



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date: February 5, 2016

Contract #: VA-140331-ELSY

Authorized User: All public bodies, including VITA, and all Commonwealth Agencies as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*

Contractor: Electronic Systems, Inc.
369 Edwin Drive
Virginia Beach, VA 23462

FIN: 54-1145980

Contact Person: John Hagerty
Voice: 804-402-1371
Fax: 804-402-1371
Email: john.hagerty@esi.net

Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Greg Searce
Strategic Sourcing Specialist
Phone: 804-416-6166
E-Mail: gregory.searce@vita.virginia.gov
Fax: 804-416-6361

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

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

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



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO.
711

Nelson P. Moe
Chief Information Officer
Email: cio@vita.virginia.gov

February 04, 2016

John Hagerty
Electronic Systems Inc
369 Edwin Drive
Virginia Beach Virginia 23462

Mr. Hagerty,

Per Section 3.A. ("Term and Termination") of contract VA-140331-ELSY, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 30, 2017. 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-140331-ELSY
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ELECTRONIC SYSTEMS, INC.**

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-140331-ELSY.

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 4.
"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 "Product Acceptance" in Section 4 Subsection E on Contract Page 8.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "Software License" in Section 9 on Contract Page 17.
"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."
4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Pages 22-23.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 25.
"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-140331-ELSY by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

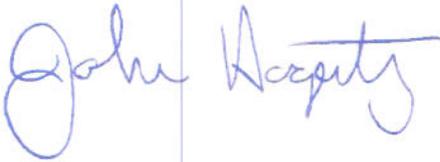
NAME OF SUPPLIER

BY: Electronic Systems Inc.

NAME: John Hagerty

TITLE: SACES DIRECTOR

DATE: July 11, 2014



COMMONWEALTH OF VIRGINIA

BY: Dary Crenshaw

NAME: Dary Crenshaw

TITLE: Vista Services MSV

DATE: 7/14/14



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

ELECTRONIC SYSTEMS, INC.

**HARDWARE AND MAINTENANCE CONTRACT
TABLE OF CONTENTS**

| | |
|---|-----------|
| 1. PURPOSE | 4 |
| 2. DEFINITIONS | 4 |
| A. Acceptance | 4 |
| B. Agent | 4 |
| C. Authorized Users | 4 |
| D. Confidential Information | 4 |
| E. Maintenance Level | 4 |
| F. Maintenance Coverage Period (MCP) | 4 |
| G. Maintenance Services (or Maintenance) | 4 |
| H. Operating Condition | 4 |
| I. Party | 4 |
| J. Product | 5 |
| K. Receipt (of Product) | 5 |
| L. Requirements | 5 |
| M. Response Time | 5 |
| N. Service | 5 |
| O. Software Publisher | 5 |
| P. Supplier | 5 |
| Q. System Software | 5 |
| 3. TERM AND TERMINATION | 5 |
| A. Contract Term | 5 |
| B. Termination for Convenience | 5 |
| C. Termination for Breach or Default | 6 |
| D. Termination for Non-Appropriation of Funds | 6 |
| E. Effect of Termination | 6 |
| F. Transition of Services | 6 |
| G. Contract Kick-Off Meeting | 6 |
| H. Contract Closeout | 7 |
| 4. DELIVERY, INSTALLATION AND ACCEPTANCE | 7 |
| A. Delivery Procedure | 7 |
| B. Late Delivery | 7 |
| C. Product Trade-in and Upgrade | 8 |
| D. Product Installation | 8 |
| E. Product Acceptance | 8 |
| F. Cure Period | 8 |
| G. Product Discontinuation | 9 |
| 5. PRODUCT SUPPORT AND ADDITIONAL SERVICES | 9 |
| A. Authorized User or Third Party Support | 9 |
| B. Engineering Changes and Product Modification | 9 |
| C. Training | 10 |
| D. Parts and Maintenance Support | 10 |
| E. Inventory Record | 10 |
| F. Product Service Record | 10 |
| G. Additional Services | 10 |
| 6. WARRANTY AND REMEDY | 11 |
| A. Supplier | 11 |
| B. Ownership | 11 |
| C. Supplier Viability | 11 |
| D. Compatibility | 11 |
| E. Product | 11 |
| F. Warranty Services | 12 |

| | |
|--|----|
| 7. MAINTENANCE SERVICES | 14 |
| A. Ordering | 14 |
| B. Renewal | 15 |
| C. Services | 15 |
| 8. SCOPE OF USE | 16 |
| 9. SOFTWARE LICENSE | 17 |
| A. License Grant | 17 |
| B. Limitations on Copying and Disclosure | 17 |
| C. Business Continuity and Recovery | 17 |
| D. Authorized User Compliance | 17 |
| E. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”) | 17 |
| 10. ORDERS AND COMPENSATION | 18 |
| A. Supplier Quote and Request for Quote | 18 |
| B. Orders | 18 |
| C. Purchase Price and Price Protection | 19 |
| D. Supplier-Sponsored Product Promotions | 19 |
| E. Invoice Procedure | 19 |
| F. Purchase Payment Terms | 20 |
| G. Universal Service Fund | 20 |
| 11. REPORTING | 21 |
| 12. STEERING COMMITTEE | 21 |
| 13. COMPETITIVE PRICING | 21 |
| 14. CONFIDENTIALITY | 21 |
| A. Treatment and Protection | 21 |
| B. Exclusions | 22 |
| C. Return or Destruction | 22 |
| 15. INDEMNIFICATION AND LIABILITY | 22 |
| A. Indemnification | 22 |
| B. Liability | 23 |
| 16. SECURITY COMPLIANCE | 23 |
| 17. BANKRUPTCY | 24 |
| 18. GENERAL PROVISIONS | 24 |
| A. Relationship Between VITA and Authorized User and Supplier | 24 |
| B. Incorporated Contractual Provisions | 24 |
| C. Compliance with the Federal Lobbying Act. | 25 |
| D. Governing Law | 25 |
| E. Dispute Resolution | 25 |
| F. Advertising and Use of Proprietary Marks | 25 |
| G. Notices | 25 |
| H. No Waiver | 26 |
| I. Assignment | 26 |
| J. Captions | 26 |
| K. Severability | 26 |
| L. Survival | 26 |
| M. Force Majeure | 26 |
| N. Remedies | 27 |
| O. Right to Audit | 27 |
| P. Offers of Employment | 27 |
| Q. Contract Administration | 27 |
| R. Entire Contract | 27 |

HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Electronic Systems, Inc. ("Supplier"), a corporation headquartered at 369 Edwin Drive Virginia Beach VA 23462, to be effective as of March 31, 2014 ("Effective Date").

1. PURPOSE

This Contract sets forth the terms and conditions under which Supplier agrees to provide purchase of personal computer devices, servers, peripherals and related accessories/supplies, Services and Maintenance to Authorized Users of this Contract.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery to the designated ship to location (Receipt), as specified in the applicable order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

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

D. Confidential Information

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

E. Maintenance Level

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

F. Maintenance Coverage Period (MCP)

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

G. Maintenance Services (or Maintenance)

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

H. Operating Condition

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

I. Party

Supplier, VITA, or any Authorized User.

J. Product

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

K. Receipt (of Product)

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

L. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties.

M. Response Time

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

N. Service

Any Product-related work performed or service provided, including certain Maintenance Services or other services for the Product and provision to the Authorized User of any deliverable, by Supplier under this Contract.

O. Software Publisher

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

P. Supplier

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

Q. System Software

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

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, at 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, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Product ordered during the term of the Contract may extend beyond the term of this Contract. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

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

C. Termination for Breach or Default

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

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

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

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services 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 Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Product-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of Product-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at 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 Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

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

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product 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, Supplier shall bear all risk of loss of or damage to the Product until Receipt by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, 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 delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one-half of one percent (.05) of the total purchase price, for each day that the Product is undelivered or unoperational for a period of thirty-five (35) days following the agreed upon delivery date, or if none specified, following the date order was received by Supplier. If the delay lasts longer than

thirty-five (35) 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 (35) days of the agreed upon delivery date set forth in the order/schedule, or if none specified, following the date order was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order. 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.

C. Product Trade-in and Upgrade

D. Product Installation

Unless otherwise agreed, Supplier shall provide the initial installation of all Products at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, 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.

E. Product Acceptance

Product shall be deemed accepted when the ordering Authorized User determines that such Product 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. 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.

F. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product 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 which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the

Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product 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 and any Services to be provided thereunder by Supplier.

G. Product Discontinuation

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

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. 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 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, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C, 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, as set forth in Exhibit C attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Engineering Changes and Product Modification

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

C. Training

The Product purchase price includes all costs for the training of one trainer per order or SOW at the ordering Authorized User's designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D 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.

E. 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. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

F. 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.

G. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. WARRANTY AND REMEDY

A. Supplier

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

B. Ownership

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

C. Supplier Viability

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

D. 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 five (5) years.

E. Product

Supplier warrants the following with respect to the Product:

- i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be fit for the particular purposes specified by VITA in the RFP and in this Contract and, if applicable, by the authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;
- ii). The Product shall be free of defects in material, design and workmanship;
- iii). Upon delivery, the Product shall be new and in 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 or System Software revisions shall degrade the performance of the Product 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.

F. Warranty Services

During the warranty periods described in Exhibit C or as specified in the applicable order, Supplier warrants that the Product 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 to meet the Requirements.

Exhibit D 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 D 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.

1. Product Covered

Exhibit C lists all Product types covered under warranty.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

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

5. Spares

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

6. 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 D.

7. On-site Warranty

Supplier's on-site warranty offerings and responsibilities are described in Exhibit D.

8. 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:

a) New Releases

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

b) 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 D.

c) 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 D.

d) 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.

9. Escalation Procedures

10. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the 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 or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

11. 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. Supplier warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, 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 without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D 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 D 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.

A. 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:

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

Maintenance Level to be provided, and

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.

B. 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.

C. Services

Maintenance Services shall be as follows:

1. Product Covered

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

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

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

5. Spares

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

6. 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 D.

7. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

8. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

9. 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:

a) New Releases

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

b) 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 D.

c) 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 D.

d) 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.

10. Escalation Procedures

THIS IS TO BE PROPOSED BY SUPPLIER

11. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the 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. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities 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.

9. SOFTWARE LICENSE

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

A. License Grant

Supplier 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 the 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.

B. 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 to which the Commonwealth or such Authorized User has taken title.

C. 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.

D. 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.

E. 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.

10. ORDERS AND COMPENSATION

A. 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 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 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.

B. Orders

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (<http://www.eva.virginia.gov>). 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 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.

C. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for warranty services and Maintenance Services, and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the Effective Date 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/cpi/home.htm>), 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 Product 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 Product price reductions to ensure compliance with the Competitive Pricing Section.

D. 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.

E. Invoice Procedure

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Products or Services have been accepted. Payment for Maintenance Services shall be annually in arrears unless otherwise stated herein. 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:

- i). Product or Service type and description
- ii). Product serial number, if any
- iii). Quantity, charge and extended pricing for each Product and/or Service item
- iv). Applicable order date
- v). Ship date
- vi). Ship-to location contact name
- vii). This Contract number and the applicable order number
- viii). Supplier's Federal Employer Identification Number (FEIN).

Supplier shall submit separate invoices for the Maintenance charges (detailing the Product types and quantities by Authorized User site), for billable additional services, and for any installation services, including the appropriate Product Service Record or other agreed upon written instrument. Additional invoices may be required by Authorized User from time to time detailing charges for Product at affiliate locations by corporate department.

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

F. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges for Product 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.

Product shipped without the applicable Documentation may not meet Acceptance criteria, and payment shall not be due until after the required Documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

G. Universal Service Fund

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

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

11. REPORTING

Supplier is required to submit to VITA the following monthly reports:

- Report of Sales; and
- Small Business Subcontracting Report

These reports must be submitted using the instructions found at the following URL:

<http://www.vita.virginia.gov/scm/default.aspx?id=97>

Failure to comply with all reporting requirements may result in default of the Contract.

Suppliers are encouraged to review the site periodically for updates on Supplier reporting.

12. STEERING COMMITTEE

In order to facilitate mutually beneficial contractual relationships with suppliers, VITA has procedures for establishing a steering committee ("Steering Committee"), which consisting of senior management personnel, including personnel involved in the contractual relationship, from VITA and Supplier.

