



Commonwealth of Virginia
Virginia Information Technologies Agency

SECTION 508 SOFTWARE LICENSE AND SUPPORT SERVICES

Optional Use Contract

Date: August 18, 2014

Contract #: VA-090829-PRAT

Authorized User: All Public Bodies to include VITA as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Premier Assistive Technology
1309 North William Street
Joliet IL 60435

FIN: 32-0025973

Contact Person: Kenneth Grisham
Voice: 815-927-7390 x4
Email: keng@readingmadeeasy.com

Pricing: Exhibit B

FOB: Destination

Term: September 15, 2013 – September 14, 2014

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Supply Chain Management
Virginia Information Technologies Agency

Amy Holschuh
Phone: 804-416-6068
Email: amy.holschuh@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>

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of \$100,000.00 is required for State Agencies and Institutions only.

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-090829-PRAT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
PREMIER ASSISTIVE TECHNOLOGY, INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-090829-PRAT.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 5.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "Software License" in Section 4 on Contract Page 8.
"If the Authorized User is a private institution, the license shall be held by that private institution."
3. Add to the definition of "Maintenance Services" in Section 8 on Contract Page 10.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Pages 17-18.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 19 Subsection E on Contract Page 20.
"In the event of any breach by a public body or a private institution, 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 to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090829-PRAT by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT 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.

NAME OF SUPPLIER

BY: Premier Assistive Technology, Inc.

Kenneth L. Bisham

NAME: _____

TITLE: PRESIDENT / CEO

DATE: July 24, 2014

COMMONWEALTH OF VIRGINIA

BY: *Day Cranston*

NAME: *Day Cranston*

TITLE: *VITA SANCY MGR*

DATE: *8/13/14*



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

August 1, 2013

Kenneth Grisham
Premier Assistive Technology

Per Section 3.A. ("Contract Term") of contract VA-090829-PRAT , the Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from September 15, 2013 through September 14, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

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

TDD VOICE -TEL. NO.
711

August 2, 2012

Kenneth Grisham
Premier Assistive Technology

Per Section 3.A. ("Contract Term") of contract VA-090829-PRAT , the Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from September 15, 2012 through September 14, 2013. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160



Section 508 Software License Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

And

Premier Assistive Technology, Inc.

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SECTION 508 SOFTWARE LICENSE CONTRACT

THIS SECTION 508 SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and Premier Assistive Technology, Inc. ("Supplier"), a corporation headquartered at 1309 N. William Street, Joliet, Illinois, 60435, to be to be effective as of the date on which all Parties have executed the Contract ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier will license certain Software products, which aid in making the following compliant with Section 508 of the Rehabilitation Act: software applications and operating systems; web applications; electronic documents; and will provide various Services to Authorized Users of the Software.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. 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 any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, 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.

F. Documentation

Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to install, implement, and make productive use of the Software.

G. Electronic Self-Help

Any use of electronic means to exercise Supplier's license termination rights, if available pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order issued hereunder.

H. Maintenance Level

The parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit C hereto. The actual Maintenance Level for a unit of Software shall be set forth in the executed order for Maintenance of that Software referencing this Contract.

I. Maintenance Period

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

J. Maintenance Services (or Maintenance)

Those Services, preventive and remedial, provided by Supplier at Authorized User's request in order to ensure continued operation of the Software. Maintenance Services shall include support services.

K. Party

Supplier, VITA, or any Authorized User.

L. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

M. Services

Any services, including installation, Software configuration, maintenance, support and training provided by Supplier under this Contract.

N. Software

The programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit A or as described on Supplier's US and International price lists in effect at time of order placement.

O. Software Publisher

The licensor of the Software provided by Supplier under this Contract.

P. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

3. TERM AND TERMINATION

A. Contract Term

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 three (3) years. VITA, in its sole discretion, may extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial three (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Software ordered during the term of the Contract may extend beyond the term of this Contract. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part.

If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part.

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Non-procurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Supplier prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Software or Services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Software or Services, and all costs of de-installation and return of such Software or Services shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of Software-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. License Grant

Supplier shall provide Software which is licensed from the Software Publisher through this Contract, including the end user licensing terms, attached hereto as Exhibit D.

Nothing contained herein shall be construed to restrict or limit an Authorized User's rights to use any technical data which such Authorized User may already possess or acquire under proper authorization from other sources.

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

B. License Type

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibits B and D and identified on any order issued pursuant to this Contract.

C. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

5. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order.

B. Installation of Software

1. Authorized User Installation of Software

Authorized Users are responsible for installation of the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Supplier agrees to provide reasonable guidance, direction and technical support to all Authorized Users to ensure successful software installation. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

C. Documentation of Software Configuration

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

6. ACCEPTANCE AND CURE PERIOD

A. Evaluation Copy of Software

Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

B. Software Acceptance

Software shall be deemed accepted when the Authorized User provides written notice of Acceptance to Supplier before the expiration of the evaluation period. Authorized User may return the Software to Supplier within 10 days after the expiration of the evaluation period with no further liability.

C. Cure Period

If problems are identified during the evaluation period, VITA can either request corrections or enhancements, or return the trial Software to Supplier without liability .

7. WARRANTY SERVICES

At any time during the Warranty Period of one year (12) months after 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 Software in accordance with the Requirements:

A. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available..

