Commonwealth of Virginia
Virginia Information Technologies Agency

AUDIO VIDEO PRODUCTS & SERVICES

Date:	April 18, 2016
Contract:	VA-110502-AVIS
Authorized User:	All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes 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.
Supplier:	Audio Visual Innovations, Inc. 9701 Philadelphia Court Suite J Lanham, MD 20706-4433 www.avispl.com
FIN:	59-1958935
Contacts:	Gil Sylvia, Account Manager Voice: 804-548-3753 Fax: 804-741-3363 Email: gil.sylvia@avispl.com Jason Nast, Education Account Manager - VA, DC Voice: 703-677-5501 Fax: 301-306-7540 Email: Jason.Nast@avispl.com Frank Zblewski, Project Manager Email: Frank.zblewski@avispl.com
Term:	May 2, 2016 – June 1, 2016
Pricing:	Exhibit C
Payment:	Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Greg Scearce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: Gregory.scearce@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/contractBrowse.cfm?qsCat-1000042

CONTRACT #VA-110502-AVIS
EXTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Updated Supplier's contact information	12/18/12
2	Extends contract term	05/02/13
3	Corrects Supplier's name	07/26/13
4	Extends contract term	05/02/14
5	Updated Supplier's contact information and FIN Number	07/21/14
6	Mod 1 adds clauses to clarify/define certain terminology used in the contract	10/02/14
7	Extends contract term	05/02/15
8	Removed Amanda Whitt as Acct Mgr contact per email request	01/13/16
9	Added replacement for Acct Mgr contact per email request	01/14/16
10	Mod 2 extends the contract term for a month	05/02/16

Modification No. 2

TO
CONTRACT NO. VA-110502-AVIS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
Audio Visual Innovations Inc

This Modification No. 2 is an agreement between the Commonwealth of Virginia, herein referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Audio Visual Innovations Inc., herein referred to as "Contractor". This Modification is hereby incorporated into and made an integral part of Contract No. VA-110502-AVIS (the Agreement).

The purpose of this Modification is to document both parties' agreement to modify the Contract as follows:

> **The term of the contract is extended under the same terms for the period beginning May 2, 2016 through June 1, 2016.**

The foregoing is the complete and final expression of the parties' agreement to modify Contract No. VA-110502-AVIS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

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.

Audio Visual Innovations Inc	**COMMONWEALTH OF VIRGINIA**
BY:	BY:
NAME: Steve Benjamin	NAME: GREGORY SLEARLE
TITLE: Executive Vice President	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 04/12/2016	DATE: 4. 15. 16

COMMONWEALTH of VIRGINIA

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

Eric R. Link
Interim Chief Information Officer
Email: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

April 15, 2015

Jason Nast
Audio Visual Innovations Inc
9701 Philadelphia Court
Suite J
Lanham Maryland 20706

Mr. Nast,

Per Section 3.A. ("Term and Termination") of contract VA-110502-AVIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from May 2, 2015 through May 1, 2016 Should you have any questions, please feel free to contact me.

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

MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-110502-AVIS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
AUDIO VISUAL INNOVATIONS INC

This MODIFICATION No. 1. is hereby incorporated into and made an integral part of Contract VA-110502-AVIS.

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 C5.
   "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 "Work Product" in Section 2 Subsection Z on Contract Page C7.
   "If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, any license to pre-existing work hall be held by, and all rights in, title to, and ownership of Work Product shall vest with that institution.

3. Add to the definition of "Reimbursement of Expenses" in Section 5 Subsection B on Contract Page C10.
   "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 the Supplier's pre-approved travel expenses."

4. Add to the definition of "Indemnification" in Section 12 Subsection A on Contract Page C14-C15.
   "In the event of a settlement between Supplier and privative 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 "Hardware-related (System and Third-Party) Software License" in Section 17 Subsection E on Contract Page C26.
   "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. *If Authorized User is private institution, the license shall be held by that private institution."*

6. Add to the definition of "Software License (Non-Hardware Related)" in Section 18 on Contract Page C27.
"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. *If Authorized User is private institution, the license shall be held by that private institution.*"

7. Add to the definition of "Dispute Resolution" in Section 19 Subsection E on Contract Page C35.
"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-110502-AVIS 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.

AUDO VISUAL INNOCATIONS INC	COMMONWEALTH OF VIRGINIA
BY:	BY: Day Crenshaw
NAME: Steve Benjamin	NAME: Day Crenshaw
TITLE: Executive Vice President	TITLE: VITA Sourcing mgr.
DATE: 9/29/2014	DATE: 10/2/14

COMMONWEALTH of VIRGINIA

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

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

TDD VOICE -TEL. NO.
711

April 10, 2014

AVI-SPL, Inc.
9701 Philadelphia Court
Suite J
Lanham, MD 20706-4433

Contact Person: Jason Nast & Frank Zblewski

Per Section 3.A. ("Term and Termination") of contract VA-110502-AVIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/02/14 through 5/01/15. 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
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

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

TDD VOICE -TEL. NO.
711

April 1, 2013

AVI-SPL, Inc.
9701 Philadelphia Court
Suite J
Lanham, MD 20706-4433

Contact Person: Jason Nast & Frank Zblewski

Per Section 3.A. ("Term and Termination") of contract VA-110502-AVIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from 5/02/13 through 5/01/14. Should you have any questions, please feel free to contact me.

Respectfully,

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

Statewide Audio Visual Products and Services
Information Technology Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

AVI-SPL, INC.

STATEWIDE AUDIO VISUAL PRODUCTS and SERVICES
INFORMATION TECHNOLOGY CONTRACT
TABLE OF CONTENTS

1. PURPOSE 5
2. DEFINITIONS 5
   A. Acceptance 5
   B. Agent 5
   C. Authorized Users 5
   D. Computer Virus 5
   E. Confidential Information 5
   F. Configuration Design Services 5
   G. Deliverable(s) 5
   H. Documentation 5
   I. Electronic Self-Help 6
   J. Maintenance Level 6
   K. Maintenance Period; Maintenance Coverage Period (MCP) 6
   L. Maintenance Services (or Maintenance) 6
   M. Operating Condition 6
   N. Party 6
   O. Product(s) 6
   P. Receipt 6
   Q. Requirements 6
   R. Response Time 6
   S. Service (s) 6
   T. Software 6
   U. Software Publisher 6
   V. Software Update 7
   W. Statement of Work 7
   X. Supplier 7
   Y. System Software 7
   Z. Work Product 7
3. TERM AND TERMINATION 7
   A. Contract Term 7
   B. Termination for Convenience 7
   C. Termination for Breach or Default 7
   D. Termination for Non-Appropriation of Funds 8
   E. Effect of Termination 8
   F. Transition of Services 8
   G. Contract Kick-Off Meeting 8
   H. Contract Closeout 9
4. SUPPLIER PERSONNEL 9
   A. Selection and Management of Supplier Personnel 9
   B. Supplier Personnel Supervision 9
   C. Subcontractors 9
5. FEES, ORDERING AND PAYMENT PROCEDURE 9
   A. Fees and Charges 9
   B. Reimbursement of Expenses 10
   C. Statement of Work (SOW) 10
   D. Ordering 10
   E. Purchase Price and Price Protection 11
   F. Supplier Quote and Request for Quote 11
   G. Change Orders 11

