



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date: May 10, 2016

Contract #: VA-140331-NCS

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: NCS Technologies, Inc.
7669 Limestone Drive
Gainesville, VA 20155-4038

FIN: 54-1822366

Contact Person: Matthew Cooke, Sales/Supplier Contact
Voice: 540-604-3710
Email: mcooke@ncst.com

Term: March 31, 2016 – March 30, 2017

Payment: Net 30 days

For Additional Contract Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

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Strategic Sourcing Specialist
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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

Nelson P. Moe
Chief Information Officer
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Virginia Information Technologies Agency

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711

February 04, 2016

Mark Heilman
NCS Technologies Inc
9490 Innovation Loop
Manassas Virginia 20110

Mr. Heilman,

Per Section 3.A. ("Term and Termination") of contract VA-140331-NCS, 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 #1
TO
CONTRACT NUMBER VA-140331-NCS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NCS TECHNOLOGIES, INC.**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and NCS TECHNOLOGIES, INC., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-140331-NCS (the Agreement), as modified.

Zero Client Laptops/Accessories (Cirrus LT) are added to the contract with the following pricing:

- NCS Cirrus LT Zero Client Notebook w/14-in HD LCD, Tera 2321, 512MB Mem, 1YR Advance Exchange Warranty. NCS List Price \$1249.99, Contract Price \$959.00
- NCS Cirrus LT Zero Client Notebook w/14-in HD LCD, Tera 2321, 512MB Mem, CAC, 1YR Advance Exchange Warranty. NCS List Price \$1269.99, Contract Price \$974.00
- NCS Cirrus LT Zero Client Notebook w/14-in HD LCD, Tera 2321, 512MB Mem, WIFI, 1 YR Advance Exchange Warranty. NCS List Price \$1299.99, Contract Price \$994.00
- NCS Cirrus LT Zero Client Notebook w/14-in HD LCD, Tera 2321, 512MB Mem, WIFI, CAC, 1YR Advance Exchange Warranty. NCS List Price \$1319.99, Contract Price \$1009.00
- NCS Cirrus LT Docking Station, Dock-CLT-001, 3YR Advance Exchange Warranty. NCS List Price \$319.99, Contract Price \$247.00
- NCS Cirrus LT 2YR Advance Exchange Warranty Extension (3 Years Total). NCS List Price \$49.99, Contract Price \$38.00
- NCS Cirrus LT 2YR Advance Exchange Warranty Extension (3 Years Total) with ADP. NCS List Price \$199.99, Contract Price \$152.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-NCS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NCS TECHNOLOGIES, INC.

BY: _____

NAME: Phillip R GoodmanDi

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: GREGORY SCARLE

TITLE: Director of Program Management

DATE: 2-6-15

TITLE: STRATEGIC SOURCING CONSULTANT

DATE: 2-6-15



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

NCS TECHNOLOGIES, INC.

**HARDWARE AND MAINTENANCE CONTRACT
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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and NCS Technologies, Inc. ("Supplier"), a corporation headquartered at 9490 Innovation Dr. Manassas VA 20110, 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;

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- 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 aforementioned 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.

NCS Technologies, Inc.

By: 

(Signature)

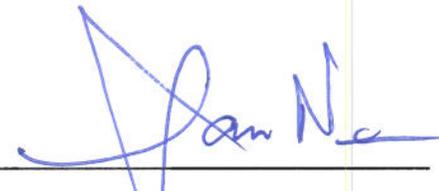
Name: Doug Eacker

(Print)

Title: VP, Strategic Initiatives

Date: March 12, 2014

VITA

By: 

(Signature)

Name: SAMUEL A. NIXON JR

(Print)

Title: CHIEF INFORMATION OFFICER

Date: 03-18-2014

Address for Notice:

7669 Limestone Drive

Gainesville, VA 20155-4038

Attention: Contracts Manager

Address for Notice:

11751 Meadowville Lane

Chester VA 23836

Attention: Contract Administrator



Functional and Technical Requirements – General

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.	N/A	In addition to our NCS HQ's location in Gainesville, VA, NCS also supports a sales office in Richmond, VA. Our sales effort supporting the VITA Contract will be ran from both locations to support the Commonwealth of Virginia. Our approach will include onsite customer visits, phone calls and email communications. NCS will also support and promote our technology offerings during the 2013 VSTE Conference located in Roanoke, VA. Servicing the Commonwealth will be conducted through our NCS HQ's location. Our Customer Service Representatives provide technical support and warranty calls from our Gainesville facility. Our service technicians are also available through our Gainesville location and through our service partners throughout multiple locations within the Commonwealth.
Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.	Y	<p>Training on NCS products and solutions are provided on an on-going basis to our NCS Service and Sales personnel. Our Customer Service Representatives and Technicians are assigned to our HQ's location in Gainesville, VA and are provided product training on a consistent basis as new products are released and refreshed. Our NCS Sales Team meets at our NCS HQ's location in Gainesville, VA on a semi-annual basis to attend product training and roadmap reviews. Our Product Management and Engineering Teams, also assigned to our HQ's location in Gainesville are also available to support technology related questions and support of our Service and Sales Team as well as our Commonwealth of Virginia customer base.</p> <p>NCS supports dozens of conferences, tabletops and industry events throughout the year to enhance our networking and sales efforts.</p> <p>Additionally, our Service and Sales Teams hold a variety of certifications with Cisco, VMware, and number of other products.</p>
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.	Y	NCS will dedicate a State, Local, and Education (SLED) salesperson that will be responsible for selling to all of the various state and local agencies in the Commonwealth, including educational entities. If we are a winner of this contract, we will certainly market it as the fastest and easiest way to procure computer equipment in Virginia.



Requirement	Y/N/F	Description
Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.	Y	NCS charges a 20% restocking fee for all unopened, unused equipment. NCS will be responsible for all freight charges to return the unit back to Gainesville.
Has your company won any awards or recognition in any of the categories that you are proposing a solution to? If so, please describe.	Y	<p>NCS has won the prestigious Intel Platinum 2013 Client Solution Innovation Award for North America for our design and creation of the Stratus MCS, a compact desktop system for workers who must use separate computers because of security policies.</p> <p>Additionally, we were named Microsoft's 2012 OEM Partner of the Year, beating out competition such as Dell and HP.</p>
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.	Y	NCS supports dozens of conferences, tabletops and industry events throughout the year to enhance our networking and sales efforts. These events support our Federal Government, Department of Defense (DOD) and State, Local and Education (SLED) customer base. Examples of these events include the Joint Warfighting Expo held in Virginia Beach, GSA Industry Day in Washington D.C. and the upcoming VSTE Conference being held in Roanoke, VA. The NCS website, www.ncst.com , provides further details on past and future government conferences we support.
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)	Y	Proposed solution will include a Catalog Interchange Format (CIF) based catalog that lists our products and their attributes. We will create this list using the Catalog Creator Tool and publish a static catalog in the Ariba SN. If our Customers will use and require the PunchOut system, we will develop one as we have the capability and resources to do so.
Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain	Y	NCS offers a web based Customer Portal that customers can access using secure authentication. The Portal provides customers with a Catalog that is specific to the Customer and/or Contract. The catalog lists products and product attributes including product availability in real time as our portal is integrated directly with our ERP system.
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	Y	Our solution will comply with all current COV ITRM Policies and Standards, as applicable.



Requirement	Y/N/F	Description
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	Y	Our data exchanges will be consistent with the Entity Relationship Model and Data Dictionary established in the Commonwealth Data Standards. We will ensure that all our internal systems interfacing to enterprise applications will be in compliance with the standards, as applicable. We do not have any approved exceptions currently.
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.	Y	All of our proposed equipment for this proposal meets Energy Star guidelines and are EPEAT certified at the Bronze level or higher.

Functional and Technical Requirements – Reports

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.	Y	<p>As a company that sells nearly \$100M in computer equipment to the Federal Government each year, we are required to submit a wide variety of reports. A report detailing products placed in an end user's location can not only be submitted quarterly, but can be at the end user's fingertips using the NCS Customer Web Portal.</p> <p>Please see below for a screen capture of our Web Portal that shows the shipment details for Frederick County Public Schools. Users can select a date range for which to see shipment details and all this information can be exported to Microsoft Excel.</p>

SO #	NCS Item #	Item Description	Model	Serial Number	M Part #	Customer PO	Order Qty	Unit Price	Order Date	Due Date	Ship Date	Shipping Address	Delivery Ticket
208178	1025638	ASUS B43AV NOTEBOOK W/14-IN HD LCD, 15 3320M, 320GB HDD, 6GB MEM, WLAN+BT, FPR, TPM		C9NXAS040976361	B43AV sample	TOY2013	1	\$0.00	08/12/13	08/16/13	08/15/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	28605
210892	F103485	FCPS P53E NOTEBOOK W/ 15.6-IN, I3-2330M CPU, 4GB RAM, 500GB HDD, WLAN AB/G/N		C5NXAS805383222	F103485	Replace lost notebook	1	\$0.00	10/15/13	10/31/13	11/01/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30696
210164	F103979	FCPS (2012-2013) FOUR DT-A425 W/ G2120, 4GB MEM, 500GB HDD, DVDRW	FOUR4-DT-A425	2310-401060	F103979	47239	3	\$467.89	09/30/13	10/25/13	10/14/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30061
210164	F103979	FCPS (2012-2013) FOUR DT-A425 W/ G2120, 4GB MEM, 500GB HDD, DVDRW	FOUR4-DT-A425	2310-401059	F103979	47239	3	\$467.89	09/30/13	10/25/13	10/14/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30061
210164	F103979	FCPS (2012-2013) FOUR DT-A425 W/ G2120, 4GB MEM, 500GB HDD, DVDRW	FOUR4-DT-A425	2310-401058	F103979	47239	3	\$467.89	09/30/13	10/25/13	10/14/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30061
210163	F103979	FCPS (2012-2013) FOUR DT-A425 W/ G2120, 4GB MEM, 500GB HDD, DVDRW	FOUR4-DT-A425	2310-401057	F103979	47252	1	\$467.89	09/30/13	10/25/13	10/14/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30060
210160	F103979	FCPS (2012-2013) FOUR DT-A425 W/ G2120, 4GB MEM, 500GB HDD, DVDRW	FOUR4-DT-A425	2310-401056	F103979	47251	1	\$467.89	09/30/13	10/25/13	10/14/13	Frederick Cnty Public Schools 1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA	30059

Figure 1 - Screen Capture of NCS Portal for Shipment Details

Requirement	Y/N/F	Description
Reports		
Does your proposed solution maintain an electronic service log that is available to Authorized Users? If so, please provide details and examples.	Y	Warranty Service Tickets are also tracked in our Web Portal. Simply Login to the Web Portal and click on "Service Tickets". An example is shown below.

NCS RO#	Date Opened	Contact Information	Serial #	Status	Problem	Resolution	Return Tracking #	Tracking #
83944	11/05/2013	Jennifer Huddleston 1415 Amherst Street Winchester, VA 22601-5406624518 x 88241	C8NXAS099552328	New	Keyboard is missing keys	N/A		
83821	11/01/2013	Jennifer Huddleston 1415 Amherst Street Winchester, VA 22601-5406624518 x 88241	C8NXAS099552328	New		N/A		
83589	10/28/2013	Nelson Jones 1415 Amherst St Winchester, VA 22604-(540) 662-3889	2207-350897	In Progress / Received	full charge only lasts 10mins	N/A		
83585	10/28/2013	Nelson Jones 1415 Amherst St Winchester, VA 22604-(540) 662-3889	2207-350953	In Progress / Received	No video at any time	N/A		
83584	10/28/2013	Nelson Jones 1415 Amherst St Winchester, VA 22604-(540) 662-3889	2207-350994	In Progress / Received	USB port is broken on left sid...	N/A		
83583	10/28/2013	Nelson Jones 1415 Amherst St Winchester, VA 22604-(540) 662-3889	2207-350912	In Progress / Received	no battery will charge in unit...	N/A		
83582	10/28/2013	Nelson Jones 1415 Amherst St Winchester, VA 22604-(540) 662-3889	2207-350949	In Progress / Received	Port loose in base;	N/A		

Figure 2 - Service Ticket Reports

Requirement	Y/N/F	Description
Reports		
Does your proposed solution include any additional reports that would be a benefit to Authorized Users? If so, please provide details and examples.	Y	In addition to the reports described above, there are many different reports that we routinely give to our customers which could be utilized for the VITA Contract. Among these reports are Order Status Reports, Invoice Status Reports, and Monthly/Quarterly/Annual Spend Reports. NCS is prepared to support the end users in satisfying any of their reporting needs. Our accounting system (SAP) can handle a significant number of permutations in order to generate the report data each end user requires.



Functional and Technical Requirements – Service-Sales

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.	Y	We are able to provide next business day onsite or parts delivery service if the service request is made by 2PM EST.
Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details.	Y	NCS offers 24/7 tier 1 phone support to all customers. Tier 2 support is available via phone/email from 8:00 AM – 6:00 PM EST M-F, excluding holidays.
Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.	Y	NCS is able to commit to service level agreements for product that we manufacture or for which we are an authorized service provider (ASP). This includes NCS and Getac product offered on this contract (see Appendix A).
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.	N/A	
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.	Y	Our Customer Support Function is a part of our Sales effort under the VITA Contract. Our State, Local, and Education salesperson will regularly meet with customers to update them on the latest offerings from NCS. Often times, he’ll be accompanied by a Field Sales Engineer from our Product Management department who can answer the difficult questions asked by the Technical Staff of our end users.