Roles of the Steering Committee include but are not limited to a) identifying potential issues which may arise during the performance of a contract, b) discussing and assigning roles and responsibilities, c) establishing methods for quickly resolving potential disputes, d) setting rules for communication and decision making, e) monitoring and measuring the business relationship between the parties, and f) acting as a final decision board for escalated problems.

A meeting of the Steering Committee is intended to be a forum for brainstorming and sharing ideas, emphasizing respect, cooperation, and access, with the end goal of developing relationships to avoid conflict. A facilitator may, but is not required to, conduct a meeting of the Steering Committee.

A Steering Committee for this Contract will be formed at VITA's option. Meetings may be held at any time during the Contract term, should VITA, at its sole discretion, determine that a meeting(s) would be beneficial to the contractual relationship, and Supplier agrees to participate in such meeting(s). In addition, Supplier may at any time submit a written request to VITA for a meeting of the Steering Committee, which VITA will not unreasonably deny.

Supplier shall ensure the availability of the appropriate personnel to meet with the VITA contract management team. Additional Steering Committee meetings involving representatives from VITA, the Supplier, and an Authorized User may be required prior to or during performance on any specific order issued pursuant to this Contract.

13. COMPETITIVE PRICING

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

14. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each

Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term “Confidential Information” shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

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

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

15. INDEMNIFICATION AND LIABILITY

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 Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

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

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, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Products 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.

16. 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.

17. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract, 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 or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. 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 or 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 and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to 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 terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

C. Compliance with the Federal Lobbying Act.

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

D. Governing Law

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

E. Dispute Resolution

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

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

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

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

F. Advertising and Use of Proprietary Marks

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

- i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the signature page.
- ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

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

- ix). Three (3) years from Service performance date;
- x). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- xi). Excludes access to Supplier cost information.

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

P. Offers of Employment

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

Q. Contract Administration

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

R. Entire Contract

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

- Exhibit A Request for Proposal
- Exhibit B N/A
- Exhibit C Prices, Fees, Service Charges and Payment Schedule
- Exhibit D Warranty and Maintenance Descriptions
- Exhibit E N/A
- Exhibit F Certification Regarding Lobbying
- Exhibit G Statement of Work (SOW)
- Exhibit H Awarded Manufacturer/Categories

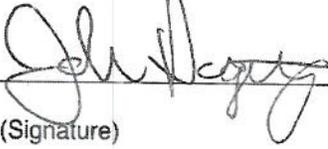
This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and 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, Exhibit A, Exhibit G, Exhibit D and Exhibit F.

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

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

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

Electronic Systems, Inc.

By: 
(Signature)

Name: John Hagerty

(Print)

Title: Public Sector Sales Director

Date: March 11, 2014

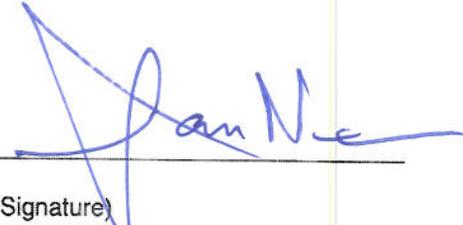
Address for Notice:

10406 Lakeridge Parkway

Ashland, Va. 23005

Attention: John Hagerty

VITA

By: 
(Signature)

Name: SAMUEL A. NIXON, JR.

(Print)

Title: CHIEF INFORMATION OFFICER

Date: 03-18-2014

Address for Notice:

11751 Meadowville Lane

Chester VA 23836

Attention: Contract Administrator

Appendix E

below. Each Supplier's responses will be reviewed and compared across Suppliers within each service type in order to determine the best solution for the Commonwealth. Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed. The acceptable codes for Column A are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in Column B an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use Column B to cross-reference a detailed explanation included in an attachment of its proposal.

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future (not longer than six months). Supplier should provide a proposed start date and cross-reference any attached documentation in Column B.

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within six months.

Appendix E

Requirement

Y/N/F

Description

General

You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.

Yes Account Coverage: ESI's Public Sector team is headed up by John Hagerty who has 25 years experience working with VITA and the Commonwealth. His experienced team consists of 11 dedicated sales reps focused 100% on selling solely to the Commonwealth of Virginia. Behind this team of sales reps are inside sales, pre-sales and many other support positions. It will be people that result in success of this contract and ESI feels it is positioned greater than any other vendor

Technical Staff: ESI currently employs more than 500 people across the Commonwealth of Virginia. Approximately 200 are technical service personnel designed in part to support the \$40M+ ESI sells to the Commonwealth of Virginia's public sector market each year. These technical resources are spread across all of ESI's locations to provide timely and professional service in all corners of the Commonwealth. Selling hardware is one thing, however, ESI feels the support of what we sell is far more important. To that end, ESI is better positioned to support VITA and the Commonwealth than any other vendor.

Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.

Yes Training within ESI is done on a weekly basis. For sales, each week we have Dell, HP, Cisco and etc meet with our team to review company product and roadmap information. For our service personal, there are countless certifications required to maintain the Elite status ESI holds with our manufacturers, thus, training is an on-going task throughout the year.

Does your proposed solution include the ability to market and promote this contract to schools, universities, local and non-Executive Branch state agencies? If so, please provide details.

Yes **ESI has a dedicated Marketing Department located in our corporate headquarters in Virginia Beach, Va. It consists of a group of individuals dedicated to the marketing and support of ESI and its numerous sales divisions. The support consists of, but not limited to, Newsletters, Corporate Events (shows, fundraisers, and benefits), Sales Programs, Sales Incentive Programs and Proposals.**

Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.

Yes **Restocking fee will be OEM or Manufacturer dependant. If ESI is charged then an appropriate fee will be expected from the department wishing to return the product.**

Has your company won any awards or recognition in any of the categories that you are proposing a solution to? If so, please describe.

ESI has included a listing of awards and/or recognition from our manufacturer partners.

Does your organization participate in any type of governmental conferences that allows you to promote government contracts that have been awarded to your organization? If so, please explain.

Yes **ESI has been and will continue to be a lead sponsor in almost all conferences in Virginia. For example, ESI has been a key sponsor for VCCS New Horizons, VAGP, ELTC, VSTE and dozens of other conferences throughout the state.**

Does your proposed solution include developing a catalog website that interfaces with eVA and also be a punch-out catalog? If so, please describe and provide screen shots.
(<http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm>)

Yes **ESI currently utilizes a website which can be customized to support this contract. ESI can produce a punch-out catalog.**

Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain

ESI utilizes a website for other customers that can be customized to support this contract.

Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at:
<http://www.vita.virginia.gov/library/default.aspx?id=537>

Yes **ESI's solution does comply with all current COV ITRM Policies and Standards.**

Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>

Yes **ESI's interfaces comply with all applicable Commonwealth Data Standards**

Does your proposed equipment meet the current U.S. Environmental Protection Agency's and Department of Energy's Energy Star guidelines? If so, please explain.

Yes **The manufacturers ESI has proposed do meet the current Environment Protection Agency and Department of Energy Star guidelines.**

Appendix E

Requirement

Y/N/F

Description

Reports

Does your proposed solution offer quarterly reports to Authorized Users detailing products that have been placed in any of their locations? If so, please provide details and examples.

Yes

Reports are customizable based on ship to, invoice date, PO and other query fields. These reports can be generated on-demand as needed by end user.

Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.

Yes

Service history reports can be generated on demand based on serial number.

Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.

Yes

ESI will provide a Point of Sale "POS" report as needed. This will verify price consistency and monitor contract activity.

Appendix E

Requirement

Y/N/F

Description

Services & Sales

Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.

Yes The standard warranty service response for the proposed manufacturers is next business day. Depending on the time of the call, support could be less than 8 hours or the same day. This support can be provided by either the manufacturer or ESI, depending on end users desires. There are also uplifts to the support which can provide 4 hour on-site support if needed.

Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.

Yes Hardware and software support is available at a minimum of 8:00 am - 5:00 pm Monday through Friday. Extended hours are also available at an uplifted cost.

Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.

Yes ESI is willing to commit to whatever warranty support SLA's the manufacturers offer on their respective products.

For suppliers responding to the Server Category, does your firm have qualified technicians to perform services such as installation, configurations, data migrations, etc. If so, please explain and for those not responding to the Server Category, please respond with N/A in column B.

Yes ESI has 200 qualified service personnel in Virginia alone to support products sold to its customers. Service personnel are available throughout all of Virginia.

Does your proposed solution include a customer support program? If so, please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.

Yes **Contract review meetings will be scheduled by the account managers on a regular basis. This is being done today. K-12, Higher Education and other State/Local agencies will have consistent opportunities to learn about new products, technology and the contract's performance during these sessions. Various Manufactures will be invited to brief attendees on industry trends and share product road maps. Notes of these meeting can be posted to VITA internal web site for sharing. With 11 outside sales reps calling on the Commonwealth, ESI will have a consistent coverage model to keep the accounts updated on programs and technology.**

Does your proposed solution include your firms ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.

Yes **ESI has 7 strategic locations throughout Virginia to handle the requirements outlined in this RFP. ESI also has the following local resources to support such large quantity requests: 1) Dedicated local purchasing department with a manager and six full-time employees. 2) Seven locations scattered throughout Virginia. 3) A staff of 500 with more than 50 percent in support or service to assist on such large requests. 4) More than**

Does your proposed solution include IT equipment disposal and recycling services? Please provide details and pricing for these services in Appendix C (Services/Warranty Tab)

Yes **ESI works closely with Service Solutions for IT, which is a company ESI spun off in 2011.**

If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.

Yes ESI is responding with multiple manufacturers including but not limited to HP, Dell, Panasonic and Cisco. ESI is HP's largest reseller in the Mid-Atlantic. ESI is Dell, Cisco and Panasonic's top 5 largest resellers in the Mid-Atlantic. As a result, ESI holds the highest level of certifications for each of these manufacturers. Thus, the Commonwealth can be assured of having both the talent and support structure in place to service every corner of Virginia.

Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.

Yes It is ESI's responsibility to put multiple options on the table for its client. It is the end user that decides what is best for them. ESI is not tied to any one manufacturer.

Does your proposed solution include the ability for the end user to track their shipment once it has left your warehouse? If so, please describe and provide screen shots.

Yes Tracking is done via ESI's support staff in Virginia Beach. If the end user needs to check delivery schedules they simply call or email the sales rep or our

Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.

Yes ESI purchases from multiple entities including the manufacturer or through various distributors such as Ingram, Tech Data and Synnex. If the items are in stock and the order is received earlier enough in the day, it should ship the same day.

Does your proposed solution allow the user to keep a failed hard drive while receiving a new hard drive that is covered under warranty? Please provide details and pricing if necessary.

Yes ESI will allow users to keep a warranty hard drive at a cost unless manufacturer has a program in place to provide this drive at no cost. This would need to be worked on a case by case situation between ESI, the manufacturer and the end user.

For those Suppliers proposing Used/Refurbished devices, VITA has required a three year warranty on both PC's and Laptops. Please describe your solution when an Authorized User initiates a request for repair request including but not limited to shipping time, repair time at your facility, etc. For those not responding to the Used/Refurbished section, please place N/A in column B.

N/A **ESI has chosen not to respond to VITA's request for Used/Refurbished equipent.**

Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.

Yes **Customers are typically buying solutions to problems. The solutions come in the form of products and services. ESI offers free consultation to come up with the most appropriate solution. From there, ESI offers products and services that may go beyond what this RFP is requesting, such as storage, networking, phone systems and associated services. ESI is far more than a provider of servers, client devices and services as required within this RFP.**

EXHIBIT C

PC

Intel or AMD Based

ESI - Dell

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|-----------------------|----------|---|------------------|--|---|
| Desktop Offering | Dell Optiplex 3010 MT | 1,105.00 | 25.00% | 828.75 | 25.00% | http://ftpbox.us.dell.com/sg/weekly/dellpricereport.pdf |
| Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics) | | | | | | |
| 4GB 1600MHZ Memory | | | | | | |
| 500GB 7200 rpm SATA | | | | | | |
| CDRW/DVD+/-RW Combo Drive | | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | | |
| Two Front Facing USB Ports or greater | | | | | | |
| 19" LED Monitor (minimum) | | | | | | |
| Two button USB optical mouse with scroll wheel | | | | | | |
| USB Keyboard with 103 keys | | | | | | |
| 10/100/1000 RJ-45 | | | | | | |

Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price above**

AMD processors must be at least equivalent to listed Intel processors

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---|------------------------|----------|---|------------------|---|
| All-In-One Offering | Dell Optiplex 3011 AIO | 1,158.00 | 25.00% | 868.50 | http://ftpbox.us.dell.com/sg/weekly/dellprice |
| Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics) | | | | | |
| 4GB 1600MHZ Memory | | | | | |
| 500GB 7200 rpm SATA | | | | | |
| DVD+/-RW Combo Drive | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | |
| 20" Display | | | | | |
| Two button USB optical mouse with scroll wheel | | | | | |
| USB Keyboard with 103 keys | | | | | |
| 10/100 RJ-45 | | | | | |

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab **Included in unit price above**

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.