H. Invoice Procedures 12
I. Purchase Payment Terms 12
J. Universal Service Fund 12
6. REPORTING 12
A. Supplier's Report of Sales and Industrial Funding Adjustment 12
B. Small Business Participation 13
7. STEERING COMMITTEE 13
8. AUTHORIZED USER SELF-SUFFICIENCY 13
9. ESCROW AGREEMENT 13
10. COMPETITIVE PRICING 13
11. CONFIDENTIALITY 14
A. Treatment and Protection 14
B. Exclusions 14
C. Return or Destruction 14
D. Confidentiality Statement 14
12. INDEMNIFICATION AND LIABILITY 14
A. Indemnification 14
B. Liability 15
13. INSURANCE 16
14. SECURITY COMPLIANCE 16
15. IMPORT/EXPORT 16
16. BANKRUPTCY 16
17. HARDWARE-SPECIFIC PROVISIONS 17
A. Delivery, Installation and Acceptance 17
B. Product Support and Additional Services 18
C. Warranty and Remedy 20
D. Scope of Use 26
E. Hardware-related (System and Third-Party) Software License 26
F. Supplier-Sponsored Product Promotions 27
18. SOFTWARE LICENSE (NON-HARDWARE RELATED) 27
A. Software Licensed by Supplier 27
B. Delivery and Installation 29
C. Acceptance and Cure Period 29
D. Warranty Services 30
E. Maintenance Services 31
F. General Warranty 32
G. Training and Documentation 34
H. Reproduction Rights 34
I. Evaluation Copy of Software 34
J. Alternate Channel Participation (Resellers/Distributors) 34
19. GENERAL PROVISIONS 34
A. Relationship Between VITA and Authorized User and Supplier 34
B. Incorporated Contractual Provisions 34
C. Compliance with the Federal Lobbying Act 35
D. Governing Law 35
E. Dispute Resolution 35
F. Advertising and Use of Proprietary Marks 35
G. Notices 36
H. No Waiver 36
I. Assignment 36
J. Captions 36
K. Severability 36
L. Survival 36
M. Force Majeure 36
N. Remedies 36
O. Right to Audit 36

P. Contract Administration **37**
Q. Entire Contract **37**

STATEWIDE AUDIO VISUAL PRODUCTS AND SERVICES INFORMATION TECHNOLOGY CONTRACT

THIS STATEWIDE AUDIO VISUALL PRODUCT and SERVICES INFORMATION TECHNOLOGY 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, and AVI-SPL Inc. ("Supplier"), a corporation headquartered at 100 Carpenter Dr., Suite 204, Sterling, VA 20164, to be effective as of May 2, 2011 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase of Hardware Products, Software and related accessories, supplies, Services and Maintenance for the Commonwealth's Audio Visual Device needs, to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance of all Services and Deliverables at the location(s) designated and, if applicable, successful Acceptance testing in conformance with the Requirements, as set forth in this Contract and by an Authorized User in the applicable order or Statement of Work.

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 or Statement of Work 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. Configuration Design Services

Services provided by Supplier to Authorized Users to design and develop audio visual and video teleconferencing solutions.

G. Deliverable(s)

The tangible embodiment of the Products, Software, and/or Services including the development or creation of Work Product and provision of required management, administrative and technical reports, documents, Documentation, plans, drawings, schematics, and media, provided by Supplier as identified in this Contract and/or any applicable order or Statement of Work issued under this Contract.

H. Documentation

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

self-sufficiency with regard to the Deliverables obligated under this Contract and as may be specified in an order or Statement of Work issued under this Contract.

I. Electronic Self-Help
Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order or Statement of Work placed hereunder.

J. 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 the Contract. The actual Maintenance Level for a unit of Product or Software shall be set forth in the executed order or SOW for Maintenance of that Product or Software referencing this Contract.

K. Maintenance Period; Maintenance Coverage Period (MCP)
The term during which Maintenance is to be provided for a unit of Product or Software.

L. Maintenance Services (or Maintenance)
Those preventive, remedial and support Services and Software Updates, provided by Supplier at Authorized User's request in order to ensure continued operation of the Product, or Software.

M. Operating Condition
That condition which allows a Product or Software to function in a normal, acceptable working manner, as designed by the Product manufacturer or Software Publisher.

N. Party
Supplier, VITA, or any Authorized User.

O. Product(s)
Hardware, peripherals, and any other equipment, including the hardware's system Software, all upgrades, all applicable user Documentation and related accessories as set forth in this Contract.

P. Receipt
An Authorized User or its Agent has physically received any Deliverable at the correct "ship-to" location.

Q. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Products, Software, Services , and/or other Deliverables as set forth in Exhibit C and such other parameters, characteristics, or performance standards that may be agreed upon in writing by VITA and Supplier or the Parties to an order or Statement of Work issued hereunder. [In case of conflict, see the Entire Contract clause for order of precedence.]

R. Response Time
The time between Supplier's receipt of Authorized User's request for Maintenance support and the time Supplier commences repair or remediation.

S. Service (s)
Any work performed or Services provided by the Supplier to VITA or any Authorized User under this Contract including but not limited to, configuration design, installation, testing, Configuration Design, support, maintenance, and training. This Contract shall not provide for consulting or professional services or services that might result in the creation of Work Product.

T. Software
The programs and code, and any subsequent modifications or releases of such programs and code, excluding Work Product, provided by Supplier under this Contract.

U. Software Publisher
The licensor of any Software, or the hardware Product's System Software, provided by Supplier under this Contract.

V. Software Update

Any Software patch, fix, upgrade, update, enhancement, new release, or access mode, including, without limitation, modifications to the Software which can increase the speed, efficiency, or base of operation of the Software or add additional capabilities to or otherwise improve the functionality of the Software, which are to be provided by Supplier under this Contract as set forth in the Contract and any Authorized User's order or SOW. Excluding any Software Update provided for general release, and unless otherwise stated in the Contract, any Software Update developed by Supplier or any other third Party, using Commonwealth funds, shall be deemed Work Product.

W. Statement of Work

Any document in substantially the form of Exhibit D (describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Products, Software and/or Services to an Authorized User), which, upon signing by both Parties, shall be deemed a part of this Contract.

X. 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).

Y. System Software

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

Z. Work Product

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product") discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract or any order issued hereunder. Work Product shall not include configuration of software.

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 two (2) years. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or Statement of Work (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 the Services and Deliverables pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User and Supplier has received formal Acceptance from the Authorized User. Supplier shall not include any automatic renewal provisions in any maintenance agreement, or software license as part of any order or SOW between an Authorized User and the Supplier or Supplier's OEM, if the Supplier is a reseller of the Product(s) or Software.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, 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 or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, 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 or SOW 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 or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, 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 or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or 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, and VITA shall provide written notice to Supplier of such termination. 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 this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an 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, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Services and Deliverables rendered by Supplier and Accepted by the Authorized User prior to the termination date.