B. Coverage

Monday through Friday, 8 a.m. to 5 p.m., excluding Commonwealth holidays, 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 Software.

C. Service Levels

Respond to problems with the Software identified by an Authorized User in no more than eight (8) hours after notification. Resolve all problems according to the following:

- i). Priority 1 (Software inoperable) within two days (48) hours
- ii). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within four days (96) hours
- iii). Priority 3 (minor intermittent malfunctioning, Software able to process data) within 30 days (30) days.

The level of severity (e.g., 1, 2, 3), shall be defined mutually in writing by such Authorized User and Supplier.

D. Remedies

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to three percent (3%) of the total license fee, for each day that the Software is non-conforming, for a period of up to thirty (30) days. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days. Damages for non conformance cannot exceed the original price of the software to the Authorized User plus reasonable costs incurred in returning the software, if any.

8. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit B, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf, or a successor URL(s)).

In addition to the minimum Maintenance Services described in this section, Exhibit C provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit C defines coverage periods, response times, and restore times.

A. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of the Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

- i). Software product and number of units for which Maintenance Services shall be provided,
- ii). Maintenance Level to be provided, and
- iii). Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. 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.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product.

B. Services

At a minimum, Maintenance Services shall include the following:

1. Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit C.

2. New Releases

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit C.

3. Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit C.

4. Service Levels

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit C.

5. Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit C.

C. Renewal

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

D. Software Evolution

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher 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 Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

E. Escalation Procedures

Authorized Users shall use standard procedures (electronic mail and phone) as published in Supplier-provided documentation, including their website (www.readingmadeez.com), to report technical support issues. If unsatisfactory resolution or decision regarding a technical support issue is not achieved in a timely manner given best efforts by the Supplier, Authorized Users may escalate the request for problem resolution directly to either the Vice President of Research and Development or the President / CEO of the Supplier.

F. Remedies

In addition to any remedies described in Exhibit C, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within sixty (60) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

9. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Software and Documentation

Supplier warrants the following with respect to the Software:

- i). The Software is pursuant to a particular Request for Proposal ("RFP"), and therefore, such Software shall be fit for the particular purposes specified by VITA, and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;
- ii). If the RFP specified or Exhibit A specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of two years (2) years of the Effective Date. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by an Authorized User.

- iii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.
- iv). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of five (5) years of the date of such order;
- v). No corrections, work-arounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;
- vi). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to load/use/operate the Software without reference to any other materials or information.

C. Limited Warranty

During the warranty period of ninety (90) days, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the requirements in Exhibit A. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Software to meet the requirements in Exhibit A.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does 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 Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

E. Open Source

Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this contract.

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party's facility without significant problems due to the Software or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT

LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

10. TRAINING AND DOCUMENTATION

The license fee does not include any costs for the training of one Authorized User trainer at such Authorized User's designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Training videos and electronic HELP files are included in all Software products and serve as the baseline for self-paced training by all Authorized Users. Available optional training, and applicable pricing and discounts, are described in Exhibit B. This optional training will include additional chargeable activities such as onsite classroom training, web conferences and phone conferences. Training sessions will be designed to accommodate a maximum number of attendees in order to ensure adequate time for effective instruction to all such attendees. If the number of attendees for a specific session exceeds the stated maximum, additional chargeable sessions will need to be scheduled.

Supplier shall deliver to the Authorized User comprehensive electronic manuals that comprise the complete documentation for each Software product. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

11. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Software license(s) and Services provided herein, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Ordering

Notwithstanding all Authorized User's rights to purchase or license Supplier's products or services under this Contract, an Authorized User is under no obligation to purchase or license from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from

third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal ([eVA Home Page](#)). eVA is the Commonwealth of Virginia's e-procurement system. 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 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 Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS VITA IS THE AUTHORIZED USER.

D. Invoice Procedures

Supplier shall remit each invoice to the "bill to" address provided with the order promptly after all Software or Services have been accepted. Payment for Software support Services, including Maintenance, 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 the executed order, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Software or Service type and description
- ii). Quantity, charge and extended pricing for each Software and/or Service item
- iii). Applicable order date
- iv). This Contract number and the applicable order number
- v). Supplier's Federal Employer Identification Number (FEIN).

Any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

E. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Software has been accepted. Charges for Software or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier 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 Software 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. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance. Late charges will be assessed at a rate of 1.0% per month for remaining balances, not subject to bona fide dispute, beyond 30 days.

12. REPORTING

A. 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". A template showing the format in which the report is to be submitted and contact information for submission is available at <http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>. The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a \$0.00 total sales value) for the reporting period.

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 after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at <http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls>.

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

B. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

13. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to commercial, not including authorized resellers, or government customer of Supplier. If Supplier enters into any arrangements with another customer, including authorized resellers, 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 U.S. 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.

14. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not 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 non-disclosure contracts 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). developed independently 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

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

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

15. INDEMNIFICATION AND LIABILITY INDEMNIFICATION

A. Indemnification

- i). The Supplier shall defend, indemnify and hold harmless the Commonwealth, VITA, any Authorized User, its officers and employees, (Indemnified Parties) from and against any and all losses suffered by the Indemnified Parties and any and all claims, liabilities or penalties asserted against the Indemnified Parties by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Supplier, including actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software 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. This covenant shall survive the termination of this Agreement.