Requirement	Y/N/F	Description
<p>Does your proposed solution include your firm's ability to deliver large quantities of equipment to multiple locations? Please describe your firm's process and experience including delivery time and scheduling procedures.</p>	<p>Y</p>	<p>NCS routinely delivers large amounts of equipment on a global basis for our Federal customers. We have the ability to ship large numbers of various types of equipment to multiple locations. Our Shipping and Receiving area with multiple loading docks supplements our ability to process inventory quickly and in one location.</p> <p>Once a required delivery date is established, NCS' approach to product delivery is dictated by geographic locations and customer requirements. We utilize expedited shipment for situations where the needed processing time does not allow for standard shipment terms. Except for the freight companies, no other parties are involved in this delivery process. All shipments leaving our facility are properly insured and will be made on a Free On Board (FOB) Destination basis to the end user.</p> <p>For deliveries in the Commonwealth, NCS utilizes the services of small package carrier FedEx, less-than-truckload carrier FedEx Freight, and full truckload carrier KOL, Polaris, or DBA Logistics. Delivery may occur as early as 10:30 AM the next business day and is guaranteed no later than 4:00 PM on the third business day after shipment. All freight carriers set delivery appointments. These carriers offer delivery guarantee services, which NCS uses for expedited deliveries. Average delivery time is one (1) business day in transit from Gainesville, VA to destinations in Virginia. For those locations in close proximity to Gainesville, we can utilize our own NCS truck to make local deliveries as soon as the shipment is ready to be delivered.</p>



Requirement	Y/N/F	Description
<p>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)</p>	<p>F</p>	<p>While NCS is <i>not</i> proposing IT equipment disposal and recycling under this proposed contract at this time, we do have the functionality to add it in the future using our partner, AnythingIT.</p> <p>AnythingIT is an expert in managing the logistical requirements of removing displaced technology from a variety of business environments. AnythingIT will work with any issuing agency to coordinate the applicable logistical practice in removing equipment from the customer site. Below is a list of some of the experience they have had in removing equipment from customer environments.</p> <ul style="list-style-type: none"> • Onsite packing/palletizing of equipment. • Removal of pre-packed pallets. • Coordination of small quantity, Ground Service solutions, including the supply of packing materials. • Removal of equipment outside of normal business hours. • Removal of equipment from secure areas, including military installations. • Removal of equipment from union facilities in metropolitan areas. • Coordinated planning to remove equipment from multiple sites, concurrently. • Community-based recycling initiatives.
<p>If your proposed solution has included multiple manufacturers, please explain how your organization will service each manufacturer that would be represented in a contract.</p>	<p>Y</p>	<p>NCS will take first call for all product sold on the VITA contract. Support will include coordination for resolution of NCS, Getac, and Lenovo products. Since NCS manufactures its own products and is an authorized service provider for Getac, we will provide replacement parts and repair services for all NCS and Getac branded product. NCS will coordinate with the customer to expedite repair of Lenovo products.</p>
<p>Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.</p>	<p>Y</p>	<p>As a Small Business Manufacturer, NCS utilizes COTS equipment to build the systems we deliver to our customers. We have the flexibility and agility to change these configurations to meet the needs of each end user. On the other hand, we also have the ability to maintain system configurations for longer periods of time before a system goes End of Life (EOL). We are not tied to any one vendor for systems, subcomponents, or peripherals.</p>

Requirement	Y/N/F	Description
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.	Y	Users can track their shipments through the NCS Web Portal. Please see below for a screen capture of our Web Portal showing the shipment details for Frederick County Public Schools. Users can select a date range for which to see shipment details and all this information can be exported to Microsoft Excel.

Shipment Tracking Information

You can use this page to perform a detailed search of your shipment tracking information using a variety of criteria. To initiate a search, enter your criteria in the form below and click Search button. To sort the shipments by the column name, click on the column's header. To group the shipments by the column name, simply drag the column header and drop it to a space above the column's header.

Order Date Range: From: 5/6/2013 To: 11/6/2013

Search results for: Order Date Range » 5/6/2013 - 11/6/2013

Sales Order	Customer PO	Order Date	Delivery Ticket	Ship Date	Carrier	Service Type	Tracking Number	Delivery Status	Estimated/Actual Delivery Date	Ship To Code	Ship To Address	Delivery Location	Signed By
210892	Replace lost notebook	10/15/2013	30696	11/01/2013	FEDEX	FedEx Ground	543600902375	Delivered	11/05/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		LKERNS
210164	47239	09/30/2013	30061	10/14/2013	FEDEX	FedEx Ground	673827460426184	Delivered	10/15/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		DPOWELLS
210164	47239	09/30/2013	30061	10/14/2013	FEDEX	FedEx Ground	673827460426191	Delivered	10/15/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		DPOWELLS
210164	47239	09/30/2013	30061	10/14/2013	FEDEX	FedEx Ground	673827460426207	Delivered	10/15/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		DPOWELLS
210163	47252	09/30/2013	30060	10/14/2013	FEDEX	FedEx Ground	673827460426177	Delivered	10/15/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		DPOWELLS
210160	47251	09/30/2013	30059	10/14/2013	FEDEX	FedEx Ground	673827460426160	Delivered	10/15/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		DPOWELLS
210157	47212	09/30/2013	30020	10/10/2013	OTHER DELIVER TO CS	OTHER DELIVER TO CS				NCS CUSTOMER SERVICE	VA 20155 USA		
208921	47060	09/05/2013	29695	09/26/2013	FEDEX	FedEx Ground	673827460424180	Delivered	09/27/2013	Frederick Cnty Public Schools	1415 Amherst Street P.O. Box 3508 Winchester, VA 22601-2546 USA		TMAIORANNA

Figure 3 - Delivery Tracking Screenshot



Requirement	Y/N/F	Description
Services & Sales		
Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.	N	<p>All computer systems are built to order for each individual customer. Therefore, we require 30 days After Receipt of Order (ARO) to deliver the equipment. If a customer has a rush order, we would certainly work with that customer to come up with the most advantageous delivery terms to meet their needs.</p> <p>For in stock peripheral items (monitors, mice, keyboards, etc.), NCS has the ability to ship the next day in order to provide 24 hours for the order to be entered into our system.</p>
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.	Y	NCS offers a keep-your-hard-drive warranty for customers. Customers are required to fill out a NCS Certificate of Destruction form and provide a photocopy of the failed hard drive's top plate, which lists manufacturer information such as model and serial number. NCS' keep-your-hard-drive warranty is already in use by government and military customers. The price is included in our Warranty Pricing.
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	



Requirement	Y/N/F	Description
Services & Sales		
Does your firm offer any other goods or services that would be a value to the Commonwealth? If so, please explain.	Y	<p>NCS offers a number of Value-Added Services. These include:</p> <ul style="list-style-type: none">• Training• Configuration management• Asset tagging• Bundling and custom packaging• Custom image creation and management• Logistics management• Asset management• Rack integration• Laser engraving and custom branding <p>Additionally, there are other products outside the scope of this contract that we feel would be of great interest in the Commonwealth. If we are fortunate to win a contract, these products will be introduced by our Sales Team.</p>

EXHIBIT C

PC

Intel or AMD Based

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	NCS STRATUS DT 5280 (MFR P/N: NCS107747)	1,199.00	30.00%	839.30	35.00%	http://www.ncst.com/sites/default/files/catalogs/OpennMarket/NCS_COMMERCIALCATALOG.pdf
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)	Intel® Core™ i5-4670 3.4GHz Quad-Core 6MB Cache Processor with Intel HD Graphics 4600					
4GB 1600MHZ Memory	4GB DDR3-1600MHz Memory					
500GB 7200 rpm SATA	500GB 7200RPM SATA Hard Drive					
CDRW/DVD+/-RW Combo Drive	24x DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible	Windows 8 Professional License with Downgrade Rights for Windows 7 Professional					
Two Front Facing USB Ports or greater	Four (4) Front Facing USB 2.0 Ports					
19" LED Monitor (minimum)	Hyundai P227DS 21.5-Inch FullHD LED Monitor with VGA & DVI-D inputs					
Two button USB optical mouse with scroll wheel	NCS 3-Button USB Optical Mouse with Scroll Wheel					
USB Keyboard with 103 keys	NCS 104-Key USB Keyboard					
10/100/1000 RJ-45	Realtek RTL8111G 10/100/1000 Gigabit Ethernet Controller with RJ-45 jack					

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

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	NCS FIVES-L AIO (MFR P/N: NCS107748)	1,225.00	30.00%	857.50	http://www.ncst.com/sites/default/files/catalogs/OpennMarket/NCS_COMMERCIALCATALOG.pdf
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)	Intel® Core™ i3-3220 3.30GHz Dual-Core 3MB Cache Processor with Intel HD Graphics 2500				
4GB 1600MHZ Memory	4GB DDR3-1600MHz Memory				
500GB 7200 rpm SATA	500GB 7200RPM SATA Hard Drive				
DVD+/-RW Combo Drive	8x Slim DVD+/-RW Combo Drive				
Microsoft Windows 7 Professional Compatible	Windows 8 Professional License with Downgrade Rights for Windows 7 Professional				
20" Display	21.5-Inch Touchscreen LCD Display				
Two button USB optical mouse with scroll wheel	NCS 3-Button USB Optical Mouse with Scroll Wheel				
USB Keyboard with 103 keys	NCS 104-Key USB Keyboard				
10/100 RJ-45	Realtek RTL8111G 10/100/1000 Gigabit Ethernet Controller with RJ-45 jack				

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

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>

Laptop

Intel/ AMD Based

<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	Lenovo ThinkPad L440 (MFR P/N: 20ASCTO1WW-NCS)	1,529.00	35.00%	993.85	38.00%	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COM
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)	Intel® Core™ i5-4200M 2.50GHz Dual-Core 3M Cache Processor with Intel HD Graphics 4600					
4GB RAM or greater	4GB DDR3-1600MHz Memory					
500GB 7200 RPM SATA hard drive or greater	500GB 7200RPM SATA Hard Drive					
CDRW/DVD+/-RW Combo Drive or better	8x Slim DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible	Windows 7 Professional					
802.11a/b/g/n integrated wireless	Intel Dual Band Wireless-AC 7260 BT 802.11AC/a/b/g/n integrated wireless					
Energy Star qualified	ENERGY STAR® 5.0 qualified					
14.1 inch screen or greater	14.0" (355mm) HD (1366x768) color, anti-glare, LED backlight					

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

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)	20.00%
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Chromebook

	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
<i>Minimum Configurations</i>					
Chromebook	Lenovo ThinkPad X131E Chromebook (MFR P/N: 628323U-NCS)	849.00	35.00%	551.85	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.p
Intel Celeron 847 1.1GHz	Intel Celeron 1007U on MB			452.6	
4GB RAM or greater	4 GB PC3-12800 DDR3 (1 DIMM)				
16GB Hard Drive or greater	16GB Micro SSD SATA3 Win7 ES				
Chrome OS Operating System	Google Chrome OS 64				
802.11a/b/g/n integrated wireless	ThinkPad a/b/g/n BT for Chrome				
HD Webcam (1280x720)	HD Camera 720p				
11.6 inch screen or greater	11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight				

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

1 year Depot base warranty
04W9146 upgrade to 3 year Depot

\$69

\$51.75

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)

	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
x131e Windows	ThinkPad X131e / 3371CTO	899.00	38.00%	557.38	
Intel Celeron 847 1.1GHz	AMD E1-1200				
4GB RAM or greater	4 GB PC3-12800 DDR3 (1 DIMM)				
16GB Hard Drive or greater	N/A				
Chrome OS Operating System	Windows 7 Professional 64				
802.11a/b/g/n integrated wireless	ThinkPad a/b/g/n BT for Chrome				
HD Webcam (1280x720)	HD Camera 720p				
11.6 inch screen or greater	11.6" (295mm) HD (1366x768) TFT color, anti-glare, LED backlight				

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

1 year Depot base warranty
04W9148 upgrade to 3 year Onsite

\$89

\$66.75

AMD processors must be at least equivalent to listed Intel processors

Thin Client

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Thin Client Offering	Lenovo ThinkCentre M32 (MFR P/N: 10BMCTO1WW-NCS)	669.00	35.00%	434.85	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.pdf
2 USB's	Four (2) Front USB2.0 Ports Two (2) Rear USB2.0 Ports				
Firefox or IE Browser	IE with Flash plug-in				
10/100/100 Base-T	One gigabit ethernet port, Realtek RTL8111F, Wake on LAN®				
1GB Flash Storage	8GB Flash Storage				
1GB Memory	2GB PC3-12800				
USB Keyboard and Mouse	Enhanced Optical USB Mouse/Preferred Pro USB Keyboard				
Energy Star Qualified	ENERGY STAR® 5.2-compliant				
Windows 7 Professional	Genuine Windows® Embedded Standard 7				