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

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 the Authorized User, its Agent(s) or any follow-on Supplier(s). 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 the 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 the Contract 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. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

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

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its Agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

C. Subcontractors

Supplier shall not use subcontractors to perform any portion of this Contract or any order or SOW issued under this Contract unless specifically authorized in writing to do so by VITA or the Authorized User, respectively. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract any portion of the work pursuant to such order or SOW to any subcontractor that is a Party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract any portion of the work to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

5. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Products, Software, Services and Deliverables provided hereunder, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit C, 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. Reimbursement of Expenses

If allowable pursuant to an Authorized User's SOW, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov, or a successor URL(s)).

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US$30.00.

C. Statement of Work (SOW)

An SOW shall be required, when appropriate for any Products, Software, Services or Deliverables ordered by an Authorized User pursuant to this Contract. All Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit C herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type, but may with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

D. Ordering

Notwithstanding all Authorized User's rights to license or purchase Supplier's Products, Software or Services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's Products, Software 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, software 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 Products, 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 SUCH AUTHORIZED USER IS VITA.

E. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof), for Software, warranty services and Maintenance Services, and for non-Warranty and non-Maintenance Services offered by the Supplier and the appropriate Commonwealth discounts. Prices for Products, Software and Services shall not increase for a period of not less than two (2) years from the Effective Date of this Contract. Discounts shall not decrease for the duration of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not 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, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Semi-annually, VITA may check the prices for Products, Software and Services against the CPI-U, as defined above, for the expenditure category "Information technology, hardware and services", and the prices in Exhibit C shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier agrees to offer Products, Software and Service price reductions to ensure compliance with the Competitive Pricing Section.

F. Supplier Quote and Request for Quote

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

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

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

G. Change Orders

All changes to the Products, Software Services and Deliverables to be provided pursuant to any given order or SOW must be described in a written change request, which includes any appropriate adjustments to the order or SOW. Either Party to an order or SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of

this Contract. In no event shall any order or SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract.

H. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products, Software, Services, and Deliverables, have been accepted and in accordance with the payment schedule in the applicable order. Payment for support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit C. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit C, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

iii). Itemization and description of Product, Software, Services Type, Deliverables, and, if applicable, project milestone

iv). Quantity, charge and extended pricing for each Product, Software, and/or Services item or milestone

v). Product serial number, if any

vi). Applicable order date

vii). Ship or delivery date

viii). Ship-to or delivered-to contact name

ix). This Contract number and the applicable order number

x). 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.

I. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until items or milestones have met Acceptance criteria. Charges for Products, Software, Deliverables 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 any Deliverable 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 thirty (30) days after Acceptance.

J. Universal Service Fund

[Reserved]

6. 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/scm/default.aspx?id=97 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/scm/default.aspx?id=97

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.

7. STEERING COMMITTEE

[Reserved]

8. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order issued, or which may be issued, pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA or an Agent of VITA or a third Party provider under contract with Authorized User. At Authorized User's request and pursuant to an order for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop self-sufficiency. During and/or after the transition period, Authorized User may, if applicable and at its sole discretion, elect to order or continue Maintenance Services from Supplier for any Software or hardware components provided by Supplier under this Contract.

9. ESCROW AGREEMENT

[Reserved]

10. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or Product, Software and Services 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 any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Product, 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.

11. 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

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing 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.

D. Confidentiality Statement

All Supplier personnel, contractors, Agents, and subcontractors performing pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

12. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of

Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Products, Software, Deliverables or the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Products, Software, Deliverables or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Products, Software, Deliverables or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

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

B. Liability

Except for 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, and (v) Supplier's confidentiality obligations, Supplier's liability shall be limited to twice the aggregate value of Products, Software Deliverables and Services provided under this Contract. 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.

13. INSURANCE

In addition to the insurance coverage required by law 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.

14. 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 or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

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 its obligations pursuant this Section.

15. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

16. 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, and 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. 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 or Authorized User pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

17. HARDWARE-SPECIFIC PROVISIONS

A. Delivery, Installation and Acceptance

1. Delivery Procedure

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

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

2. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product(s) ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Contract or an approved order issued by Authorized User shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract or the approved order issued by the Authorized User. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-half of one percent (.05%) of the total purchase price, or an agreed upon percent of the order's total purchase price that is specified in the approved order, for each day that the Product(s) is/are undelivered or nonoperational for a period of thirty days (30) following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order. Any credit due the Authorized User will be applied to the next periodic invoice.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five days (35) of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

3. Product Trade-in and Upgrade

(To be quoted by Supplier on individual quote provided in response to an Authorized User's Request for Quote (RFQ).

4. **Product Installation**

Unless otherwise agreed, Supplier shall provide the initial installation of all Product(s) at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

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

5. **Product Acceptance**

Product(s) shall be deemed accepted when the ordering Authorized User determines that such Product(s) successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order, after receipt/installation of the Product(s). Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

6. **Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product(s) for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product(s) which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product(s) in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product(s) with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product(s) while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product(s) to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product(s) and any Services to be provided thereunder by Supplier.

7. **Product Discontinuation**

During the term of this Contract, if any Product(s) listed on Exhibit C of this Contract is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product(s), continue to meet such Authorized User's needs for the discontinued Product(s) for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product(s) for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

B. Product Support and Additional Services

1. **Authorized User or Third Party Support**

a) Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to

enable any Authorized User to maintain and repair the Product(s) itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C of this Contract, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product(s).

b) Timeliness and Price

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

2. Engineering Changes and Product Modification

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

3. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit C of this Contract hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

4. Inventory Record

Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit's Warranty Period or maintenance term ("Inventory Record"). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification,

Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product(s). Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

5. Product Service Record

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

6. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of a Statement of Work (SOW) issued in accordance with the ordering provisions of this Contract, provide additional Services which may include: Configuration Design Services, configuration, installation/repair, training, service on audio visual equipment not covered by this Contract; service outside the applicable hours of service; relocation of previously installed hardware; assistance to Authorized User's Audio Visual department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and other services related to the Product as published by the Product manufacturer or the Supplier. Software programming/engineering services and the development of Work Product are not authorized as Services under this Contract.

By operation of this Contract, any SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

The charge for such Services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses.

C. Warranty and Remedy

1. Supplier

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

2. Ownership

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

3. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could 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.

4. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than ten (10) years.

5. Product(s)

Supplier warrants the following with respect to the Product(s):

i). Product(s) pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ) shall be those specified and shall satisfactorily function as specified in the applicable documentation for the Product for its manufacturer;

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

iii). Upon delivery, the Product(s) shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

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

v). No engineering change made to the Product(s) or System Software revisions shall degrade the performance of the Product(s) to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;

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

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

6. Warranty Services

During the warranty period of twelve (12) months after Acceptance, or as specified in the applicable order, Supplier warrants that the Product, Deliverables and Services shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. 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 Product, Deliverables or Services to meet the Requirements.

For Products under either the manufacturer's warranty or extended warranty, Supplier agrees to a maximum of two (2) business days repair time. If the Product cannot be repaired in the two (2) business days time period, Supplier agrees to either replace the defective Product or provide the Authorized User a loaner at no additional cost until the original Product can be repaired.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty 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.