- ii). The Commonwealth, VITA, and any Authorized User cannot prospectively agree to indemnify, defend or hold Supplier harmless. However, this contract shall not prevent Supplier from exercising rights and remedies to the extent rightfully available to it under law or equity.

B. Liability

Supplier shall have unlimited liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER 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.

16. INSURANCE

In addition to the insurance coverage as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of \$1,000,000 per occurrence.

17. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their 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 the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform obligations pursuant to this Section.

18. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. Further, Supplier agrees to immediately provide to VITA a copy of the then-current source code for the Software products listed in Exhibit B. 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 this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. 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 the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

19. GENERAL PROVISIONS

A. Relationship between VITA, Authorized User, and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, to commit VITA or any Authorized User to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any 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 neither VITA nor any Authorized User is 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 or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are core contractual provisions, required by law or by VITA, that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>.

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at <http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf> are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit F hereto.

D. 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.

E. 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 such public body 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. The relevant public body 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 decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body 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 such public body's alternative dispute resolution (ADR) procedures. Supplier may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, 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.

F. Advertising and Use of Proprietary Marks

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

G. 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 US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

H. No Waiver

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

I. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. 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 VITA or Supplier 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.

J. Captions

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

K. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier 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.

L. Survival

The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

M. Force Majeure

No 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, and in addition an Authorized User may terminate any order affected by such postponement or delay.

N. Remedies

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

O. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Software 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 Software delivery or 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.

Supplier may, upon reasonable notice to VITA or Authorized Users, audit records relating to the use of the Software by VITA or Authorized Users and only for the purpose of confirming contract compliance. Records reviewed in such audits shall be treated as confidential and proprietary under the confidentiality provisions of this agreement.

P. Offers of Employment

During the first twelve (12) months of the Contract, should Supplier hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

Q. 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. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

R. 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:

- a). Exhibit A Software Functional Requirements
- b). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- c). Exhibit C Software Maintenance, Support and Escalation description
- d). Exhibit D Premier End User License Terms
- e). Exhibit E Reserved
- f). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. 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: this Contract document, Exhibit A, Exhibit B, Exhibit C, and Exhibit D, serially, and any individual order.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier
By: _____
(Signature)
Name: _____

VITA
By: _____
(Signature)
Name: _____

R. 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:

- a). Exhibit A Software Functional Requirements
- b). Exhibit B Software Product List, Software License Fee, Service Charges and Payment Schedule
- c). Exhibit C Software Maintenance, Support and Escalation description
- d). Exhibit D Premier End User License Terms
- e). Exhibit E Reserved
- f). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. 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: this Contract document, Exhibit A, Exhibit B, Exhibit C, and Exhibit D, serially, and any individual order.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier
By: Kenneth L. Grisham
(Signature)
Name: Kenneth L. Grisham
(Print)
Title: PRESIDENT / CEO
Date: 8/21/09

VITA
By: George F. Coulter
(Signature)
Name: George F. Coulter
(Print)
Title: CIO
Date: 9/15/09

Address for Notice:

Address for Notice:

PREMIER ASSISTIVE TECHNOLOGY INC.

1309 N. WILHAM ST.

JULIET, IL 60435

Attention: PRESIDENT / CEO

VITA

Attention: Contract Administrator



Premier Literacy

EXHIBIT A Contract VA-090829-PRAT



Response to Section 5 of RFP 2009-04

Contents

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Summary	Summary of Proposed Solution and Product Descriptions	1
Category 1	Products which aid in making users' access to software and operating systems compliant ...	4
Category 3	Products which aid in making users' access to electronic documents compliant ...	8

Summary

In response to VITA's RFP, Premier proposes that the Commonwealth of Virginia meet its 508/ADA digital accessibility goals by using our off the shelf **Accessibility Suite** solution. The Accessibility Suite provides end users with tools they need to access all forms of digital content (text) without needing to convert to new file types or work outside of the document's native format.

Our proposed solution can address each of the three major categories of digital information compliance:

1. Making users access to software applications and operating systems 508 compliant
2. Making users access to Web sites and Web applications 508 compliant
3. Making users access to electronic documents 508 compliant

Using the Accessibility Suite will give users real-time access – usually just by highlighting or “hovering” over text – to the following types of files and applications:

- Industry-standard format documents (i.e. WORD, RTF, TXT, HTML)
- PDF Files (on local work stations and from the Web)
- Web pages (including meta-tags, etc.)
- Spreadsheets, PowerPoint presentations and other applications encountered in the workplace
- Hard copies (though scanning)

We believe our proposed solution will provide the most cost effective and enduring approach to the large body of existing and future digital content used by employees of the Commonwealth. With our proposed solution, little or no Retrofitting of Existing documents and files would be needed, and no special treatment or formatting of standard working documents is required going forward.



Application Descriptions

The following is a short description of the different applications included in the Accessibility Suite. End-users decide which of the applications best meet their individual accessibility needs and specific work tasks.

[Premier Floating Toolbar](#) Launch the floating toolbar to place 12 powerful literacy tools at your fingertips. It is a custom toolbar designed for Microsoft Internet Explorer and Firefox.