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

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

Rugged Laptop

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Rugged Laptop Offering	Getac from NCS B300 Ultra Rugged Notebook (MFR P/N: NCS107750)	4,375.00	35.00%	2,843.75	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCAT
Mil-Std 810G Certified	Mil-STD 810G Certified, IP65 Rated, MIL-STD-461F (EMI) Compliant				
Intel Core i3-3110M Processor 2.4GHz or greater	Intel® Core™ i5-4300M 2.60GHz Dual-Core 3M Cache Processor with Intel HD Graphics 4600				
2GB RAM or greater	4GB DDR3-1600MHz Memory				
320GB SATA hard drive or greater	500GB SATA Hard Drive				
Super Multi DVD Drive	Super Multi DVD Drive				
Microsoft Windows 7 Professional Compatible	Windows 7 Professional License				
802.11a/b/g/n integrated wireless	Intel Centrino Advanced-N 6205N 802.11 a/b/g/n integrated wireless				
13.1 inch screen or greater	13.3-Inch XGA (1024x768) 1400 NITs QuadraClear® Sunlight Readable LED Display with Touchscreen				
10/100/1000 RJ45	10/100/1000 Gigabit Ethernet Controller with RJ-45 Port				

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

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 Rugged Laptop Accessories (see note #2)	20.00%
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Rugged Tablet Windows

<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	Getac from NCS F110 Rugged Tablet (MFR P/N: NCS107751)	2,950.00	35.00%	1,917.50	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATAL
Mil-Std 810G Certified	Mil-STD 810G Certified, IP65 Rated, MIL-STD-461F (EMI) Compliant				
Intel or AMD Processor	Intel® Core™ i5-4300U 1.90GHz Dual-Core 3M Cache Processor with Intel HD Graphics 4400				
4GB RAM or greater	4GB DDR3-1600MHz Memory				
128GB Storage	128GB Solid State Drive				
Microsoft Windows 7 Professional or higher	Windows 7 Professional License				
802.11a/g/n integrated wireless	Intel Dual Band Wireless-AC 7260 BT 802.11AC/a/b/g/n integrated wireless				
10.1 inch screen or greater	11.6-Inch TFT LCD HD (1366x768) 800 NITS LumiBond™ Sunlight Readable LED Display with Multi-Touch Technology				

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

Minimum Percentage Discount for Rugged Tablets Win Accessories (see note #2)	20.00%
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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.

Android Tablet

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	Lenovo IdeaTab A3000 (MFR P/N: 59366253-NCS)	299.00	20.00%	239.20	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMM
Dual Core Processor	MediaTek 8125 1.2GHz quad core processor				
1GB RAM or greater	1GB LP-DDR2				
16GB Storage or greater	17GB Flash eMMC 800 MHz				
Android 4.0 OS or higher	Android™ 4.2 Jelly Bean				
802.11b/g/n integrated wireless	WiFi (WLAN 802.11b/g/n)				
SD Card Memory Expansion slot	Micro-SD card slot				
Front and rear camera	0.3MP front-facing, 5MP rear-facing				
7 inch screen or greater	7.0" LCD IPS Multi-touch 1024 x 600				

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.

Minimum Percentage Discount for Android Tablet Accessories (see note #2)	20.00%
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Windows Tablets

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	Lenovo ThinkPad Tablet 2 (MFR P/N: 3682CTO-NCS)	1,329.00	35.00%	863.85	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.pdf
Intel or AMD Processor	Intel® Atom™ Processor Z2760 1.80GHz 1M Cache Dual-Core Processor				
1GB RAM or greater	2GB DDR2-800 Memory				
16GB Storage or greater	32GB Flash Memory Storage				
Windows 7 Professional or higher	Windows 8 Professional				
802.11b/g/n integrated wireless	ThinkPad 11a/b/g/n				
SD Card Memory Expansion slot	One microSD Card slot, supports up to 32GB				
Front and rear camera	Front Camera: 2.0-Megapixel, Fixed Focus Rear Camera: 8.0-Megapixel, Auto Focus, Flash LED				
8 inch screen or greater	10.1" (256.5mm) HD (1366x768) TFT, 5-Point Touchscreen				

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

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.

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

Intel/ AMD Based

Minimum Configurations		Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tower Server Offering		NCS NEXSERV XPQ-3140 (MFR P/N: NCS104279)	1,750.00	35.00%	1,137.50	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.pdf
Intel Xeon E3-1200v2 3.10GHz		Intel Xeon E3-1220V2 3.10GHz Quad-Core CPU				
8GB Memory		8GB DDR3 ECC Registered SRAM				
100 GB Hard Drive		250GB 7200RPM SATA Enterprise Hard Drive				
Onboard SATA		On-Board SATA controller				
DVD Writer		DVD+/-RW Combo Drive				
No OS installed		No OS License included				
Rack Server Offering		NCS NEXSERV XRV-5241 (MFR P/N: NCS103171)	2,825.00	35.00%	1,836.25	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.pdf
Gigabit Ethernet Adapter						
Intel Xeon E5-2407 2.2GHz		Intel Xeon E5-2609 2.40GHz Quad-Core CPU				
8GB Memory		8GB DDR3 ECC Registered SRAM				
Onboard SATA		On-Board SATA controller				
100 GB Hard Drive		500GB 7200RPM SATA Enterprise Hard Drive				
Gigabit Ethernet Adapter		Gigabit Ethernet Adapter				
No OS installed		No OS License included				
Blade Server Offering		NCS NEXBLADE XBV-5240 (MFR P/N: NCS107754)	3,875.00	35.00%	2,518.75	http://www.ncst.com/sites/default/files/catalogs/OpenMarket/NCS_COMMERCIALCATALOG.pdf
Intel E5-2430 2.2GHz		Intel Xeon E5-2630V2 2.60GHz Six-Core CPU				
8GB Memory		8GB DDR3 ECC Registered SRAM				
100 GB Hard Drive		500GB 7200RPM SATA Enterprise Hard Drive				
Gigabit Ethernet Adapter		Gigabit Ethernet Adapter				
No OS installed		No OS License included				

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

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 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.

Minimum Percentage Discount for Server Accessories (see note #2)	20.00%
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Services and Warranty

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

Service or Warranty Description	Part number	Rate	VITA Rate (50% Off List)
NCS TYPE I ON-SITE INSTALLATION SERVICES / HOURLY RATE (DESKTOPS/LAPTOPS - SETUP ONLY)	NCS101226	\$ 125.00	\$ 62.50
NCS TYPE II ON-SITE INSTALLATION SERVICES / HOURLY RATE (DESKTOPS/LAPTOPS - SETUP & NETWORK CONNECT)	NCS101227	\$ 175.00	\$ 87.50
NCS TYPE III ON-SITE INSTALLATION SERVICES / HOURLY RATE (SERVERS - SETUP ONLY)	NCS101228	\$ 300.00	\$ 150.00
NCS TYPE IV ON-SITE INSTALLATION SERVICES / HOURLY RATE (SERVERS - SETUP & NETWORK CONNECT)	NCS101229	\$ 450.00	\$ 225.00
NCS TYPE I DATA MIGRATION SERVICES / HOURLY RATE (DESKTOPS/LAPTOPS)	NCS101230	\$ 125.00	\$ 62.50
NCS TYPE II DATA MIGRATION SERVICES / HOURLY RATE (SERVERS)	NCS101231	\$ 150.00	\$ 75.00
NCS TYPE I HARDWARE CONFIGURATION SERVICES / HOURLY RATE (DESKTOPS/LAPTOPS)	NCS101232	\$ 100.00	\$ 50.00
NCS TYPE II HARDWARE CONFIGURATION SERVICES / HOURLY RATE (SERVERS)	NCS101233	\$ 150.00	\$ 75.00
NCS TYPE I DISK IMAGING SERVICES / HOURLY RATE (DESKTOPS/LAPTOPS)	NCS101234	\$ 100.00	\$ 50.00
NCS TYPE II DISK IMAGING SERVICES / HOURLY RATE (SERVERS)	NCS101235	\$ 150.00	\$ 75.00
NCS ENGINEERING (INTEGRATION) HOURLY LABOR RATE	NCS103169	\$ 175.00	\$ 87.50
NCS TECHNICIAN (INTEGRATION) HOURLY LABOR RATE	NCS103170	\$ 75.00	\$ 37.50
NCS CIRRUS SERVICE: ON-SITE INSTALLATION - CONUS	NCS103214	\$ 95.00	\$ 47.50
NCS CIRRUS SERVICE: ON-SITE INSTALLATION - OCONUS	NCS103215	\$ 225.00	\$ 112.50
NCS INTEGRATION SERVICE - BIOS SETTING OPTION	NCS103851	\$ 10.00	\$ 5.00
NCS INTEGRATION SERVICE - PHYSICALLY DISABLE PORTS/FEATURES	NCS103852	\$ 10.00	\$ 5.00
NCS WARRANTY EXTENSION - 1-YEAR EXTENDED ADVANCED EXCHANGE WARRANTY FOR HARD DRIVES (PER DRIVE)	NCS104425	\$ 25.00	\$ 12.50
NCS WARRANTY EXTENSION - 2-YEAR EXTENDED ADVANCED EXCHANGE WARRANTY FOR HARD DRIVES (PER DRIVE)	NCS104426	\$ 50.00	\$ 25.00
NCS PC INSTALLATION - LEVEL I - MOVE PC TO INSTALLATION SITE - WEEKDAY NORMAL OFFICE HOURS	NCS104484	\$ 50.00	\$ 25.00
NCS PC INSTALLATION - LEVEL I - MOVE PC TO INSTALLATION SITE - WEEKDAY OUTSIDE NORMAL OFFICE HOURS	NCS104485	\$ 75.00	\$ 37.50
NCS PC INSTALLATION - LEVEL I - MOVE PC TO INSTALLATION SITE - WEEKENDS	NCS104486	\$ 75.00	\$ 37.50
NCS PC INSTALLATION - LEVEL II - PHYSICAL COMPUTER SETUP - WEEKDAY NORMAL OFFICE HOURS	NCS104487	\$ 125.00	\$ 62.50
NCS PC INSTALLATION - LEVEL II - PHYSICAL COMPUTER SETUP - WEEKDAY OUTSIDE NORMAL OFFICE HOURS	NCS104488	\$ 200.00	\$ 100.00
NCS PC INSTALLATION - LEVEL II - PHYSICAL COMPUTER SETUP - WEEKENDS	NCS104489	\$ 200.00	\$ 100.00
NCS PC INSTALLATION - LEVEL III - SETUP NEW PC AND REMOVE OLD PC - WEEKDAY NORMAL OFFICE HOURS	NCS104490	\$ 150.00	\$ 75.00
NCS PC INSTALLATION - LEVEL III - SETUP NEW PC AND REMOVE OLD PC - WEEKDAY OUTSIDE NORMAL OFFICE HOURS	NCS104491	\$ 225.00	\$ 112.50
NCS PC INSTALLATION - LEVEL III - SETUP NEW PC AND REMOVE OLD PC - WEEKENDS	NCS104492	\$ 225.00	\$ 112.50
NCS PC INSTALLATION - LEVEL IV - FULL PC INSTALLATION - WEEKDAY NORMAL OFFICE HOURS	NCS104493	\$ 225.00	\$ 112.50
NCS PC INSTALLATION - LEVEL IV - FULL PC INSTALLATION - WEEKDAY OUTSIDE NORMAL OFFICE HOURS	NCS104494	\$ 325.00	\$ 162.50
NCS PC INSTALLATION - LEVEL IV - FULL PC INSTALLATION - WEEKENDS	NCS104495	\$ 325.00	\$ 162.50
NCS OUT OF WARRANTY (OOW) LABOR CHARGE, PER 30 MINUTES	X000297	\$ 45.00	\$ 22.50
ADD NCS ACCIDENTAL DAMAGE PROTECTION COVERAGE FOR THE FULL WARRANTY PERIOD	NCS100353	\$ 295.00	\$ 147.50
ADD NCS NO-FAULT DAMAGE PROTECTION COVERAGE FOR THE FULL WARRANTY PERIOD	NCS100354	\$ 395.00	\$ 197.50
NCS UPGRADE FROM 3-YEAR TO 4-YEAR ON-SITE NEXT BUSINESS DAY WARRANTY WITH HDD RETENTION FOR ALL LENOVO DESKTOPS AND LAPTOPS	NCS101000	\$ 295.00	\$ 147.50
NEXSERV WARRANTY: ADD 4TH YEAR NBD ON-SITE WARRANTY	NCS101034	\$ 500.00	\$ 250.00