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

a) Products Covered

Exhibit C of this Contract lists all Product types covered under warranty.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) One-year Depot Warranty

Supplier's depot warranty offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Warranty

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

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

ii). Coverage

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

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and Authorized User's associated remedies, are described in Exhibit B of this Contract.

iv). Software Evolution

Should Supplier or Software Publisher merge or splinter the System 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, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the

Authorized User shall be entitled to license such System 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 System 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 System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

j) Escalation Procedures

To be provided by Supplier.

k) Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract, VITA and any Authorized User retain all rights and remedies available at law or in equity.

l) Product Maintenance Services and Renewal Options

At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C of this Contract. Supplier warrants that it shall make Maintenance Services available for all the Products, including System Software, listed in Exhibit C of this Contract, or which are components of Products listed in Exhibit C of this Contract, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

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

7. Maintenance Services

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C of this Contract without additional charge to maintain the Product in accordance with the Requirements.

Exhibit B of this Contract provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit B of this Contract defines coverage periods, response times, and restore times.

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

Maintenance Services shall be as follows:

a) Product Covered

Exhibit C of this Contract lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on any Product that has been removed from service, provided Supplier has been notified in writing of such removal.

b) Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

c) Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

d) Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

e) Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

f) Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit B of this Contract.

g) Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit B of this Contract.

h) On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit B of this Contract.

i) System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

i). New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit B of this Contract.

ii). Coverage

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

iii). Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit B of this Contract.

iv). Software Evolution

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

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the

Authorized User shall be entitled to license such System 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 System 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 System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

v). Escalation Procedures

To be proposed by Supplier.

vi). Remedies

In addition to any remedies described in Exhibit B of this Contract, if Supplier is unable to make a Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. Ordering

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

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

ii). Maintenance Level to be provided, and

iii). MCP for the Product Maintenance.

Authorized User may elect, at any time, an alternative 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 to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.

9. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, 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, including System Software 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 Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

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D. Scope of Use

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

E. Hardware-related (System and Third-Party) 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.

VITA will consider Supplier-provided language ONLY when Supplier is a reseller of the Software and the software publisher requires and End User License Agreement (EULA). In such case, Supplier is advised that VITA will require the execution of a License Agreement Addendum (LAA) to such EULA to address terms and conditions in such EULA with which VITA, as a government entity, by law or by policy, cannot agree. The LAA is attached hereto as Exhibit G

1. License Grant

Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that “perpetual” license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

2. Limitations on Copying and Disclosure

The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product(s) to which the Commonwealth or such Authorized User has taken title.

3. Business Continuity and Recovery

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

4. Authorized User Compliance

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.

5. 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 System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System 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.

F. Supplier-Sponsored Product Promotions

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

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

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

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

18. SOFTWARE LICENSE (NON-HARDWARE RELATED)

A. Software Licensed by Supplier

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.

1. Software Licensed by Supplier

i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.

iii). Reserved.

iv). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.

v). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.

vi). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

vii). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.

viii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.

ix). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

2. Third-party Software Licensed by Software Publisher

If Supplier provides Software which is licensed directly from the Software Publisher through an end user licensing agreement (EULA) or similar license document, Supplier may be required by VITA to obtain the Software Publisher's consent to the License Agreement Addendum (LAA) before accepting orders for the Third-party Software. The LAA is attached as Exhibit G of this Contract. If the EULA provides for a "perpetual" license, it is expressly understood that "perpetual" license rights shall commence upon delivery of the Software and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of this Contract.

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.

3. 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 Exhibit C and identified on any order issued pursuant to this Contract.

4. 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 provided under this Contract.

B. Delivery and Installation

1. Scheduling

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

2. Installation of Software

a) Supplier Installation of Software

Unless otherwise agreed, the Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order 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 two percent (2%) of the total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

b) Authorized User Installation of Software

If an Authorized User elects to install 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. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

3. 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.

C. Acceptance and Cure Period

1. Acceptance

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within five (5) business days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than ten (10) business days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit C of this Contract. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia

Department of Accounts (http://www.doa.virginia.gov/, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted.

2. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

D. Warranty Services

At any time during the Warranty Period of twelve (12) months after Acceptance, if the Supplier is directly licensing the Software, 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:

1. 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, within sixty (60) days of Supplier's knowledge of such defect or malfunction.

2. Coverage

Supplier will 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.

3. 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 two percent (2%) 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.

E. Maintenance Services

Where the Supplier is licensing Software, the following shall apply:

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit C of this Contract 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 C of this Contract 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 C of this Contract, 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 at (http://www.doa.virginia.gov or a successor URL(s)).

In addition to the minimum Maintenance Services described in this Section, Exhibit B of this Contract 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 B of this Contract defines coverage periods, response times, and restore times.

1. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of this 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. Co-termination of Maintenance Periods, TBD based on Supplier proposal.]

2. 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.

3. Services

At a minimum, Maintenance Services shall include the following:

a) Known Defects

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit B of this Contract.

b) New Releases

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

c) 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 B of this Contract.

d) 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 B of this Contract.

e) Additional Maintenance Services

Supplier's additional Maintenance Service offerings are described in Exhibit B of this Contract.

4. 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.

5. Maintenance Services Remedies

In addition to any remedies described elsewhere in this Contract, if Supplier is unable to make the Software conform, in all material respects, to the published Software documentation within thirty (30) 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.

F. General Warranty

Supplier warrants and represents to VITA the Software described in Exhibit C of this Contract as follows:

1. 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.

2. Software and Documentation

Supplier warrants the following with respect to the Software:

i). If the RFP specified or Exhibit C of this Contract 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 ten (10) years of the Effective Date.

ii). 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.

iii). 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;

iv). No corrections, workarounds 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;

v). 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 operate the Software without reference to any other materials or information.

3. Limited Warranty

During the warranty period of twelve (12) months, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the published Software documentation. Supplier shall either replace the software at no additional cost to the Authorized User or refund the original purchase amount to the Authorized User.

4. 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.

5. 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.

6. 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.

7. 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.

G. Training and Documentation

Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C of this Contract.

Supplier shall deliver to the Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. 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.

H. 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.

I. 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.

J. Alternate Channel Participation (Resellers/Distributors)

[Reserved]

19. GENERAL PROVISIONS

A. Relationship Between VITA and 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 mandatory contractual provisions, required by law or by VITA, and 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 contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

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, if any. 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 the 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 U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier Services 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, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

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 any Deliverables or Services rendered or the amounts due Supplier for such Deliverables or Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Acceptance 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.

In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

P. 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.

Q. Entire Contract

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

Exhibit A	Request for Proposal
Exhibit B	Warranty, Maintenance and Service Level Agreements (SLA's) provided by supplier)
Exhibit C	Prices
Exhibit D	Statement of Work (SOW)
Exhibit E	Reserved
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 C, any individual SOW (Exhibit D) and Exhibit A.

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 or SOW 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 Award date set forth below by the undersigned authorized representative of VITA.