[Universal Reader Plus](#)[®] Universal Reader Plus is a very easy-to-use utility that reads to you, and it works with virtually any application. It is ideal for reading email, Microsoft Word documents and web pages. Universal Reader Plus includes the added benefits of Premier's Language Model Information Summarization (LMIS) technology, our updated full color scanning technology and multi-lingual support.

[PDF Equalizer ML](#)[®] PDF Equalizer ML is a software solution that transforms PDF files from mere content to true study tools. Work with PDF's by highlighting text and having it read to you. With tools that allow the user to select portions of text to be read aloud, navigate complicated charts and diagrams, even save your own notes, PDF Equalizer ML is the perfect study tool when using PDF files.

[Talking Word Processor](#)[®] Talking Word Processor is a fully-functional word processing package that talks. It also includes a talking grammar check, word prediction, content summarization, highlight/extract capabilities, integrated dictionary and a variety of tools to assist in proofing your documents. All files can be saved in standard Microsoft Word format. It is an invaluable tool for teaching word processing and for general literacy.

[Text-To-Audio](#)[®] Text-To-Audio is a high-end application that can quickly and easily convert PDF files and other forms of electronic text to audio formats, including WAV and MP3. Create audio files of study notes, textbooks or classroom handouts.

[PDF Magic Pro](#)[®] PDF Magic Pro is a unique and powerful software solution for working with PDF files. PDF Magic Pro allows the user to convert all types of PDF files quickly and easily into more accessible file formats which include Microsoft Word, Rich Text Format, HTML and standard text files. Its "Exact Match" technology allows unsurpassed accuracy while retaining full page formatting, including color graphics, photos, boxes and columns.

[Text Cloner Pro](#)[®] Scanning applications with full OCR (Optical Character Recognition). This is a great companion for visually impaired users who already have screen reader software. This revolutionary one-touch scanning works with virtually any scanner. Converts printed text from a scanner with a press of a button. Scanned text appears on your computer screen.

[Talking Calculator](#)[®] Talking Calculator is a fully functional talking calculator that works with or without a screen reader. Easy to use with large keys and contrasting colors, it displays your entries and your results as you work.

[Magnify It](#)[®] A magnification utility that turns your mouse into a magnifier. It has adjustable magnification size and levels. It can be toggled ON and OFF with a single keystroke.



[E-Text Reader](#)[®] The E-Text Reader is designed to help those who have trouble reading or comprehending the printed word. There are thousands of literature titles now available in electronic format. This reader will read (using digital voices) the electronic version of books (“E-Books, or E-Text”) to you. The E-Text Reader can read any document in Standard Text, MS Word, RTF (“Rich Text Format”) and HTML formats.

[Scan and Read Pro](#)[®] Scan and Read Pro is a fully powered scanning application that creates an electronic file for documents you scan. Works with virtually all flatbed USB scanners, all-in-one units and those with automatic document feeders (ADF). Easy-to-use controls get you up and running quickly. It comes complete with voice capabilities for reading, multi-lingual support and summarization features.

[Ultimate Talking Dictionary](#)[®] The Ultimate Talking Dictionary is a comprehensive and unabridged dictionary AND thesaurus that contains more than 250,000 words and definitions that can be read to you. It includes references to historical people, places, technical jargon and slang and will work with any computer application. With our new INTERLINK technology, relational word linking allows the user to search by idea or concept.

[Premier Predictor Pro](#)[®] Premier Predictor Pro – P3 – is a talking word prediction program that will work with virtually every program on your computer where typing is required. Predictor Pro will display a probable word list next to words as you type.

[PDF Builder](#)[®] Premier PDF Builder makes combining and manipulating PDF files easy. PDF Builder will do everything from creating PDF files from your own documents to capturing scans from your scanner and putting them directly into a PDF file. You can also merge two PDF files, delete pages from a PDF file, and even export a PDF file into six different formats. PDF files are a great way of distributing documents, but previously it was difficult to make changes to PDF files unless you had Adobe[®] Acrobat[®]. Now Premier PDF Builder lets you easily make changes to PDF files.



Category 1: Products which aid in making users’ access to software and operating systems compliant

These are products that help agencies bring their software applications and operating systems into compliance with Virginia’s Information Technology Accessibility Standard (GOV103-00) (or to create new compliant software applications). (Note: Web application accessibility products are covered in Category 2 below.) Such products include (but are not limited to):

- Products that analyze applications and operating systems for compliance and provide detailed reports regarding missed requirements
- Products that correct (or suggest corrections to) compliance problems it finds in analyzed applications
- Products that make it easier for developers to bring applications into compliance (e.g. an integrated development environment (IDE) that creates compliant applications or an IDE plug-in).
- Products to make compliant software, which lies on top of an existing application or operating systems, interface to make the application or operating system compliant. (e.g. a screen reader).

