



Commonwealth of Virginia
Virginia Information Technologies Agency

STATEWIDE HARDWARE AND MAINTENANCE CONTRACTS

Date: February 5, 2016

Contract #: VA-140331-NETT

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: Networking Technologies and Support Inc.
14421 Justice Road
Midlothian, VA 23113

FIN: 54-1831993

Contact Person: Matt Robertson, Program Manager
Voice: 804-858-8003
Email: mrobertson@thinknts.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

Virginia Information Technologies Agency

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February 04, 2016

Matt Robertson
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14421 Justice Road
Midlothian Virginia 23113

Mr. Robertson,

Per Section 3.A. ("Term and Termination") of contract VA-140331-NETT, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from March 31, 2016 through March 30, 2017. Should you have any questions, please feel free to contact me.

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

**MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-140331-NETT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
NETWORKING TECHNOLOGIES AND SUPPORT**

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

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

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 4.
"Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>
2. Add to the definition of "Product Acceptance" in Section 4 Subsection E on Contract Page 8.
"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."
3. Add to the definition of "Software License" in Section 9 on Contract Page 17.
"If Authorized User is a private institution, the license shall be held by that private institution."
4. Add to the definition of "Indemnification" in Section 15 Subsection A on Contract Pages 22-23.
"In the event of a settlement between Supplier and private institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."
5. Add to the definition of "Dispute Resolution" in Section 18 Subsection E on Contract Page 25.
"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-140331-NETT by this Modification No. 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

NAME OF SUPPLIER

BY: Networking Technologies and Support

NAME: *[Signature]*

TITLE: President

DATE: July 25, 2014

COMMONWEALTH OF VIRGINIA

BY: *[Signature]*

NAME: Doug Crenshaw

TITLE: VITA Source Mgr

DATE: 7/30/14



Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

NETWORKING TECHNOLOGIES AND SUPPORT

**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 Networking Technologies and Support ("Supplier"), a corporation headquartered at 14421 Justice Rd Midlothian VA 23113, 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

THIS IS TO BE PROPOSED BY SUPPLIER

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

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.

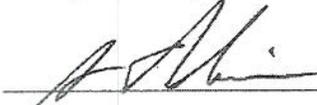
An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or order issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no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

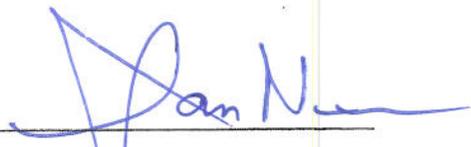
VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

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

Networking Technologies and Support

VITA

By: 
(Signature)

By: 
(Signature)

Name: Bernard Robinson
(Print)

Name: SAMUEL A. NIXON JR
(Print)

Title: President

Title: CHIEF INFORMATION OFFICER

Date: 3-12-2014

Date: 03-18-2014

Address for Notice:

Attention: _____

Address for Notice:

11751 Meadowville Lane
Chester VA 23836

Attention: Contract Administrator

Appendix E

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

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

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

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

Exhibit A

Requirement

Y/N/F

Description

General

<p>You have agreed that you can sell/service the entire Commonwealth of Virginia. Please describe how this will be accomplished for this contract.</p>	<p>Y</p>	<p>NTS is an authorized reseller of Fujitsu products throughout the Commonwealth of Virginia and can sell products in our proposed solution to any authorized user of this contract. NTS has a designated account management team to sell proposed solutions to all authorized users with the support of Fujitsu VA account management team. This will be done through availability to the contract vehicle, direct sales, technology events, conferences, and marketing efforts. In terms of service support Fujitsu has badged technicians throughout the Commonwealth to deliver warranty support in conjunction with NTS authorized service technicians. NTS will deliver large-scale deployment services and deliveries on an as needed basis through a project team.</p>
<p>Do your service/sales personal undergo training on a semi-annual or annual basis? If so, please explain.</p>	<p>Y</p>	<p>NTS service personal receive training under the authorized service provider program directly with Fujitsu in their training facility. Once technicians receive training certification additional technicians assigned to contract support will receive training on-site and through available training courses before performing warranty service. Technicians will be trained on new products as available in the marketplace. Training schedules will be established, reviewed, and conducted on a semi-annual basis.</p>
<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.</p>	<p>Y</p>	<p>NTS has already established business relationships with many localities, school systems, universities, and non-Executive Branches throughout the Commonwealth. NTS' account management team will leverage these existing relationships to promote this contract vehicle. In addition, NTS has an established marketing team that participates in conferences, trade shows, SWAMFests, vendor meetings, new product customer events, committees, and direct marketing such as mailing, and email product updates.</p>

Does your proposed solution include a re-stocking fee on returned equipment? Please provide details.	Y	If equipment is factory sealed and returned within 30 days of the invoice date, no re-stocking fee is charged. In the event the equipment is opened or aged, this will taken on a case by case basis.
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	NTS received awards in recent years such as the Chesterfield County 2013 First Choice Business Award – Innovation Impact Award for 2013. This was based on our innovative workforce programs & how NTS deals with the shortage of qualified candidates. Greater Richmond Chamber of Commerce – Chesterfield Business of the Year. This was based on how we impact Chesterfield County in jobs, community service, operate on ISO 9001:2008.
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	NTS attends VACO, ETLIC, VSTE, and the COVITS events on an annual basis. Additionally, NTS attends a variety of SWAMFest events with higher education and localities. NTS will continue to expand our attendance to available governmental conferences.
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)	F	NTS will provide a CIF catalog that interfaces with eVA upon contract award and potentially opt to create a punch-out catalog over the course of the contract. Proposed start date is two months post contract award date.
Does your proposed solution offer a web catalog that displays real time product availability? If so, please explain	N	NTS will provide real-time product availability through direct contact with our inside sales team for authorized users.
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	
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	F	Upon creation of our catalog NTS will comply with all Commonwealth Data Standard. Proposed start date is two months post contract award date.
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	Gold EPEAT Rating

Exhibit A

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

NTS has a record of all authorized users purchases in our order processing system. The dates, locations, exact equipment ordered, quantities, pricing information is captured and available for reporting purposes on a quarterly basis. Sample included in Appendice.

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

Y

Authorized Users can contact NTS for information regarding service logs. NTS will, in turn, contact Fujitsu, and a service log history based on the serial number of the device, can be generated, and sent to authorized users. Fields include ticket #, equipment, serial number, time, issue, resolution, status. Sample included in Appendices.

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

Y

Forecasts for future purchases, delivery schedules, refresh schedules based upon warranty and lifecycle, Warranty expiration information and alerts for renewals, deployment schedules, project plans, requirements documentation for projects and purchases, product quotations

Exhibit A

Requirement

Y/N/F

Description

Services & Sales

<p>Does your proposed solution provide Authorized Users service within 8 business hours of notification or next business day? If so, please explain.</p>	Y	<p>The proposed solution includes next business day service. The authorized user will contact Fujitsu service helpdesk. Initial phone support attempts problem resolution or escalates to on-site dispatch. A service technician from either NTS or Fujitsu will be dispatched and arrive on-site within the next business day for service.</p>
<p>Does your proposed solution provide hardware and software support from 8:00 am - 5:00 pm EST? If so, please provide details. If your proposed solution does not include qualified technicians to service devices being proposed, please explain how your company will ensure that those devices are serviced in accordance with the warranties listed in Exhibit C.</p>	Y	<p>Yes, hardware and software support is available 8:00am - 5:00pm EST. The initial hardware or software support will originate from Fujitsu's USA (Memphis) support center is open from 7AM to 7PM CST Monday through Friday. After hours and holidays, calls are handled by Fujitsu's Montreal call center. On-site service request will be escalated to either NTS or Fujitsu technical staff.</p>
<p>Is your firm willing to commit to service level agreements? If so, please refer to Appendix A and fill in the yellow shaded areas.</p>	N/A	
<p>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.</p>	Y	<p>NTS will leverage our partnership with Fujitsu to provide certified technicians to provide server technical work. These technicians are Fujitsu badged, operations are 365x7, technical resources are located throughout Virginia, and have an average of 13 year's experience.</p>
<p>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.</p>	Y	<p>The proposed solution offers a customer support program both through sales and service. NTS has two account managers dedicated to this program with three additional supporting VA locations regionally. In addition, NTS will leverage 5+ Fujitsu business line managers from Virginia to keep abreast on new technologies, products, and specification updates for authorized users. The program will involve consulting users developing solutions, fulfilling requirement, keeping end users aware of new technology product roadmaps, future technology evolution, lifecycle, EOL, and warranty coverage. At a minimum user organizations will be contacted monthly.</p>