Supplier

By: _____
(Signature)

Name: ____Thomas Corzine_____
(Print)

Title: _Vice President Government Sales_

Date: _April 26, 2011_____

Address for Notice:

100 Carpenter Dr., Suite 204, _____

_ Sterling, VA 20164_____

_____

Attention: Tom Corzine _____

Email: tom.corzine@avispl.com_____

VITA

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Address for Notice:

11751 Meadowville Lane

Chester, VA 23836

Attention: Contract Administrator

EXHIBIT A

Detailed Description of Proposed Solution

3. FUNCTIONAL AND TECHNICAL REQUIREMENTS

3.1 BUSINESS REQUIREMENTS

	Requirements	A	B
1.	You have agreed that your company can sell/service the entire Commonwealth of Virginia. Please describe the details on how this will be accomplished.	Y	We have 4 offices in area with over 125 people to provide sales and support for this contract.
2.	You have agreed that your company can sell/service the entire Commonwealth of Virginia. Will you be incorporating subcontractors or alliances? If yes, please describe.	N	
3.	Does your proposed solution provide the marketing ability and resources to promote this contract to schools, universities, local and non-Executive Branch state agencies? Please provide marketing plan and examples of marketing tools.	Y	We have a centralized marketing department with money budgeted to market our company and this contract to all potential customers. We have over 25 Federal, State, Local Government and Education Contracts similar to this contract that we market.
4.	Will your proposed solution provide the Commonwealth with a catalog website that interfaces with eVA? Will your company be able to produce a punch-out catalog website? (Refer to http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm) Please provide either screen shots or a link to serve as an example.	Y	See Appendix for sample screenshot of sample catalog.
5.	Does your proposed solution have the ability to have the catalog website up and	Y	We have our own internal application development team to ensure this is

	Requirements	A	B
	functioning within 30 days of contract award?		accomplished.
6.	Does your proposed solution have the ability to respond to a customer request for service within 8 business hours? Please provide detail on how this will be accomplished.	Y	See Appendix A –Service Level Agreement.
7.	Does your proposed solution offer 8:00 am – 5:00 pm EST Hardware and Software support? Please provide details.	Y	Toll free support is available 24 x 7.
8.	Does your proposed solution offer 4 hour response time for service? If so, please describe.	Y	See Appendix A – Service Level Agreement.
9.	Does your proposed solution offer depot service as an option? If so, please describe.	Y	Fee based depot service is an option. Services may be customized to meet customers' needs.
10.	Does your proposed solution include a completed service-level agreement (Appendix A)? If so please refer to Appendix A and fill in the yellow shaded areas with your data.	Y	See Appendix A
11.	Does your solution provide the ability for Authorized Users to trade in devices for credit against new purchase agreements? If so, please describe.	N	While some but not all manufacturers offer trade in programs AVI-SPL works with its customers to identify trade programs that may be available to customers.
12.	Will your proposed solution provide product incentives, credits and or rebate programs? Please provide details.	N	While some but not all manufacturers offer credit and rebate programs AVI-SPL works with its customers to identify programs that may be available to customers.
13.	Does your proposed solution comply with all	Y	

	Requirements	A	B
	applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344		
14.	Does your proposed solution provide effective, interactive control and use with non-visual means in accordance with COV ITRM Policies and Standards (see: http://www.vita.virginia.gov/library/default.aspx?id=537 If no, please provide details that specify how your offering does not comply.	Y	
16.	Does your proposed solution offer daily/weekly/monthly rental as an option? If so, please provide rates in Appendix C under "Service Including Maint" tab.	Y	Rates are customized based on customers' needs and equipment to be utilized.
17.	Does your proposed solution offer extended warranty to your proposed catalog? If so, please provide rates in Appendix C under "Service Including Maint" Tab.	Y	Reference Service and Main. Tab in Appendix C.
18.	Does your proposed solution offer the Authorized User a 30-day money back guarantee, return to Supplier with no restocking fee? If so, please describe.	N	
19.	Does your proposed solution have an in-house order tracking system that can be accessed 24 x7 by a user? If so, please provide details.	Y	Utilizing a VITA established extranet order tracking can be accessed 24 x 7.

3.2 REPORTS

1.	Does your proposed solution provide quarterly reports to customers detailing products that have been placed in any of their locations? (provide examples)	Y	All customers receive a detailed equipment list of all products installed within their locations as well as CAD "as-built" drawings.
2	Does your proposed solution provide access to an electronic service log that is available to customers on specific devices? If so, please provide details and examples.	Y	Service log reports are available to customers per requested devices.
3..	Does your proposed solution provide any additional reports that would be an added value to the Commonwealth? Please describe and provide examples.	Y	All deployed solutions have a customer provided equipment list and as-built CAD drawings.

3.3 TECHNICAL

	Requirements	A	B
1.	Does your proposed solution provide preventive maintenance for items which have extended warranty coverage? If so, please describe.	Y	Fee based extended service plans are offered on all installed equipment.

2.	Does your proposed solution include service technicians with current industry certifications? If so, please provide details and types of certifications.	Y	24/7 Technical Help Desk - Staffed By AVI-SPL Engineers Trouble ticket generation & tracking Dedicated toll free access number for access to the help desk CISCO certified experts on staff Certified Videoconferencing Engineers (CVE) on staff Cisco Certified Network Associate and Professional (CCNA & CCNP) on staff Cisco Certified Design Associate and Professional (CCDA & CCDP) on staff Certified Technology Specialist (CTS) on staff Infocomm CTS Certifications
3.	Does your proposed solution equipment meet current U.S. Environmental Protection Agency's and Department of Energy, Energy Star guidelines? If no, please explain.	Y	

4.	Does your proposed solution provide for escalation procedures for hardware/maintenance issues and when Authorized User's are not satisfied with the attention they are receiving? If so, please describe.	Y	Escalation Timeline Please use the timeline below to escalate service request when necessary. You can always reach us and escalate via the Help Desk Hotline: 866-588-6857, +1 757-320-1933, or helpdesk@AVI-SPL.com Parts / RMA Issues Help Desk Operations Manager Vince Gioffre DIRECT: 610-270-1610 For all Logistics and Parts support issues. Contact Help Desk Manager if no response in 2 hours to your request. Help Desk Supervisor Julie Bryk Direct: 317-489-9693 Cell: 484-641-3321 Contact if concerned regarding support from Telephone Support Center or issues related to response times, process or delivery. Please allow 2 hours to respond to call before escalating to the next level. Director of Service and Maintenance Ron Fresta DIRECT: 610-270-1614 CELL: 484-636-4247 Contact if concerned regarding support from Telephone Support Center or issues related to response times, process or delivery. Please allow 4 hours to respond to call before escalating to the next level.