Services and Warranty

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

Service or Warranty Description	Part number	Rate	VITA Rate (50% Off List)
NEXSERV WARRANTY: ADD 5TH YEAR NBD ON-SITE WARRANTY	NCS101035	\$ 750.00	\$ 375.00
NEXSERV WARRANTY: ADD 3-YEAR 7X24 4-HOUR RESPONSE/SAME DAY REPAIR UPLIFT	NCS101037	\$1,500.00	\$ 750.00
NEXSERV WARRANTY: ADD 4-YEAR 7X24 4-HOUR RESPONSE/SAME DAY REPAIR UPLIFT	NCS101038	\$2,500.00	\$ 1,250.00
NEXSERV WARRANTY: ADD 5-YEAR 7X24 4-HOUR RESPONSE/SAME DAY REPAIR UPLIFT	NCS101039	\$3,500.00	\$ 1,750.00
ADD NCS STANDARD 1 YEAR DEPOT REPAIR DESKTOP WARRANTY	NCS101159	\$ 25.00	\$ 12.50
ADD NCS EXTENDED 2 YEAR DEPOT REPAIR DESKTOP WARRANTY	NCS101160	\$ 50.00	\$ 25.00
ADD NCS EXTENDED 3 YEAR DEPOT REPAIR DESKTOP WARRANTY	NCS101161	\$ 75.00	\$ 37.50
ADD NCS EXTENDED 4 YEAR DEPOT REPAIR DESKTOP WARRANTY	NCS101162	\$ 125.00	\$ 62.50
ADD NCS EXTENDED 5 YEAR DEPOT REPAIR DESKTOP WARRANTY	NCS101163	\$ 150.00	\$ 75.00
ADD NCS ENHANCED 1 YEAR NBD ON-SITE DESKTOP WARRANTY	NCS101164	\$ 30.00	\$ 15.00
ADD NCS EXTENDED 2 YEAR NBD ON-SITE DESKTOP WARRANTY	NCS101165	\$ 60.00	\$ 30.00
ADD NCS EXTENDED 3 YEAR NBD ON-SITE DESKTOP WARRANTY	NCS101166	\$ 90.00	\$ 45.00
ADD NCS EXTENDED 4 YEAR NBD ON-SITE DESKTOP WARRANTY	NCS101167	\$ 120.00	\$ 60.00
ADD NCS EXTENDED 5 YEAR NBD ON-SITE DESKTOP WARRANTY	NCS101168	\$ 150.00	\$ 75.00
ADD NCS ENHANCED 1 YEAR SPARE PARTS POOL DESKTOP WARRANTY	NCS101169	\$ 15.00	\$ 7.50
ADD NCS EXTENDED 2 YEAR SPARE PARTS POOL DESKTOP WARRANTY	NCS101170	\$ 30.00	\$ 15.00
ADD NCS EXTENDED 3 YEAR SPARE PARTS POOL DESKTOP WARRANTY	NCS101171	\$ 45.00	\$ 22.50
ADD NCS EXTENDED 4 YEAR SPARE PARTS POOL DESKTOP WARRANTY	NCS101172	\$ 60.00	\$ 30.00
ADD NCS EXTENDED 5 YEAR SPARE PARTS POOL DESKTOP WARRANTY	NCS101173	\$ 75.00	\$ 37.50
ADD NCS KEEP YOUR HARD DRIVE SERVICE UPGRADE (PER DRIVE)	NCS101181	\$ 25.00	\$ 12.50
ADD NCS STANDARD 1 YEAR DEPOT REPAIR NOTEBOOK WARRANTY	NCS101206	\$ 25.00	\$ 12.50
ADD NCS EXTENDED 2 YEAR DEPOT REPAIR NOTEBOOK WARRANTY	NCS101207	\$ 50.00	\$ 25.00
ADD NCS EXTENDED 3 YEAR DEPOT REPAIR NOTEBOOK WARRANTY	NCS101208	\$ 75.00	\$ 37.50
ADD NCS EXTENDED 4 YEAR DEPOT REPAIR NOTEBOOK WARRANTY	NCS101209	\$ 100.00	\$ 50.00
ADD NCS EXTENDED 5 YEAR DEPOT REPAIR NOTEBOOK WARRANTY	NCS101210	\$ 125.00	\$ 62.50
ADD NCS ENHANCED 1 YEAR NBD ON-SITE NOTEBOOK WARRANTY	NCS101211	\$ 40.00	\$ 20.00
ADD NCS EXTENDED 2 YEAR NBD ON-SITE NOTEBOOK WARRANTY	NCS101212	\$ 80.00	\$ 40.00
ADD NCS EXTENDED 3 YEAR NBD ON-SITE NOTEBOOK WARRANTY	NCS101213	\$ 120.00	\$ 60.00
ADD NCS EXTENDED 4 YEAR NBD ON-SITE NOTEBOOK WARRANTY	NCS101214	\$ 160.00	\$ 80.00
ADD NCS EXTENDED 5 YEAR NBD ON-SITE NOTEBOOK WARRANTY	NCS101215	\$ 200.00	\$ 100.00
ADD NCS ENHANCED 1 YEAR ADVANCED REPLACEMENT NOTEBOOK WARRANTY	NCS101216	\$ 30.00	\$ 15.00
ADD NCS EXTENDED 2 YEAR ADVANCED REPLACEMENT NOTEBOOK WARRANTY	NCS101217	\$ 60.00	\$ 30.00
ADD NCS EXTENDED 3 YEAR ADVANCED REPLACEMENT NOTEBOOK WARRANTY	NCS101218	\$ 90.00	\$ 45.00
ADD NCS EXTENDED 4 YEAR ADVANCED REPLACEMENT NOTEBOOK WARRANTY	NCS101219	\$ 120.00	\$ 60.00
ADD NCS EXTENDED 5 YEAR ADVANCED REPLACEMENT NOTEBOOK WARRANTY	NCS101220	\$ 150.00	\$ 75.00
ADD NCS ENHANCED 1 YEAR SPARE PARTS POOL NOTEBOOK WARRANTY	NCS101221	\$ 15.00	\$ 7.50
ADD NCS EXTENDED 2 YEAR SPARE PARTS POOL NOTEBOOK WARRANTY	NCS101222	\$ 30.00	\$ 15.00
ADD NCS EXTENDED 3 YEAR SPARE PARTS POOL NOTEBOOK WARRANTY	NCS101223	\$ 45.00	\$ 22.50
ADD NCS EXTENDED 4 YEAR SPARE PARTS POOL NOTEBOOK WARRANTY	NCS101224	\$ 60.00	\$ 30.00
ADD NCS EXTENDED 5 YEAR SPARE PARTS POOL NOTEBOOK WARRANTY	NCS101225	\$ 75.00	\$ 37.50
NCS NEXSERV EXTENDED WARRANTY, 8X5 NBD ON-SITE, 4TH YEAR, CONUS	NCS101236	\$1,500.00	\$ 750.00
NCS NEXSERV EXTENDED WARRANTY, 8X5 NBD ON-SITE, 5TH YEAR, CONUS	NCS101237	\$2,000.00	\$ 1,000.00
NCS NEXBLADE EXTENDED WARRANTY, 8X5 NBD ON-SITE, 4TH YEAR, CONUS	NCS101238	\$1,500.00	\$ 750.00
NCS NEXBLADE EXTENDED WARRANTY, 8X5 NBD ON-SITE, 5TH YEAR, CONUS	NCS101239	\$2,000.00	\$ 1,000.00

Services and Warranty

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

Service or Warranty Description	Part number	Rate	VITA Rate (50% Off List)
NCS NEXSERV 1-YEAR ON-SITE WARRANTY EXTENSION (UP TO \$9,999 SYSTEM LIST PRICE)	NCS103180	\$ 120.00	\$ 60.00
NCS NEXSERV 2-YEAR ON-SITE WARRANTY EXTENSION (UP TO \$9,999 SYSTEM LIST PRICE)	NCS103181	\$ 240.00	\$ 120.00
NCS NEXSERV 1-YEAR ON-SITE WARRANTY EXTENSION (\$10,000 TO \$19,999 SYSTEM LIST PRICE)	NCS103182	\$ 180.00	\$ 90.00
NCS NEXSERV 2-YEAR ON-SITE WARRANTY EXTENSION (\$10,000 TO \$19,999 SYSTEM LIST PRICE)	NCS103183	\$ 360.00	\$ 180.00
NCS NEXSERV 1-YEAR ON-SITE WARRANTY EXTENSION (\$20,000 TO \$29,999 SYSTEM LIST PRICE)	NCS103184	\$ 240.00	\$ 120.00
NCS NEXSERV 2-YEAR ON-SITE WARRANTY EXTENSION (\$20,000 TO \$29,999 SYSTEM LIST PRICE)	NCS103185	\$ 480.00	\$ 240.00
NCS NEXSERV 1-YEAR ON-SITE WARRANTY EXTENSION (\$30,000 TO \$39,999 SYSTEM LIST PRICE)	NCS103186	\$ 360.00	\$ 180.00
NCS NEXSERV 2-YEAR ON-SITE WARRANTY EXTENSION (\$30,000 TO \$39,999 SYSTEM LIST PRICE)	NCS103187	\$ 720.00	\$ 360.00
NCS CIRRUS WARRANTY: 1-YEAR PARTS REPLACEMENT WARRANTY, 7X24 SUPPORT	NCS103210	\$ 25.00	\$ 12.50
NCS CIRRUS WARRANTY: 2-YEAR PARTS REPLACEMENT WARRANTY, 7X24 SUPPORT	NCS103211	\$ 50.00	\$ 25.00
NCS CIRRUS WARRANTY: 3-YEAR PARTS REPLACEMENT WARRANTY, 7X24 SUPPORT	NCS103212	\$ 75.00	\$ 37.50
NCS CIRRUS WARRANTY: 4-YEAR PARTS REPLACEMENT WARRANTY, 7X24 SUPPORT	NCS103213	\$ 100.00	\$ 50.00
NCS TECHNOLOGIES 3RD PARTY PERIPHERAL 1-YEAR EXTENDED ADVANCE EXCHANGE WARRANTY, PRODUCT LIST PRICE: 1-99	NCS103353	\$ 9.99	\$ 5.00
NCS TECHNOLOGIES 3RD PARTY PERIPHERAL 1-YEAR EXTENDED ADVANCE EXCHANGE WARRANTY, PRODUCT LIST PRICE: 100-249	NCS103354	\$ 24.99	\$ 12.50
NCS TECHNOLOGIES 3RD PARTY PERIPHERAL 1-YEAR EXTENDED ADVANCE EXCHANGE WARRANTY, PRODUCT LIST PRICE: 250-499	NCS103355	\$ 49.99	\$ 25.00
NCS TECHNOLOGIES 3RD PARTY PERIPHERAL 1-YEAR EXTENDED ADVANCE EXCHANGE WARRANTY, PRODUCT LIST PRICE: 500-999	NCS103356	\$ 99.99	\$ 50.00
NCS STRATUS WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104496	\$ 95.00	\$ 47.50
NCS STRATUS WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104497	\$ 25.00	\$ 12.50
NCS STRATUS WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104498	\$ 50.00	\$ 25.00
NCS GEMINI WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104499	\$ 95.00	\$ 47.50
NCS GEMINI WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104500	\$ 25.00	\$ 12.50
NCS GEMINI WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104501	\$ 50.00	\$ 25.00
NCS CIRRUS WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104502	\$ 60.00	\$ 30.00
NCS CIRRUS WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104503	\$ 95.00	\$ 47.50
NCS CIRRUS WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104504	\$ 25.00	\$ 12.50
NCS CIRRUS WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104505	\$ 50.00	\$ 25.00
NCS ALTUS WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104506	\$ 75.00	\$ 37.50
NCS ALTUS WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104507	\$ 95.00	\$ 47.50
NCS ALTUS WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104508	\$ 25.00	\$ 12.50
NCS ALTUS WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104509	\$ 50.00	\$ 25.00
NCS VORTEX WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104510	\$ 195.00	\$ 97.50
NCS VORTEX WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104511	\$ 50.00	\$ 25.00
NCS VORTEX WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104512	\$ 100.00	\$ 50.00
NCS ASUS WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104513	\$ 75.00	\$ 37.50
NCS ASUS WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104514	\$ 95.00	\$ 47.50
NCS ASUS WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104515	\$ 25.00	\$ 12.50