<http://www.vita.virginia.gov/scm/default.aspx?id=87>

*** Excludes Dell Smart Select Bundles as they are already discounted**

Laptop

Intel/ AMD Based

ESI - Dell

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|----------------------------|-----------------|---|------------------|--|--|
| Laptop Offering | Dell Latitude E6440 | 1,596.00 | 28.00% | 1,149.12 | 28.00% | http://ftpbox.us.dell.com/sg/weekly/dellpricereport.pdf |
| Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000) | | | | | | |
| 4GB RAM or greater | | | | | | |
| 500GB 7200 RPM SATA hard drive or greater | | | | | | |
| CDRW/DVD+/-RW Combo Drive or better | | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | | |
| 802.11a/b/g/n integrated wireless | | | | | | |
| Energy Star qualified | | | | | | |
| 14.1 inch screen or greater | | | | | | |

Warranty is three years next day exchange for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Included on unit price above

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process.

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|---------------|
| Minimum Percentage Discount for Laptop Accessories (see note #3) | 15.00% |
|---|---------------|

*** Excludes Dell Smart Select Bundles as they are already discounted**

Thin Client

Intel/ AMD Based

ESI - Dell

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discount ed Price | Public Site to Verify Model #/List Price |
|-------------------------------|-------------------|---------------|---|-------------------|--|
| Thin Client Offering | Wyse D90D7 | 469.00 | 12.00% | 412.72 | http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf |
| 2 USB's | | | | | |
| Firefox or IE Browser | | | | | |
| 10/100/100 Base-T | | | | | |
| 1GB Flash Storage | | | | | |
| 1GB Memory | | | | | |
| USB Keyboard and Mouse | | | | | |
| Energy Star Qualified | | | | | |
| Windows 7 Professional | | | | | |

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

*** Excludes Dell Smart Select Bundles as they are already discounted**

Rugged Laptop

Intel/ AMD Based

ESI - Dell

Minimum Configurations

| | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---|---------------------|----------|---|------------------|---|
| Rugged Laptop Offering | Dell Latitude E6420 | 4,028.00 | 30.00% | 2,819.60 | http://ftpbox.us.dell.com/slg/weekly/dell/pricereport.pdf |
| Mil-Std 810G Certified | | | | | |
| Intel Core i3-3110M Processor 2.4GHz or greater | | | | | |
| 2GB RAM or greater | | | | | |
| 320GB SATA hard drive or greater | | | | | |
| Super Multi DVD Drive | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | |
| 802.11a/b/g/n integrated wireless | | | | | |
| 13.1 inch screen or greater | | | | | |
| 10/100/1000 RJ45 | | | | | |

Warranty is three years NBD Exchange for all Rugged laptop models and future models. Additional types of warranty may be offered on the Services & Warranty tab

Included in unit price above

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

| | |
|--|---------------|
| Minimum Percentage Discount for Rugged Laptop Accessories (see note #2) | 20.00% |
|--|---------------|

(Was 15%)

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes Dell Smart Select Bundles as they are already discounted**

Android Tablet

ESI - Dell

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|----------------------|---------------|--|-------------------------|--|
| Tablet Offering | Dell Venue 8 | 308.00 | 10.00% | 277.20 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| Dual Core Processor | | | | | |
| 1GB RAM or greater | | | | | |
| 16GB Storage or greater | | | | | |
| Android 4.0 OS or higher | | | | | |
| 802.11b/g/n integrated wireless | | | | | |
| SD Card Memory Expansion slot | | | | | |
| Front and rear camera | | | | | |
| 7 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Android Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes Dell Smart Select Bundles as they are already discounted**

| | |
|---|---------------|
| Minimum Percentage Discount for Android Tablet Accessories (see note #2) | 10.00% |
|---|---------------|

Windows Tablets

ESI - Dell

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------------------|------------------|--------|---|------------------|---|
| Tablet Offering | Dell Venue 8 Pro | 369.00 | 26.00% | 273.06 | http://ftpbox.us.dell.com/sig/weekly/dellpricereport.pdf |
| Intel or AMD Processor | (Was 10%) | | | | |
| 1GB RAM or greater | | | | | |
| 16GB Storage or greater | | | | | |
| Windows 7 Professional or higher | | | | | |
| 802.11b/g/n integrated wireless | | | | | |
| SD Card Memory Expansion slot | | | | | |
| Front and rear camera | | | | | |
| 8 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price above**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

| | |
|--|--------|
| Minimum Percentage Discount for Windows Tablets Accessories (see note #2) | 20.00% |
|--|--------|

(Was 10%)

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes Dell Smart Select Bundles as they are already discounted**

Servers

Intel/ AMD Based

ESI - Dell

Minimum Configurations

| Tower Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|---------------------|----------|---|------------------|---|
| Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter | Dell PowerEdge T320 | 3,047.00 | 26.00% | 2,254.78 | http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf |
| Rack Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | Dell PowerEdge R320 | 3,417.00 | 26.00% | 2,528.58 | http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf |
| Blade Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | Dell PowerEdge M520 | 3,639.00 | 26.00% | 2,692.86 | http://ftpbox.us.dell.com/slq/weekly/dellpricereport.pdf |

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

| | |
|---|---------------|
| Minimum Percentage Discount for Server Accessories (see note #2) | 20.00% |
|---|---------------|

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

*** Excludes Dell Smart Select Bundles as they are already discounted**

Peripherals

ESI - Dell

| Flash Drives | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--------------|----------|-------|------------|------------------|---|
| 8 GB | A6993974 | 9.99 | 7.00% | 9.29 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| 16 GB | A6829331 | 10.99 | 7.00% | 10.22 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| 32 GB | A7045166 | 23.99 | 7.00% | 22.31 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Monitors (wide aspect) | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|----------|--------|------------|------------------|---|
| 17" LCD | 469-3936 | 149.00 | 12.00% | 131.12 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| 19" LCD | P19133Y | 179.99 | 12.00% | 158.39 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Power Strip | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------------|----------|-------|------------|------------------|---|
| 6 Outlet 6ft cord 790 Joule | A0012108 | 10.99 | 7.00% | 10.22 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| 8 Outlet 8ft cord 2500 Joule | A1612583 | 25.99 | 7.00% | 24.17 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Mouse | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------|----------|-------|------------|------------------|---|
| Optical Scroll Mouse- USB | 330-9456 | 19.99 | 7.00% | 18.59 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Keyboard | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|----------|-------|------------|------------------|---|
| Standard Keyboard- USB | 330-9456 | 19.99 | 7.00% | 18.59 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Wireless Keyboard/Mouse Combo | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------|-------|------------|------------------|---|
| Wireless keyboard and mouse USB interface | 331-3761 | 49.99 | 7.00% | 46.49 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| Cables | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|-------------|----------|------|------------|------------------|---|
| 10 ft CAT5e | A2161813 | 3.99 | 7.00% | 3.71 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

| | | | | | |
|----------------------|----------|-------|-------|-------|---|
| 7 ft CAT5e | 101186-4 | 3.99 | 7.00% | 3.71 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| 3 ft CAT6 | A6923308 | 3.99 | 7.00% | 3.71 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| 7' CAT6 | A7011445 | 5.99 | 7.00% | 5.57 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| HDMI to HDMI M/M 6ft | A7035728 | 12.99 | 7.00% | 12.08 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |

| External Hard Drive | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|----------|--------|------------|------------------|---|
| 1 TB USB 3.0 (portable) | A6874785 | 89.99 | 7.00% | 83.69 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| 500 GB USB 3.0 (portable) | A7048568 | 74.99 | 7.00% | 69.74 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| 2 TB USB 3.0 (external desktop) | A7049911 | 99.99 | 7.00% | 92.99 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| 4 TB USB 3.0 (external desktop) | A6820566 | 179.99 | 7.00% | 167.39 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |

| Web Cams | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------|-------|------------|------------------|---|
| Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution | A6584744 | 34.99 | 7.00% | 32.54 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution | A6584744 | 34.99 | 7.00% | 32.54 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |

| USB Hubs | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------|-------|------------|------------------|---|
| USB 2.0 7 port hub, power supply included | A0149278 | 29.99 | 7.00% | 27.89 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| Mini hub 4 port hi speed USB, no power supply needed | A6991951 | 10.99 | 7.00% | 10.22 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |

| Speakers | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------|--------|------------|------------------|---|
| PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included, | A7009359 | 99.00 | 7.00% | 92.07 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |
| PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included | A4092931 | 399.00 | 7.00% | 371.07 | http://ftpbox.us.dell.com/slg/weekly/dellpricerep.ort.pdf |

| Label Printer | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included | A3616033 | 239.99 | 7.00% | 223.19 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| | | | | | |
| I. Battery Back Up Unit | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
| UPS external, 550 VA power capacity, 3 min battery run time | BE550G | 69.99 | 7.00% | 65.09 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| UPS external, 1440 VA power capacity, 7 min battery run time | SMT1500 | 559.00 | 7.00% | 519.87 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |
| UPS 750 VA power capacity, 16 min battery run time | SMT750 | 329.00 | 7.00% | 305.97 | http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf |

******Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment**

*****Warranty is manufacturer's warranty for all peripherals**

******Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|---------------------|--|
| APC | 10.00% |
| Acer | 5.00% |
| Anthro | 10.00% |
| ASUS | 5.00% |
| Barracuda | 10.00% |
| Belkin | 10.00% |
| Citrix | 10.00% |
| Eaton | 10.00% |
| Epson | 5.00% |
| Kingston | 10.00% |
| Leibert | 10.00% |
| Lifesize | 10.00% |
| Logitech | 10.00% |
| Microsoft | 5.00% |
| Ncomputing | 15.00% |
| NEC | 10.00% |
| Novell | 10.00% |
| Sharp | 10.00% |
| Sony | 5.00% |
| Symantec | 10.00% |
| Targus | 10.00% |
| Tripplite | 10.00% |
| VMWare | 10.00% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Rate |
|---|------------------------|
| Network Engineer, Senior | \$ 181.00 |
| Network Engineer, Intermediate | \$ 161.00 |
| Network Engineer, Junior | \$ 134.00 |
| Help Desk Engineer | \$ 45.00 |
| PC Technician | \$ 50.00 |
| VoIP Engineer, Senior | \$ 181.00 |
| VoIP Engineer, Intermediate | \$ 161.00 |
| VoIP Engineer, Junior | \$ 134.00 |
| Server Application Engineer - Senior | \$ 161.00 |
| Server Application Engineer - Intermediate | \$ 181.00 |
| Server Application Engineer - Junior | \$ 161.00 |
| Directory Services Engineer | \$ 134.00 |
| Software/Application Security Services | \$ 150.00 |
| Computer Technician | \$ 60.25 |
| Tech Writer | \$ 75.00 |
| Project Manager | \$ 125.00 |
| Microsoft Systems Engineer - Intermediate | \$ 150.00 |
| Microsoft Systems Engineer - Senior | \$ 175.00 |
| ESI Managed Service Offerings | 15% off ESI List Price |
| ESI Fixed Price Projects | 15% off ESI List Price |
| ESI Pre/Post Warranty Services | 15% off ESI List Price |
| ESI Logistic Services (MAC) | 15% off ESI List Price |
| ESI PC, Server and Hardware Installation Servic | 15% off ESI List Price |
| All other ESI Services | 15% off ESI List Price |

EXHIBIT C

PC

Intel or AMD Based

ESI - Hewlett Packard

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|--|----------|---|------------------|--|---|
| Desktop Offering | HP - ProDesk 600 G1 SFF C8T89AV | 1,203.00 | 25.00% | 902.25 | 25.00% | http://h18000.www1.hp.com/showroom/ipl |
| Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics) | 3.8Ghz | | | | | |
| 4GB 1600MHZ Memory | | | | | | |
| 500GB 7200 rpm SATA | | | | | | |
| CDRW/DVD+/-RW Combo Drive | | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | | |
| Two Front Facing USB Ports or greater | | | | | | |
| 19" LED Monitor (minimum) | 20" Monitor (not included in unit price above) | \$185 | 15.00% | \$157.25 | 15.00% | http://h18000.www1.hp.com/showroom/ipl |
| Two button USB optical mouse with scroll wheel | | | | | | |
| USB Keyboard with 103 keys | | | | | | |
| 10/100/1000 RJ-45 | | | | | | |

Warranty is three years on-site NBD for all desktop models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price above**

AMD processors must be at least equivalent to listed Intel processors

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---|----------------------|----------|---|------------------|---|
| All-In-One Offering | HP ProOne 600 G1 AiO | 1,248.00 | 25.00% | 936.00 | http://h18000.www1.hp.com/showroom/ipl |
| Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics) | | | | | |
| 4GB 1600MHZ Memory | | | | | |
| 500GB 7200 rpm SATA | | | | | |
| DVD+/-RW Combo Drive | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | |
| 20" Display | | | | | |
| Two button USB optical mouse with scroll wheel | | | | | |
| USB Keyboard with 103 keys | | | | | |
| 10/100 RJ-45 | | | | | |

Warranty is three years on-site NBD for all All-in-One models and future models. Additional types of warranties may be offered on the accessories tab **Included in unit price above**

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.