#	Requirement	A (Y/F/N)	B (comments)
	Commonwealth of Virginia STANDARDS		
1.	Is the product written in a language identified in Table APP-S-01 of the Commonwealth’s Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? List and describe the language used.	Y	Visual Basic C++ PowerBuilder
2.	Does the product run on a platform identified in Table PLA-S-01, Table PLA-S-08, or Table PLA-S-09 of the Commonwealth’s Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? For each product offering list and describe the platform(s) used.	Y	Workstations and servers running on Windows XP – SP2 or Vista.
3	Does the product run on a Database Management System (DBMS) identified in Table DB-S-01 of the Commonwealth’s Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? Identify the DBMS the product utilizes.	Y	Some applications use SQL databases
4.	If the product uses a DBMS, is the data normalized? Please describe to what level.	Y	Third normal form.



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5.	<p>Can you provide a Voluntary Product Accessibility Template (VPAT), located in the Commonwealth of Virginia IT Accessibility Standard?</p> <p>Please provide a VPAT and provide an explanation to questions with answers other than yes or no and be specific.</p>	Y	VPAT attached.
6.	<p>Is the product a Commercial Off the Shelf Software (COTS) solution, i.e., a software package that is ready to implement without additional software design and programming?</p> <p>Please describe.</p>	Y	Premier will bundle several of its software applications into a suite that will provide text to speech, translation and PDF document accessibility in a single package for users with a variety of disabilities and fluency issues.
7.	<p>Will your company work with designated VITA staff to submit a VITA Architectural Review (VAR)¹ application for approval prior to contract signing?</p> <p>Please describe.</p>	Y	Our technical staff will work with VITA technical staff to provide information or guidance as needed.
8.	<p>Is your product Internet based/server based/thin client? (versus a thick client/installed on individual PCs)</p> <p>Please describe.</p>	Y	Applications can be run via individual workstations (Windows PCs, XP, Vista, Macintosh), over Windows based networks.
	OPERATIONAL AND MAINTENANCE		
9	<p>Do you have a system or procedure for product updates and/or releases?</p> <p>Please describe and include how releases and revisions are tested, distributed, and installed.</p>	Y	Development testing is done internally by Premier. Customers are notified about relevant upgrades and enhancements by multiple methods including email, press releases and fax. Updates are not forced. Updates are sent to customers upon request. Customers are responsible for installation with guidance and support from Premier technical service as needed.
10.	<p>Does your product have support services and options?</p> <p>Please describe.</p>	Y	Included in annual fee.
11.	<p>Does your product have formal service escalation for problem resolution?</p> <p>Please describe escalation and problem resolution procedures?</p>	Y	Level 1 - Email support/Direct connection to technical specialist. Level 2 - Phone technical support (8am – 6 pm Eastern M-F)/Direct connection to technical specialist. Level 3 – Internal escalation by Premier tech specialists to senior product engineers for resolution.



Premier Literacy

12.	<p>Do you provide updates regarding outstanding problems, fixes, modifications, and improvements to the customer?</p> <p>Please describe.</p>	Y	<p>Customers are notified about reported problems, fixes or modifications that affect them directly. All issues remain open until resolution. We update customers until the problem is resolved.</p>
TRAINING			
13.	<p>Do you have a user training plan?</p> <p>Please describe.</p> <p>Please submit a user training plan that is optioned for levels of training and a schedule.</p> <p>Include training costs in Section 7, "Pricing."</p>		<p>We have a user training plan that takes users through all of the primary functions of our software. Training is self paced and mastery based. We also have Full day and half day training sessions for onsite delivery – both end user and train the trainer.</p> <p>Additional resources include:</p> <ul style="list-style-type: none"> - User guides - Quick start guides - User Shortcut lists - Videos and self-paced learning modules - E-learning/webinar
REMEDATION			
14..	<p>Does your product perform automatic remediation of accessibility problems it encounters?</p> <p>Please describe.</p>	N	
15.	<p>Does your product track remediation from session to session?</p> <p>Please describe.</p>	N	
GENERAL FEATURES			
16.	<p>Does your product support end users with disabilities?</p> <p>Please describe.</p>	Y	<p>Premier's products are specifically designed to support users with a variety of vision, reading and language based disabilities. The applications are designed to provide access to electronic documents, spreadsheets, applications and websites.</p> <p>Our software is used by children and adults with dyslexia, low vision, blind, other reading and writing communications disabilities and language proficiency.</p> <p>Our applications are compatible with Jaws and other screen reading technologies. We also provide tools specifically targeted to the needs of the majority of blind users.</p>



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17.	Does your product support Windows authentication and access protocols? Please describe.	Y	100% compatible with Windows authentications and access protocols. We do not bypass or work around any Windows Operating System capabilities or functionality.
18.	Have you taken steps with your products usability features to simplify their use for the largest number of users? Please describe.	Y	Design practices focus on minimizing the number of clicks and key strokes needed to execute any function.
19.	Does your product have additional features that we have not addressed in the above questions? Please describe.	Y	<p>Multi-Lingual Translation Technology: Translate Dynamically!</p> <p>Premier applications allow you to translate text dynamically. This tool can be used to read in another language and for anyone who has English as a Second Language (ESL).</p> <p>Premier’s products also support text to speech in multiple languages for non-English speakers.</p> <p>Language Model Information Summarization (LMIS)</p> <p>The LMIS feature is Premier's unique information summarization technology that lets you quickly summarize the information in a document, whether it's a range of pages or an entire document. This powerful tool is constructed using language model algorithms developed by Premier Literacy and can be dynamically adjusted to meet your needs.</p> <p>LMIS lets you quickly and efficiently digest large volumes of text-based content and identify the essential ideas of any publication.</p> <p>PDF Notes Function.</p> <p>The PDF Equalizer can open up any version of a PDF file <i>without going through a conversion or import process</i> – simply open them as you would any other file.</p> <p>The built-in NOTES function lets you take notes and have those notes “synchronized” with the PDF page. This means that notes you took on page 57 are displayed when you go to page 57. The NOTES features also has a built-in word processor that lets you type in any information you want. You can even copy images, formulas, charts and tables from your PDF book into your notes. The VIEW ALL NOTES feature lets you see all of your notes in a single document, which you can print or save.</p>