Services and Warranty

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

Service or Warranty Description	Part number	Rate	VITA Rate (50% Off List)
NCS ASUS WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104516	\$ 50.00	\$ 25.00
NCS GETAC WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104517	\$ 225.00	\$ 112.50
NCS GETAC WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104518	\$ 195.00	\$ 97.50
NCS GETAC WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104519	\$ 75.00	\$ 37.50
NCS GETAC WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104520	\$ 125.00	\$ 62.50
NCS ONE1 WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104521	\$ 75.00	\$ 37.50
NCS ONE1 WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104522	\$ 95.00	\$ 47.50
NCS ONE1 WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104523	\$ 25.00	\$ 12.50
NCS ONE1 WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104524	\$ 50.00	\$ 25.00
NCS FOUR4 WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104525	\$ 95.00	\$ 47.50
NCS FOUR4 WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104526	\$ 25.00	\$ 12.50
NCS FOUR4 WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104527	\$ 50.00	\$ 25.00
NCS FIVE5 WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104528	\$ 95.00	\$ 47.50
NCS FIVE5 WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104529	\$ 25.00	\$ 12.50
NCS FIVE5 WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104530	\$ 50.00	\$ 25.00
NCS NEXSERV WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104531	\$ 400.00	\$ 200.00
NCS NEXSERV WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104532	\$ 100.00	\$ 50.00
NCS NEXSERV WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104533	\$ 200.00	\$ 100.00
NCS NEXSTOR WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104534	\$ 400.00	\$ 200.00
NCS NEXSTOR WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104535	\$ 100.00	\$ 50.00
NCS NEXSTOR WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104536	\$ 200.00	\$ 100.00
NCS NEXARRAY WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104537	\$ 400.00	\$ 200.00
NCS NEXARRAY WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104538	\$ 100.00	\$ 50.00
NCS NEXARRAY WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104539	\$ 200.00	\$ 100.00
NCS BUNKER WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104540	\$ 400.00	\$ 200.00
NCS BUNKER WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104541	\$ 100.00	\$ 50.00
NCS BUNKER WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104542	\$ 200.00	\$ 100.00
NCS DT SLATE WARRANTY - UPGRADE BASE 3-YEAR DEPOT OR EXPRESS PARTS WARRANTY TO 3-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY	NCS104543	\$ 225.00	\$ 112.50
NCS DT SLATE WARRANTY - 1-YEAR ON-SITE NEXT BUSINESS DAY PARTS & LABOR WARRANTY EXTENSION	NCS104544	\$ 195.00	\$ 97.50
NCS DT SLATE WARRANTY - 1-YEAR EXPRESS PARTS REPLACEMENT WARRANTY EXTENSION	NCS104545	\$ 75.00	\$ 37.50
NCS DT SLATE WARRANTY - 1-YEAR DEPOT PARTS & LABOR WARRANTY EXTENSION	NCS104546	\$ 125.00	\$ 62.50

Exhibit D

NCS Limited Product Warranty Services and Coverage:***NCS Limited Warranty Product Warranty Services:***

For defects in Computer Device* covered under Customer's warranty defined at the time of purchase or time of extension/renewal, NCS is pleased to provide the services (the "Service" or "Services") as described in this or referred documents (the "Service Description") based on the service type purchased by Customer for the service term indicated on Customer's invoice (the "Warranty Service Type").

NCS provides the following Warranty Service Types:

Domestic Mail-In / Mail-Back Warranty Support
Domestic Next Business Day (NBD) Response Warranty Support
Domestic Express Replacement Warranty Support
Component Only Mail-In / Mail-Back Warranty Support
Global Next Business Day (NBD) Response Warranty Support
Global Mail-In / Mail-Back Warranty Support
Global Express Replacement Warranty Support
Advance Refurbishment System Service Warranty Support
Accidental Damage Service
No Fault Damage Service

**"Computer Device" means NCS-branded or Non-Branded hardware that is sold as new, purchased in the United States, and which is in a standard configuration at the time of purchase. The type of Computer Device covered by this Service Description is specified on Customer's NCS invoice and may include the following: desktop and notebook computers, workstation computers, TVs, projectors, printers, OEM/Server appliances, servers, mobile products, thin client and displays/CRTs/LCDs. In addition, certain non-NCS branded third party hardware may be covered if so indicated on Customer's invoice. Excluded from "System" are any components integrated by Customer Factory Integration.*

Computer Device General Limitations:

The Customer must pay a separate Total Price for each Computer Device the Customer wish to be covered by a Service. With regard to each Computer Device covered by a Service the following general terms, conditions and exclusions shall apply unless otherwise stated in Service Agreement:

Notebooks

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components. Notebook batteries will have limited coverage stated in (NCS Limited Battery Warranty; Appendix 2).

Desktops

Any hardware encompassed within the Computer Device; including port adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Servers

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in OEM Customer Specific Agreement. NCS will exercise

reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

OEM /Server Appliances

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Mobile Products

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Thin Client

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Displays LCD / CRT / Plasma

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. These Agreements are for hardware only. Service does not cover any defects in or damage to without limitation Customer Factory Integration items unless otherwise stated in service agreement. NCS will exercise reasonable efforts to, but these Statements do not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components. LCD /CRT/Plasma Displays will be held to manufacturer failure standards including defect to pixels, resolution and display color unless otherwise stated in service agreement.

Peripherals

All parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. These Statements may not cover externally-attached peripheral devices, components, cases, or wiring classified as “accessories” or “consumables” and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections or carrying cases. Services do not cover any software shipped with peripherals.

Additional NCS Warranty Documentation:

NCS Parts Only Limited Warranty Statement
Requesting Warranty Service
NCS Limited Battery Warranty Statement

NCS Limited Warranty Statement

This Statement provides coverage, terms and conditions regarding implied warranty for NCS provided Computer Devices.

Requesting Warranty Service

This Statement provides guidelines for requesting Purchased or implied warranty service on covered Computer Devices.

NCS Limited Battery Warranty Statement

This Statement provides coverage, terms and conditions regarding implied warranty for NCS provided notebook batteries.

NCS Parts Only Limited Warranty Statement:

NCS Technologies, Inc. warrants to the original purchaser that this NCS Computer Device product, excluding items such as software, disks, and related documentation, will be free from defects in material and/or workmanship for the period of one (1) year from the date of delivery. During the warranty period, NCS will correct any defects in material or workmanship, or any failure of the NCS computer Device to conform to specifications, at no charge for NCS facility labor and materials. Customer will be liable for all Shipping costs to and from NCS repair facility. When NCS repairs the Customer Computer Device, the Customer understands and agrees that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. Parts will be warranted for the remainder of the original warranty or thirty (30) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional products from NCS or upgrades that are done. The original purchaser must promptly notify NCS (see Requesting Warranty Service) if there is a defect in material or workmanship. Notice in all events, must be received by NCS before expiration of the warranty period.

The NCS Parts Only Limited Warranty is not transferable.

Support Does Not Include:

- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new systems.
- Coverage of damage during shipment other than original shipment to the original purchaser.
- Consumable products
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Statement.
- Please read this Statement carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Statement at any time, and to determine whether and when any such changes apply to both existing and future Customers.

NCS' and its suppliers' liability for failure to repair the NCS Computer Device product to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the NCS Computer Device product or, at NCS' discretion, to a refund not to exceed the purchase price of the NCS Computer Device product. These remedies are the original purchaser's exclusive remedies for breach of warranty. Under no circumstances shall NCS or its suppliers be liable for any special, indirect, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the NCS Computer Device product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, original purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Customer. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion

may not apply to the Customer. This Warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary from state to state.

IN THE EVENT OF INCONSISTENCY BETWEEN ANY TERMS OF THIS CONTRACT AND ANY TRANSLATION THEREOF INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

Requesting Warranty Service:

NCS Contact information:

NCS main warranty support facility hours are Monday-Friday 8:00AM to 6:00PM Eastern Standard Time, USA.

NCS 24x7 Support Contact information:

- a. Phone: Main Support Line- (888) Ring NCS, Option 4
- b. Email: NCSHelpdesk@ncst.com
- c. Web: <http://www.ncst.com/requestSupport.aspx>

NCS Partner Source Support Services Global 24x7 Contact information:

- a. Phone: 770-664-4822 / 866-777-8450 / International 866-214-1551
- b. E-mail: service@sourcesupport.com
- c. Web Site: www.sourcesupport.com

Customers Responsibilities:

Software/Data Backup: It is solely Customer's responsibility to complete a backup of all existing data, software, and programs on affected Systems *before* receiving Services (including telephone support). **NCS WILL HAVE NO LIABILITY FOR LOSS OF OR RECOVERY OF DATA, PROGRAMS, OR LOSS OF USE OF SYSTEM(S) OR NETWORKS.** Customer understands and agrees that under no circumstances will NCS be responsible for any loss of software, programs, or data - even if technicians have attempted to assist Customer with their backup, recovery, or similar services. Any such assistance is beyond the scope of any NCS warranty and this Service Description. The assistance is provided at NCS's discretion and without any guarantee or warranty of any kind. Neither does NCS provide any guarantee or warranty of any kind with respect to any third party product that a technician may use in assisting Customer. In addition, Customer should remove any confidential or proprietary information before returning System.

Requesting Service:

- Please prepare to provide the following Customer information to the NCS Technician when requesting this Service:
 - a. Personal contact information; including phone number, company name and Email address;
 - b. Shipping address

- Please prepare to provide the following technical information to the NCS Technician when requesting this Service:
 - a. NCS System serial number;
 - c. Monitor type, model number and Serial number / corresponding NCS System serial number if applicable;
 - e. Brand names and models of any peripheral devices (such as a modem) attached to the System if applicable to problem;
 - f. Error message received and when it occurs; What tasks or functions were being processed or implemented when the error occurred;
 - h. What steps if any were taken to try and resolve the problem;
- Listen attentively to the technician and follow instructions.

NCS Limited Battery Warranty Statement:

NCS Technologies, Inc. warrants to the original purchaser that the notebook Lithium-Ion battery pack is free from defects in material and/or workmanship for a period of one (1) year from the date of delivery. A battery shall also qualify for replacement under warranty if at any time during the warranty period it is unable to hold more than 50% of its original charge capacity. Shipping costs back to NCS must be prepaid by the original purchaser, but there is no charge for the inspection or return shipping of the battery or its replacement. If, upon inspection, NCS determines that the battery is defective in materials or workmanship, a new or refurbished replacement battery shall be provided. The replacement battery is warranted for the remainder of the original warranty or for thirty (30) days from the date of shipment, whichever is longer. The original purchaser must promptly notify NCS in writing if there is a defect in material or workmanship. Written notice in all events must be received by NCS before expiration of the warranty period.

This warranty is not transferable.

Support Does Not Include:

- Hardware or software support for Customer Factory Integration (“CFI”) products.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer’s agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Statement.
- Please read this Statement carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Statement at any time, and to determine whether and when any such changes apply to both existing and future Customers.

NCS' and its suppliers' liability for failure to repair the NCS PC product to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the NCS PC product or, at NCS' option, to a refund not to exceed the purchase price of the NCS PC product. These remedies are the original purchaser's exclusive remedies for breach of warranty. Under no circumstances shall NCS or its suppliers be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of data, loss of use of the NCS PC product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, original purchaser's time, the claims of third parties, including customers, and injury to property.

DISCLAIMER OF WARRANTIES

THE WARRANTY STATED ABOVE IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCS, ITS AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to the Customer. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion

may not apply to the Customer. This Warranty gives the Customer specific legal rights, and the Customer may also have other rights that vary from state to state.

IN THE EVENT OF INCONSISTENCY BETWEEN ANY TERMS OF THIS CONTRACT AND ANY TRANSLATION THEREOF INTO ANOTHER LANGUAGE, THE ENGLISH LANGUAGE VERSION SHALL PREVAIL.

THIS DISCLAIMER OF WARRANTIES AND LIMITED WARRANTY ARE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF VIRGINIA.

Domestic Mail-In / Mail-back Warranty Support Statement:

Options:

Standard Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Domestic Mail-In / Mail-Back Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Mail-In" Service. Customer must then take the System to the carrier location within three days following the call. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via Customer's standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Mail-In / Mail-Back Service will apply to all NCS branded Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping System back to Customer will be assumed by NCS. Once a Customer's System arrives at the NCS repair facility, NCS will repair or replace the System. Generally, Customer can expect their System to be returned in 7-10 business days (excluding Regular Holidays) after NCS receives the System at NCS repair facility.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Mail-In Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with the following shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to service, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the Customer standard prepaid packaging to the address given to Customer by the technician.

Package the System: Customer will provide packaging. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards.

NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

Transfer of Service Description: This Service Description extends only to original purchasers of the System within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In NCS's discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decides that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from NCS, as determined by NCS in NCS's sole and reasonable discretion.

Support Does Not Include:

- Any Computer Device located outside of the United States (the fifty (50) states and the District of Columbia).
- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Domestic Next Business Day (NBD) Response Warranty Support Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Domestic NBD Response Warranty Includes

On-Site dispatch of service technician and/or warranty parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on the Supported System.

Supported System

Support is available on NCS the System covered under this Service Description is identified on Customer's NCS invoice. A separate Support contract must be purchased by Customer for each Supported System. Each Supported System will be labeled with a NCS serial number.

Support Procedures

Contacting NCS for Service

Before Customer contacts NCS please see (Requesting Warranty Service)

NCS will use commercially reasonable efforts to keep Domestic telephone support available 5 days/week, 10 hours/day, 365 days a year – excluding holidays on Supported Systems warranty type.

Support Requests: For issues requiring response, Customer may submit a service request through the NCS for the appropriate region:

- U.S.A. and Canada - <http://www.ncst.com/requestSupport.aspx>
- Puerto Rico - <http://www.ncst.com/requestSupport.aspx>

Severity Condition NCS NBD Response Customer Role

Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to solve the problem.
- Analyst will go through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch is necessary, the analyst will provide Customer with additional instructions.

On-Site Support

On-site response options vary, depending on the type of service purchased; Customer's invoice indicates Customer's type of on-site response. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, NCS will dispatch a service technician to the Customer's business location (indicated on Customer's invoice or Customer's applicable separately signed agreement with NCS) as necessary pursuant to the applicable on-site response table below:

On-Site Response

On-site Response Time Restrictions/Special Terms

Next Business Day On-Site Response Service following phone-based troubleshooting, a technician can usually be dispatched to arrive onsite the next business day.