<http://www.vita.virginia.gov/scm/default.aspx?id=87>

* Excludes HP SmartBuy Bundles as they are already discounted

Laptop

Intel/ AMD Based

ESI - Hewlett Packard

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Teacher Discount from List (see note #2) | Public Site to Verify Model #/List Price |
|--|-----------------|-----------------|---|------------------|--|---|
| Laptop Offering | HP 6470b | 1,433.00 | 28.00% | 1,031.76 | 28.00% | http://h18000.www1.hp.com/showroom/ipl |
| Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000) | | | | | | |
| 4GB RAM or greater | | | | | | |
| 500GB 7200 RPM SATA hard drive or greater | | | | | | |
| CDRW/DVD+/-RW Combo Drive or better | | | | | | |
| Microsoft Windows 7 Professional Compatible | | | | | | |
| 802.11a/b/g/n integrated wireless | | | | | | |
| Energy Star qualified | | | | | | |
| 14.1 inch screen or greater | | | | | | |

Warranty is three years next day exchange for all laptop models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price above**

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process.

Note #2 - Please review the following link that describes the Teacher Discount Program and provide a percentage off of list that would only apply to these qualified individuals.
<http://www.vita.virginia.gov/scm/default.aspx?id=87>

Note #3 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|---------------|
| Minimum Percentage Discount for Laptop Accessories (see note #3) | 15.00% |
|---|---------------|

| |
|---|
| http://h18000.www1.hp.com/showroom/ipl |
|---|

*** Excludes HP SmartBuy Bundles as they are already discounted**

Chromebook

ESI - Hewlett Packard

Minimum Configurations

| |
|-----------------------------------|
| Chromebook |
| Intel Celeron 847 1.1GHz |
| 4GB RAM or greater |
| 16GB Hard Drive or greater |
| Chrome OS Operating System |
| 802.11a/b/g/n integrated wireless |
| HD Webcam (1280x720) |
| 11.6 inch screen or greater |

| Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|------------------|--------|---|------------------|---|
| HP Chromebook 11 | 587.00 | 21.00% | 463.73 | http://h18000.www1.hp.com/showroom/ipl |

Warranty is three years NBD Exchange for all Chromebook models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

| | |
|---|---------------|
| Minimum Percentage Discount for Chromebook Accessories (see note #2) | 18.00% |
|---|---------------|

(Was 10%)

| |
|---|
| http://h18000.www1.hp.com/showroom/ipl |
|---|

** Excludes HP SmartBuy Bundles as they are already discounted*

Thin Client

Intel/ AMD Based

ESI - Hewlett Packard

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discount ed Price | Public Site to Verify Model #/List Price |
|-------------------------------|-----------------|--------|---|-------------------|---|
| Thin Client Offering | HP t610 B8C95AA | 704.00 | 18.00% | 577.28 | http://h18000.www1.hp.com/showroom/jpl |
| 2 USB's | | | | | |
| Firefox or IE Browser | | | | | |
| 10/100/100 Base-T | | | | | |
| 1GB Flash Storage | | | | | |
| 1GB Memory | | | | | |
| USB Keyboard and Mouse | | | | | |
| Energy Star Qualified | | | | | |
| Windows 7 Professional | | | | | |

Warranty is three years NBD exchange for all Thin Client models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

*** Excludes HP SmartBuy Bundles as they are already discounted**

Rugged Tablet Windows

ESI - Hewlett Packard

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|---------------------------------|-----------------|--|-------------------------|---|
| Rugged Tablet Offering | B6A69AV ElitePad 900 | 1,185.00 | 18.00% | 971.70 | http://h18000.www1.hp.com/showroom/jpl |
| Mil-Std 810G Certified | | | | | |
| Intel or AMD Processor | | | | | |
| 4GB RAM or greater | | | | | |
| 128GB Storage | | | | | |
| Microsoft Windows 7 Professional or higher | | | | | |
| 802.11a/g/n integrated wireless | | | | | |
| 10.1 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Rugged Tablet Win models and future models. Additional types of warranties may be offered on the Services & Warranty tab

Included in unit price above

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes HP SmartBuy Bundles as they are already discounted**

| | |
|---|--------------|
| Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2) | 7.00% |
|---|--------------|

| |
|---|
| http://h18000.www1.hp.com/showroom/jpl |
|---|

Android Tablet

Hewlett Packard

| <i>Minimum Configurations</i> | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|----------------------|---------------|--|-------------------------|---|
| Tablet Offering | HP Slate 7 | 270.00 | 10.00% | 243.00 | http://h18000.www1.hp.com/showroom/ipl |
| Dual Core Processor | | | | | |
| 1GB RAM or greater | | | | | |
| 16GB Storage or greater | | | | | |
| Android 4.0 OS or higher | | | | | |
| 802.11b/g/n integrated wireless | | | | | |
| SD Card Memory Expansion slot | | | | | |
| Front and rear camera | | | | | |
| 7 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Android Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price above**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes HP SmartBuy Bundles as they are already discounted**

| | |
|---|--------------|
| Minimum Percentage Discount for Android Tablet Accessories (see note #2) | 7.00% |
|---|--------------|

| |
|---|
| http://h18000.www1.hp.com/showroom/ipl |
|---|

Windows Tablets

ESI - Hewlett Packard

| Minimum Configurations | Brand/Model # | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------------------|---------------------|----------|---|------------------|---|
| Tablet Offering | HP ElitePad B6A69AV | 1,185.00 | 20.00% | 948.00 | http://h18000.www1.hp.com/showroom/ip/ |
| Intel or AMD Processor | | | | | |
| 1GB RAM or greater | | | | | |
| 16GB Storage or greater | | | | | |
| Windows 7 Professional or higher | | | | | |
| 802.11b/g/n integrated wireless | | | | | |
| SD Card Memory Expansion slot | | | | | |
| Front and rear camera | | | | | |
| 8 inch screen or greater | | | | | |

Warranty is three years NBD Exchange for all Window Tablet models and future models. Additional types of warranties may be offered on the Services & Warranty tab **Included in unit price**

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like cases, screen protectors, blue tooth items etc. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

*** Excludes HP SmartBuy Bundles as they are already discounted**

| | |
|--|---------------|
| Minimum Percentage Discount for Windows Tablets Accessories (see note #2) | 18.00% |
|--|---------------|

(Was 10%)

| |
|---|
| http://h18000.www1.hp.com/showroom/ip/ |
|---|

Servers

Intel/ AMD Based

ESI - Hewlett Packard

Minimum Configurations

| Tower Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|-----------------------------|----------|---|------------------|---|
| Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter | HP Proliant ML310E Gen 8 | 1,825.00 | 26.00% | 1,350.50 | http://h18000.www1.hp.com/showroom/ipl |
| Rack Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | HP Proliant DL360E Gen 8 | 3,443.00 | 26.00% | 2,547.82 | http://h18000.www1.hp.com/showroom/ipl |
| Blade Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | HP BL420C Gen 8 | 3,070.00 | 26.00% | 2,271.80 | http://h18000.www1.hp.com/showroom/ipl |

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

| | |
|---|---------------|
| Minimum Percentage Discount for Server Accessories (see note #2) | 20.00% |
|---|---------------|

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

*** Excludes HP SmartBuy Bundles as they are already discounted**

Peripherals

ESI - Hewlett Packard

| Flash Drives | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--------------|--------------|-------|------------|------------------|---|
| 8 GB | DTSE9H/8GBZ | 10.00 | 7.00% | 9.30 | http://h18000.www1.hp.com/showroom/ipl |
| 16 GB | DTSE9H/16GBZ | 17.00 | 7.00% | 15.81 | http://h18000.www1.hp.com/showroom/ipl |
| 32 GB | DTSE9H/32GBZ | 34.00 | 7.00% | 31.62 | http://h18000.www1.hp.com/showroom/ipl |

| Monitors (<i>wide aspect</i>) | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------------|-------------|--------|------------|------------------|---|
| 17" LCD | AS171-BK | 139.00 | 12.00% | 122.32 | http://h18000.www1.hp.com/showroom/ipl |
| 19" LCD | VA2037A-LED | 152.00 | 12.00% | 133.76 | http://h18000.www1.hp.com/showroom/ipl |
| | | | | 0.00 | |

| Power Strip | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------------|---------|-------|------------|------------------|---|
| 6 Outlet 6ft cord 790 Joule | P74 | 11.99 | 7.00% | 11.15 | http://h18000.www1.hp.com/showroom/ipl |
| 8 Outlet 8ft cord 2500 Joule | P11VT3 | 39.99 | 7.00% | 37.19 | http://h18000.www1.hp.com/showroom/ipl |
| | | | | 0.00 | |

| Mouse | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------|------------|------|------------|------------------|---|
| Optical Scroll Mouse- USB | 910-001601 | 9.99 | 7.00% | 9.29 | http://h18000.www1.hp.com/showroom/ipl |

| Keyboard | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|------------------------|------------|-------|------------|------------------|---|
| Standard Keyboard- USB | 920-002478 | 14.99 | 7.00% | 13.94 | http://h18000.www1.hp.com/showroom/ipl |

| Wireless Keyboard/Mouse Combo | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|------------|-------|------------|------------------|---|
| Wireless keyboard and mouse USB interface | 920-004088 | 29.99 | 7.00% | 27.89 | http://h18000.www1.hp.com/showroom/ipl |

| Cables | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|----------------------|-----------------|-------|------------|------------------|---|
| 10 ft CAT5e | A3L791-10-BLK-S | 5.99 | 7.00% | 5.57 | http://h18000.www1.hp.com/showroom/ipl |
| 7 ft CAT5e | A3L781-07-BLK | 5.99 | 7.00% | 5.57 | http://h18000.www1.hp.com/showroom/ipl |
| 3 ft CAT6 | A3L980B03-BLU-S | 7.49 | 7.00% | 6.97 | http://h18000.www1.hp.com/showroom/ipl |
| 7' CAT6 | A3L980B07-BLU-S | 8.29 | 7.00% | 7.71 | http://h18000.www1.hp.com/showroom/ipl |
| HDMI to HDMI M/M 6ft | HDMMU6 | 13.99 | 7.00% | 13.01 | http://h18000.www1.hp.com/showroom/ipl |

| External Hard Drive | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---------------------------|---------|--------|------------|------------------|---|
| 1 TB USB 3.0 (portable) | 97395 | 172.00 | 7.00% | 159.96 | http://h18000.www1.hp.com/showroom/ipl |
| 500 GB USB 3.0 (portable) | 97656 | 126.00 | 7.00% | 117.18 | http://h18000.www1.hp.com/showroom/ipl |

| | | | | | |
|---------------------------------|---------------------------|--------|-------|--------|---|
| 2 TB USB 3.0 (external desktop) | STBV2000100 | 119.99 | 7.00% | 111.59 | http://h18000.www1.hp.com/showroom/ipl |
| 4 TB USB 3.0 (external desktop) | WDBCPZ0040HAL-NESN | 229.99 | 7.00% | 213.89 | http://h18000.www1.hp.com/showroom/ipl |

| Web Cams | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|-------------------|-------------|-------------------|-------------------------|---|
| Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution | CS0300-1N | 19.99 | 7.00% | 18.59 | http://h18000.www1.hp.com/showroom/ipl |
| Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution | CS720A0-1N | 39.99 | 7.00% | 37.19 | http://h18000.www1.hp.com/showroom/ipl |

| USB Hubs | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|---------------------|-------------|-------------------|-------------------------|---|
| USB 2.0 7 port hub, power supply included | JU-H70411-S2 | 59.99 | 7.00% | 55.79 | http://h18000.www1.hp.com/showroom/ipl |
| Mini hub 4 port hi speed USB, no power supply needed | JU-H40812-S1 | 59.99 | 7.00% | 55.79 | http://h18000.www1.hp.com/showroom/ipl |

| Speakers | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|---|-------------------|-------------|-------------------|-------------------------|---|
| PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included, | 980-000417 | 24.99 | 7.00% | 23.24 | http://h18000.www1.hp.com/showroom/ipl |
| PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included | CA-3602 | 57.99 | 7.00% | 53.93 | http://h18000.www1.hp.com/showroom/ipl |

| Label Printer | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included | QL-500 | 69.99 | 7.00% | 65.09 | http://h18000.www1.hp.com/showroom/ipl |

| I. Battery Back Up Unit | Model # | List | Discount % | Discounted Price | Public Site to Verify Model #/List Price |
|--|----------------|-------------|-------------------|-------------------------|---|
| UPS external, 550 VA power capacity, 3 min battery run time | BE550G | 69.99 | 10.00% | 62.99 | http://h18000.www1.hp.com/showroom/ipl |
| UPS external, 1440 VA power capacity, 7 min battery run time | SMT1500 | 559.00 | 10.00% | 503.10 | http://h18000.www1.hp.com/showroom/ipl |
| UPS 750 VA power capacity, 16 min battery run time | SMT750 | 329.00 | 10.00% | 296.10 | http://h18000.www1.hp.com/showroom/ipl |

