scope are as set forth on Contract Exhibit C. Supplier shall invoice Authorized User for Service Out-of-Scope charges on a monthly basis. Each Service Out-of-Scope charge must be supported per incident, by a Service Maintenance Record, or Authorized User shall not be liable to pay such Service Out-of-Scope charges.

I. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. Authorized User reserves the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom Authorized User believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

J. Supplier Personnel Supervision

Supplier and Authorized User acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

K. General

1. Incorporated Provisions

This Maintenance Agreement shall be subject to the terms and conditions of the Contract which may continue in effect after Contract termination through termination of the Maintenance Agreement and any orders issued hereunder. These terms and conditions include, but are not limited to: ordering and invoicing procedures, the Supplier's Monthly Report of Sales and Industrial Funding Adjustment, Universal Service Fund, Liability and Indemnification, and the General Provisions of the Contract.

2. Entire Agreement

This Maintenance Agreement comprises the entire agreement between the Parties and may only be amended by an instrument in writing signed by VITA and Supplier. VITA and Supplier each acknowledge that it has had the opportunity to review this Maintenance Agreement with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier	VITA
By: _____	By: _____
(Signature)	(Signature)
Name: Atul Bhatia	Name: SUSAN S. WOOLLEY
(Print)	(Print)
Title: Its: CEO	Title: Its: DIRECTOR, SUPPLY CHAIN MGT.
Date: 4-7-06	Date: 4/10/06

Contract Number VA-060406-DISY
Hewlett-Packard Networking Products and Services
Exhibit C, Pricing

Supplier Name: Digital Intelligence Systems Corp. ("DISYS")

All Hewlett-Packard Networking Products and Services
(This refers to all ProCurve items in the Hewlett-Packard catalog.)

Index Price List Source	DISYS Online Store Guest User Price at www.disys.com/online *
Delivery Terms	F.O.B. Destination
Standard Delivery Lead Time	10 business days ARO

Product Category	Delivery Lead Time (in days ARO)	Government Discount	Education Discount
Hardware and Software	3-30	4.00%	4.00%
Warranty Support	3-30	4.00%	4.00%
Installation Service	3-30	4.00%	4.00%

* The index prices to which the discounts shall be applied shall not exceed the following limits for each product category, except as provided in the Contract, section *Purchase Price and Price Protection*:

Hardware and Software	30% - 33% off Hewlett-Packard List Price
Warranty Support	12-15% off Hewlett-Packard List Price
Installation Service	12-15% off Hewlett-Packard List Price

Contract Number VA-060406-DISY
Networking Equipment
Exhibit C, Pricing
Supplier Name: Digital Intelligence Systems, Inc. ("DISYS")

Pricing for Other Services Related To Networking Equipment Products and Services

Other Services Price List

Note: The price indicated in the price list is a “not-to-exceed” price. Pricing shall not exceed the price indicated in the price list.

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TECH- 1	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, simple installation of commercial IT products, PC’s, printers and scanners Education: Minimum of A+ Certification Experience: Minimum 1-year of general experience Duties: Simple installation of Commercial IT products, PC’s, printers and scanners; Supports a TECH 2 or higher as required. Performs other duties as assigned.	Hourly Fee	$50.00	$50.00
Services	PS-TECH-2	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, installing or repairing PC’s, printers and parts such as modems, CD ROMs, floppy drives, etc. Education: Minimum of A+ Certification and at least 1 certificate of a hardware manufacturer’s training and authorization for PC’s Experience: Minimum 3-years of general experience Duties: Repair of or Installation of PC’s, printers and parts such as modems, CD ROMs, floppy drives, etc.; Supports a TECH 3 or higher as required. Performs other duties as assigned	Hourly Fee	$60.00	$60.00

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TECH- 3	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, installing or repairing PC's, printers and parts such as modems, CD ROMs, floppy drives, etc. as well as installation of standard operating systems, low level debug of standard operating system problems. Education: Minimum of A+ Certification and at least 1 certificate of an operating system manufacturer's training and authorization. Experience: Minimum 3-years of general experience. Duties: Installation or repair of PC's, printers and parts such as modems, CD ROMs, floppy drives, etc.; Installation of standard operating systems; Low level debug of standard operating system problems; Supports a TECH 4 as required. Performs other duties as assigned.	Hourly Fee	$70.00	$70.00
Services	PS-TECH- 4	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, low level debug of server operating systems problems, and installation or repair of server components on PC's and servers. Education: Minimum of A+ Certification and at least 1 certificate of a manufacturer's training and authorization for Operating Systems, Servers and PCs, MCP or CNA Experience: Minimum 5-years of general experience Duties: Installation of standard operating systems; Installation of server operating systems; Low level debug of standard and server operating system problems; Perform hardware repair of servers and PCs; Supports a System Engineer as required. Performs other duties as assigned.	Hourly Fee	$90.00	$90.00
Services	PS-ENGR-1	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to add clients, debug client connection problems and set client profiles. Education: Minimum of MCP, CNA, CCNA, or CCDA Experience: Minimum 3-years of general experience Duties: Add clients; Debug client connection problems; Design, install, support, and operate a wireless LAN solution; Configure WLAN products including access points, bridges, client devices and accessories; Perform a site survey covering WLAN; Set client profiles; Support a Network Engineer 2 or higher as required. Performs other duties as required	Hourly Fee	$90.00	$90.00