<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>During the planning of an equipment purchase NTS will consult with the user on deliver options and develop a custom solution. The user determine the specific quantities for delivery to the exact location anywhere through VA, determine if shipments need to be expedited and/or delayed. NTS provides Just in Time delivery of equipment as specified by the user. The equipment will be shipped directly from the distributor to the site specified. NTS can provide ETA on shipment as part of the process. Order tracking information and status can be determined and provided by NTS inside sales at anytime during the shipment. In the event the authorized user needs more customized warehousing for solutions such as imaging and pre-shipment configuration services, NTS has a secure 25,000 sq. warehouse that can temporarily store equipment and deliver as determined in a pre-defined schedule including time period, location, inside delivery, automated asset tracking, equipment transfer. NTS has performed these services for over 15 years as a regular service practice.</p>
<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>N</p>	
<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>N/A</p>	
<p>Does your proposed solution offer vendor agnostic configuration of hardware systems? If so, please explain.</p>	<p>N</p>	
<p>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.</p>	<p>Y</p>	<p>NTS will have access to tracking information based upon email address for equipment shipping from distributor warehouse to site. The end user will be notified via email with tracking information. NTS inside sales can also provide tracking information on an order for an end user.</p>
<p>Does your firm ship all in stock orders same day? Please list shipping timelines and include caveats for delay, etc.</p>	<p>Y</p>	<p>Orders place by 3:30 EST will ship same day for in-stock items. Depending on stock warehouse location delivery ETA is 1-5 days. CTO and direct manufacturer orders ETA 3-15 days. Locations are throughout the country. Local warehouse stock will receive first priority to arrive sooner. Caveats for delay can include receiving the order after 3:30 EST., shipping from west coast warehouse location, and additional information required from authorized user to place order. The account team will inform authorized users of ETA and possible/expected delays.</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

Users can keep a failed hard drive under Fujitsu's "Keep Your Drive" Service Program. Because the drive may contain classified, proprietary, or sensitive information that could be recovered as a security measure an alternative to returning the defective drive exists. This program runs concurrent with the hardware warranty of the computer. In the event of a warranty-covered hard drive failure, a replacement hard drive will be a) Installed in the computer and the "failed" drive will be returned to the user for disposal, or b) Installed and no requirement for the "failed" drive to be returned to Fujitsu. The coverage is available at the point of sale for a new computer system. Coverage is available in one and three year plans. Pricing is included in the warranty/services category.

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

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

Y

Managed Service - proactive monitoring, security, upgrades, patches to equipment, Mobile Device Management - managed end-user devices, manage services, applications, upgrades, security, images, remote support. Hardware Warranty Support, Imaging, Installation, and Configuration Support

EXHIBIT C

PC - Fujitsu

Intel or 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
Desktop Offering	ESPRIMO P520 E85+	965.00	3.60%	930.30	0.00%	No URL available, CTO
Intel i5-3550 Processor (Quad Core, 3.30GHz, 6MB Cache w/HD 2500 Graphics)						
4GB 1600MHZ Memory						
500GB 7200 rpm SATA						
CDRW/DVD+/-RW Combo Drive						
Microsoft Windows 7 Professional Compatible						
Two Front Facing USB Ports or greater						
19" LED Monitor (minimum)						
Two button USB optical mouse with scroll wheel						
USB Keyboard with 103 keys						
10/100/1000 RJ-45						

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

FSCESPR_S2636
1-K1019-
V300_168087-01

AMD processors must be at least equivalent to listed Intel processors

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
All-In-One Offering - Fujitsu	ESPRIMO X913	1,236.00	6.13%	1,160.25	No URL available, CTO
Intel i3-2020 Processor (Dual Core, 3MB Cache w/HD 2500 Graphics)					
4GB 1600MHZ Memory					
500GB 7200 rpm SATA					
DVD+/-RW Combo Drive					
Microsoft Windows 7 Professional Compatible					
20" Display					
Two button USB optical mouse with scroll wheel					
USB Keyboard with 103 keys					
10/100 RJ-45					

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

FSCESPR_S2636
1-K1065-
V200_168088-01

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 - Fujitsu

Intel/ AMD Based

	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
<i>Minimum Configurations</i>						
Laptop Offering	LIFEBOOK E733	1,848.00	15.90%	1,554.25	0.00%	http://www.shopfujitsu.com/store/lifebook-e733-notebook
Intel i5-3230M Processor (2.6GHz 3M Cache with Intel HD Graphics 4000)						Customized Configuration
4GB RAM or greater						
500GB 7200 RPM SATA hard drive or greater						
CDRW/DVD+/-RW Combo Drive or better						
Microsoft Windows 7 Professional Compatible						
802.11a/b/g/n integrated wireless						
Energy Star qualified						
14.1 inch screen or greater						

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

FUJ38-1133-01

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 Teache 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>

Minimum Percentage Discount for Laptop Accessories (see note #3)	7.00%
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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.

Rugged Laptop - Fujitsu

Intel/ AMD Based

<i>Minimum Configurations</i>	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price
Rugged Laptop Offering	LIFEBOOK E753	1,843.00	19.49%	1,483.84
Mil-Std 810G Certified				
Intel Core i3-3110M Processor 2.4GHz or greater				
2GB RAM or greater				
320GB SATA hard drive or greater				
Super Multi DVD Drive				
Microsoft Windows 7 Professional Compatible				
802.11a/b/g/n integrated wireless				
13.1 inch screen or greater				
10/100/1000 RJ45				

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

FUJ38-1133-01

Minimum Percentage Discount for Rugged Laptop Accessories (see note #2)	7.00%
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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, docking stations, monitors, mice, keyboards. Items such as label printers, thumb drives, scanners will be awarded in the peripherals category.

Public Site to Verify Model #/List Price

<http://www.shopfujitsu.com/store/lifebook-e753-notebook>

Customized Configuration

Rugged Tablet Windows - Fujitsu

<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	LIFEBOOK T902	2,233.00	22.89%	1,721.87	http://www.shopfujitsu.com/store/lifebook-t902-tablet-pc
Mil-Std 810G Certified	Customized Configuration				
Intel or AMD Processor					
4GB RAM or greater					
128GB Storage					
Microsoft Windows 7 Professional or higher					
802.11a/g/n integrated wireless					
10.1 inch screen or greater					

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

FUJ38-1133-01

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

Windows Tablets - Fujitsu

Minimum Configurations

	Brand/Model #	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Tablet Offering	STYLISTIC Q572	1,088.00	13.98%	935.90	http://www.shopfujitsu.com/store/stylistic-q572-tablet-pc
Intel or AMD Processor					Customized Configuration
1GB RAM or greater					
16GB Storage or greater					
Windows 7 Professional or higher					
802.11b/g/n integrated wireless					
SD Card Memory Expansion slot					
Front and rear camera					
8 inch screen or greater					

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

FUJ38-1133-01

Minimum Percentage Discount for Windows Tablets Accessories (see note #2)	7.00%
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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.



Servers - Fujitsu

Intel/ AMD Based

Minimum Configurations

Tower Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel Xeon E3-1200v2 3.10GHz 8GB Memory 100 GB Hard Drive Onboard SATA DVD Writer No OS installed Gigabit Ethernet Adapter	PY TX140S2//LFF/Standard PSU	1,429.00	13.22%	1,240.13	No URL available, CTO
Rack Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel Xeon E5-2407 2.2GHz 8GB Memory Onboard SATA 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	PY RX200S8 4x2.5	2,599.00	22.40%	2,016.95	No URL available, CTO
Blade Server Offering	Brand/Model	LIST	Percentage Discount (see note #1 below)	Discounted Price	Public Site to Verify Model #/List Price
Intel E5-2430 2.2GHz 8GB Memory 100 GB Hard Drive Gigabit Ethernet Adapter No OS installed	PY BX920 S3 Dual Server Blade	3,094.00	14.89%	2,633.27	No URL available, CTO

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

FSCT140_S26361-K1460-V101_168089-01

AMD processors must be at least equivalent to listed Intel processors

Minimum Percentage Discount for Server Accessories (see note #2)	7.00%
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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 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.