5.	Do you agree to follow all of the following requirements as they relate to installation of equipment and or wiring: **(a single Yes, No or Future is acceptable for this question. If there is an exception for any of these, please use column C to explain)** • The Virginia Uniform Statewide Building Code (USBC) with regards to installation of equipment and or wiring? http://www.eva.state.va.us/dps/download/1USBC.pdf • National Electric Code (NEC) ANSI/NFPA-70 • Uniform Commercial Building Code • Safety Codes Commission of the Commonwealth of Virginia rules, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia • ANSI/TIA-569-B, Commercial Building Standard for Telecommunications Pathways and Spaces • ANSI/TIA/EIA-606-A, Administration Standard for Commercial Telecommunications Infrastructure • ANSI/TIA/EIA-568-B.1, Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements.	Y	

3.4 BREADTH OF OFFERING

	Requirements	A	B
1.	Does your proposed solution provide the Commonwealth a variety of manufacturers to choose from? If so, please list and describe certifications you may have from each one (i.e. gold, platinum, premier, years together, etc.)	Y	AVI-SPL represents over 700 manufacturers. This is a truncated list of certifications. Cisco Premier Certified Partner Specializations: Cisco Advanced Unified Communications, Cisco Authorized SP Video Partner, Express Foundation Cisco Authorized Technology Provider (ATP) in Cisco TelePresence Polycom Platinum Certified Partner Specializations: AV Integrator, Federal, Video Polycom Certified Solutions Provider (CSP) AMX ACE Certified Control Installers, Programmers, Designers Crestron Certified Programmers Extron Electronics Technical Certified USGBC LEED AP/GA Accredited Employees InfoComm Diamond Level AV Solutions Provider NSCA Low Voltage System Specialist

6.2 APPENDIX A – SERVICE LEVEL AGREEMENTS (SLAS)

(To be effective 30 days following commencement of the solution.)

Performance Standard	Definiition	Support Type	SLA Requirement
Help Desk ACD time-to-answer 1st call	Elapsed call time before call is answered	Telephone Support/Callback	Not to exceed 60 seconds 90% of the time
Help Desk 1st call trouble shooting	Helpdesk Technician responds to customer trouble call	Helpdesk Technician	Within five (5) minutes of the initial call
Critical Error	A fault that causes the operation to cease, as in network infrastructure equipment (MCU, TMS, etc.)	Helpdesk Technician Telephone Support/Callback Field Technician On-site Trouble Resolved	Not to exceed one (1) hour Next business day Next business day
Major Error	A fault that takes an entire system out of operation	Helpdesk Technician Field Technician On-site Trouble Resolved	Not to exceed 2 hours Next business day Next business day
Minor Error	A fault that does not prevent partial operation of the system	Helpdesk Technician Telephone Support/Callback Field Technician On-site Trouble Resolved	Not to exceed 4 hours Next business day 2nd business day
Warning Error	A detected fault that is not affecting any user	Helpdesk Technician	Not to exceed 8 hours

EXHIBIT B

		Telephone Support/Callback Field Technician On-site	2nd business day

RFP 2011-09 (Exhibit C)
AUDIO VISUAL PRODUCTS
Note: All net costs to either the Commonwealth or Academic are to be FOB Destination. All costs include eVA and IFA fees.
If no Academic Discount, enter same discount entered in Commonwealth Discount

Vendor (OEM)	Category (i.e. accessories, mixers, cases, projectors, etc)	Product Type	Minimum Commonwealth Percentage Discount from List	Minimum Academic Percentage Discount from List
Barco	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Canon	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Christie Digital	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Clarity	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Digital Projections	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Epson	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Hitachi	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
InFocus/Proxima	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
JVC	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
LG	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Mitsubishi	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
NEC	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Panasonic	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Samsung	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Sanyo	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Sharp	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Smart Technologies	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	
Sony	Accessories	All product (hardware, software), maintenance, and support in this product category	10%	

Toshiba	Accessories	All product (hardware, software), maintenance, and support in this product category	10%
Audio-Technica	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	18%
ClearOne	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	13%
Crown	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	22%
Mackie	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	10%
Peavey	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	32%
QSC	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	12%
Sabine	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	22%
Sennheiser	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	27%
Shure	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	27%
TOA	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	33%
Jelco Inc.	Audiovisual - Cases	All product (hardware, software), maintenance, and support in this product category	10%
Viking Cases	Audiovisual - Cases	All product (hardware, software), maintenance, and support in this product category	10%
Denon/Marantz	Audiovisual -CD Players Recorders	All product (hardware, software), maintenance, and support in this product category	10%
Sony	Audiovisual -CD Players Recorders	All product (hardware, software), maintenance, and support in this product category	10%
Tascam	Audiovisual -CD Players Recorders	All product (hardware, software), maintenance, and support in this product category	10%
AMX	Audiovisual - Control Systems	All product (hardware, software), maintenance, and support in this product category	32%
Crestron	Audiovisual - Control Systems	All product (hardware, software), maintenance, and support in this product category	32%
Canon	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%
Elmo	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%
JVC	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%
Samsung	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%
Sony	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%

Wolf Vision	Audiovisual - Document Cameras	All product (hardware, software), maintenance, and support in this product category	12%
Polyvision	Audiovisual - Electronic Whiteboards	All product (hardware, software), maintenance, and support in this product category	10%
Smart Technologies	Audiovisual - Electronic Whiteboards	All product (hardware, software), maintenance, and support in this product category	23%
NEC	Audiovisual - LCD Monitors (large over 30")	All product (hardware, software), maintenance, and support in this product category	7%
Samsung	Audiovisual - LCD Monitors (large over 30")	All product (hardware, software), maintenance, and support in this product category	27%
Sharp	Audiovisual - LCD Monitors (large over 30")	All product (hardware, software), maintenance, and support in this product category	27%
Sony	Audiovisual - LCD Monitors (large over 30")	All product (hardware, software), maintenance, and support in this product category	23%
JVC	Audiovisual - LCD Monitors (small 30" or less	All product (hardware, software), maintenance, and support in this product category	9%
NEC	Audiovisual - LCD Monitors (small 30" or less	All product (hardware, software), maintenance, and support in this product category	5%
Samsung	Audiovisual - LCD Monitors (small 30" or less	All product (hardware, software), maintenance, and support in this product category	10%
Audio-Technica	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	18%
Beyerdynamic	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	15%
Clearcom	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	10%
Crown	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	35%
Sennheiser	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	22%
Shure	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	29%
Sony	Audiovisual - Microphones	All product (hardware, software), maintenance, and support in this product category	22%
Eiki	Audiovisual - Overhead Projectors	All product (hardware, software), maintenance, and support in this product category	30%
Elmo	Audiovisual - Overhead Projectors	All product (hardware, software), maintenance, and support in this product category	28%
LG	Audiovisual - Plasma Displays	All product (hardware, software), maintenance, and support in this product category	25%
NEC	Audiovisual - Plasma Displays	All product (hardware, software), maintenance, and support in this product category	35%
Panasonic	Audiovisual - Plasma Displays	All product (hardware, software), maintenance, and support in this product category	15%
Samsung	Audiovisual - Plasma Displays	All product (hardware, software), maintenance, and support in this product category	32%