Category 3: Products which aid in making users' access to electronic documents compliant

These are software products that help agencies make existing and future common electronic documents compliant with Virginia's Information Technology Accessibility Standard (GOV103-00). Common electronic documents include (but are not limited to):

1. Portable Document Format (PDF)
2. Word documents
3. PowerPoint presentation
4. Excel spreadsheets
5. Hypertext Markup Language

A given product need not cover all document types. Remediation might entail creating an accessible alternative format instead of making the original document compliant. Products include (but are not limited to):

- Products that test and report on the compliance of existing documents
- Products that update existing documents so they become compliant (or creates alternate accessible versions)
- Products that enable users to more easily create compliant documents

#	Requirement	A (Y/F/N)	B (comments)
1.	Is the product written in a language identified in Table APP-S-01 of the Commonwealth's Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? List and describe the language used.	Y	Visual Basic C++ PowerBuilder
2.	Does the product run on a platform identified in Table PLA-S-01, Table PLA-S-08, or Table PLA-S-09 of the Commonwealth's Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? List and describe the platform(s) used.	Y	Workstations and servers running on Windows XP – SP2 or Vista.
3.	Does the product run on a DBMS identified in Table DB-S-01 of the Commonwealth's Enterprise Technical Architecture Standard (ITRM Standard EA225-00)? Identify the DBMS the product utilizes.	Y	Some applications use SQL databases
4.	Does the DBMS listed above normalize the data? Please describe to what level.	Y	Third normal form.



Premier Literacy

#	Requirement	A (Y/F/N)	B (comments)
5.	Can you provide a Voluntary Product Accessibility Template (VPAT), located in the Commonwealth of Virginia IT Accessibility Standard? Please provide a VPAT and provide an explanation to questions with answers other than yes or no and be specific.	Y	VPAT attached.
6.	Is the product a Commercial Off the Shelf Software (COTS) solution, i.e., a software package that is ready to implement without additional software design and programming? Please describe.	Y	Premier will bundle several of its software applications into a suite that will provide text to speech, translation and PDF document accessibility in a single package for users with a variety of disabilities and fluency issues.
7.	Will you company work with designated VITA staff to submit a VITA Architectural Review (VAR) prior to contract signing?	Y	Our technical staff will work with VITA technical staff to provide information or guidance as needed.
8.	Is your product Internet based/server based/thin client? (versus a thick client/installed on individual PCs) Please describe.	Y	Applications can be run via individual workstations (Windows PCs, XP, Vista, Macintosh), over Windows based networks.
	TRAINING		
9.	Do you have a user training plan? Please describe. Please submit a user training plan that is optioned for levels of training, and a schedule. Please include training costs in Section 7, "Pricing".	Y	We have a user training plan that takes users through all of the primary functions of our software. Training is self paced and mastery based. We also have Full day and half day training sessions for onsite delivery – both end user and train the trainer. Additional resources include: <ul style="list-style-type: none"> - User guides - Quick start guides - User Shortcut lists - Videos and self-paced learning modules - E-learning/webinar
	OPERATIONAL AND MAINTENANCE		
10.	Do you have a system or procedure for product updates and/or releases? Please describe.	Y	Development testing is done internally by Premier. Customers are notified about relevant upgrades and enhancements by multiple methods including email, press releases and fax. Updates are not forced. Updates are sent to customers upon request. Customers are responsible for installation with guidance and support from Premier



#	Requirement	A (Y/F/N)	B (comments)
			technical service as needed.
11.	Does the product have support services and options? Please describe.	Y	Included in annual fee.
12.	Do you have formal service escalation and problem resolution procedures for this product? Please describe.	Y	Level 1 - Email support/Direct connection to technical specialist. Level 2 - Phone technical support (8am – 6 pm Eastern M-F)/Direct connection to technical specialist. Level 3 – Internal escalation by Premier tech specialists to senior product engineers for resolution.
13.	Do you provide updates regarding outstanding problems, fixes, modifications and improvements for this product to your customers? Please describe.	Y	Customers are notified about reported problems, fixes or modifications that affect them directly. All issues remain open until resolution. We update customers until the problem is resolved.
	PRODUCT FEATURES/CONFIGURATION		
14.	Can certain files or directories be excluded? Please describe.	N	Access to files is controlled by local or network security protocols and not our applications.
15.	Can the product be configured to access pages that require a password? Please describe.	N	We do not limit access to products beyond workstation or network security. We do not decrypt or remove passwords.
16.	Can the product be configured to access pages that require a form to be filled out and/or a certain input or user action to reach? Please describe.	Y	Users can open any industry standard format file, work in the file directly and save changes. Supports all of the following formats: <ol style="list-style-type: none"> 1. Portable Document Format (PDF) 2. Word documents (rtf, doc, docx) 3. PowerPoint presentation 4. Excel spreadsheets 5. Hypertext Markup Language (stand alone documents and web pages) 6. Unformatted text (.txt files)