Peripherals

Flash Drives	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
8 GB	DT101G2/8GBZ	10.00	38.41%	6.16	http://www.kingston.com/us/memory/search/?partid=dt101g2/8gbz
16 GB	DT101G2/16GBZ	17.00	38.71%	10.42	http://www.kingston.com/us/memory/search/?partid=dt101g2/16gbz
32 GB	DT101G2/32GBZ	34.00	37.99%	21.08	http://www.kingston.com/us/memory/search/?partid=dt101g2/32gbz

Monitors (<i>wide aspect</i>)	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
17" LCD	VG732M-LED	214.00	26.74%	156.77	http://www.viewsonic.com/us/monitors/graphics-vg-series.html?option_monitor_size=113
19" LCD	VA926-LED	237.00	27.30%	172.30	http://www.viewsonic.com/us/monitors/value-va-series/va926-led.html

Power Strip	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
6 Outlet 6ft cord 790 Joule	TLP606	14.40	42.95%	8.22	http://www.tripplite.com/en/products/model.cfm?txtModelID=2632
8 Outlet 8ft cord 2500 Joule	TLP1008TEL	43.20	42.98%	24.63	http://www.tripplite.com/en/products/model.cfm?txtModelID=2634

Mouse	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Optical Scroll Mouse- USB	M30P10-7N	9.99	56.28%	4.37	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Delectronics&field-keywords=M30P10-7N&rh=n%3A172282%2Ck%3AM30P10-7N

Keyboard	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Standard Keyboard- USB	KC0A1-4N6P	19.99	63.68%	7.26	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Delectronics&field-keywords=KC0A1-4N6P

Wireless Keyboard/Mouse Combo	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wireless keyboard and mouse USB interface	CK2A0-4N6P	29.99	44.26%	16.72	http://www.amazon.com/V7-CK2A0-KeyBoard-Mouse-CK2A0-4N6P/dp/B00BMQ5VBY

Cables	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
10 ft CAT5e	V7N3C5E-10F-GRYS	4.99	58.79%	2.06	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=V7N3C5E-10F-GRYS+&rh=i%3Aaps%2Ck%3AV7N3C5E-10F-GRYS+
7 ft CAT5e	A3L781-07	2.49	58.28%	1.04	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=A3L781-07+&rh=i%3Aaps%2Ck%3AA3L781-07+
3 ft CAT6	A3L9002-03-BLKS	19.99	77.46%	4.51	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=A3L9002-03-BLKS&rh=i%3Aaps%2Ck%3AA3L9002-03-BLKS
7' CAT6	A3L9002-07-REDS	19.99	71.21%	5.76	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=A3L9002-07-REDS&rh=i%3Aaps%2Ck%3AA3L9002-07-REDS
HDMI to HDMI M/M 6ft	F8V3311b06	12.99	60.91%	5.08	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=F8V3311b06+&rh=i%3Aaps%2Ck%3AF8V3311b06+

External Hard Drive	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
1 TB USB 3.0 (portable)	STBX1000101	79.99	1.99%	78.40	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=STBX1000101&rh=i%3Aaps%2Ck%3ASTBX1000101
500 GB USB 3.0 (portable)	STBX500100	79.99	25.08%	59.93	http://www.amazon.com/s/ref=nb_sb_noss?url=search-alias%3Daps&field-keywords=+STBX500100+&rh=i%3Aaps%2Ck%3A+STBX500100+
2 TB USB 3.0 (external desktop)	WDBMWV0020BBK-NESN	179.99	16.79%	149.77	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=WDBMWV0020BBK-NESN&rh=i%3Aaps%2Ck%3AWDBMWV0020BBK-NESN
4 TB USB 3.0 (external desktop)	STBV4000100	219.99	26.00%	162.79	http://www.amazon.com/s/ref=nb_sb_noss_2?url=search-alias%3Daps&field-keywords=STBV4000100+&rh=i%3Aaps%2Ck%3ASTBV4000100+

Web Cams	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Web Cams	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Color, Hi-speed USB, built-in microphone, 1024x768 max digital video resolution	960-000764	99.99	2.20%	96.79	http://www.amazon.com/Logitech-Webcam-Widescreen-Calling-Recording/dp/B006JH8T3S/ref=sr_1_fkmr3_1?ie=UTF8&qid=1384423350&sr=8-1-fkmr3&keywords=Web+Cam%2C+Color%2C+Hi-speed+USB%2C+built-in+microphone%2C+1024x768+max+digital+video+r esolution
Color, Hi-Speed USB, 720p HD Widescreen, built-in microphone, 1280x720 max digital video resolution	960-000715	59.99	1.70%	58.09	http://www.amazon.com/Logitech-960-000715-HD-Webcam-C525/dp/B0093DPA2S
USB Hubs	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
USB 2.0 7 port hub, power supply included	ST7202USB	23.99	26.74%	17.57	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=ST7202USB
Mini hub 4 port hi speed USB, no power supply needed	ST4200MINI	14.99	45.90%	8.11	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=ST4200MINI&rh=i%3Aaps%2Ck%3AST4200MINI
Speakers	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
PC Multimedia Speakers, mini-phone stereo 3.5mm, integrated audio amplifier, 5 watt nominal output, 2 speakers, power supply included,	970264-0403	29.99	15.60%	25.31	http://www.amazon.com/s/ref=nb_sb_noss_2?url=search-alias%3Daps&field-keywords=970264-0403&rh=i%3Aaps%2Ck%3A970264-0403
PC Multimedia speakers system, 2 speakers, subwoofer, 30 watt audio system nominal output power, 2.1 channel speaker system configuration, mini-phone stereo 3.5mm, power supply included	980-000354	69.99	9.60%	63.27	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=980-000354&rh=i%3Aaps%2Ck%3A980-000354
Label Printer	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
Wired USB, monochrome, direct thermal technology, max speed 50 labels per minute, 1 roll capacity, power supply included	1752267	299.99		299.99	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=1752267&rh=i%3Aaps%2Ck%3A1752267

I. Battery Back Up Unit	Model #	List	Discount %	Discounted Price	Public Site to Verify Model #/List Price
UPS external, 550 VA power capacity, 3 min battery run time	BE550G	69.99	8.69%	63.91	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=BE550G&rh=i%3Aaps%2Ck%3ABE550G
UPS external, 1440 VA power capacity, 7 min battery run time	5P1500RT	1,134.00	44.95%	624.21	http://www.amazon.com/Control-Automation-5PX1500RT-Output-Connections/dp/B00DWI6GJ6/ref=sr_1_9?ie=UTF8&qid=1384423877&sr=8-9&keywords=5P1500RT
UPS 750 VA power capacity, 16 min battery run time	SMT750	329.99	17.82%	271.18	http://www.amazon.com/s/ref=nb_sb_noss_1?url=search-alias%3Daps&field-keywords=SMT750

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

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

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

MANUFACTURER	MINIMUM PERCENTAGE DISCOUNT FROM LIST
Fujitsu	7.00%
Kingston	10.00%
Viewsonic	25.00%
Tripp Lite	40.00%
V7	19.00%
Belkin	45.00%
Seagate	2.00%
Western Digital	16.00%
StarTech	25.00%
Logitech	1.70%
APC	8.00%
Leibert	18.00%

Services and Warranty

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

Service or Warranty Description

Rack Server - PYRX200 Series Warranty Uplift, 36 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
Tower Server - PYTX100 Bundle Warranty Uplift, 12 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
Tower Server - PYTX100 Bundle Post Warranty, 24 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
Blade Server - PYBX900 Series Warranty Uplift, 36 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
Blade Server/Switch Fabric - PYETH SWITCH Warranty Uplift, 36 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
Blade Server - PYBX920 Series Warranty Uplift, 36 Months, Enhanced Plus Level, 24x7 4hr Onsite, Prepaid billing
FUJITSU MOBILITY : 4-Year Onsite Plan (4-Year Onsite + 1-Year Extension of Standard International Limited Warranty)
FUJITSU MOBILITY : 4-Year Onsite Plan (4-Year Onsite + 1-Year Extension of Standard International Limited Warranty)
FUJITSU MOBILITY : 3-Year Accidental Damage Protection
FUJITSU MOBILITY : 4-Year Accidental Damage Protection (ADP) for STYLISTIC (4-Year ADP for STYLISTIC + 1-Year Extension of Standard International Limited Warranty). Covers accidental damages for a
FUJITSU MOBILITY : 3-Yr Onsite plus ADP for STYLISTIC
FUJITSU MOBILITY : 4-Yr Onsite + ADP for STYLISTIC + 1-Yr Ext of Std Intl Ltd Warr
FUJITSU MOBILITY : Covers accidental damages for a period of three years from the date of unit purchase. Covers up to one incident per major part, such as screen (LCD), DVD/CD ROM, hard disk drive,
FUJITSU MOBILITY : Contains the combined coverage of the 3-Year Onsite Plan plus the 3-Year Accidental Damage Protection.
FUJITSU MOBILITY : 4-Year Onsite Plan (4-Year Onsite + 1-Year Extension of Standard International Limited Warranty)
FUJITSU MOBILITY : Contains the combined coverage of the 4-Year Onsite Plan plus the 4-Year Accidental Damage Protection.
FUJITSU MOBILITY : 4-Year Accidental Damage Protection (ADP) (4-Year ADP + 1-Year Extension of Standard International Limited Warranty)
Keep Your Drive - Covers customer retention of qualified hard drive (one covered under warranty with failure concurrence by Fujitsu) for the period of 1 year
Keep Your Drive - Covers customer retention of qualified hard drive (one covered under warranty with failure concurrence by Fujitsu) for the period of 3 years

Hardware insertion and removal. Includes board level components like RAID cards, Hba's, memory, hdd's.