Sony	Audiovisual - Plasma Displays	All product (hardware, software), maintenance, and support in this product category	23%
Dalite	Audiovisual - Projection Screens (Wall)	All product (hardware, software), maintenance, and support in this product category	21%
Draper	Audiovisual - Projection Screens (Wall)	All product (hardware, software), maintenance, and support in this product category	22%
Stewart	Audiovisual - Projection Screens (Wall)	All product (hardware, software), maintenance, and support in this product category	15%
Barco	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	21%
Canon	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	16%
Christie Digital	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	30%
Digital Projection	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	12%
Epson	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	25%
Infocus	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	39%
JVC	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	16%
NEC	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	28%
Sanyo	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	26%
Sharp	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	34%
Sony	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	27%
Toshiba	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	28%
Epson	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	56%
InFocus	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	26%
NEC	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	28%
Sanyo	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	26%
Sony	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	24%
Toshiba	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	28%
Altec	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	22%

Atlas	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	24%
JBL	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	25%
KSI	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	33%
Tannoy	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	11%
JVC	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	12%
Marshall Electronics	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	13%
Panasonic	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	16%
Philips	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	13%
Sony	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	17%
Toshiba	Audiovisual - Television and monitors	All product (hardware, software), maintenance, and support in this product category	18%
Panasonic	Audiovisual - VCR/Television Combos	All product (hardware, software), maintenance, and support in this product category	5%
Philips	Audiovisual - VCR/Television Combos	All product (hardware, software), maintenance, and support in this product category	5%
Sony	Audiovisual - VCR/Television Combos	All product (hardware, software), maintenance, and support in this product category	5%
Toshiba	Audiovisual - VCR/Television Combos	All product (hardware, software), maintenance, and support in this product category	5%
JVC	Audiovisual - VCR	All product (hardware, software), maintenance, and support in this product category	5%
Panasonic	Audiovisual - VCR	All product (hardware, software), maintenance, and support in this product category	5%
Philips	Audiovisual - VCR	All product (hardware, software), maintenance, and support in this product category	5%
Sony	Audiovisual - VCR	All product (hardware, software), maintenance, and support in this product category	5%
Toshiba	Audiovisual - VCR	All product (hardware, software), maintenance, and support in this product category	5%
Barco	Audiovisual - Video Walls	All product (hardware, software), maintenance, and support in this product category	12%
Christie Digital	Audiovisual - Video Walls	All product (hardware, software), maintenance, and support in this product category	10%
Planar	Audiovisual - Video Walls	All product (hardware, software), maintenance, and support in this product category	13%
Jupiter	Audiovisual - Control Systems	All product (hardware, software), maintenance, and support in this product category	10%

Mitsubishi	Audiovisual - Video Walls	All product (hardware, software), maintenance, and support in this product category	10%
Extron	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	35%
Analog Way	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	16%
Belkin	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	20%
Chief Mfg.	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	15%
Comprehensive	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	5%
FSR Inc.	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
Furman	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	22%
Interlink Electronics	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	7%
Kramer	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
Lutron	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	12%
Magenta Research	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	8%
Middle Atlantic	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	11%
Peerless	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
Pelco	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
Premier	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	39%
RGB Spectrum	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	12%
Surgex	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	14%
V-Brick	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
Extron	Cables and connectors	All product (hardware, software), maintenance, and support in this product category	35%
AVTEQ	Furniture - AV and VTC (Carts, Lecterns and etc.)	All product (hardware, software), maintenance, and support in this product category	20%
BEI Furniture	Furniture - AV and VTC (Carts, Lecterns and etc.)	All product (hardware, software), maintenance, and support in this product category	18%
Dalite Furniture	Furniture - AV and VTC (Carts, Lecterns and etc.)	All product (hardware, software), maintenance, and support in this product category	17%

Evans Furniture	Furniture - AV and VTC (Carts, Lecterns and etc.)	All product (hardware, software), maintenance, and support in this product category	8%
Marshall Furniture	Furniture - AV and VTC (Carts, Lecterns and etc.)	All product (hardware, software), maintenance, and support in this product category	10%
VFI Furniture	Furniture - AV and VTC (Carts, Lecterns and etc.)	Carts and Furniture	35%
AVISPL	Services	A/V Products for mfrs not specifically listed on VITA Price	10%
AVISPL	Services	AVISPL Branded Services and support packages	10%
Accordent Streaming	Steaming devices	All product (hardware, software), maintenance, and support in this product category	10%
LifeSize	Video Conferencing	All product (hardware, software), maintenance, and support in this	30%
Polycom	Video Conferencing	Polycom V500, VSX3000, VSX6000, VSX7000, and VSX8000 18%	18%
Polycom	Video Conferencing	Polycom HDX Seriex	18%
Polycom	Video Conferencing	Polycom Network Modules, Accessories and Replacement Parts	5%
Polycom	Video Conferencing	Polycom Cables and accessories	5%
Polycom	Video Conferencing	Multipoint hardware in Polycom "NS.1" Classification of products	20%
Polycom	Video Conferencing	Multipoint hardware in Polycom "NS.2" or "NS.3" Classification of products	15%
Polycom	Video Conferencing	Multipoint hardware not in category NS.1 or NS.2	3%
Polycom	Video Conferencing	Polycom VTX1000 and Polycom "AUD.10" Classification products	30%
Polycom	Video Conferencing	Polycom Vortex Series and Polycom "AUD.4" Classification products	15%
Polycom	Video Conferencing	Polycom Audioconferencing peripherals and items not specifically listed above	5%
Polycom	Video Conferencing	All other Polycom products and services not in category listed above	5%
Radvision	Video Conferencing	All product (hardware, software), maintenance, and support in this product category	15%
Sony	Video Conferencing	All product (hardware, software), maintenance, and support in this product category	10%
CISCO	Video Conferencing	Videoconferencing all CISCO Only Video products	15%
CISCO	Video Conferencing	Videoconferencing all CISCO/Tandberg Video products	30%
Avocent	Audiovisual - Integration Devices	All product (hardware, software), maintenance, and support in this product category	10%
QSC	Audiovisual - Speakers	All product (hardware, software), maintenance, and support in this product category	25%
Mitsubishi	Audiovisual - LCD Monitors (large over 30")	All product (hardware, software), maintenance, and support in this product category	10%
Mitsubishi	Audiovisual - Projectors (portable 7lbs or less)	All product (hardware, software), maintenance, and support in this product category	10%
Mitsubishi	Audiovisual - Projectors (installed larger than 7lbs.)	All product (hardware, software), maintenance, and support in this product category	10%
Biamp	Audiovisual - Audio Amplifiers and Mixers	All product (hardware, software), maintenance, and support in this product category	25%

RFP 2011-09 (Exhibit C)
AUDIO VISUAL PRODUCTS

Note: All net costs to either the Commonwealth or Academic area are to be FOB Destination. All costs include eVA and IFA fees.