Premier Literacy

#	Requirement	A (Y/F/N)	B (comments)
17.	Can lists of files and/or settings be saved so they need not be set or generated in subsequent uses of your product? Please describe.	N/A	Products work with documents in their native formats. Accessibility does not depend on modified or specialized versions of the files. No prior conversions are required to access the files.
18.	Can the product process multiple documents at once? Please describe.	Y	
19.	Can the product create a summary of the compliance of the batch documents in addition to providing detail on each document? Please describe.	N	
20.	Can the product search an online directory/site for documents to analyze? Please describe.	N	
21.	Does your product address the documents logical reading order? Please describe.	Y	Users are working with the files in their native formats, navigating based on standard pagination and normal reading order.
22.	Does your product test for color blindness and appropriate contrast? Please describe.	N	
23.	Can your product analyze and/or correct files on a protected LAN or intranet? Please describe.	N	
PRODUCT REPORTS			
24.	Can the product provide a screen shot and list the items addressed? Please describe.	N	
25.	Does the product generate reports for printing and/or turned into a single file distribution? Please describe.	N	



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#	Requirement	A (Y/F/N)	B (comments)
	REMIEDIATION		
26.	Does your product perform automatic remediation of accessibility problems it encounters? Please describe.	N	
27.	Does your product suggest fixes to encountered problems? Please describe.	N	
	GENERAL FEATURES		
28.	Does the product support end users with disabilities? Please describe.	Y	<p>Premier's products are specifically designed to support users with a variety of vision, reading and language based disabilities. The applications are designed to provide access to electronic documents, spreadsheets, applications and websites.</p> <p>Our software is used by children and adults with dyslexia, low vision, blind, other reading and writing communications disabilities and language proficiency.</p> <p>Our applications are compatible with Jaws and other screen reading technologies. We also provide tools specifically targeted to the needs of the majority of blind users.</p>
29.	Does the product support Windows authentication and access protocols? Please describe.	Y	100% compatible with Windows authentications and access protocols. We do not bypass or work around any Windows Operating System capabilities or functionality.
30.	Are there additional features of the product that we have not addressed in the above questions? Please describe.	Y	<p>Multi-Lingual Translation Technology: Translate Dynamically!</p> <p>Premier applications allow you to translate text dynamically. This tool can be used to read in another language and for anyone who has English as a Second Language (ESL).</p> <p>Premier's products also support text to speech in multiple languages for non-English speakers.</p> <p>Language Model Information Summarization (LMIS)</p> <p>The LMIS feature is Premier's unique information summarization technology that lets you quickly summarize the information in a</p>



#	Requirement	A (Y/F/N)	B (comments)
			<p>document, whether it's a range of pages or an entire document. This powerful tool is constructed using language model algorithms developed by Premier Literacy and can be dynamically adjusted to meet your needs.</p> <p>LMIS lets you quickly and efficiently digest large volumes of text-based content and identify the essential ideas of any publication.</p> <p>PDF Notes Function.</p> <p>The PDF Equalizer can open up any version of a PDF file <i>without going through a conversion or import process</i> – simply open them as you would any other file.</p> <p>The built-in NOTES function lets you take notes and have those notes “synchronized” with the PDF page. This means that notes you took on page 57 are displayed when you go to page 57. The NOTES features also has a built-in word processor that lets you type in any information you want. You can even copy images, formulas, charts and tables from your PDF book into your notes. The VIEW ALL NOTES feature lets you see all of your notes in a single document, which you can print or save.</p>
31.	<p>Have you taken steps with your product’s usability features to simplify their use for the largest number of users?</p> <p>Please describe.</p>	Y	<p>Design practices focus on minimizing the number of clicks and key strokes needed to execute any function.</p>