Custom image download via CD, DVD or network download (single load no drivers)

Create image off a system

Microsoft OS load

Linux OS load

Driver Installation per unit

Software application load

On-site desktop or mobile device installation - per unit

On-site desktop or mobile device installation with up to 2GB data transfer per unit

On-site desktop or mobile device installation - exceeds 60 miles travel expense per day

Managed Services Monitoring - per server per month

Managed Services Monitoring - per end-user device per month

Mobile Device Management - per device per month

Rate

\$ 719.40
\$ 102.45
\$ 278.88
\$ 939.10
\$ 958.45
\$ 420.03
\$ 156.73
\$ 156.73
\$ 131.00

\$ 229.83
\$ 182.47
\$ 287.74

\$ 118.13
\$ 170.77
\$ 156.73
\$ 276.04
\$ 217.55
\$ 32.80
\$ 74.33

\$ 30.00
\$ 30.00
\$ 150.00
\$ 50.00
\$ 75.00
\$ 25.00
\$ 30.00
\$ 50.00
\$ 75.00
\$ 200.00
\$ 75.00
\$ 25.00
\$ 10.00



Data Sheet

FUJITSU Support Pack Hardware

Maintenance Services for IT Hardware

INTRODUCTION

Fujitsu offers - with its Fujitsu Support Pack Hardware - support services for hardware which cover diagnostics and the elimination of hardware errors via repair or replacement. Depending on the type of IT hardware und corresponding manufacturer warranty Fujitsu offers on-site support services at the customer's or at a Fujitsu service point (off-site services). Various service level options can be selected for on-site services.

This data sheet describes the contractually relevant support services; product-specific supplements, if necessary, are defined in a Technical Appendix.

The specific contracted support services are delivered according to the service scope defined in the Support Pack certificate for the correspondingly listed hardware products.

The use of remote access methods is decisive for efficient service delivery as well as a prerequisite for a Fujitsu Support Pack Hardware with defined recovery times (see "Prerequisites").

FUJITSU SUPPORT PACK HARDWARE

Support Pack hardware is a product-related service contract for a fixed period and with once-only remuneration which supplements the manufacturer warranty. The contract period (service period) begins on the exact date when the corresponding hardware product was initially purchased. The service is provided based on a once-only payment to be paid in advance when the Support Pack is purchased and when the service is activated according to the "Supplemental terms for Fujitsu Support Packs".

Fujitsu Support Packs can be purchased within 90 days of the product purchase for a contract period of 36, 48 or 60 months. Before expiry, the service period can be extended (until the declared end-of-service for the respective product) by purchasing a corresponding follow-on Support Pack for 12 months.

Services in detail

OUR SERVICE OFFERING

Various services can be provided depending on the type of hardware:

- **Bring-In Service**

The customer issues a call to the Fujitsu Help Desk. If a remote fix is not possible and the hardware must be repaired, the customer brings the faulty device to a qualified service point (service partner or repair center). The Bring-In Service includes the provision of all spare parts as well as the labour costs but not the transport to and from the service point. The repair work is carried out in the repair center. When the repair work has been completed, the customer is notified that the device is ready for collection.

- **Send-In & Return Service**

The customer issues a call to the Fujitsu Help Desk. If a remote fix is not possible and the hardware must be repaired, the customer brings the faulty device to a qualified service point (service partner or repair center). The transport and insurance costs are borne by the customer. The Send-In Service includes the provision of all spare parts, the labour costs and the return-to-sender postage costs for the device.

- **Collect & Return Service**

The customer issues a call to the Fujitsu Help Desk. If the fault cannot be solved by the Help Desk engineer on the phone, the customer is given a repair order number. One of our transport partners then organizes the collection. The faulty unit is collected at the customer's address (if not otherwise agreed, at the main entrance). The faulty unit must be packed by the customer using suitable packaging and before collection. When the repair has been completed in a Fujitsu repair center, the product is returned to the customer.

- **Door-to-Door or Desk-to-Desk Service**

The customer issues a call to the Fujitsu Help Desk. If the fault cannot be solved by the Help Desk engineer on the phone, the faulty product is replaced with a comparable product. The faulty unit is collected from the customer's address (if not otherwise agreed, at the main entrance); a new one is delivered to the same address. Door-to-Door Service includes, on request, an upgrade to Desk-to-Desk Service; i.e. the replacement device is delivered direct to the user's desk.

- **On-site Services**

The reported fault is analyzed. If necessary, the diagnosed technical problem is solved, if possible via remote access or otherwise by an on-site service engineer. If a hardware component fails, the operational readiness is ensured by replacing or repairing the faulty part. The spare parts used are new or as-new. The replaced parts become the property of Fujitsu or of the commissioned authorized service partner.

Various service level options can be selected for on-site services including response time and/or recovery time (see "Options"). The service levels

- Response time 4 hrs and
- Recovery time 4/8 hrs

are available under the terms described for installation locations which are within a maximum 100 km from an authorized Fujitsu service point. For those installation locations more than 100 km from an

authorized Fujitsu service point, Fujitsu reserves the right to change the response/recovery times and/or charge the additional costs. Special service levels must be agreed for those installation locations that are difficult to reach (e.g. islands, mountains).

SERVICES NOT INCLUDED IN THE SCOPE OF SUPPORT (EXCLUSIONS)

The contractually agreed support services do not include the backup or installation of the operating system, the application software nor the system and user data.

Exception: When replacing hard disks in workplace systems (desktops, notebooks), the pre-installed operating system must be re-installed, if made available by the user.

The regular and full data backup, including application and operating system software, is the responsibility of the customer.

SERVICE LEVELS

The defined response times apply for on-site services. They start within the agreed service time with the initial call acceptance; time measurement is stopped outside the agreed service time. In other words, response times can last until the next day which is covered by the service time.

The agreed response times depend on the selected service option.

- **Call acceptance**

Call acceptance is 24 hours a day including Sundays and public holidays. Calls can also be sent via fax, e-mail or the Internet. When the call entitlement and pre-clarification phase has been successfully concluded, the fault is accepted, a reference number is assigned and the fault is then processed according to the defined service level. The measurement of the contracted response or recovery times starts with the confirmation of an incident by the help desk.

The customer must specify the serial or ID number for the device concerned.

Call acceptance	To get in contact with Fujitsu support please see www.fujitsu.com/global/support The relevant contact details are available by choosing the respective product line and country.
• Service time	The service time is the contractually agreed time period within which the service is provided via remote access or on-site. The standard service time varies between countries, e.g. for Germany it is Monday to Friday between 8:00 and 17:00 hrs with the exception of legal public holidays.
• Response time	The response time is the period between call acceptance and the time when an engineer normally arrives at the customer location with the diagnosed spare part (where applicable). The measurement of response time is interrupted outside agreed service times. The response time does not apply in those situations where a fault can be eliminated remotely.

Troubleshooting continues until the IT infrastructure is operational again or until suitable progress has been made in solving the problem.

Work can be stopped for a time if additional parts or resources are required, but is restarted as soon as they are available.

- **Recovery time**

The recovery time is the period between call acceptance and the time when a service engineer normally recovers the operational readiness of the hardware that has been identified as faulty. The measurement of the recovery time is interrupted outside the agreed service time.

The recovery time does not include the time required to recover data and/or install the software, operating system or corresponding updates and/or the recovery of customer-specific configuration.

HARD DISK RETENTION

This option of the Fujitsu Support Pack Hardware is designed for customers who - in a service situation - do not wish to hand over data media (hard disk drives or SSDs) with confidential data to Fujitsu or the commissioned authorized service partner. Customers, who purchase this Fujitsu Support Pack Hardware option, are allowed to retain faulty hard disk drives that are authorized for service: In this situation, Fujitsu, in contrast to other specifications in this document, does not insist on its ownership right for faulty hard disk drives when supplying a replacement drive.

The customer retains sole responsibility for protecting confidential data saved on faulty hard disk drive.

REMOTE SERVICE

As part of the Support Services Fujitsu provides reliable remote access functions which support fast and efficient fault diagnosis and, if necessary, eliminate errors. Remote access to a customer system is only carried out with the customer's approval which can be granted generally or on a case-by-case basis; it usually requires Internet access.

PREREQUISITES

The following prerequisites apply for the service contract. Should one or more of the prerequisites not be met, the services described can only be provided in a restricted manner or possibly not at all.

- **Remote access**

A defined recovery time in the context of Fujitsu Support Pack Hardware is based on the assumption that remote access is available for Fujitsu. If the customer does not wish to provide any remote access or this cannot be configured for some other reason, the contractually agreed service levels cannot always be met in all situations.

- **Feasibility check**

A feasibility check is carried out by Fujitsu before a Fujitsu Support Pack with defined recovery times is signed. As a result of this check Fujitsu is - where applicable - to make proposals for changes to the user's environment, unless all prerequisites for adhering to the recovery times are met. These proposals are made in writing. The Fujitsu service obligation only exists when the feasibility check has been successfully completed and when all of the above prerequisites have been met.