******Additional shipping costs for UPS's must be pre-approved by Authorized User prior to shipment**

*****Warranty is manufacturer's warranty for all peripherals**

******Once a supplier wins the peripherals category, their entire catalog of peripherals can be offered to the Commonwealth of Virginia and other public bodies. VITA reserves the right to reject any proposed products during the term of an awarded contract**

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|---------------------|--|
| APC | 10.00% |
| Acer | 5.00% |
| Anthro | 10.00% |
| ASUS | 5.00% |
| Barracuda | 10.00% |
| Belkin | 10.00% |
| Citrix | 10.00% |
| Eaton | 10.00% |
| Epson | 5.00% |
| Kingston | 10.00% |
| Leibert | 10.00% |
| Lifesize | 10.00% |
| Logitech | 10.00% |
| Microsoft | 5.00% |
| Ncomputing | 15.00% |
| NEC | 10.00% |
| Novell | 10.00% |
| Sharp | 10.00% |
| Sony | 5.00% |
| Symantec | 10.00% |
| Targus | 10.00% |
| Tripplite | 10.00% |
| VMWare | 10.00% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Rate |
|---|------------------------|
| Network Engineer, Senior | \$ 181.00 |
| Network Engineer, Intermediate | \$ 161.00 |
| Network Engineer, Junior | \$ 134.00 |
| Help Desk Engineer | \$ 45.00 |
| PC Technician | \$ 50.00 |
| VoIP Engineer, Senior | \$ 181.00 |
| VoIP Engineer, Intermediate | \$ 161.00 |
| VoIP Engineer, Junior | \$ 134.00 |
| Server Application Engineer - Senior | \$ 161.00 |
| Server Application Engineer - Intermediate | \$ 181.00 |
| Server Application Engineer - Junior | \$ 161.00 |
| Directory Services Engineer | \$ 134.00 |
| Software/Application Security Services | \$ 150.00 |
| Computer Technician | \$ 60.25 |
| Tech Writer | \$ 75.00 |
| Project Manager | \$ 125.00 |
| Microsoft Systems Engineer - Intermediate | \$ 150.00 |
| Microsoft Systems Engineer - Senior | \$ 175.00 |
| ESI Managed Service Offerings | 15% off ESI List Price |
| ESI Fixed Price Projects | 15% off ESI List Price |
| ESI Pre/Post Warranty Services | 15% off ESI List Price |
| ESI Logistic Services (MAC) | 15% off ESI List Price |
| ESI PC, Server and Hardware Installation Services | 15% off ESI List Price |
| All other ESI Services | 15% off ESI List Price |

**EXHIBIT C
Servers**

Intel/ AMD Based

ESI - Cisco

Minimum Configurations

| Tower Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
|--|-----------------------------|-------------|--|-------------------------|--|
| Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter | Cisco UCS C22 | 4,738.00 | 35.00% | 3,079.70 | www.buildprice.cisco.com |
| Rack Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | Cisco UCS C24 | 6,032.00 | 35.00% | 3,920.80 | www.buildprice.cisco.com |
| Blade Server Offering | Brand/Model | LIST | Percentage Discount (see note #1 below) | Discounted Price | Public Site to Verify Model #/List Price |
| Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed | Cisco UCSB-B200-M3-U | 8,491.00 | 35.00% | 5,519.15 | www.buildprice.cisco.com |

Warranty is three years on-site for all server models and future models. Additional warranty and services may be offered on the Services & Warranty tab

Included in unit price above

AMD processors must be at least equivalent to listed Intel processors

| | |
|---|---------------|
| Minimum Percentage Discount for Server Accessories (see note #2) | 20.00% |
|---|---------------|

Note #1 - The percentage discount will be the minimum discount for this model and all models sold in this category during the course of the contract. Winning suppliers may have the opportunity to increase percentage discount on a case by case basis during a RFQ process

Note #2 - These are items like blade enclosures, racks for rack mount servers, rack UPS units, KVM switches, Items such network switches, and Enterprise Storage are covered under other VITA contracts.

| MANUFACTURER | MINIMUM PERCENTAGE DISCOUNT FROM LIST |
|---------------------|--|
| APC | 10.00% |
| Acer | 5.00% |
| Anthro | 10.00% |
| ASUS | 5.00% |
| Barracuda | 10.00% |
| Belkin | 10.00% |
| Citrix | 10.00% |
| Eaton | 10.00% |
| Epson | 5.00% |
| Kingston | 10.00% |
| Leibert | 10.00% |
| Lifesize | 10.00% |
| Logitech | 10.00% |
| Microsoft | 5.00% |
| Ncomputing | 15.00% |
| NEC | 10.00% |
| Novell | 10.00% |
| Sharp | 10.00% |
| Sony | 5.00% |
| Symantec | 10.00% |
| Targus | 10.00% |
| Tripplite | 10.00% |
| VMWare | 10.00% |

Services and Warranty

In the fields below, enter any services you chose to offer, as well as pricing

| Service or Warranty Description | Rate |
|---|------------------------|
| Network Engineer, Senior | \$ 181.00 |
| Network Engineer, Intermediate | \$ 161.00 |
| Network Engineer, Junior | \$ 134.00 |
| Help Desk Engineer | \$ 45.00 |
| PC Technician | \$ 50.00 |
| VoIP Engineer, Senior | \$ 181.00 |
| VoIP Engineer, Intermediate | \$ 161.00 |
| VoIP Engineer, Junior | \$ 134.00 |
| Server Application Engineer - Senior | \$ 161.00 |
| Server Application Engineer - Intermediate | \$ 181.00 |
| Server Application Engineer - Junior | \$ 161.00 |
| Directory Services Engineer | \$ 134.00 |
| Software/Application Security Services | \$ 150.00 |
| Computer Technician | \$ 60.25 |
| Tech Writer | \$ 75.00 |
| Project Manager | \$ 125.00 |
| Microsoft Systems Engineer - Intermediate | \$ 150.00 |
| Microsoft Systems Engineer - Senior | \$ 175.00 |
| ESI Managed Service Offerings | 15% off ESI List Price |
| ESI Fixed Price Projects | 15% off ESI List Price |
| ESI Pre/Post Warranty Services | 15% off ESI List Price |
| ESI Logistic Services (MAC) | 15% off ESI List Price |
| ESI PC, Server and Hardware Installation Servic | 15% off ESI List Price |
| All other ESI Services | 15% off ESI List Price |



HP Limited Warranty Statement - Desktop and Workstation PCs, Notebook and Tablet PCs, and Displays

General Terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer for the duration specified on the product description page. Please refer to the HP Web site for an extensive description of your limited warranty entitlements. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. FOR CONSUMER TRANSACTIONS, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

This Limited Warranty applies only to HP branded and Compaq branded hardware products (collectively referred to in this Limited Warranty as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, authorized distributors, or country distributors

(collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs; non-HP products or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product—such as external storage subsystems, displays, printers and other peripherals—are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers, or publishers may provide their own warranties directly to you.

HP guarantees that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

HP will, at its sole discretion, repair or replace any component or hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit selected by HP that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of end-user replaceable HP or HP approved parts if available for your product in the servicing country or region. If you have purchased an HP Product that includes a rechargeable battery HP warrants that battery will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of the HP Product that uses the battery. As with all batteries, the maximum capacity of the battery included in the HP Product will decrease with time or use. The battery warranty does not cover changes in battery capacity. Your battery is only warranted from defects in materials or workmanship resulting in failure. To determine whether your battery has had a warranted failure, you may be required to run an HP diagnostic test. Battery life is not warranted and will vary depending on product configuration and usage, including but not limited to product model, applications running, power management settings, and product features.

If you have purchased a tablet notebook PC that includes a stylus or pen, HP warrants that the pen or stylus will be free from defects in material and workmanship for a period of one (1) year from the date of purchase of your tablet notebook PC.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; or (3) parts intended for one system are installed in another system of different make or model.

Exclusive Remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS

AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP OR AN AGENT OR EMPLOYEE OF HP—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of Liability

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE MAXIMUM LIABILITY OF HP UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Limited Warranty Period

The Limited Warranty Period for an HP Hardware Product is a specified, fixed period commencing on the date of purchase and specified on the product description page. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

Options and Accessories Limited Warranty

The Limited Warranty terms and conditions for most HP branded options and accessories (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and included with the product. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option or Accessory is being installed, whichever period is the longer, but not to exceed three (3) years from the date you purchased the HP Option or HP Accessory. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS IS." However, non-HP manufacturers and suppliers may provide warranties directly to you.

Software Limited Warranty

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END-USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS, FREWARE OR OPEN SOURCE SOFTWARE (software provided under public license by third parties, including operating systems or applications) OR THE OPERATING SYSTEM PREINSTALLED BY HP ARE PROVIDED 'AS IS' AND WITH ALL FAULTS, AND HP HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY

RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The only warranty obligations HP has with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Customer Responsibilities

In order to avoid the risk of charges for issues not covered by your limited warranty (issues that are not due to defects in materials and workmanship on HP Hardware Products), you will be asked to assist HP as follows:

- Verify configurations, load most recent firmware, install software patches, run HP diagnostics and utilities.
- Implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem using online chat, email, or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support or repairs, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Remove any external options or accessories that would be subject to loss during the repair or replacement process.
- Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of Hardware Warranty Service

Listed below are the types of warranty support service that may be applicable to the HP Hardware Product you have purchased. All services may not be available in all countries or regions.

Customer Self Repair Warranty Service

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. You are required to co-operate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing software updates or patches, removing third party options and/or substituting options. If assistance is required, you can contact HP technical support and a technician will help you using online chat, email, or telephone. HP specifies in the documentation shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) to fifteen (15) days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a Customer Self Repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used. The classification of CSR parts may vary by country or region.

Parts Only Warranty Service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced Unit Replacement Warranty Service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) to fifteen (15) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

Pick Up & Return Warranty Service

Your HP Limited Warranty may include a pick up and return warranty service. Under the terms of pick up and return service, HP will pick up the defective unit from your location, repair it, and return it to your location. HP will incur all repair, logistics, and insurance costs for this type of service.

Carry-in Warranty Service

Your HP Limited Warranty may include a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to and from the service location. In addition, you are responsible for insuring any product shipped or returned to an authorized service location, and you assume risk of loss during shipping.

Mail-in Warranty Service

Your HP Limited Warranty may include a mail-in warranty service. Under the terms of mail-in service, you will be required to ship your HP Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, you are responsible for insuring any product you ship, and you assume risk of loss during shipping. HP will return the repaired product to you and incur all logistics and insurance costs to return the product to you.