- Available 5 days/week, 10 hours/day - *excluding* holidays.
- Limited to locations beyond 24 hour response locations.
- Calls received by NCS Domestic Call Center after 5:00 PM local Customer time (Monday - Friday) and/or dispatches made after that time may require an additional business day for service technician to arrive at Customer's location.

- Select NCS models only.
- Depot Parts / System locations available via (Customer Agreement Terms).

Customer availability: Federal customers should consult Domestic Service Locations in Customer's applicable, separately signed agreement with NCS.

For all severity levels and on-site response service options: Following completion of remote troubleshooting and problem determination, the analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely over the phone.

Missed Service Visit: If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported System. The service technician will leave and notify NCS will let the Customer know s/he was there. If this occurs, Customer may be charged an additional fee for a follow-up service call.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Software Troubleshooting

Support includes software troubleshooting for select applications, operating systems, and firmware on Supported Systems over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include core operating systems (Microsoft®, Novell® or Red Hat®), installed and supported by NCS.

Collaborative Support : If a problem arises with certain third party products commonly utilized in conjunction with Customer's Supported System, NCS will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Once a vendor is engaged, NCS will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, NCS will initiate management escalation procedures within NCS and/or the vendor organization. To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem.

NCS WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES. Customer agrees to indemnify and hold NCS harmless for any claims related to those third party products and services.

View Covered Software Products and current Collaborative Support partners at <http://www.NCST.com>. Please note that Covered Software Products may change at any time without notice to Customers.

Software Troubleshooting Does Not Include

- Any product version not currently supported or provided by the manufacturer;
- Configuration, installation or optimization assistance;
- Any on-site service;
- Remote or on-site training assistance;

Domestic NBD Response Warranty Does Not Include

- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.

- Installation, de-installation, or relocation services.
- Direct third party product support.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description. Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Domestic Express Replacement Warranty Support Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Domestic Express Replacement Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Express Replacement" Service. Customer must then take the System to the carrier location within three days following receiving replacement. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via NCS provided standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Express Replacement Service will apply to all NCS branded Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping Replacement System to Customer will be assumed by NCS.

Mail-Out Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the replacement will be provided in the following manner:

Replacement Computer System

NCS will make every reasonable effort to ship the replacement computer system to Customer within a 24 hour period (unless otherwise stated in customer agreement) following call. Replacement computer system may not include items such as; NCS serial number label, operating system certificate of authenticity, battery, mouse, keyboard, accessories, customer software / data or hard drive. It is the Customers responsibility to transfer these components to the replacement system.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to accept, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the NCS standard prepaid packaging to the address given to Customer by the technician or provided on call tag.

Package the System: Customer will provide packaging if not provided by NCS. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards.

NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

Transfer of Service Description: This Service Description extends only to original purchasers of the System within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Any Computer Device located outside of the United States (the fifty (50) states and the District of Columbia).
- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Component Only Mail-In / Mail- Back Replacement Warranty Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Domestic Mail-In / Mail-Back Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's Component requires "Mail-In" Service. Customer must then take the Component to the carrier location within three days following the call. Customer must package Component in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via Customers standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Mail-In / Mail-Back Service will apply to all NCS branded Components and Non-branded NCS provided monitors or components. This service description does not apply to Components returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the Component to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the Component in for repair. All liabilities limited to shipping Component back to Customer will be assumed by NCS. Once a Customer's Component arrives at the NCS repair facility, NCS will repair or replace the Component. Generally, Customer can expect their Component to be returned in 7-10 business days (excluding Regular Holidays) after NCS receives the Component at NCS repair facility.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Mail-In Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Components that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to service, and will return to Customer, any Component that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The Component must be shipped in the Customer standard prepaid packaging to the address given to Customer by the technician.

Package the Component: Customer will provide packaging. Customer will be responsible for ensuring that the Component is properly packaged and Customer will bear the full risk of loss or damage for any Component that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's Component become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the Component and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the Component. Prior to shipping, Customer must remove the options and components from its Component as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards. **NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.**

Transfer of Service Description: This Service Description extends only to original purchasers of the Component within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE COMPONENT OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Any Computer Device located outside of the United States (the fifty (50) states and the District of Columbia).
- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Global Next Business Day (NBD) Response Warranty Support Statement:

Global NBD Response Warranty Includes

Direct telephone access 24 hours/day, 7 days/week, including holidays, to NCS's global Call Center staffed by senior-level analysts for expedited troubleshooting of hardware issues.

On-Site dispatch of service technician and/or warranty parts to Customer's business location (as necessary and according to level of service purchased) for repairs and resolution necessary due to a defect in materials or workmanship on the Supported System.

Supported System

Support is available on NCS the System covered under this Service Description is identified on Customer's NCS invoice. A separate Support contract must be purchased by Customer for each Supported System. Each Supported System will be labeled with a NCS serial number.

Support Procedures

Contacting NCS for Service

Before Customer contacts NCS please see (Requesting Warranty Service)

NCS will use commercially reasonable efforts to keep Global telephone support available 7 days/week, 24 hours/day, 365 days a year – including holidays on Supported Systems warranty type.

NCS will use commercially reasonable efforts to keep Domestic telephone support available 5 days/week, 10 hours/day, 365 days a year – excluding holidays on Supported Systems warranty type.

Support Requests: For issues not requiring Global response, Customer may submit a service request through the NCS for the appropriate region:

- U.S.A. and Canada - <http://www.ncst.com/requestSupport.aspx>
- Puerto Rico - <http://www.ncst.com/requestSupport.aspx>

Support Requests: For issues not requiring Global response, Customer may submit a service request through the NCS Global Call Center for the appropriate region:

- Outside Continental United States / Puerto Rico - xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Severity Condition NCS NBD Response Customer Role

Assist with Phone-based Troubleshooting

- When requested, identify error messages received and when they occur; what activities preceded the error message; and what steps Customer has already taken to solve the problem.
- Analyst will go through a series of troubleshooting steps to help diagnose the issue.
- If an on-site dispatch is necessary, the analyst will provide Customer with additional instructions.

On-Site Support

On-site response options vary depending on the type of service purchased; Customer's invoice indicates Customer's type of on-site response. Provided all applicable terms and conditions set forth in this Service Description have been fulfilled, NCS will dispatch a service technician to the Customer's business location (indicated on Customer's invoice or Customer's applicable separately signed agreement with NCS) as a necessary pursuant to the applicable on-site response table below:

On-Site Response

On-site Response Time Restrictions/Special Terms

Next Business Day On-Site Response Service following phone-based troubleshooting, a technician can usually be dispatched to arrive onsite the next business day.

- Available 5 days/week, 10 hours/day - *excluding* holidays.
- Limited to locations beyond 24 hour response locations.
- Calls received by NCS Global Call Center after 5:00 PM local Customer time (Monday - Friday) and/or dispatches made after that time may require an additional business day for service technician to arrive at Customer's location.
- Select NCS models only.
- Depot Parts / System locations available via (Customer Agreement Terms).

Outside Continental United States following phone-based troubleshooting, parts can be dispatched. On-site arrival times will depend on location and part availability.

- Limited to NCS-approved Global customers.
- Availability limited to select systems and locations.

Customer availability: Federal customers should consult Global Service Locations in Customer's applicable separately signed agreement with NCS.

For all severity levels and on-site response service options: Following completion of remote troubleshooting and problem determination, the analyst will determine if the issue requires an on-site service technician and/or parts to be dispatched or if the issue can be resolved remotely over the phone.

Missed Service Visit: If Customer or Customer's authorized representative is not at the location when the service technician arrives, the service technician cannot service the Supported System. The service technician will leave and notify NCS. NCS will let the Customer know he or she was there. If this occurs, Customer may be charged an additional fee for a follow-up service call.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Software Troubleshooting

Support includes software troubleshooting for select applications, operating systems, and firmware on Supported Systems over the telephone, or by transmission of software and other information through electronic means, or by shipping software and/or other information to Customer. Covered Software Products include core operating systems (Microsoft®, Novell® or Red Hat®), Installed and Supported by NCS.

Collaborative Support : If a problem arises with certain third party products commonly utilized in conjunction with Customer's Supported System, NCS will provide a single point of contact, as set forth herein, until problems are isolated and escalated to the third party product vendor. Once a vendor is engaged, NCS will monitor the problem resolution process and obtain status and resolution plans from the vendor until the vendor resolves the problem by either providing a resolution, steps towards a resolution, workaround, configuration changes, or escalation of a bug report. Upon the Customer's request, NCS will initiate management escalation procedures within NCS and/or the vendor organization. To be eligible for Collaborative Support, Customer must have the appropriate active support agreements and entitlement with the respective third party vendor. Once isolated and reported, the third party vendor provides technical problem support and resolution for Customer's problem.

NCS WILL NOT BE RESPONSIBLE FOR THE PERFORMANCE OF OTHER VENDORS' PRODUCTS OR SERVICES. Customer agrees to indemnify and hold NCS harmless for any claims related to those third party products and services.

View Covered Software Products and current Collaborative Support partners at <http://www.NCST.com>. Please note that Covered Software Products may change at any time without notice to Customers.

Software Troubleshooting Does Not Include

- Any product version not currently supported or provided by the manufacturer;
- Configuration, installation or optimization assistance;
- Any on-site service;
- Remote or on-site training assistance;

Global NBD Response Warranty Does Not Include

- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.

- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Direct third party product support.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description. Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Global Mail-In / Mail-Back Warranty Support Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Global Mail-In / Mail-Back Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Mail-In" Service. Customer must then take the System to the carrier location within three days following the call. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via Customer's standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Mail-In / Mail-Back Service will apply to all NCS branded Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping System back to Customer will be assumed by NCS. Once a Customer's System arrives at the NCS repair facility, NCS will repair or replace the System. Generally, Customer can expect their System to be returned in 7-10 business days (excluding Regular Holidays) after NCS receives the System at NCS repair facility.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Mail-In Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to service, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the Customer standard prepaid packaging to the address given to Customer by the technician.

Package the System: Customer will provide packaging. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards. **NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.**

Transfer of Service Description: This Service Description extends only to original purchasers of the System within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Global Express Replacement Warranty Support Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Global Express Replacement Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Express Replacement" Service. Customer must then take the System to the carrier location within three days following receiving replacement. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via Customer provided standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Express Replacement Service will apply to all NCS branded Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping Replacement System to Customer will be assumed by NCS.

Mail-Out Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the replacement will be provided in the following manner:

Replacement Computer System

NCS will make every reasonable effort to ship the replacement computer system to Customer within a 24 hour period (unless otherwise stated in customer agreement) following repair order issue. Replacement computer system may not include items such as; NCS serial number label, operating system certificate of authenticity, battery, mouse, keyboard, accessories, customer software / data or hard drive. It is the Customers responsibility to transfer these components to the replacement system.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to accept, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the Customer standard prepaid packaging to the address given to Customer by the technician or provided on call tag.

Package the System: Customer will provide packaging if not provided by NCS. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer should not send its manuals or any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed by the technician. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards.

NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

Transfer of Service Description: This Service Description extends only to original purchasers of the System within the United States as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Accessories, supply items, operating supplies, peripherals or parts such as batteries, frames, and covers.
- Media replacement for software NCS no longer ships with new Systems.
- Media replacement on non-NCS branded / manufactured software (i.e. Microsoft Office)
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment, improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.
- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Advance Refurbishment System Service Warranty Support Statement:

Options:

Standard - Direct telephone access 10 hours/day, 5 days/week to NCS's Warranty Support Department for expedited troubleshooting of hardware issues. In accordance with NCS standard helpdesk line Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA.

TBA: 24X7 Option - Direct telephone access 24 hours/day, 7 days/week to NCS's Global Call Center for expedited troubleshooting of hardware issues. Next Business Day (Monday- Friday (Excluding Holidays) 8:00AM – 6:00PM Eastern Standard Time, USA) response from NCS Warranty Support Department.

Accidental Damage Option - Accidental damage; Please See (Appendix I)

Advance Refurbishment System Replacement Support Includes:

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Advance Refurbishment System Replacement" Service. Customer must then take the System to the carrier location within three days following receiving replacement. Customer must package System in materials reasonable for shipments not to sustain damage. Customer must provide package to the carrier to be shipped via Customer standard shipping to NCS's repair facility in accordance with the shipping procedures set forth below. Advance Refurbishment System Replacement Service will apply to all NCS OEM provided Systems and Non-branded NCS provided monitors or components. This service description does not apply to Systems returned to NCS's repair facility using procedures other than those set forth herein, and neither NCS nor the carrier can be responsible for damage caused during transit of the System to the carrier or to NCS. Customer is responsible for the standard Customer shipping charges when sending the System in for repair. All liabilities limited to shipping Replacement System to Customer will be assumed by NCS.

Mail-Out Procedures

If the technician is unable to resolve the problem over the phone and determines that Advance Refurbishment System Replacement Service is necessary (depending on Customer's Service Type), the replacement will be provided in the following manner:

Ordering process

It is determined by a NCS technician during warranty support request (please see Requesting Warranty Service) that a Customer's System requires "Advance Refurbishment System Replacement" Service. It is the customer's responsibilities to process a normal Computer System order, referencing the Repair Order Number given by NCS technician to replace problem system.