- **System changes**

The Fujitsu Support Pack Services can only be provided if the customer provides Fujitsu immediately and in writing details of all the modifications to the service-authorized hardware product (e. g. configuration changes, such as additive components, changing the IP, LAN, SAN, NAS configuration, etc.). In the event of any extension, the same service option must be agreed as the one in the existing contract.

LEGAL INFORMATION / GENERAL TERMS AND CONDITIONS

The product, delivery and service features described above include a final list of the features of the subject of the contract and do not represent a guaranteed quality or declaration thereof in the eyes of the law.

In addition to this data sheet, the following general business terms and conditions of Fujitsu Technology Solutions apply:

- "General terms and conditions for hardware and software support services of Fujitsu Technology Solutions GmbH"
- "Supplemental terms for Fujitsu Support Packs"

OPTIONS

The following table provides an overview of standard Support Pack options. The availability of a specific service level for a specific product depends on the type of product and the associated manufacturer warranty.

Infrastructure Products	Offsite Service			Onsite Service				HDD Retention option available	
	Bring-In	Collect & Return	Desk-to-Desk	Onsite Service without Response Time	9x5 ¹⁾				
			or Door-to-Door		SBD ²⁾	NBD ²⁾	4 h		NBD ²⁾
				Onsite Response Time		Recovery Time ³⁾			
Workplace Systems	•			•	•	•	•	•	

Infrastructure Products	Onsite Service without Response Time	Onsite Service								HDD Retention option available
		9x5 ¹⁾				24x7 ¹⁾				
		SBD ²⁾	NBD ²⁾	4 h	NBD ²⁾	4h	24 h	8 h	4 h	
		Onsite Response Time		Recovery Time ³⁾	Onsite Response Time	Recovery Time ³⁾				
Servers & Storage	•	•	•	•	•	•	•	•	•	•

Legend:

- Availability depending on product and country, valid for CEMEA/I

- Explanation of service times:
9x5 - Local business days and local business hours except legal public holidays
24x7 - Monday to Sunday including legal public holidays, 24 hours
- NBD refers to the next Fujitsu business day, e.g. Monday to Friday except legal holidays. SBD denotes the next but one Fujitsu business day (SBD).
- Availability subject to a feasibility check

More information

Fujitsu platform solutions

In addition to Fujitsu Support Services, Fujitsu provides a range of platform solutions. They combine reliable Fujitsu products with the best in services, know-how and worldwide partnerships.

Dynamic Infrastructures

With the Fujitsu Dynamic Infrastructures approach, Fujitsu offers a full portfolio of IT products, solutions and services, ranging from clients to datacenter solutions, Managed Infrastructure and Infrastructure as a-Service. How much you benefit from Fujitsu technologies and services depends on the level of cooperation you choose. This takes IT flexibility and efficiency to the next level.

Computing products

www.fujitsu.com/global/services/computing/

- PRIMERGY: Industrial standard server
- SPARC Enterprise: UNIX server
- PRIMEQUEST: Mission-critical IA server
- ETERNUS: Storage system

Software

www.fujitsu.com/global/services/software/

- Interstage: Application infrastructure software
- Systemwalker: System management software

Services

www.fujitsu.com/global/services/

- Consulting Services
- Application Services
- Managed Infrastructure Services
- Product Support Services

More information

Learn more about Fujitsu Maintenance and Support Services, please contact your Fujitsu sales representative, Fujitsu business partner, or visit our website.
<http://www.fujitsu.com/fts/services/support>

Fujitsu green policy innovation

Fujitsu Green Policy Innovation is our worldwide project for reducing burdens on the environment. Using our global know-how, we aim to resolve issues of environmental energy efficiency through IT. Please find further information at:
www.fujitsu.com/global/about/environment/



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2013-03-13 CEMEA&I EN

* (each call 14 ct/min.; the prices for calls made from mobile devices are limited to 42 ct/min.)

FACT SHEET

EXHIBIT D

FUJITSU AMERICA LIFEBOOK® STANDARD INTERNATIONAL LIMITED WARRANTY NOTEBOOKS, MINI-NOTEBOOKS AND TABLET PCS

Fujitsu America, Inc. (FAI) is proud to announce our new LIFEBOOK Standard International Limited Warranty program for our notebooks, mini-notebooks, and Tablet PCs.

WARRANTY COVERAGE:

Warranty coverage commences from the date you purchased the Product. Please retain your sales or delivery receipt along with the warranty information. FAI warrants the Product against defects in material or workmanship under normal use for the applicable warranty period (“Warranty Period”), beginning from the date of original purchase by original Purchaser. If the Product becomes defective during the Warranty Period, FAI will, at its option and without charge, repair the Product with new or reconditioned components or parts, or replace the Product with a new or reconditioned Product of the same or functionally equivalent model. All shipping costs in regards to shipping the unit to the FAI repair depot and return shipping to the customer will be the responsibility of FAI. The FAI responsibility begins with receipt of the unit at the FAI Depot.

HOW IS THE REPAIR/REPLACEMENT HANDLED?

If an incident occurs, the customer should call the Fujitsu America technical support line (800-8FUJITSU) to report the problem. Select the appropriate option that applies to the product you need serviced. Fujitsu technicians will ask a series of questions designed to determine the extent of damage or failure. Depending on the system type, the cause and extent of the damage, and other service options that have been purchased, Fujitsu will then initiate the appropriate repair service. Once your RMA number has been provided to you, the Fujitsu technician will then provide instructions for returning your Product to our repair depot. There are two options that will be provided to the customer. The first is called the Easy Return Solution in conjunction with Federal Express. The FAI technician will provide the customer with a FedEx RMA number which is the same as the FAI RMA number with FEX in front of it. They will then provide to the customer the closest FedEx Office or FedEx location for the customer to drop off their boxed unit. The second option is for FAI to create a FedEx return label and email to the customer who can then box their unit and either call FedEx for a pickup or drop off at the nearest FedEx location.



LIMITATIONS:

This warranty statement for the Product and the Software is in lieu of all conditions or warranties express, implied or statutory including but not limited to any implied conditions or warranties of merchantability or fitness for a particular purpose on the part of Fujitsu America, Inc., its suppliers or its Authorized Service Providers. All implied or statutory warranties to the extent that they cannot be excluded are limited to the effective period of the express warranty set forth herein.

Fujitsu warrants that the hardware product, purchased from Fujitsu or from an authorized Fujitsu reseller by the original purchaser, is free from defects in materials and workmanship under normal use. If the product is defective in materials or workmanship, your sole and exclusive remedy shall be repair or replacement as provided above. However if the remedy fails of its essential purpose, FAI reserves the right to refund the purchase price of the product to the purchaser in exchange for the return of the product.

FAI, its suppliers, and its Authorized Service Providers shall not be liable for any damages including, but not limited to, direct, indirect, incidental or consequential damages, loss of use or data, loss of profits or interruption of business, whether such alleged damages are based in warranty, tort (including negligence and strict liability, but excluding personal injury), contract, or indemnity, except to the extent prohibited by law.

This is the exclusive written limited warranty of the original purchaser. This Fujitsu America, Inc. warranty program is valid only for products purchased in North, Central, and South America. Damage caused by the use of any writing tool or other instrument not specifically designed for use with the product.

ABOUT FUJITSU AMERICA

Fujitsu America, Inc. is a leading ICT solutions provider for organizations in the U.S., Canada and the Caribbean. Fujitsu enables clients to meet their business objectives through integrated offerings including consulting, systems integration, managed services and outsourcing for enterprise applications, data center and field services operations, based on server, software, storage and mobile technologies.

Fujitsu provides industry-oriented solutions for manufacturing, retail, healthcare, government, education, financial services and communications sectors.

For more information, please visit: <http://solutions.us.fujitsu.com/>

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FACT SHEET

FUJITSU AMERICA LIFEBOOK® ONSITE PLAN NOTEBOOKS, MINI-NOTEBOOKS, AND TABLET PCS

This program was designed specifically for the on-the-go mobile professional. The LIFEBOOK Onsite Plan provides onsite non-physical damage related warranty repairs, as early as Next Business Day within the continental United States. The LIFEBOOK Onsite Plan also includes our LIFEBOOK Standard International Limited Warranty Program.

HOW IS THE REPAIR/REPLACEMENT HANDLED?

If an incident occurs, the customer should call the Fujitsu America technical support line to report the problem (800-8FUJITSU). Select Option 1 (Laptop) and then Option 3 (LIFEBOOK Onsite Customer) when prompted. Fujitsu technicians will ask a series of questions designed to determine the cause of failure. Depending on the system type and the cause of failure, Fujitsu will initiate the appropriate repair activity. Maintenance is provided Monday – Friday, excluding observed holidays. For calls received after 3:00 PM CST, the service technician may require an additional business day to arrive at the customer's location. The actual time of service is dependent upon parts delivery to the customer for the customer's local area. Once the part is received, the technician will contact the customer directly to schedule a specific time that is convenient to deliver the service.