EXHIBIT B									
Contract VA-090829-PRAT									
Products for Section 508 Compliance RFP 2009-04 PRICE SUBMITTAL									
LIST PRODUCT/CATEGORY	SINGLE-USER LICENSE COST VOLUME 1-25	SINGLE-USER LICENSE COST VOLUME 26-100	SINGLE-USER LICENSE COST VOLUME 101 - 200	SINGLE-USER LICENSE COST VOLUME 201 - 500	SINGLE-USER LICENSE COST VOLUME 501 - 1000	MAINTENANCE/ SUPPORT COMBINED AFTER FIRST YEAR	SUPPORT (COMBINED WITH MAINTENANCE)	OTHER AFTER FIRST YEAR	
ACCESSIBILITY SUITE	\$380.00	\$360.00	\$325.00	\$275.00	\$225.00	ANNUAL FEE IS 15% OF PURCHASE PRICE	\$0	NONE	
Call for quote for volume > 1000									
<p>NOTE 1: LICENSE DOES NOT INCLUDE INSTALLATION. USER IS RESPONSIBLE FOR ALL INSTALLATION. LICENSE INCLUDES SOFTWARE CONFIGURATION (if appropriate) MAINTENANCE, SUPPORT AND VERSION UPGRADES FOR ONE YEAR. SUPPORT MUST BE AVAILABLE DURING NORMAL BUSINESS HOURS 8:00 - 5:00PM ET PERSUANT TO SLA'S AS DEFINED IN APPENDIX A. SUPPLIER MUST ALSO PROVIDE COST OF MAINTENANCE (INCLUDING VERSION UPGRADES AND SUPPORT) SUBSEQUENT TO THE FIRST YEAR.</p>									
<p>Note 2: Network or multi-site licensing and pricing available based on specific requirements and installation details.</p>									
<p>NOTE 3: PROVIDE COST ASSOCIATED WITH APPROPRIATE LEVEL OF RECOMMENDED TRAINING TO PROPERLY USE PROPOSED PRODUCT</p>									
TRAINING (classroom)		\$2250.00 per day (all expenses included) to train up to 25 persons - for onsite training at user facilities - Train-the-Trainer and primary users							
		\$1,100 per 1/2 Day Onsite overview training recommended for all IT and Network Administrators, supervisors and staff.							
		Basic training videos are included in the HELP menu of all products (no additional charge)							
<p>NOTE3: IF APPROPRIATE, SUPPLIER MAY PROVIDE OTHER PRICING FORMATS WITH A DETAILED EXPLANATION WHICH VITA MAY EVALUATE</p>									
<p>Please list below any additional services that you will include based on pricing submitted in addition to those outlined above.</p>									

EXHIBIT C

Response to RFP 2009-04

MAINTENANCE, SUPPORT AND ESCALATION

Maintenance:

Many of our customers traditionally view “maintenance and support” in the same vein.....all part of the broader generalized concept of customer “service”...which is why we typically mention the terms in the same breadth.

the entire portfolio of Premier Literacy tools is under continuous review and new upgrades and releases are published throughout any running 12-month period. There is no pre-determined release schedule for any upgrades, because such upgrades are based on a variety of inter-related factors such as (but not limited to):

- emerging new technologies
- feedback from marketplace professionals and practitioners
- internal Premier decisions to add new product functionality

As these product enhancements are “released” to the public, customers are notified of their availability and then the decision rests with the customer to make their own decision regarding requesting any product updates. We never unilaterally send any product updates (unannounced) to any customers. That is always a customer-driven request.

Support:

Services for technical support are included in annual fee. Support services are structured as follows:

- **Email support** with direct connection to technical specialist, for all users from 8 am to 8 pm EST Monday – Friday, and 10 am to 2 pm EST Saturday. The average response time for email support is less than 4 hours. All emails should expect a response within 8 hours or the NEXT BUSINESS DAY (Mondays – Fridays, excluding holidays).

***IMPORTANT!!** Some email systems may have “spam” filters/blockers. In order to receive email from Premier Literacy, customer email systems must be able to accept email from the domain **readingmadeeasy.com**. Customers must coordinate this access with their internal technical support staff or email service provider.*

- **Phone support** (8am – 6 pm Eastern M-F) with direct connection to technical specialist. In the event a support technician is unavailable to immediately answer a call, callers will be routed to Premier’s voice mail system to leave a message. Replies to voice messages will be within 24 hours of the NEXT BUSINESS DAY (Mondays – Fridays, excluding holidays). Phone calls will only be returned during support hours. Premier Literacy will attempt to return calls twice. If no one can be reached, a message will be left for the original caller.

- **Software support.** Premier Literacy provides technical support for the two most current versions of the products. Patches and upgrades will only be provided for the **current version** of any products.

NOTE: Technical support from Premier Literacy is NOT available for other 3rd-party vendor technologies such as operating systems, software applications or hardware.

Training. A limited number of specific questions about a product will be answered. Wholesale training on use of Premier products is NOT provided over the phone or via email. To assist with training, Premier Literacy provides training videos and manuals for every product we sell, free of charge. Users are strongly encouraged to [view the short training videos](#) for each product BEFORE you begin using any individual product. Additional formal, onsite instruction is available for a fee to provide full training in product.

Escalation Procedures:

Authorized Users shall use standard procedures (electronic mail and phone) as published in Supplier-provided documentation, including their website (www.readingmadeez.com), to report technical support issues. If unsatisfactory resolution or decision regarding a technical support issue is not achieved in a timely manner given best efforts by the Supplier, Authorized Users may escalate the request for problem resolution directly to either the Vice President of Research and Development or the President / CEO of the Supplier.

EXHIBIT D
RFP 2009-04
Premier Assistive Technology, Inc.
End User License Agreement - All Products

Definitions.

"Software" means (a) all of the contents of the files, download packages, disk(s), CD-ROM(s) or other media (including electronic media) with which this Agreement is provided or such contents as are hosted by Premier Assistive Technology or its distributors, resellers, or other business partners (collectively "Authorized Partner(s)"), including but not limited to (i) Premier Assistive Technology or third party computer information or software; (ii) related explanatory materials in printed, electronic, or online form, including information on the term of your license ("Documentation"); and (b) upgrades, modified or subsequent versions and updates (collectively "Updates"), of the Software, if any, licensed to you by Premier Assistive Technology or an Authorized Partner as part of a maintenance contract or service subscription.

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