Replacement Computer System

NCS will make every reasonable effort to ship the replacement computer system to Customer within a 24 hour period (unless otherwise stated in customer agreement) following order acceptance. Replacement computer system will be shipped as specified in Customers current production level status when warehoused unless otherwise stated in customer agreement.

Mail-In Procedures

If the technician is unable to resolve the problem over the phone and determines that Express Replacement Service is necessary (depending on Customer's Service Type), the following standard procedures apply; NCS will not accept Systems that are not returned in accordance with these shipping instructions:

Display the Return Order Number: The NCS technician will provide Customer with a Repair Order number. Customer must print the Repair Order number clearly and conspicuously on the outside of the prepaid packaging. NCS will refuse to accept, and will return to Customer, any System that does not clearly and conspicuously display the Repair Order number on the packaging.

Shipping: Customer and the carrier will make the shipping arrangements. The System must be shipped in the Customer standard prepaid packaging to the address given to Customer by the technician or provided on call tag.

Package the System: Customer will provide packaging if not provided by NCS. Customer will be responsible for ensuring that the System is properly packaged and Customer will bear the full risk of loss or damage for any System that is returned improperly packaged.

Parts Ownership: All service parts removed from Customer's System become the property of NCS. Customer must pay NCS at the current retail price(s) for any service parts removed from the System and retained by Customer. NCS uses new and reconditioned parts made by various manufacturers in performing warranty repairs.

Other Shipping Precautions: Customer is responsible to return all components shipped with System in accordance to customers' production level packing status. Customer must pay NCS at the current retail price(s) for any production level components or accessories removed from the System and retained by Customer. Customer should not send any non-NCS supplied options with the System. Prior to shipping, Customer must remove the options and components from its System as instructed. In addition, Customer should remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, or PC cards. **NCS is not responsible for any of Customer's confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.**

Refurbishment Procedures

The problem Computer system will be repaired and or replaced as determined by NCS. The Computer system will be refurbished to a Customer production level functionality. The computer system will be put through normal production level Quality Assurance and Final Test standards and held to NCS Appearance Standard unless otherwise stated in customer agreement. Customer is responsible for all per incident refurbishment fees.

NCS reserves the right to invoice the customer for any non-standard refurbishment costs associated with the Computer System.

Customer Warehouse

NCS will maintain a customer-owned system inventory at NCS headquarters. NCS will ship Advance Refurbishment System replacement from this inventory. Customer will be provided NCS Inventory management regarding their current systems in stock. This warehouse will be separate from new Customer Systems and will be comprised of only new Computer systems designated for this warehouse and refurbished units. All liabilities with maintaining this Advance Refurbishment System replacement warehouse will be assumed by NCS including but not limited to risk of loss or damage. NCS will allow onsite inspections / audits as predetermined and agreed to by NCS and the Customer. NCS reserves the right to charge a warehousing fee after a period of 90 days following the physical stocking of the computer System into the Advance Refurbishment System replacement warehouse.

Transfer of Service Description: This Service Description extends only to original purchasers of the System as determined by NCS. Subject to the limitations set forth in this Service Description.

Limited Liability: CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND NCS'S ENTIRE, COLLECTIVE LIABILITY IN CONTRACT, TORT OR OTHERWISE, UNDER THIS SERVICE DESCRIPTION IS THE REPAIR OF THE DEFECTIVE SYSTEM OR COMPONENTS IN ACCORDANCE WITH THIS SERVICE DESCRIPTION.

Terms and Conditions: NCS is pleased to provide these Services in accordance with this Service Description and the terms and conditions of the NCS Customer Master Services Agreement or Customer's separate signed agreement with NCS, as applicable. When NCS repairs the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. When shipping components only; NCS will not provide Customer specified production release components for replacement; Customer will receive components in original manufacturer received condition unless otherwise stated in customer agreement. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Support Does Not Include:

- Media replacement for software NCS no longer ships with new Systems.
- Hardware or software support for Customer Factory Integration ("CFI") products.
- Hardware or software support for non-NCS peripherals.
- Preventative maintenance.
- Installation, de-installation, or relocation services.
- Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than NCS (or its authorized representatives).
- Support for equipment damaged by misuse, accident, abuse of Supported System or components (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions), modification, unsuitable physical or operating environment,

improper maintenance by Customer (or Customer's agent), moving the Supported System, removal or alteration of equipment or parts identification labels, or failure caused by a product for which NCS is not responsible.

- Support for damage resulting from an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes.
- Any activities or services not expressly described in this Service Description.
- Please read this Service Description carefully and note that NCS reserves the right to change or modify any of the terms and conditions set forth in this Service Description at any time, and to determine whether and when any such changes apply to both existing and future Customers.

Accidental Damage Service Statement:

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON THE CUSTOMER INVOICE, THE CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "SERVICE STATEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN THE CUSTOMER AND NCS.

Covered Computer Devices

The Customer must pay a separate Total Price for each Computer Device the Customer wish to be covered by this Service. With regard to each Computer Device covered by this Service the following general terms, conditions and exclusions shall apply:

Notebooks

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Desktops

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Servers

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Web Appliances

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Mobile Products

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Thin Client

Any hardware encompassed within the Computer Device; including Non-branded NCS hardware peripherals provided. This Agreement is for hardware only. Accidental Damage Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Peripherals

All parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. This Statement does not cover externally-attached peripheral devices, components, cases, or wiring classified as “accessories” or “consumables” and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections or carrying cases. Accidental Damage Service does not cover any software shipped with peripherals.

Scope of Services

Repair and Replacement Service

During the term of this Statement and subject to the limitations in this Statement, NCS will repair or replace the Computer Device as necessary to correct any damage to the Computer Device which occurs during the usual and customary usage of the Computer Device because of:

- An electrical surge damages the Computer Device’s internal circuitry, or the Customer accidentally drop the Computer Device or the Computer Device is otherwise accidentally damaged from handling including damage to the Computer Device because of liquid.
- Damage because of extreme temperatures.

If NCS repairs the Customer’s Computer Device, the Customer understands and agrees that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In NCS’s discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decides that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from NCS, as determined by NCS, in NCS’s sole and reasonable discretion.

Limits of Support Services

This Agreement does not cover and NCS is not obligated to repair or replace:

- Any damage to or defect in the Computer Device that does not affect Computer Device functionality. Under this Statement, NCS is not obligated to repair reasonable wear and tear on the Computer Device and other superficial items, such as scratches and dents that do not materially impair the Customer use of the Computer Device.
- Any Computer Device that anyone other than NCS or a person NCS designate has tried to repair.
- Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone NCS designate will void and cancel this Statement. NCS will not reimburse the Customer the Customer for any repairs that the Customer or another person make or attempt to make to the Computer Device.
- Any Computer Device that suffers damage in connection with or as a result of incorrect or inadequate Customer Installation.
- Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer
- The Customer must return the damaged Computer Device to NCS in its entirety.
- Any Computer Device that is damaged by fire from an external source or that is intentionally damaged. If NCS finds evidence of intentional damage, NCS are not obligated to repair or replace the Computer Device.
- Any recovery or transfer of data stored on the Computer Device. The Customer is solely responsible for all data stored on the Computer Device. NCS does not provide the Customer any data recovery services under this statement. However, if hard drive replacement is necessary.
- It is not necessary that the Customer perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.
- Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of Computer Device or handheld peripheral device.

Limitation of Liability

NEITHER NCS NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO THE CUSTOMER, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF THE CUSTOMER HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO ACCEPTANCE OF THIS STATEMENT, THE CUSTOMER EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. THE CUSTOMER AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY

THIS STATEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

Customer Responsibilities

To receive the Accidental Damage Service, the Customer is responsible for complying with the following:

Cooperate with Technician

The Customer must cooperate with the technician to ensure that the Computer Device is properly serviced. At NCS's discretion, the technician will either send the Customer a replacement part for the Customer to install on the Computer Device or give the Customer directions to ship the Computer Device to the NCS repair facility. Once at the NCS repair facility, NCS may repair the Computer Device or ship the Customer a replacement Computer Device depending on our assessment of the damage to the Computer Device. In some cases, where NCS can determine over the telephone that a replacement Computer Device will be necessary, NCS may in our discretion, ship the Customer a replacement Computer Device immediately. However, if the Customer fails to return the damaged Computer Device to us, the Customer agrees that the Customer is responsible for the retail price of the replacement Computer Device.

Payment

Accidental Damage Service is only available with the purchase of a NCS peripheral or system falling under a category listed in Covered Computer Devices above, but it is not necessary that the Customer purchase Accidental Damage Service. Our invoice to the Customer for the Computer Device will indicate whether the Customer purchased Accidental Damage Service, and will serve as the Customer receipt. In addition, the Computer Device will be tagged with a serial number that will indicate the Customer purchase of Accidental Damage Service.

General Terms

Term and Renewal

This Statement begins on the date the Customer receive the Computer Device from us and expires on the contract expiration date corresponding to the Accidental Damage Service term purchased. The term of this Statement may not be extended or renewed.

Claims of Confidentiality or Proprietary Rights

The Customer agrees that any information or data disclosed or sent to NCS, over the telephone, electronically or otherwise, is not confidential or proprietary to the Customer.

Cancellation

This Agreement is dated as of the date the Customer receive the Computer Device from us. NCS may cancel this Agreement if the Customer fails to pay us the Total Price for Accidental Damage Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach the Customer obligations under this Agreement. NCS will not cancel this Agreement for any other reason. Accidental Damage Service must be cancelled separately for each Computer Device.

Entire Statement

This Statement is the entire agreement between the Customer and NCS with respect to its subject matter and none of NCS's employees or agents may orally vary the terms and conditions of this Statement.

No Fault Damage Service Statement:

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON THE CUSTOMER INVOICE, THE CUSTOMER AGREES TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THIS "SERVICE STATEMENT") WILL SUPPLEMENT, AND IF IN CONFLICT WITH WILL CONTROL, THE TERMS AND CONDITIONS OF ANY APPLICABLE SIGNED AGREEMENT BETWEEN THE CUSTOMER AND NCS.

Covered Computer Devices

The Customer must pay a separate Total Price for each Computer Device the Customer wishes to be covered by this Service. With regard to each Computer Device covered by this Service the following general terms, conditions and exclusions shall apply:

Accidental Damage Service (Appendix I) must be purchased along with No Fault Service for this agreement to apply.

All Computer Systems

Any hardware encompassed within the Computer Device; including power adapter and Non-branded NCS hardware peripherals provided.

This Agreement is for hardware only. No Fault Service does not cover any defects in or damage (including without limitation virus inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Computer Device, including without limitation Customer Factory Integration items. NCS will exercise reasonable efforts to, but this Statement does not guarantee that NCS will, repair or replace Customer Factory Integration items that may otherwise be excluded components.

Peripherals

All parts built in or on the base unit, including parts or accessories that are required for regular operation of the unit and shipped at point of sale, such as internal components/switches, built-in buttons, drawers, lids or panels, remote controls, synchronization cradles, or cables are covered. This Statement does not cover externally-attached peripheral devices, components, cases, or wiring classified as "accessories" or "consumables" and not built in or on the base unit, such as batteries, light bulbs, disposable/replaceable print/ink cartridges, print or photo paper, memory disks, disposable memory devices, wire connections or carrying cases. Accidental Damage Service does not cover any software shipped with peripherals.

Scope of Services

Repair and Replacement Service

During the term of this Statement and subject to the limitations in this Statement, NCS will repair or replace the Computer Device as necessary to correct any damage to the Computer Device.

If NCS repair the Customer Computer Device, the Customer understand and agree that NCS may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, NCS may designate an affiliated company or contract with a third party to complete repairs on the Computer Device. If NCS decide that it is necessary to replace the Computer Device rather than repair it, the Customer will receive a Computer Device equivalent to or upgraded to the Computer Device the Customer originally purchased from us, as determined by us in our sole and reasonable discretion.

Limits of Support Services

This Agreement does not cover and NCS are not obligated to repair or replace:

- Any Computer Device that anyone other than NCS or a person NCS designates has tried to repair.
- Any repair or attempted repair on the Computer Device covered by this Agreement by any party other than us or someone NCS designate will void and cancel this Statement. NCS will not reimburse the Customer for any repairs that the Customer or another person make or attempt to make to the Computer Device.
- Any Computer Device that is lost or stolen. To receive repair or replacement of a Computer
- The Customer must return the damaged Computer Device to us in its entirety.
- Any recovery or transfer of data stored on the Computer Device. The Customer is solely responsible for all data stored on the Computer Device. NCS do not provide the Customer any data recovery services under this statement. However, if hard drive replacement is necessary.
- It is not necessary that the Customer perform any preventive maintenance on the Computer Device to obtain repair or replacement of a Computer Device covered by this Agreement.