LIMITATIONS:

This program has some limitations.

- An adult over the age of 18 must be present during service.
- If additional issues are discovered during the onsite repair process, it may require an additional service trip in order to complete the repair.
- The specified site for the repair must be accessible by a Fujitsu Technician. If the site is not accessible, the unit will need to be returned to the Fujitsu America, Inc. (FAI) repair depot for repair.
- The machine cannot have physical damage associated with it. If there is any physical damage, the machine must be returned to the FAI repair depot for analysis and repair and will not be repaired onsite. Examples of physical damage include:
 - Broken parts
 - Cracked plastics
 - Cosmetic damage



- Fujitsu Technical Support will work directly with the end-user to determine exactly what is wrong with the machine.
 - If a clear understanding of the cause of failure is reached – pending part availability –, parts will be dispatched along with a technician for an onsite repair.
 - If a clear understanding of the cause of failure cannot be reached, or if it is apparent that there is damage to the unit, Fujitsu Technical Support will provide an RMA for the machine to be sent to the Fujitsu Repair Depot. FAI will pay the freight charges both ways for a LIFEBOOK Onsite customer under these circumstances.
 - If, after an onsite repair has been attempted, and there was no resolution to the problem, Fujitsu reserves the right to request that the failed machine be sent to the FAI repair depot for repair. This will minimize the downtime for the customer as well as ensuring that the machine is promptly repaired. FAI will pay the freight charges both ways for a LIFEBOOK Onsite customer under these circumstances.

WHO CAN PURCHASE THIS SERVICE PLAN?

LIFEBOOK Onsite is available at the point of sale of the product. The coverage may be extended, for a fee, prior to the expiration of the initial coverage as long as a corresponding warranty program is purchased. Initial coverage is sold for periods of 1 and 3 years only. Renewals are available at yearly increments.

ABOUT FUJITSU AMERICA

Fujitsu America, Inc. is a leading ICT solutions provider for organizations in the U.S., Canada and the Caribbean. Fujitsu enables clients to meet their business objectives through integrated offerings including consulting, systems integration, managed services and outsourcing for enterprise applications, data center and field services operations, based on server, software, storage and mobile technologies.

Fujitsu provides industry-oriented solutions for manufacturing, retail, healthcare, government, education, financial services and communications sectors.

For more information, please visit: <http://solutions.us.fujitsu.com/>

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Exhibit D

Fujitsu Warranty Terms for Mobile Products and Desktops

- [Desktops](#)
- [Mobile Products](#)

Notebooks, Mini-Notebooks, Tablet PCs

How to Obtain Warranty Service

Contact [Fujitsu Service and Support](#) should your Product become defective during the Warranty Period.

Postage, insurance and shipping costs incurred in returning your product to Fujitsu America, Inc. Depot location, or Fujitsu Canada, Inc. Central Repair Depot (Fujitsu America, Inc. and Fujitsu Canada, Inc. are each referred to as "Fujitsu" herein.), and its return to you are covered by Fujitsu. Postage, insurance and shipping costs incurred in returning your product to Authorized Solution Provider ("ASP") for warranty service are your responsibility. Fujitsu and its ASPs are not responsible for any loss or damage to the product until it is received by Fujitsu or its ASP or for any accessories or missing parts. A product returned for warranty service must be shipped complete (except for any manuals and software bundled with the product) in its original packing material or equivalent so as not to be damaged while in transit. Fujitsu warranty obligations only arise upon receipt of the defective product at its designated warranty service center.

Warranty Periods

Fujitsu America, Inc. Mobile Computing Products	Warranty Period ^{4, 5}
Fujitsu LIFEBOOK® Products²	
LIFEBOOK A, B, E, N, P, Q, S, T and V Series	1 or 3 Years
LIFEBOOK C, L, M, U Series and P2000 Series	1 year
Fujitsu STYLISTIC® Products²	
STYLISTIC Q550 Tablet PC	1 Year
STYLISTIC ST6000 Tablet PC	1 or 3 Years
STYLISTIC ST5000/ST5000D Tablet PC	1 or 3 Years
STYLISTIC ST4000 Tablet PC	1 or 3 Years
STYLISTIC ST4000P Tablet PC	3 Years
Additional Products	
All batteries, regardless of Model/Series ⁶	1 year
All accessories purchased at any time. These include, but are not limited to: All external CD-ROM drives, CD-RW drives, DVD/CD-RW combo drives, DVD drives, memory modules, floppy disk drives, docking stations, port replicators, AC adapters, auto-airline adapters, and battery chargers. ³	1 year
Refurbished computers - regardless of Model/Series, including batteries and accessories purchased with computer.	90 days
Accessories - Multi-Inline Battery Charger modules, Charge Only Cradle	

Cases, handstraps, pen tethers and screen protectors, color lids, and other consumables	30 days
---	---------

THIS INTERNATIONAL LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE.

¹ At the time of purchase you may select a 1 or 3 year International Limited Warranty.

² The internal modems on Fujitsu America, Inc. mobile computers are only qualified for use with telephone systems in selected countries, including the United States and Canada.

³ Some accessories sold separately are covered by their respective manufacturer's warranty and are not warranted by Fujitsu America, Inc.

⁴ Effective August 15, 2002.

⁵ Beginning on date of purchase.

⁶ For batteries, note that a rechargeable battery is a consumable item and after a period of normal use or over time, the battery's ability to hold an electrical charge will be diminished. A battery that has reduced capacity or has failed because it has been consumed via normal use or over time is not covered under warranty. The battery is only warranted during the Warranty Period for failure due to defects in materials and workmanship.

Registration

Registering your system with Fujitsu America, Inc. only takes a few minutes and will provide you with:

- Product updates on your LIFEBOOK or STYLISTIC
- Information on accessories to enhance your ownership experience

You may register your LIFEBOOK or STYLISTIC in one of three easy ways:

1. Online through the Fujitsu America, Inc. [Product Registration Site](#)
2. Electronically through the Fujitsu Welcome Center Icon on your desktop (not included on Refurbished products)
3. Call Fujitsu at: 1-800-8FUJITSU (1-800-838-5487)

Fujitsu International Help Desk Contacts

Please see the INTERNATIONAL section of the [Fujitsu Service and Support Contact Page](#).

International Limited Warranty Terms and Conditions

End-User Product International Limited Warranty

This end-user international limited warranty ("Warranty") is extended by Fujitsu America, Inc. to the original purchaser ("Purchaser") of the Fujitsu America, Inc. product ("Product") accompanied by this Warranty and is not transferable.

What is Covered

Fujitsu America, Inc. warrants the Product against defects in material or workmanship under normal use for the applicable warranty period listed below ("Warranty Period"), beginning from the date of original purchase by Purchaser. If the Product becomes defective during the Warranty Period, Fujitsu America, Inc. will, at its option and without charge, repair the Product with new or reconditioned components or parts, or replace the Product with a reconditioned product of the same or functionally equivalent model.

What This Warranty Does Not Cover

This Warranty does not cover and shall be void for defects or damages resulting from casualty, accident, transportation, misuse or abuse, neglect, alterations, service or repair by other than

Fujitsu America, Inc. or its ASPs, improper installation, operation or maintenance, improper connections with peripherals, or other causes not arising out of defects in materials or workmanship. This Warranty does not cover Products used as short term rental equipment. Fujitsu America, Inc. and its Solution Providers are not responsible for damage to or loss of any programs, data, or removable storage media, whether it occurs during warranty or other repair service.

Warranty Service Return to Depot

Fujitsu America, Inc. offers Purchaser a Return to Depot service for the applicable Warranty Period which includes repair of all defects in materials and workmanship (i.e., labor and parts therefore); provided that the fault has occurred under the normal operation of the Products detailed in the User's Guide. Parts removed from a Product during Warranty Service will become the property of Fujitsu America, Inc.. Fujitsu America, Inc. spare parts used during Warranty Service assume the remaining warranty coverage of the Product they are used on or the 90 day replacement part warranty, whichever is longer. The Product shall be considered as repaired when it fulfills tests performed according to the original Product specifications.

Preinstalled or Bundled Software

Fujitsu America, Inc. and its suppliers make no warranty or representation, either express, implied or statutory, with respect to software provided with the Product and licensed to Purchaser, its quality, performance, merchantability, or fitness for a particular purpose. Nor does Fujitsu America, Inc. warrant that the functions contained in the software will be uninterrupted or error free. The software is provided "AS IS", except if expressly warranted by the licensor in the applicable software license agreement, and is subject to the terms and conditions of the software license agreement contained in or accompanying the software. In no event will Fujitsu America, Inc., its ASPs, dealers, distributors or other resellers be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the software or its documentation, even if advised of the possibility of such damages.