Product	Minimum Requirements	List Cost	Discount Percentage from List (Commonwealth)	Net Cost to the Commonwealth	Brand	Model	Public Website
Data Projector	LCD: 0.8" PolySilicon TFT (x3) XGA (1024 x 768) 4000 Lumens Inputs: Composite Video, RCA x 1 Component Video RCA (3 RCA Jacks) x1 BNC(RGBHV) x 1 HDMI x 1 S-Video (Mini DIN 4-pin (Y/C)) x 1 VGA (Analog data, mini D-Sub 15-pin) x 1 USB Type B x 1 RS-232 (Serial) x 1 Stereo Mini-Jack (3.5 mm) x 2 RCA Audio Jack x2	3499.00	49.00%	1784.49	INFOCUS	IN5102	www.infocus.com
Projector Screen	Viewing area: 60" x 80" Diagonal measure: 80" Surface: Matte White Design: Pneumatic scissor mechanism for raising and lowering the screen surface; lifts up and out of its sleek aluminum case and is ready to use in seconds	740.00	45.00%	407.00	DA-LITE	87063	www.da-lite.com
USB Microphone	Side-address studio condenser with USB digital output (Windows and Mac compatible) Bit Depth: 16 bit	169.00	55.00%	76.05	AUDIA TECHNICA	AT2010	www.audia-technica.com

	Sample Rate: 44.1 kHz Includes tripod desk stand, pivoting stand mount, USB cable & storage pouch						
Digital Audio Recorder	2 channel; 2 XLR and 1 3.5mm stereo mini 48 v phantom power (XLR inputs) Line and mic level switchable Compact Flash recording medium; MP3 and WAV recording formats Battery operation; AC adaptor included	699.00	32.00%	475.32	MARANTZ	PMD660	www.marantz.com
Electronic White Board	Diagonal size: 62" Optional Rolling stand Color scanning capability Plain Paper printer USB interface; document management software included 1716 Sq. in. copy area 3 markers, 1 eraser	2565.00	48.00%	1333.80	PANASONIC	UB-7325	www.panasonic.com
Plasma HD Flat Panel Display	Commercial grade Screen size: 58" HD mode: 1080P Supported input formats: NTSC, PAL, PAL60, SECAM, Modified NTSC; PC signals: VGA, SVGA, XGA, SXGA; (additional input formats with optional input card) Resolution: 1920 x 1080 Contrast Ratio: 5,000,000:1 Built-in speakers: 16 W	3200.00	30.00%	2240.00	PANASONIC	TH-58PF20U	www.panasonic.com
Digital SLR Camera	18-55mm f/3.5-5.6 lens Sensor: 15.1Mp CMOS Sensor	980.00	34.00%	646.80	CANON	3818B001	www.canon.com

	Sensitivity: 100 - 3200 base (expand to 6400 and 12800) View screen: 3" LCD with live view Still formats: RAW, JPEG Video formats: 1080P, 780P HD video capture, VGA Video Format: Quicktime Battery pack and charger						
Conference Phone (analog)	Secure Conferencing 150-foot Signal Range 8-hours of Talk Time High Quality Audio Loudspeaker Enhancement Full Duplex	599.00	40.00%	359.40	CLEARONE	910-158-400	www.clearone.com
DVD Player	Multi-format playback Composite video output Component video output Formats supported: CD , CD-R , CD-RW , DVD , DVD+R , DVD+R DL , DVD+RW , DVD-R , DVD-R DL , DVD-RAM , DVD-RW , SVCD , Video CD, MP3, WMA Remote included Energy Star qualified	49.99	29.00%	35.49	PANASONIC	DVD-538	www.panasonic.com
25 in. Wide Floor Lectern	48" height Wood construction with veneer finish High intensity reading light LED digital clock/timer with countdown capability Storage shelf Heavy duty casters for moving	5956.00	41.00%	3514.04	DA-Lite	31441	www.da-lite.com

RFP 2011-09 (Exhibit C)

AUDIO VISUAL SERVICES INCLUDING MAINTENANCE

Note: All costs include eVA and IFA fees.

Description	Price (HOURLY)	
ENGINEER	$	135
PROJECT MANAGEMENT	$	135
PROGRAMMING	$	115
CAD	$	80
Tech I	$	55
Tech II	$	85
Tech III	$	100
CLERICAL	$	55
Service	$	135

EXHIBIT D-X
CONTRACT NUMBER VA-110502-AVIS
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Audio Visual Innovations

Exhibit D-X is hereby incorporated into and made an integral part of Contract Number VA-110502-AVIS ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Audio Visual Innovations ("Supplier").

In the event of any discrepancy between this Exhibit D-X and Contract No. VA-110502-AVIS,the provisions of Contract No. VA-110502-AVIS shall control.

[Note: Instructions for using this template to draft a Statement of Work are in ***italics***. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]

STATEMENT OF WORK

This Statement of Work is issued by VITA on behalf of Authorized User, hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

1. Project Scope and Understanding of the Requirements

Provide information on the scope of the project and the Authorized User's requirements for this particular engagement including:

a) general description of the Solution
b) project boundaries
c) Authorized User-specific requirements
d) special considerations for implementing technology at Authorized User's location(s)
e) other characteristics of this project that must be addressed to insure the success of the engagement

2. Contract Products and Services to Support the Requirements

a. Solution Components

List the Solution components (hardware, software, etc.) provided by Supplier that will be used to support the requirement. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment.

b. Services

Provide information on the services (e.g., requirements development, Solution design, configuration, installation) that will be provided by Supplier in the course of providing the Solution.

c. Training and Knowledge Transfer

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in

operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.

d. Support

Document the level of support, as available under the Contract, required by the Authorized User to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.

3. Project Events and Tasks

Provide a high-level overview of project events and tasks to be accomplished to deliver the required Solution.

4. Period of Performance

Implementation of the Solution will occur within XX (XX) months of execution of this Statement of Work. This includes delivery and installation all of the products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract.

5. Place of Performance

Tasks associated with this engagement will be performed at the Authorized User's location(s) in _____, Virginia, at Supplier's location(s) in Wherever, or other locations as required by the effort.

6. Milestones, Deliverables, Payment Schedule, and Holdbacks

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Installation of software	---	Execution + 20 days	$10,000	$1,000	$9,000
Configuration and testing	---	Execution + 20 days	---	---	---
Training	Training manual	Execution + 30 days	$10,000	$1,000	$9,000
User Acceptance Testing	---	Execution + 30 days	$20,000	$2,000	$18,000
Implementation complete	Solution	Execution + 45 days	$10,000	($4,000)	$14,000

The total Solution price shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount plus the total amount retained by the Authorized User.

Required Deliverables are as follows: (*Provide a description of all Deliverables for this engagement.*)

- Site survey report:
- Training manual:

- Solution: See Sections 1 and 2 above.

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf).

7. Acceptance Criteria

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the functionality required for the Solution has been delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list will be incorporated into this Exhibit D-X.

This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the project manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

8. Assumptions and Project Roles and Responsibilities

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√

Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

9. Security Requirements

Provide (or reference as an Attachment) Authorized User's security requirements. 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 the Contract.

At a minimum, Supplier shall adhere to all of VITA's standard security requirements.

10. Risk Management

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

a) Identification of risk factors.

b) Initial risk assessment.

c) Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.

d) Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

11. Reporting

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments". These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

Weekly/Bi-weekly Status Update. The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

Supplier Performance Self-Assessment. Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

Supplier Performance Assessments. The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

12. Point of Contact

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier	VITA
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Print)	(Print)
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT F: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: Thomas Corzine_____

Organization: Audio Visual Innovations, Inc., a wholly owned subsidiary of AVI-SPL, Inc.__

Date: _April 26, 2011_____