On-Site Warranty Service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By the use of a CSR part
- By a service call at the location of the defective unit

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 8:00 AM to 5:00 PM (08.00 to 17.00), Monday through Friday, but may vary with local business practices. The response time may vary, and additional charges may be incurred, depending on travel constraints and distance from the nearest HP Support location or HP authorized service provider. To find the phone numbers, and in some cases maps, of the nearest HP Support location or HP authorized service provider, refer to the HP Web site at <http://welcome.hp.com/country/us/en/wwcontact.html>. In order to receive on-site support, you must:

- Have a representative present when HP provides warranty services at your site
- Notify HP if products are being used in an environment that poses a potential health or safety hazard to HP employees or subcontractors
- Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support
- Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible
- Maintain an environment consistent with product specifications and supported configurations

Initial Setup and Technical Support for Included Software

Technical Support for your HP Software, HP pre-installed third-party software and third-party software purchased from HP, including initial setup support, is available from HP via multiple contact methods, including electronic media and telephone, for the period described on the product description page. Any exceptions to this will be specified in your End User License Agreement (EULA).

Support includes assistance with:

- Answering your installation questions (how to, first steps, and prerequisites).
- Setting up and configuring the software and options supplied or purchased with HP Hardware Products (how-to and first steps.) Excludes system optimization, customization and network configuration.
- Interpreting system error messages.
- Isolating system problems to software usage problems.
- Obtaining HP Care Pack information or updates for software supplied or purchased with HP Hardware Products.

Support does NOT include assistance with:

- Generating or diagnosing user generated programs or source codes.
- Installation of non-HP software.
- System optimization, customization, and network configuration

Freeware and Open Source Operating Systems and Applications

HP does not provide technical support for software provided under public license by third parties ("Freeware" and "Open Source" software), including operating systems or applications. Technical support for Freeware and Open Source software provided with HP Hardware Products is provided by the Freeware or Open Source software vendor.

For support contact information, please refer to the Freeware or Open Source operating system or application help, documentation, or other application support statement included with your HP Hardware Product.

Contacting HP

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing one of the following:

- Locate and contact your nearest HP Support location via the World Wide Web at: <http://welcome.hp.com/country/us/en/wwcontact.html>
- Contact your HP authorized service provider
- Call the Technical Support Center at 1.800.hpinvent or 1.800.474.6836

Before calling HP or an HP authorized service provider please have the following information available:

- Product serial number, model name, and product model number
- Applicable error messages
- Add-on options
- Operating system
- Third-party hardware or software
- Detailed questions

Under this HP Limited Warranty, products purchased in one country or region may be transferred to another country or region where HP or its authorized service providers offer warranty service for the same product model number. Warranty terms, service availability, and service response times may vary from country or region to country or region. Standard warranty service response time is subject to change due to local parts availability. If so, your HP authorized service provider can provide you with details. HP will not alter form, fit, or function of this HP product to make it operate in a country for which it was never intended to function for legal or regulatory reasons. HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

EXHIBIT D

HP ProLiant and X86 Servers and Options

Global Limited Warranty and Technical Support

392512-044

April 26, 2013

Hardware limited warranty

General terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

FOR CONSUMER TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

Please refer to the section titled "[Australia Warranty Policy](#)" for specific information regarding products supplied to Australian consumers.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

Under the HP Global Limited Warranty program, products purchased in one country/region may be transferred to another country/region, where HP or its authorized service providers offer warranty service for the same product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability. Your HP authorized service provider can provide you with details.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

This Limited Warranty applies only to HP-branded and Compaq-branded hardware products (collectively referred to in this Limited Warranty as "HP Hardware Products") sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "HP") with this Limited Warranty. The term "HP Hardware Product" is limited to the hardware components and required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs, non-HP products, or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product— such as external storage subsystems, displays, printers and other peripherals—are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers or publishers may provide their own warranties directly to you.

HP warrants that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP's choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of HP-approved parts if available for your product in the servicing country or region.

HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; (3) parts intended for one system are installed in another system of different make or model.

Exclusive remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP OR AN AGENT OR EMPLOYEE OF HP—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of liability

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST REVENUE, LOSS OF USE, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES OR EVEN IF SUCH POSSIBILITY WERE REASONABLY FORESEEABLE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Options limited warranty

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer unless stated otherwise in the [Limited warranty period](#) section. In all cases, the warranty period of the HP Option will not exceed three (3) years from the date you purchased the HP Option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS IS". However, non-HP manufacturers and suppliers may provide warranties directly to you.

Customer responsibilities

To enable HP to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the HP Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware, install software patches, run HP diagnostics and utilities, and implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Allow HP to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"); Proprietary Service Tools are and remain the sole and exclusive property of HP. Additionally, you will:
 - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HP
 - Install, maintain, and support Proprietary Service Tools, including any required updates and patches

- Provide remote connectivity through an HP-approved communications line, if required
 - Assist HP in running the Proprietary Service Tools
 - Use the electronic data transfer capability to inform HP of events identified by the software
 - Purchase HP-specified remote connection hardware for systems with remote diagnosis service, if required
 - Return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools upon termination of warranty support
 - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools
- In some cases, HP may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.
 - Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
 - Cooperate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
 - Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
 - Maintain a procedure to reconstruct your lost or altered files, data, or programs that is not dependent on the HP Hardware Product under warranty support.
 - Notify HP if you use HP Hardware Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone warranty service until you remedy such hazards.
 - Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the [“Limited warranty period”](#) section.

Customer self repair

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which customer self repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
- Parts for which customer self repair is optional. These parts are also designed for customer self repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the telephone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

Parts only warranty service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced unit replacement warranty service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

On-site warranty service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By the use of a CSR part
- By a service call at the location of the defective unit

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (typically 50km), response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider, refer to the HP website at <http://www.hp.com/support>.

In order to receive on-site support, you must:

- Have a representative present when HP provides warranty services at your site
- Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors
- Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support
- Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible
- Maintain an environment consistent with product specifications and supported configurations

Service upgrades

HP has a range of additional support and service coverage for your product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HP website at <http://www.hp.com/support>.

Limited warranty period

The Limited Warranty Period for an HP Hardware Product is a specified, fixed period commencing on the date of purchase. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

Table 1: ProLiant and X86 server products

| Products | Limited warranty period and service delivery method ^{1,2,7} | Response time ³ |
|---|--|--|
| HP server tc2120 | 1 year parts and on-site labor | Next business day |
| ProLiant BL e-Class server blades ⁴ | 1 year parts only | Next business day |
| ProLiant BL e-Class server blade enclosures, interconnect trays | 3 years parts and on-site labor | Next business day |
| ProLiant BL30p, BL35p, BL260c server blades | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| BladeSystem p-Class ProLiant p-Class server blades (excluding BL30p, BL35p) p-Class enclosure, interconnects ⁵ , power enclosures, power distribution, diagnostic stations | 3 years parts and on-site labor 3 years parts and on-site labor | Next business day Next business day |
| BladeSystem c-Class ProLiant c-Class 400 and 600 series server blades ProLiant c-Class 200 series server blades ProLiant c-Class 200 series G6 and later server blades c-Class enclosure c-Class interconnects ⁵ Virtual Connect | 3 years parts and on-site labor 1 year parts and on-site labor 3 years parts only 3 years parts and on-site labor 1 year parts and on-site labor 1 year parts and on-site labor | Next business day Next business day Next business day Next business day Next business day Next business day |
| ProLiant CL380 packaged clusters ⁶ | 3 years parts and on-site labor | Next business day |
| ProLiant DL120 servers | 1 year parts only | 1 to 5 business days |
| ProLiant DL120 G6 servers | 3 years parts only | 1 to 5 business days |
| ProLiant DL140 servers | 1 year parts only | 1 to 5 business days |
| ProLiant DL140 G3 and later servers | 1 year parts and on-site labor | Next business day |
| ProLiant DL145 G1, G2 servers | 1 year parts only | 1 to 5 business days |
| ProLiant DL145 G3 and later servers | 1 year parts and on-site labor | Next business day |
| ProLiant DL160 servers ProLiant DL160 G6 and later servers | 1 year parts and on-site labor Year 1: parts and on-site labor Years 2-3: parts only | Next business day Next business day |
| ProLiant DL165 servers | 1 year parts and on-site labor | Next business day |
| ProLiant DL165 G7 servers | Year 1: parts and onsite labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant DL180 servers ProLiant DL180 G6 and later servers | Year 1: parts and on-site labor Years 2-3: parts only Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day Next business day |
| ProLiant DL185 servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant DL170 servers | 1 year parts and on-site labor | Next business day |
| ProLiant DL320 servers ProLiant DL320 G6 and later servers | Year 1: parts and on-site labor Years 2-3: parts only 3 years parts and on-site labor | Parts: 1 to 5 business days Labor: Next business day Next business day |
| ProLiant ML110 servers | 1 year parts and on-site labor | Next business day |

| Products | Limited warranty period and service delivery method ^{1,2,7} | Response time ³ |
|-------------------------------------|--|---|
| ProLiant ML110 G3 and later servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant ML115 servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant ML150 servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant ML310 servers | 1 year parts and on-site labor | Next business day |
| ProLiant ML310 G3 and later servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant ML330 G2, G3 servers | 1 year parts and on-site labor | Next business day |
| ProLiant ML330 G6 servers | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| ProLiant SL160 servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL165 servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL170 servers | 1 year parts and on-site labor | Next business day |
| ProLiant MicroServer | 1 year parts only | 1 to 5 business days |
| ProLiant DL320e servers | 1 year parts and on-site labor | Next business day |
| ProLiant DL360e servers | Year 1: parts and on-site labor Years 2-3: parts only | Next business day |
| ProLiant DL380e servers | Year 1: parts and on-site labor Years 2-3: parts only | Next business day |
| ProLiant ML350e servers | Year 1: parts and on-site labor Years 2-3: parts only | Next business day |
| ProLiant SL140s servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL230s servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL250s servers | 1 year parts and on-site labor | Next business day |
| ProLiant ML310e servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL4545 G7 servers | 1 year parts and on-site labor | Next business day |
| ProLiant SL4540 Gen8 servers | 1 year parts and on-site labor | Next business day |
| All other ProLiant models | 3 years parts and on-site labor | Next business day |

¹Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Hardware Product. For current warranty information, contact the nearest HP Sales office.

²ATA, SATA, and MDL SAS hard drives have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed.

³Response times are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response time is based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your local HP service organization for response time availability in your area.

⁴ProLiant BL e-Class server blades do not take on the warranty attributes of the server blade enclosure.

⁵Interconnects include Pass-thru modules and switches. Switches have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed. HP Networking 6120 series blade switches carry a limited lifetime warranty. Non-HP options are provided "AS IS". However, non-HP manufacturers and suppliers may provide warranties directly to you. HP Storage Fibre Channel switches have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed. Refer to the warranty for HP Storage products on the HP website at <http://h18006.www1.hp.com/products/storageworks/warranty.html>.

⁶Other ProLiant clusters assume the warranty attributes of their components.

⁷Solid State Drives may be subject to Maximum Usage Limitations: The maximum amount of data that can be written to the device. Parts and components that HP determines have reached or exceeded their Maximum Usage limitations will not be provided, repaired, or replaced under warranty.

Table 2: ProLiant and X86 server options¹

| Products | Limited warranty period and service delivery method ² | Response time ³ |
|--|--|---|
| Batteries | 1 year parts only | 1 to 5 business days |
| Cables | 1 year parts only | 1 to 5 business days |
| Disk Drive Enclosures | 3 years parts only | 1 to 5 business days |
| Flash Media (USB, SD, MicroSD, SDHC) | 1 year parts only ⁸ | 1 to 5 business days |
| Hard Disk Drives (ATA, PATA, SATA)* | 1 year parts only | 1 to 5 business days |
| Hard Disk Drives (MDL SAS)* | 1 year parts only | 1 to 5 business days |
| Hard Disk Drives (SCSI, SAS) | 3 years parts only | 1 to 5 business days |
| Host Bus Adapters | 1 year parts only | 1 to 5 business days |
| Memory | 1 year parts only | 1 to 5 business days |
| Modems | 1 year parts only | 1 to 5 business days |
| Modular Cooling Systems (MCS) | 1 year parts only | 1 to 5 business days |
| Network Adapters (NIC) | 1 year parts only | 1 to 5 business days |
| InfiniBand Options (HCAs, Switches and cables) | 1 year parts only | 1 to 5 business days |
| Optical Drives | 1 years parts only | 1 to 5 business days |
| Power Protection and Management (UPS, including UPS batteries) | Year 1: parts and on-site labor Years 2-3: parts only | Parts: 1 to 5 business days Labor: Next business day |
| Processors | 3 years parts only | 1 to 5 business days |
| Racks and Rack Accessories | 3 years parts only | 1 to 5 business days |
| Remote Insight Lights Out Edition II boards | 1 year parts only | 1 to 5 business days |
| Storage Array Controllers | 3 years parts only | 1 to 5 business days |
| Enterprise Solid State Drives (SSD) after April 2011 | 3 years parts only subject to maximum usage limits. ⁷ | 1 to 5 business days |

¹ Table 2 describes ProLiant and X86 server option products only. The warranty terms for other options available from HP are set forth in the limited warranty provided with those options. Refer to the warranty for HP Storage products on the HP website at <http://h18006.www1.hp.com/products/storageworks/warranty.html>.

²Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Hardware Product; for current warranty information contact the nearest HP Sales office.

³Response times are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response time is based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your local HP service organization for response time availability in your area.

⁷Subject to Maximum Usage Limitation: The maximum amount of data that can be written to the device. Parts and components that HP determines have reached or exceeded their Maximum Usage limitations will not be provided, repaired, or replaced under warranty.

⁸Limited warranty regardless of the warranty period for the system in which they are installed.

* These options have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed.

Table 3: HP Storage products

| Products | Limited warranty period and service delivery method | Response time |
|---|---|---------------|
| HP Storage products (inclusive of but not limited to disk array, NAS, AIT, DLT, DAT, MSA) | http://h18006.www1.hp.com/products/storageworks/warranty.html | |

Table 4: Software products

| Products | Technical support | Response time ¹ |
|--|--|----------------------------|
| HP branded software | 90 days support for initial setup | Standard office hours |
| Third-party branded software installed by or purchased from HP | 90 days support for initial setup | Standard office hours |
| Software delivery media ² | 90 days replacement of defective media | 5 business days |

¹ Response times are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response time is based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your local HP service organization for response time availability in your area.

²Software Delivery Media: The material used to deliver HP branded software or third-party software installed by or purchased from HP (i.e., CD, diskette, or tape).

Table 5: Datacenter Infrastructure products

| Products | Technical support | Response time ¹ |
|---|--|----------------------------|
| Performance Optimized Datacenter (datacenter container, racks, cooling infrastructure, and power distribution system) | 1 year parts and on-site labor Warranty commences upon customer acceptance of the POD as set forth in the Performance Acceptance Testing, or 140 calendar days from POD shipment, whichever comes first. If no acceptance criteria are set forth in a PAT, then acceptance shall be deemed upon delivery. | Next business day |

¹ Response times are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response time is based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your local HP service organization for response time availability in your area.

Software limited warranty

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END-USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS, FREeware (as defined below) OR THE OPERATING SYSTEM PREINSTALLED BY HP ARE PROVIDED “AS IS” AND WITH ALL FAULTS, AND HP HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON- INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HP's only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media, please refer to the following website: <http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lp50101>

It is your responsibility to contact non- HP manufacturers or suppliers for their warranty support.

FOR CONSUMER TRANSACTIONS IN AUSTRALIA AND NEW ZEALAND, THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU. Please refer to the section titled “[Australia Warranty Policy](#)” for specific information regarding products supplied to Australian consumers.

Freeware operating systems and applications

HP does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HP Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your HP Hardware Product.

Support for initial setup

Electronic or telephone support for initial setup is available from HP for ninety (90) days from date of purchase. See "[Contacting HP](#)" for online resources and telephone support.

Support includes:

- Answering installation questions (how-to, first steps, and prerequisites)
- Setting up and configuring software and options supplied or purchased with HP Hardware Products (how-to and first steps)
- Interpreting system error messages
- Isolating system problems
- Obtaining support pack information or updates for software purchased or supplied with HP Hardware Products

Support does NOT include assistance with:

- Generating or diagnosing user-generated programs or source codes
- Installation of non-HP products
- System optimization, customization, and network configuration.

Contacting HP

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing the following:

- Locate your nearest HP support provider via the World Wide Web at: <http://www.hp.com/support>
- Contact your nearest HP support provider, and be sure to have the following information available before you call:
 - Product serial number, model name, and model number
 - Applicable error messages
 - Add-on options
 - Operating system
 - Third-party hardware or software
 - Detailed questions

Australia Warranty Policy

HEWLETT-PACKARD AUSTRALIA WARRANTY POLICY: YOUR CONSUMER RIGHTS

When you buy a good from HP as a consumer, the good comes with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

The relevant guarantees are as follows:

- **Quality**—goods supplied by HP must be of acceptable quality. The test for acceptable quality is whether a reasonable consumer, fully aware of the state and condition of the goods, would find them:
 - safe, durable and free from defects;
 - acceptable in appearance and finish; and
 - fit for all the purposes for which goods of that kind are commonly supplied.This must take into account the nature and price of the goods, and any statements on packaging or labelling.
- **Disclosed Purpose**—goods or services supplied by HP that HP represents are reasonably fit for a purpose expressly disclosed by a consumer must be reasonably fit for that purpose.
- **Description**—goods supplied by HP must match the description provided by HP.
- **Sample**—goods supplied by HP must match any sample shown to you by HP.
- **Title**—a consumer who purchases a good from HP must receive clear title to the good.
- **Due care and skill**—services provided to you by HP must be provided with due care and skill.
- **Express warranties**—HP will be legally required to comply with the express warranty that is out in its terms and conditions.
- **Reasonable time**—repair services provided by HP must be provided within a reasonable time.

If you think that you are entitled to any of the above remedies, please contact HP:

Hewlett-Packard Australia Pty Ltd
353 Burwood Highway
Forest Hill Vic 3131

To initiate a support request, please use the numbers below or visit <http://www.hp.com.au> and select the **Customer Service** option for the most current list of phone support numbers.

| Products | Phone |
|---|---|
| Support for all HP Products except those listed separately below | 13 10 47 If dialling internationally: +61 2 8278 1039 |
| DeskJet, Office Jet, PSC, All-in-One, Photosmart & Personal LaserJet Series 1000, P1000, M1000 and Colour LaserJet CP1000 Series and model CM1415 | 1300 721 147 If dialling internationally: +61 3 8833 5000 |
| HP Pavilion Desktop PC Support & Spare Parts | 1300 721 147 If dialling internationally: +61 3 8833 5000 |
| Compaq Presario PC Support & Spare Parts | 1300 888 423 If dialling internationally: +61 3 8833 5000 |
| HP MediaSmart Server & HP StorageWorks DataVault | 1 800 83 9667 |
| HP Calculators | 1 300 551 664 |
| HP WebOS support (Including HP TouchPad and Palm products) | 1 800 282 653 |

For further information on consumer rights visit: <http://www.consumerlaw.gov.au> and <http://www.accc.gov.au/consumerguarantees>

Cisco Unified Computing Support and Warranty Services



The Cisco Unified Computing System provides the foundation for a broad spectrum of virtualization initiatives that can reduce equipment and operating expenses, consolidate resources, and automate data center processes.

Maintain Optimal Uptime and Availability

The more benefits you realize from the Cisco Unified Computing System™, the more important the technology becomes to your business. If an issue arises, you want support from dedicated specialists who have in-depth expertise in virtualized data center environments, server hardware and software, and unified computing technology. You can be confident that you are covered with Cisco® Unified Computing Support and Warranty Services.

The Cisco Unified Computing System (UCS) B-Series Blade Servers and C-Series Rack-Mount Servers are backed by a warranty that includes three-year parts coverage and next business day (NBD) [onsite parts replacement](#) eight hours a day, five days a week. Onsite part arrival times may vary based on location. The Cisco UCS warranty includes a 90-day software warranty on media. Ongoing downloads of BIOS, firmware, drivers, and Cisco Unified Computing System Manager (UCSM) updates are also included. The Cisco UCSM updates include minor enhancements and bug fixes that are designed to maintain the compliance of Cisco UCSM with published specifications, release notes, and compliance with industry standards.

Augmenting the Cisco Unified Computing System warranty, Cisco's award-winning support and warranty services help you increase uptime, quickly resolve issues, and get the most from your unified computing investment. Cisco Unified Computing Support and Warranty Services include:

- Unified Computing Warranty Plus
- Unified Computing Support Service
- Unified Computing Mission Critical Support Service

Unified Computing Warranty Plus

For faster parts replacement than is provided with the standard Cisco Unified Computing System warranty, you can purchase the Cisco Unified Computing Warranty Plus. You can choose from several levels of advanced parts replacement coverage, including onsite parts availability in as little as two hours. Onsite part arrival times may vary based on location. Warranty Plus provides anytime, remote

access to Cisco support professionals, who can determine if a return materials authorization (RMA) is required. Many IT organizations find that this is the right level of support for a preproduction pilot or lab testing of their Cisco UCS solution.

Unified Computing Support Service

For support of your entire Cisco Unified Computing System, Cisco offers the Cisco Unified Computing Support Service. This service provides expert software and hardware support to help you sustain performance and high availability of your unified computing environment. In addition to all of the Warranty Plus features, you have access to the award-winning Cisco Technical Assistance Center (TAC) around the clock, from anywhere in the world. As a part of this service, Cisco will assist in issues involving third-party software that has been certified for use on the Cisco Unified Computing System. Purchase of third-party software requires Independent Software Vendor Application Services (ISV1) Support. ISV1 support provides assistance 24 hours a day, 7 days a week. Our support engineers have a wide range of industry certifications, including VMware, Red Hat, Novell, and Microsoft certifications. As a result, Cisco engineers help you resolve identifiable and reproducible problems, using established escalation management procedures to enlist specialized expertise from Cisco and selected third parties where necessary. For Cisco UCS servers under Cisco Unified Computing System Manager (UCSM), you get Smart Call Home, which provides proactive, embedded diagnostics and real-time alerts. For systems that include Cisco UCSM, the support service includes downloads of Cisco Unified Computing System Manager upgrades, which might require appropriate software licensing. The Unified Computing Support Service includes flexible advance hardware replacement options, including two hour part arrival. You can also access Cisco's extensive online technical resources to help you maintain optimal efficiency and uptime of your unified computing environment.

Unified Computing Mission Critical Support Service

If you are operating critical business applications within the unified computing environment, we offer the Cisco Unified Computing Mission Critical Support Service. This service helps you protect your business operations by maintaining the stability and availability of your business-critical unified computing environment, while helping you to realize the full value of your investment. The Mission Critical Support Service is Cisco's highest level of support for the Cisco Unified Computing System and provides personalized technical account management, expedited technical support, and expert field support engineering, in addition to all of the Cisco Unified Computing Support Service features.

The Cisco Mission Critical Support Service provides a designated technical account manager (TAM), who acts as a strategic resource to help assure your unified computing environment runs at peak efficiency, while adhering to your business computing strategy and requirements. Should a problem arise that threatens business continuity, the TAM provides crisis management leadership, and your IT staff gets expedited access to the award-winning Cisco TAC. If you need expert field support to implement proactive and remedial changes, the field support engineering option provides an engineer with deep technical expertise who implements changes remotely or onsite. When your unified computing environment is crucial to your business, the Cisco Unified Computing Mission Critical Support Service provides the personalized, expert technical support you need to accelerate problem remediation and help minimize downtime.

Table 1 summarizes the Unified Computing Support and Warranty Services features and benefits.