Data Storage Media

The only effective protection for data stored in a computer, such as on a hard drive, is the regular backing up of that data by you, the Purchaser. ASPs shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to Fujitsu America, Inc. or its ASPs for warranty service or other repair including the costs of recovering such programs or data. If during the warranty service or repair of the Product the contents of the hard drive or any other data storage media are altered, deleted, modified or lost, Fujitsu America, Inc. and its ASPs are not responsible. It is solely your responsibility as the Purchaser to back up any software programs, data, or information stored on any storage media or any part of a Product returned for warranty service or repair to Fujitsu America, Inc. or its ASPs.

Warranty Disclaimer and Limitations

THIS WARRANTY STATEMENT FOR THE PRODUCT AND THE SOFTWARE IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF FUJITSU AMERICA INC., ITS SUPPLIERS OR ITS AUTHORIZED SOLUTIONS PROVIDERS. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. FUJITSU WARRANTS THAT THE HARDWARE PRODUCT, PURCHASED FROM FUJITSU AMERICA INC. OR FROM AN AUTHORIZED FUJITSU RESELLER BY THE ORIGINAL PURCHASER, IS FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE, FUJITSU AMERICA, INC. RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT TO

THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE PRODUCT. FUJITSU AMERICA, INC., ITS SUPPLIERS AND ITS AUTHORIZED SOLUTION PROVIDERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY OF THE ORIGINAL PURCHASER. FUJITSU AMERICA, INC. WARRANTY PROGRAM IS VALID ONLY FOR PRODUCT(S) PURCHASED IN NORTH, CENTRAL AND SOUTH AMERICA.

State Law Rights

SOME STATES IN THE U.S. OR PROVINCES IN CANADA DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

Options and Limitations

Service Programs

Every Fujitsu America, Inc. notebook or Tablet PC computer is covered by a limited warranty designed to meet user-specific service and support. For added convenience and investment protection the following programs are available:

Service Program Options

Extended Warranty [7, 8, 12](#)

The Standard International Limited Warranty is the base warranty program included with the unit. The standard warranty covers defects in materials and workmanship for a period of one year or three years from the date of unit purchase, depending on the configuration. If the unit becomes defective during the warranty period, Fujitsu will repair or replace it. If the unit needs to be sent out for repair, Fujitsu pays shipping to and from the Fujitsu depot. By purchasing the Extended Warranty, the customer can extend coverage up to five years total on select configurations.

Onsite Plan [7, 8](#)

Onsite Plan coverage provides next business day onsite non-physical damage related warranty repairs within the contiguous U.S., plus most parts of Alaska and Hawaii and most Canadian population centers. If in the event an onsite repair has been attempted and there was no resolution, Fujitsu reserves the right to request that the failed machine be sent to the Fujitsu Repair Depot for repair. This minimizes the downtime for the customer and ensures that the machine is promptly repaired. Fujitsu will pay for shipping to and from the Fujitsu depot. The Standard International Limited Warranty is also included in this program. Customer can extend coverage up to five years total on select configurations.

Accidental Damage Protection Program [7, 8, 10, 13](#)

The Accidental Damage Protection (ADP) program covers damage caused by unintentional mishap. One incident per major part is covered per year. "Major parts" include such components as the screen (LCD), DVD/CD ROM drive, hard disk drive, memory, CPU, and Motherboard. Non-major parts are also covered and are not subject to the one incident per year restriction. If the unit needs to be sent out for repair, Fujitsu pays shipping to and from the Fujitsu depot. The Standard International Limited Warranty is also included in this program. Customer can extend coverage up to five years total on select configurations. (Available only in U.S. and Canada.)

Accidental Damage Protection Program for STYLISTIC Models [7, 14, 15](#)

The Accidental Damage Protection program covers unintentional, accidental damage during the warranty period. The program includes a onetime per year repair. Subsequent repairs will be subject to the Fujitsu Flat Rate Fee for repair. If the unit needs to be sent out for repair, Fujitsu pays shipping to and from the Fujitsu depot. The Standard International Limited Warranty is also included in this program. Coverage is three years total on select configurations. (Available only in U.S. and Canada.)

Onsite plus ADP [7, 8, 10, 13](#)

The Onsite plus ADP plan includes all of the features of the Onsite plan as well as the Accidental Damage Protection program. Customer can extend coverage up to five years total on select configurations.

Onsite plus ADP for STYLISTIC Models [7, 14, 15](#)

The Onsite plus ADP for STYLISTIC plan includes all of the features of the Onsite plan as well as the Accidental Damage Protection Program for STYLISTIC Models. Customer can extend coverage up to five years total on select configurations.

Screen Damage Protection Plan [7, 9, 11](#)

The screen is covered under the Standard International Limited Warranty against any defects in materials and workmanship. However, if the computer screen is accidentally cracked or damaged it must be replaced at the customer's expense. Screens are not repairable and must be replaced. The replacement cost can approach the total cost of the unit. Customers may purchase additional coverage under the Screen Damage Protection Plan which allows the customer to have damaged screens replaced up to two times during a one-year period. If the unit needs to be sent out for repair, Fujitsu pays shipping to and from the Fujitsu depot. The Screen Damage Protection Plan is only available in the U.S. and Canada. Customer can extend coverage up to three years total.

Onsite with Screen Damage Protection Plan [7, 9, 11](#)

The Onsite with Screen Damage Protection Plan includes all of the features of the Onsite plan as well as the Screen Damage Protection Plan. Customer can extend coverage up to three years total.

⁷ Subject to International Limited Warranty terms and conditions.

⁸ For mini-notebook products, customer can extend coverage up to 3 years total.

⁹ Not available on mini-notebook products.

¹⁰ Available only for corporate customers, who purchase notebooks, mini-notebooks and tablet PCs mainly for use in a business environment and have a minimum order quantity of fifty units (for U.S. orders only) or minimum order quantity of five units (for Canada orders only).

¹¹ Available only for end-user customers, who purchase notebooks and tablet PCs mainly for personal use.

¹² Term of warranty options varies for STYLISTIC models.

¹³ Not available for STYLISTIC models.

¹⁴ Available only for STYLISTIC models.

¹⁵ Available only for corporate customers, who purchase STYLISTIC models mainly for use in a business environment and have a minimum order quantity of fifty units (for U.S. orders only) or minimum order quantity of five units (for Canada orders only).

Desktops

How to Obtain Warranty Service

If an incident occurs, you should call the Fujitsu technical support line to report the problem (800-8FUJITSU). Select Option 1 (Desktop) and then Option 2 (Desktop Onsite Customer) when prompted. The Fujitsu technical support team will ask a series of questions designed to determine the cause of failure. Depending on the system type, and the cause of failure, Fujitsu will initiate the appropriate repair activity. Technical support is provided Monday through Friday (7AM – 7PM Central Time), excluding observed holidays. For calls received after 3:00 PM Central Time the service technician may require an additional business day to arrive at your location. The actual time of service is dependent upon parts delivery to you for your local area. Once the part is received, the technician will contact you directly to schedule a specific time that is convenient to deliver the service.

Warranty Periods (Beginning from date of purchase)

Fujitsu ESPRIMO Desktop PC	Warranty Period
ESPRIMO PC Itself (Hardware only)	3 years
Keyboard and Mouse included in the original computer's box	3 years
All Accessories (not included in the original computer's box) purchased at any time	***

*** Some accessories sold separately are covered by their respective manufacturer's warranty and are not warranted by Fujitsu.

Registration

To take advantage of all the benefits that come with your desktop, register by calling 1-800-8FUJITSU. Please have available the information below before registering.

Name	Email address
Company/Title (if applicable)	Purchase date
Address	Place purchased (Store, City, State, Province, or Territory)
Home phone number	Product serial number
Work phone number (if applicable)	Model number

Fujitsu International Help Desk Contacts

International Help Desks Service, turnaround time, and parts availability depends on the country and product.

Fujitsu North America Help Desk Service & Support Phone: (U.S.A. and Canada) 1-800-8Fujitsu 24 hours a day, 7 days a week Fujitsu Canada Web Site	Europe, Middle East and Africa (If your product was purchased outside of EMEA and you are in EMEA): Fujitsu Technology Solutions Phone: +49 89 356 480 226
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	Email: mutual.repair@ts.fujitsu.com Business Hours: 9:00 AM – 5:00 PM (GMT) Monday – Friday
Japan: Fujitsu Ltd Information Service Help Desk Phone: +81 3 5462 9825 Toll Free within Japan: 0120-89-2745 Business Hours: 9:00 AM – 5:00 PM (JST) Monday – Saturday	

Desktop Onsite Warranty Terms and Conditions

This desktop onsite warranty terms and conditions contain information about the warranty, services and maintenance applicable to your purchase of a desktop computer (the “Product”). You are referred to herein as “You” or “Purchaser.”