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-ENGR- 2	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain non-enterprise networks. Has cross platform experience and possesses a good knowledge of networking. Education: Minimum of MCSE, CNE, CCNP, or CCDP Experience: Minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking Duties: Consult with customers, design, implement, debug and maintain non-enterprise networks; Design, install, support, and operate a wireless LAN solution; Configure WLAN products including access points, bridges, client devices and accessories; Perform a site survey covering WLAN; Supports a Networking Engineer 3 or higher as required. Performs other duties as assigned	Hourly Fee	$130.00	$130.00
Services	PS-ENGR- 3	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain low-level enterprise networks. Has cross platform experience and possesses a good knowledge of networking. May have training in one or more specialized aspect of networking. Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star.Is trained and certified by a manufacture operating system - MCSE or CNE. May have training in one or more specialized aspect of networking. Experience: Minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking. Duties: minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking; Supports a Networking Engineer 4 or higher as required. Performs other duties as assigned.	Hourly Fee	$160.00	$160.00

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-ENGR-4	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain high-level enterprise networks. Has cross platform experience and possesses a thorough knowledge of networking and internetworking. Has training in one or more specialized aspect of networking. Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star or is trained and certified by a manufacturer operating system - MCSE, CNE, CCSP, CCIP, or CCIE. Has training in one or more specialized aspect of networking Experience: Minimum 5-years of cross platform experience and possesses a thorough knowledge of networking. May have project management experience Duties: Consult with customers, design, implement, debug and maintain high-level enterprise networks; Scale IP addresses with advanced Network Address translation, manage network performance using queuing and compression, configure PPP, PAP, CHAP, and interVLAN routing in a networl	Hourly Fee	$200.00	$200.00
Services	PS-ENGR-5	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, consults with customers, designs, implements, debugs and maintains high-level enterprise networks, has cross platform experience and possesses a thorough knowledge of networking and internetworking; has specialization in Networking Storage, VPN or Security. Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star or is trained and certified by a manufacture operating system - MCSE, CNE, CCSP, CCIP, or CCIE. Has training in one or more specialized aspect of networking Experience: Minimum 5-years of cross platform experience and possesses a thorough knowledge of networking. May have project management experience Duties: Implement complete security solutions, secure network access using Cisco IOS Software and Cisco PIX and Adaptive Security Appliance (ASA) Firewall Technologies, operate and monitor Cisco IOS Software and Intrusion Prevention Systems (IPS) technologies to prevent, understand, and	Hourly Fee	$230.00	$230.00

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TELE- 1	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration. Incumbent has experience in implementation, support, and problem resolution within telecommunications systems, networks, and/or converged voice/data systems and networks. Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; certification in at least one network-based telecommunications system; and certificationin at least one network infrastructure technology and/or operating system. Experience: Minimum two years' experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support; and one year voice/data or data-only network design, implementation, and support. Must have two years experience in telec Duties: Provides implementation and support for telecommunications systems	Hourly Fee	$140.00	$140.00
Services	PS-TELE- 2	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, multiple aspects of telecommunications or voice/data (converged) systems and networks. Incumbent is also specialized at least two of the following technology areas: voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration. Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; CCVP, CCSP, or CCIP Experience: Minimum four years' telecommunications and/or voice/data experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support, and one-year voice/data or data-only network design, implementation, and support. Duties: Designs and provides implementation and support for telecommunications systems, voice/data (converged) systems and networks; Consults with customers regarding system requirements, design, a	Hourly Fee	$200.00	$200.00

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TELE-3	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, multiple aspects of telecommunications or voice/data (converged) systems and networks. Incumbent is also specialized at least two of the following technology areas: voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration. Incumbent has in-depth experience in implementation, support, and problem resolution within telecommunications systems, networks, and/or converged voice/data systems and networks and is capable of supervising teams of Telecommunications Engineers, specialization in IP Communications. Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; CCIE Experience: Minimum four years' telecommunications and/or voice/data experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support, and Duties: Designs and provides implementation and support for telecommunicat	Hourly Fee	$250.00	$250.00
Services	After Hours Support	On-site maintenance service on a 24-hour per day, seven-day per week basis (including all holidays) outside the hours of 8-5 M-F with a one hour response time and critical repair time. Critical repair time shall be defined as equipment repair occurring within 4 hours after notification of the problem. Includes labor and parts.	ADD TO HOURLY RATE of NORMAL BUSINESS HOUR SERVICE	$50.00	$50.00
Services	Asset Tag Install - Delivery	Placement only prior to Shipment, documentation provided to Authorized User to include asset tag number and corresponding serial number	Per Unit	$10.00	$10.00
Services	Asset Tag Install - Onsite	Placement onsite and detailed documentation provided to Authorized User	Per Unit	$25.00	$25.00

EXHIBIT B – MEAN TIME BETWEEN FAILURE

Supplier shall provide manufacturer's Mean Time Between Failure (MTBF) data to VITA for all equipment offered under the Contract upon request.