Table 1. Cisco Unified Computing Support and Warranty Services Features and Benefits

| Features | Benefits |
|---|---|
| <p>Unified Computing Warranty</p> <ul style="list-style-type: none"> • Three-year parts coverage • NBD onsite parts replacement eight hours a day, five days a week • 90-day software warranty on media • Worldwide remote access to Cisco 24 hours a day, seven days a week to determine if RMA is required • Downloads of BIOS, drivers, and firmware updates • Cisco UCSM updates for systems with Cisco Unified Computing System Manager. • On demand access to the extensive Cisco.com online knowledge base, resources, and tools | <ul style="list-style-type: none"> • Reliable parts coverage for non-critical implementations • Timely onsite and online support availability |
| <p>Unified Computing Warranty Plus</p> <ul style="list-style-type: none"> • Flexible, advance hardware replacement options: <ul style="list-style-type: none"> ◦ Parts delivered NBD eight hours a day, five days a week ◦ Parts delivered within four hours, eight hours a day, five days a week ◦ Parts delivered within four hours, 24 hours a day, seven days a week ◦ Parts delivered within two hours, 24 hours a day, seven days a week • Options for faster onsite parts replacement • Worldwide remote access to Cisco 24 hours a day, seven days a week to determine if RMA is required • All Warranty features | <ul style="list-style-type: none"> • Peace of mind that your hardware will be delivered quickly • Fast, accurate onsite hardware replacement from a Cisco field engineer • Increased availability of unified computing resources and infrastructure • Faster improved delivery time for onsite parts replacement |
| <p>Unified Computing Support Service</p> <ul style="list-style-type: none"> • Global access to Cisco TAC 24 hours a day, seven days a week • Software and hardware support for the entire system • Software support includes: <ul style="list-style-type: none"> ◦ Downloads of Cisco UCSM upgrades for systems with Cisco Unified Computing System Manager; might require appropriate software licensing ◦ Triage support for third-party software that is part of Cisco UCS solution defined by Cisco but not purchased from Cisco ◦ If third-party software is purchased from Cisco, Independent Software Vendor Application Services (ISV1) Support is required and provided 24 hours a day, seven days a week • Smart Call Home <ul style="list-style-type: none"> ◦ Proactive diagnostics using embedded Call Home technology that continuously monitors Cisco UCS health ◦ Real-time alerts of potential issues ◦ For specific alerts, automatically generates service requests for severe problems ◦ Available for Cisco UCS servers managed by UCSM • On demand access to the extensive Cisco.com online knowledge base, resources, and tools • All Unified Computing Warranty Plus features | <ul style="list-style-type: none"> • Improved uptime and performance of your Cisco Unified Computing System through anytime access to vital technical support and resources • Expert assistance from skilled support engineers with extensive training in complex, virtualized environments and the Cisco Unified Computing System • Ability to maintain strong system security and the latest feature set through ongoing software updates • Ability to proactively identify and diagnose hardware issues before they affect critical applications • Fast, accurate onsite system repair from onsite unified computing engineer. Access to Cisco expert resources for assistance with issues of third-party software integration • Direct Cisco support for third-party software purchased from Cisco and supported under an ISV1 support contract |

| Features | Benefits |
|---|---|
| <p>Unified Computing MissionCritical Support Service:</p> <ul style="list-style-type: none"> • Personalized Technical Account Management <ul style="list-style-type: none"> ◦ Assigned technical account manager (TAM) is accountable for Cisco UCS technical support ◦ TAM understands your business, Cisco UCS, and IT trends ◦ Assesses Cisco UCS technical needs, including support plan, comprehensive health check, and critical software patch-level assessment ◦ Recommends technical changes that can be implemented by your IT staff or Cisco field support engineer (FSE) ◦ Provides crisis management leadership <ul style="list-style-type: none"> – Coordinates activities with third-party Cisco UCS vendors – Can submit Cisco service requests – Helps accelerate problem remediation and resolution ◦ Transfers knowledge <ul style="list-style-type: none"> – IT staff builds expertise in Cisco UCS working with TAM – Staff has full access to Cisco's extensive online resources ◦ Provides executive-level guidance through quarterly business review (QBR) and informal executive dialogues • Expedited Technical Support <ul style="list-style-type: none"> ◦ Accelerates problem remediation ◦ Response time in 30 minutes or less for severe problems ◦ Direct access to Cisco level 2 support engineers ◦ Global, around-the-clock support to award-winning TAC ◦ Includes software and hardware support, proactive diagnostics and real-time alerts, and onsite engineer and hardware in as little as two hours • Expert Field Support Engineering Option <ul style="list-style-type: none"> ◦ Field support engineer implements proactive and remedial changes <ul style="list-style-type: none"> – Remotely and onsite – Based on direction from you through the TAM ◦ FSE has extensive Cisco UCS and data center experience ◦ Informally transfers deep technical knowledge to your IT staff • All Cisco Unified Computing Support Service features | <ul style="list-style-type: none"> • Fast resolution of issues through immediate access to a high-level support team that already knows your environment and has extensive experience in complex data center implementations • Enhanced operational support through a Cisco technical account manager who manages all your service requests and provides recommendations to improve efficiency and avoid future issues • Improved uptime and performance of mission-critical unified computing resources through anytime access to vital technical support and resources • Ability to proactively identify and diagnose hardware issues before they affect critical applications • Maintenance of strong system security and the latest feature set through ongoing software updates • Easy support contract management with the ability to cover unified computing hardware, operating systems, and virtualization software with a single contract • Fast, accurate onsite system repair and technical support from expert unified computing engineer |

Benefits

Cisco Unified Computing Support and Warranty Services help you to increase the availability of your vital data center resources and realize the most value from your unified computing investment. These services help you:

- Optimize the uptime, performance, and efficiency of your Cisco Unified Computing System
- Protect your vital business applications and resources by rapidly identifying and addressing issues
- Strengthen in-house expertise through knowledge transfer and mentoring
- Improve operational efficiency by allowing Cisco Unified Computing System experts to augment your internal staff resources
- Improve business agility by diagnosing potential issues before they affect your operations

Why Cisco Data Center Services?

Today, the data center is a strategic asset in a world that demands better integration among people, information, and ideas. Your business and your data center work better when technology products and services are aligned with your business needs and opportunities. Cisco and our industry-leading partners deliver intelligent, personalized services that accelerate the transformation of your data center. Using a unified view of data center assets, Cisco takes an architectural approach to help you efficiently consolidate, virtualize, and manage data center resources. Cisco Data Center Services help transform, optimize, and protect your data center to reduce costs, deliver high availability, and improve application performance.

Availability

Cisco Unified Computing Support and Warranty Services are widely available. Check with your local Cisco representative for availability in your area.

For More Information

For more information about Cisco Unified Computing Services, visit www.cisco.com/go/unifiedcomputingservices.

To learn more about our comprehensive portfolio of Cisco Data Center Services, visit www.cisco.com/go/dcservices or contact your Cisco service account manager.



Cisco services. smarter *together*

Americas Headquarters
Cisco Systems, Inc.
San Jose, CA

Asia Pacific Headquarters
Cisco Systems (USA) Pte. Ltd.
Singapore

Europe Headquarters
Cisco Systems International BV Amsterdam,
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at www.cisco.com/go/offices.

Cisco and the Cisco Logo are trademarks of Cisco Systems, Inc. and/or its affiliates in the U.S. and other countries. A listing of Cisco's trademarks can be found at www.cisco.com/go/trademarks. Third party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (1005R)

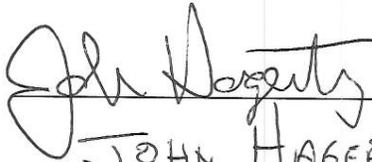
EXHIBIT F: CERTIFICATION REGARDING LOBBYING

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:

JOHN HAGERTY

Organization:

ESI

Date:

3-11-14

**EXHIBIT X STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)**

ISSUED UNDER

**CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]**

Exhibit X, between (Name of Agency/Institution) and (Supplier Name) (“Supplier”) is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX (“Contract”) between the Virginia Information Technologies Agency (“VITA”) on behalf of the Commonwealth of Virginia (and [Supplier]. In the event of any discrepancy between this Exhibit X and the Contract, the provisions of the Contract shall control.

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **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 (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as “Authorized User” under the provisions of the Contract,. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution (“Solution”) or Services (“Services”) or Software (“Software”) or Hardware and Maintenance or Licensed Application Services” for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

1. PERIOD OF PERFORMANCE

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of 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 or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project’s specific needs within that allowable scope.)*

2. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User’s location(s) in City/State, at Supplier’s location(s) in City/State, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.)

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User’s specific project definitions are listed below:

4. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.)

A. General Description of the Project Scope

B. Project Boundaries

5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

6. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

7. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. 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. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support 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. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your project 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.)

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)

8. TOTAL PROJECT PRICE

The total Fixed Price for this Project 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 shown in the table in section 9 below, plus the total amount retained by the Authorized User. 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>). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

9. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

| No. | Title | Due Date | Format Required (i.e., electronic/hard) | Distribution Recipients | Review Complete | Final Due Date |
|-----|-------|----------|---|-------------------------|-----------------|----------------|
|-----|-------|----------|---|-------------------------|-----------------|----------------|

| | | | copy/CD/DVD | | Due Date | |
|--|------------------------------------|--|-------------|--|----------|--|
| | Project Plan | | | | | |
| | Design Plan | | | | | |
| | Implementation Plan | | | | | |
| | Data Conversion Plan | | | | | |
| | Risk Assessment Plan | | | | | |
| | Test Plan | | | | | |
| | Training Plan | | | | | |
| | Performance Plan | | | | | |
| | Contingency Plan | | | | | |
| | Disaster Recovery Plan | | | | | |
| | Cutover Plan | | | | | |
| | Change Management Plan | | | | | |
| | Transition Plan | | | | | |
| | Monthly Status Reports | | | | | |
| | Quarterly Performance /SLA Reports | | | | | |
| | Training Manual | | | | | |
| | Final Solution Submission Letter | | | | | |
| | Final Acceptance Letter | | | | | |

10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

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

| Milestone Event | Associated Milestone Deliverable(s) | Schedule | Payment | Retainage | Net Payment |
|-------------------------------------|-------------------------------------|---------------------|----------|-----------|-------------|
| Project kick-off meeting | --- | Execution + 5 days | --- | --- | --- |
| Site survey | Site survey report | Execution + 10 days | --- | --- | --- |
| Requirements Analysis & Development | Design Plan | Execution+45 days | \$30,000 | \$15,000 | \$15,000 |
| | Project Plan | Execution+45 days | | | |
| | Implementation | Execution + 45 | | | |

| | | | | | |
|--------------------------------|-----------------|----------------------|----------|---------|----------|
| | Plan | days | | | |
| Begin Implementation | | Execution + 60 days | | | |
| Data Conversion & Mapping | | Execution + 90 days | \$10,000 | \$3,000 | \$7,000 |
| Installation of software | --- | Execution + 90 days | \$10,000 | \$1,000 | \$9,000 |
| Installation of hardware | --- | Execution + 90 days | \$10,000 | \$1,000 | \$9,000 |
| Configuration and testing | --- | Execution + 120 days | --- | --- | --- |
| Training | Training manual | Execution + 130 days | \$10,000 | \$1,000 | \$9,000 |
| 30-Day User Acceptance Testing | --- | Execution + 160 days | \$20,000 | \$2,000 | \$18,000 |
| Implementation complete | Solution | Execution + 160 days | \$10,000 | -- | \$10,000 |
| Final Acceptance | | Execution + 210 days | -- | -- | \$23,000 |

11. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

| WBS No. | Milestone | Milestone Event | Milestone Task | Interim Task Deliverables | Duration |
|---------|-------------|------------------------|---------------------|---------------------------|------------------------------|
| 1.0 | Site survey | | | | |
| 1.1 | | Conduct interviews | | | |
| 1.1.1 | | | Schedule interviews | None | 20 days after contract start |
| 1.1.2 | | | Complete interviews | Interview Results Report | 25 days after contract start |
| 1.2 | | Receive AU information | | | |

12. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

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 requirements and functionality required for the Solution have been successfully 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 is incorporated into this SOW in Exhibit B-X.

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 Authorized User's 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.

13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

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

(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 | √ | |

14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to “business days after project start” or “days after event/milestone.” Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

15. 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.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

16. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need an exception of any COVA-required standard, please follow the process located at this link: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your AITR can assist you.

- COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>
- IEEE 802®
- HIPAA
- SAS 70 Type II

17. U.S. ENVIRONMENTAL PROTECTION AGENCY’S AND DEPARTMENT OF ENERGY’S ENERGY STAR GUIDELINES 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, failure of dependent legacy system interoperability, other project dependencies that don’t align with this project’s schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project

Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment

Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy

(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization:** How risks are evaluated and prioritized.
3. **Risk Mitigation Options:** Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan

(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

18. DISASTER RECOVERY

Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

20. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

21. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. 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.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, 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.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will

escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA 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.)

22. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>

23. 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:

Authorized User:

(Name of Supplier)

(Name of Agency/Institution)

By: _____

By: _____

(Signature)

(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Name: _____
(Print)

Title: _____

Date: _____

EXHIBIT H

AWARDED MANUFACTURERS/CATEGORIES

- Dell
 - PC/All-In-One
 - Laptop
 - Rugged Laptop
 - Thin Client
 - Windows Tablet
 - Android Tablet
 - Servers

- HP
 - PC/All-In-One
 - Laptop
 - Chrome
 - Thin Client
 - Windows Tablet
 - Android Tablet
 - Rugged Tablet Windows
 - Servers

- CISCO
 - Servers

- Peripherals