Limitation of Liability

NEITHER NCS NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO THE CUSTOMER, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE COMPUTER DEVICE, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE COMPUTER DEVICE NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO COMPUTER DEVICE FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE COMPUTER DEVICE, EVEN IF THE CUSTOMER HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO ACCEPTANCE OF THIS STATEMENT, THE CUSTOMER EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. THE CUSTOMER AGREE AND UNDERSTAND THAT NCS WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE PURCHASE OF THE COMPUTER DEVICE COVERED BY THIS STATEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE CUSTOMER.

Customer Responsibilities

To receive the No Fault Service, the Customer is responsible for complying with the following:

Cooperate with Technician

The Customer must cooperate with the technician to ensure that the Computer Device is properly serviced. At our discretion, the technician will either send the Customer a replacement part for the Customer to install on the Computer Device or give the Customer directions to ship the Computer Device to our repair facility. Once at our repair facility, NCS may repair the Computer Device or ship the Customer a replacement Computer Device depending on our assessment of the damage to the Computer Device. In some cases, where NCS can determine over the telephone that a replacement Computer Device will be necessary, NCS may in our discretion, ship the Customer a replacement Computer Device immediately. However, if the Customer fails to return the damaged Computer Device to us, the Customer agrees that the Customer is responsible for the retail price of the replacement Computer Device.

Payment

No Fault Service is only available with the purchase of a NCS peripheral or system falling under a category listed in Covered Computer Devices above, it is necessary that the Customer purchase Accidental Damage Service. Our invoice to the Customer for the Computer Device will indicate whether the Customer purchased Accidental Damage Service, No Fault and will serve as the Customer receipt. In addition, the Computer Device will be tagged with a serial number that will indicate the Customer purchase of No Fault Service.

General Terms

Term and Renewal

This Statement begins on the date the Customer receive the Computer Device from us and expires on the contract expiration date corresponding to the Accidental Damage Service term purchased. The term of this Statement may not be extended or renewed.

Claims of Confidentiality or Proprietary Rights

The Customer agrees that any information or data disclosed or sent to NCS, over the telephone, electronically or otherwise, is not confidential or proprietary to the Customer.

Cancellation

This Agreement is dated as of the date the Customer receive the Computer Device from us. NCS may cancel this Agreement if the Customer fails to pay us the Total Price for No Fault Service in accordance with our invoice terms, make a misrepresentation to us or our agents, or otherwise breach the Customer obligations under this Agreement. NCS will not cancel this Agreement for any other reason. No Fault Service must be cancelled separately for each Computer Device.

Entire Statement

This Statement is the entire agreement between the Customer and NCS with respect to its subject matter and none of NCS's employees or agents may orally vary the terms and conditions of this Statement.

lenovo Limited Warranty

L505-0010-01 04/2008

This Lenovo Limited Warranty applies only to Lenovo branded hardware products you purchased for your own use and not for resale.

This Lenovo Limited Warranty is available in other languages at www.lenovo.com/warranty.

What this Warranty Covers

Lenovo warrants that each hardware product that you purchase is free from defects in materials and workmanship under normal use during the warranty period. The warranty period for the product starts on the original date of purchase specified on your sales receipt or invoice unless Lenovo informs you otherwise in writing. The warranty period and type of warranty service that apply to your product are designated below under the section titled “**Warranty Information**.”

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES APPLY ONLY TO THE EXTENT REQUIRED BY LAW AND ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION ON DURATION MAY NOT APPLY TO YOU.

How to Obtain Warranty Service

If the product does not function as warranted during the warranty period, you may obtain warranty service by contacting Lenovo or an approved service provider. Each of them is referred to as a “Service Provider.” A list of Service Providers and their telephone numbers is available at www.lenovo.com/support/phone.

Warranty service may not be available in all locations and may differ from location to location. Charges may apply outside a Service Provider’s normal service area. Contact a local Service Provider for location-specific information.

What Your Service Provider Will Do to Correct Problems

When you contact a Service Provider, you must follow the problem determination and resolution procedures specified.

Your Service Provider will attempt to diagnose and resolve your problem over the telephone, e-mail or through remote assistance. Your Service Provider may direct you to download and install designated software updates.

Some problems can be resolved with a replacement part that you can install yourself called a “Customer Replaceable Unit” or “CRU.” If so, your Service Provider will ship the CRU to you for you to install.

If your problem cannot be resolved over the telephone or remotely, through your application of software updates or the installation of a CRU by you, your Service Provider will arrange for service under the type of warranty service designated for the product under the section titled “**Warranty Information**.”

If your Service Provider determines that it is unable to repair your product, your Service Provider will replace it with one that is at least functionally equivalent.

If your Service Provider determines that it is unable to either repair or replace your product, your sole remedy is to return the product to your place of purchase or to Lenovo for a refund of your purchase price.

Replacement of a Product or Part

When the warranty service involves the replacement of a product or part, the replaced product or part becomes Lenovo’s property and the replacement product or part becomes your property. Only unaltered Lenovo products and parts are eligible for replacement. The replacement product or part provided by Lenovo may not be new, but it will be in good working order and at least functionally equivalent to the original product or part. The replacement product or part shall be warranted for the balance of the period remaining on the original product.

Before your Service Provider replaces a product or part, you agree to:

1. remove all features, parts, options, alterations, and attachments not under warranty service;
2. ensure that the product or part is free of any legal obligations or restrictions that prevent its replacement; and
3. obtain authorization from the owner to have your Service Provider service a product or part if you do not own it.

Your Additional Responsibilities

Where applicable, before service is provided, you agree to:

1. follow the service request procedures that your Service Provider specifies;
2. backup or secure all programs and data contained in the product;
3. provide your Service Provider with all system keys or passwords and sufficient, free, and safe access to your facilities to perform service; and
4. ensure that all information about identified or identifiable individuals (“Personal Data”) is deleted from the product or that, with respect to any Personal Data that you did not delete, you are in compliance with all applicable laws.

Use of Personal Information

If you obtain service under this warranty, Lenovo will store, use and process information about your warranty service and your contact information, including name, phone numbers, address, and e-mail address. Lenovo will use this information to perform service under this warranty and to improve our business relationship with you. We may contact you to inquire about your satisfaction regarding our warranty service or to notify you about any product recalls or safety issues. In accomplishing these purposes, we may transfer your information to any country where we do business and may provide it to entities acting on our behalf. We may also disclose it where required by law.

What this Warranty Does not Cover

This warranty does not cover the following:

- uninterrupted or error-free operation of a product;
- loss of, or damage to, your data;

- any software programs, whether provided with the product or installed subsequently;
- failure or damage resulting from misuse, accident, modification, unsuitable physical or operating environment, natural disasters, power surges, or improper maintenance by you;
- damage caused by a non-authorized service provider;
- failure of, or damage caused by, any third party products, including those that Lenovo may provide or integrate into the Lenovo product at your request; and
- any technical or other support, such as assistance with "how-to" questions and those regarding product set-up and installation.

This warranty is voided by removal or alteration of identification labels on the product or its parts.

Limitation of Liability

Lenovo is responsible for loss or damage to your product only while it is: 1) in your Service Provider's possession; or 2) in transit in those cases where the Service Provider is responsible for the transportation.

Neither Lenovo nor your Service Provider is responsible for any of your data including confidential, proprietary, or personal data contained in a product. You should remove and/or backup all such information from the product prior to its service or return.

Circumstances may arise where, because of a default on Lenovo's part or other liability, you may be entitled to recover damages from Lenovo. In each such instance, regardless of the basis of your claim against Lenovo (including breach, negligence, misrepresentation, or other contract or tort claim), except and to the extent that liability cannot be waived or limited by applicable laws, Lenovo shall not be liable for more than the amount of actual direct damages suffered by you, up to the amount you paid for the product. This limit does not apply to damages for bodily injury (including death) and damage to real property or tangible personal property for which Lenovo is liable under law.

This limit also applies to Lenovo's suppliers, resellers, and your Service Provider. It is the maximum amount for which Lenovo, its suppliers, resellers, and your Service Provider are collectively responsible.

UNDER NO CIRCUMSTANCES SHALL LENOVO, ITS SUPPLIERS, RESELLERS, OR SERVICE PROVIDERS BE LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OR DAMAGE TO YOUR DATA; OR 3) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. AS SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Dispute Resolution

If you acquired the product in **Cambodia, Indonesia, Philippines, Vietnam or Sri Lanka**, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Singapore and this warranty shall be governed, construed and enforced in accordance with the laws of Singapore, without regard to conflict of laws. If you acquired the product in **India**, disputes arising out of or in connection with this warranty shall be finally settled by arbitration held in Bangalore, India. Arbitration in Singapore shall be held in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. Arbitration in India shall be held in accordance with the laws of India then in effect. The arbitration award shall be final and binding on the parties without appeal. Any award shall be in writing and set forth the findings of fact and the conclusions of law. All arbitration proceedings, including all documents presented in such proceedings, shall be conducted in the English language, and the English language version of this warranty prevails over any other language version in such proceedings.

Other Rights

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW OR WRITTEN AGREEMENT WITH LENOVO. NOTHING IN THIS WARRANTY AFFECTS STATUTORY RIGHTS, INCLUDING RIGHTS OF CONSUMERS UNDER NATIONAL LEGISLATION GOVERNING THE SALE OF CONSUMER GOODS THAT CANNOT BE WAIVED OR LIMITED BY CONTRACT.

European Economic Area (EEA)

Customers in the EEA may contact Lenovo at the following address: EMEA Service Organisation, Lenovo (International) B.V., Floor 2, Einsteinova 21, 851 01, Bratislava, Slovakia. Service under this warranty for Lenovo hardware products purchased in EEA countries may be obtained in any EEA country in which the product has been announced and made available by Lenovo.

Warranty Information

Product Type	Country or Region of Purchase	Warranty Period	Type of Warranty Service

If required, your Service Provider will provide repair or exchange service depending on the type of warranty service specified for your product and the available service. Scheduling of service will depend upon the time of your call, parts availability, and other factors.

A warranty period of three (3) years on parts and one (1) year on labor means that Lenovo will provide warranty service without charge for:

- a. parts and labor during the first year of the warranty period (or a longer period as required by law); and
- b. parts only, on an exchange basis, in the second and third years of the warranty period. Your Service Provider will charge you for any labor provided in performance of the repair or replacement in the second and third years of the warranty period.

Types of Warranty Service

1. Customer Replaceable Unit (“CRU”) Service

Under CRU Service, your Service Provider will ship CRUs to you for installation by you. CRU information and replacement instructions are shipped with your product and are available from Lenovo at any time upon request. CRUs that are easily installed by you are called Self-service CRUs, while Optional-service CRUs may require some technical skill and tools. Installation of Self-service CRUs is your responsibility. You may request that a Service Provider install Optional-service CRUs under one of the other types of warranty service designated for your product. An optional service offering may be available for purchase from Lenovo to have Lenovo install Self-service CRUs for you. You may find a list of CRUs and their designation in the publication that ships with your product or at www.lenovo.com/CRUs. The requirement to return a defective CRU, if any, will be specified in the materials shipped with a replacement CRU. When return is required: 1) return instructions, a prepaid return shipping label, and a container will be included with the replacement CRU; and 2) you may be charged for the replacement CRU if your Service Provider does not receive the defective CRU within thirty (30) days of your receipt of the replacement.

2. On-site Service

Under On-Site Service, your Service Provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the Lenovo product. For some products, certain repairs may require your Service Provider to send the product to a designated service center.

3. Courier or Depot Service

Under Courier or Depot Service, your product will be repaired or exchanged at a designated service center, with shipping arranged by your Service Provider. You are responsible for disconnecting the product. A shipping container will be provided to you for you to return your product to a designated service center. A courier will pick up your product and deliver it to the designated service center. Following its repair or exchange, the service center will arrange the return delivery of the product to you.

4. Customer Carry-In or Mail-In Service

Under Customer Carry-In or Mail-In Service, your product will be repaired or exchanged at a designated service center, with delivery or shipping arranged by you. You are responsible to deliver or mail, as your Service Provider specifies, (prepaid by you unless specified otherwise) the product, suitably packaged to a designated location. After the product has been repaired or exchanged, it will be made available for your collection. Failure to collect the product may result in your Service Provider disposing of the product as it sees fit. For Mail-in Service, the product will be returned to you at Lenovo's expense, unless your Service Provider specifies otherwise.

5. Product Exchange Service

Under Product Exchange Service, Lenovo will ship a replacement product to your location. You are responsible for its installation and verification of its operation. The replacement product becomes your property in exchange for the failed product, which becomes the property of Lenovo. You must pack the failed product in the shipping carton used to ship the replacement product and return it to Lenovo. Transportation charges, both ways, are paid by Lenovo. Failure to use the carton in which the replacement product was received may result in your responsibility for damage to the failed product during shipment. You may be charged for the replacement product if Lenovo does not receive the failed product within thirty (30) days of your receipt of the replacement product.

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: Doug Eacker – Chief Strategy Officer

Organization: NCS Technologies, Inc.

Date: November 14, 2013

**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

- Lenovo
 - Laptop
 - Chrome
 - Thin Client
 - Windows Tablet
 - Android Tablet

- NCS
 - PC/All-In-One
 - Server

- Getac
 - Rugged Laptop
 - Rugged Tablet Windows