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, AND/ OR TERRITORY TO TERRITORY.

What is Covered

Fujitsu warrants to You, as the original purchaser, that the Product, purchased from Fujitsu or from an authorized Fujitsu reseller is free from defects in materials and workmanship under normal use for the warranty period set forth above (the “Warranty Period”). If the Product becomes defective during the Warranty Period, Fujitsu will, at its option and without charge to You, repair the Product with new or reconditioned components or parts, or replace the Product with a new or reconditioned product which is the same as or functionally equivalent to the Product (collectively “Warranty Service”). However, if that remedy fails of its essential purpose, Fujitsu reserves the right at its sole option to refund the purchase price of the product to You in exchange for the return of the product.

Warranty coverage commences on the date You purchase the Product. Retain your sales or delivery receipt along with the warranty information.

Any parts removed from a Product during Warranty Service will become the property of Fujitsu. Fujitsu spare parts used during Warranty Service assume the remaining warranty coverage of the Product they are used on or the 90 day replacement part warranty, whichever is longer.

Product shall be considered as repaired when it fulfills tests performed according to original Product specifications.

What This Warranty Does Not Cover

Exclusions to the Fujitsu Warranty

The following conditions are not covered by the Warranty hereunder:

- Defects caused by the operation of the Product outside the usage parameters stated in User’s Guide.
- Malfunctions caused by misuse or abuse, by improper installation, operation or maintenance, by improper connections or peripherals, by use of non-Fujitsu spare parts, by service modifications or repairs performed by a person not authorized by Fujitsu, or by other conditions not arising from defects in materials or workmanship in the Product.
- Malfunction or failure caused by accidental or intentional damage.
- Defects resulting from normal wear and tear.

- Diskettes, tapes, CDs, DVDs, or other parts of a consumable nature.
- Any transfer of ownership. Warranty is provided only to You, the original Purchaser.

Warranty Service Procedures

Desktop Onsite Service

Fujitsu provides onsite Warranty Service for the applicable Warranty Period which includes next business day onsite warranty repair of Products at your address registered with Fujitsu.

Restrictions: An adult 18 years or older must be present during service. A telephone diagnostics session is required to determine if an onsite dispatch is necessary. If an on-site dispatch is not necessary, as determined by Fujitsu, or deemed not suited to return a unit located in the field to proper working condition, the unit must be returned to the Fujitsu Repair Depot as set forth below.

Return to Depot Service

If in the event an onsite Warranty Service has been attempted and there was no resolution, or if Fujitsu determines that onsite repair is impractical for any reason, Fujitsu reserves the right to request that the failed machine be sent to the Fujitsu Repair Depot for Warranty Service. Fujitsu will pay for shipping to and from the Fujitsu depot.

Preinstalled or Bundled Software

Exclusion of Software; Exceptions

Fujitsu and its subsidiaries, affiliates, suppliers, solutions providers, and resellers disclaim all warranties, conditions and representations, whether express, implied or statutory, with respect to software and documentation provided with the Product and licensed to You, including but not limited to its quality, performance, merchantability, merchantable quality, or fitness for a particular purpose. Fujitsu and its subsidiaries, affiliates, suppliers, service providers, and resellers do not warrant that the functions contained in the software will be uninterrupted or error free.

The software and documentation are provided "AS IS," except and solely to the extent expressly warranted by the licensor in the applicable software license agreement, and are subject to the terms and conditions of the software license agreement contained in or accompanying the software. In no event will Fujitsu, its subsidiaries, affiliates, suppliers, service providers, or resellers be liable for indirect, special, incidental, or consequential damages resulting from any defect in the software or documentation however caused, even if advised of the possibility of such damages. Support of software, if desired by You, will be provided as a fee-based program. For further information regarding this optional program, go to our [Web Site](#) and click on the link for Desktop and Workstation Support.

Data Storage Media

The only effective protection for the data stored in a computer, such as on a hard disk, is for You to regularly back up that data. Fujitsu and its subsidiaries, affiliates, suppliers, service providers, and resellers shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to Fujitsu or its solutions providers for Warranty Service or other repair, including but not limited to the costs of recovering such programs, data, or other information. It is solely your responsibility as the Purchaser to back up any software programs, data, or information stored on any storage media or any part of a Product returned for Warranty Service or repair to Fujitsu or its service providers.

Warranty Disclaimer and Limitations

THE WARRANTIES STATED HEREIN ARE IN LIEU OF ALL CONDITIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF FUJITSU AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, SOLUTION PROVIDERS, AND RESELLERS. ALL IMPLIED OR STATUTORY CONDITIONS AND WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED AS SET FORTH HEREIN. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, FUJITSU AND ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS, SOLUTION PROVIDERS, AND RESELLERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS, OR INTERRUPTION OF BUSINESS, REGARDLESS OF WHETHER SUCH ALLEGED DAMAGES ARE BASED ON THE WARRANTY HEREUNDER, TORT, OR CONTRACT (EVEN IN THE NATURE OF BREACH OF FUNDAMENTAL TERM). EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THIS IS THE EXCLUSIVE WRITTEN INTERNATIONAL LIMITED WARRANTY OF THE ORIGINAL PURCHASER. SOME STATES, PROVINCES, OR TERRITORIES DO NOT ALLOW EXCLUSIONS OR LIMITATIONS OF IMPLIED WARRANTIES OR CONDITIONS INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. FUJITSU'S WARRANTY PROGRAM IS VALID ONLY FOR PRODUCTS PURCHASED IN NORTH AMERICA. THIS LIMITED WARRANTY DOES NOT COVER ANY PRODUCT (A) THAT HAS BEEN THE SUBJECT OF ACCIDENT, MISUSE, NEGLIGENCE, OR ABUSE; (B) THAT HAS BEEN THE SUBJECT OF IMPROPER INSTALLATION, USE OR HANDLING; (C) THAT HAS BEEN REPAIRED, MODIFIED, OR ALTERED BY SOMEONE OTHER THAN FUJITSU OR AN FUJITSU AUTHORIZED SERVICE PROVIDER, OR (D) THAT HAS BEEN EXPOSED TO OPERATING OR ENVIRONMENTAL CONDITIONS IN EXCESS OF FUJITSU'S WRITTEN SPECIFICATIONS OR RECOMMENDATIONS. THIS LIMITED WARRANTY DOES NOT COVER SCRATCHES OR ABRASIONS TO THE PRODUCT'S SCREEN OR DISPLAY, INCLUDING DAMAGE CAUSED BY THE USE OF ANY WRITING TOOL OR OTHER INSTRUMENT NOT SPECIFICALLY DESIGNED FOR USE WITH THE PRODUCT.

State & Provincial Law Rights

SOME STATES IN THE U.S. OR PROVINCES IN CANADA DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

Service Programs

Your Fujitsu computer is covered under the Warranty herein solely for the Warranty Period specified above. However, if you prefer to extend the coverage, you may extend the service plan for an additional one or two years. To extend the service plan, call 1-800-8FUJITSU (1-800-838-5487).

Exhibit D

Fujitsu America End of Service Life (EOSL) Policy

Fujitsu America offers service and support on products for a **minimum** of five (5) years after the manufacturer's last ship date for products used or sold for commercial or governmental use (i.e., a use other than for personal, family, household, or home office use) based upon model and/or machine type.

In all cases (hardware and software), service and support is per contracted service level or, if there is no contract, on a commercially reasonable, best effort basis for products approaching their EOSL.

EOSL Definitions

- **Software Product**
Any binary software programs listed in the Fujitsu America published standard price lists (ii) any updates/upgrades, and (iii) any related manuals or other documentation.
- **Hardware Product**
Hardware systems (including components) listed in the Fujitsu America published standard price lists.
- **Product**
The software product or hardware product.
- **End of Life (EOL)**
Fujitsu America determines that the software product or hardware product will no longer be licensed or sold.
- **End of Version (EOV)**
Fujitsu America no longer licenses a specific version of a software product but continues to license new versions of the software product for sale.
- **End of Service Life (EOSL) Date**
The date on which Fujitsu America ceases to provide service and support for a hardware or software product under a support contract or on a time and materials basis.

End of Service Life (EOSL) Support for Fujitsu Hardware Products

Fujitsu America will provide service and support for a minimum of five (5) years after the manufacturer's last ship date for hardware products based upon model and machine type unless otherwise noted.

Updates to End of Service Life (EOSL) Support for Fujitsu Hardware Products will be posted generally three to six months in advance of the EOSL date.

Sustaining Support

During the contracted period, Fujitsu will provide Sustaining Support for EOSL equipment. Sustaining Support provides extension of basic maintenance support beyond the manufacturer's End of Service Life. During this period, firmware patches, updates, software and OS support may no longer be available and are not included. Parts replacement and break/fix services are performed on a commercially reasonable basis per contracted service level based on parts availability.

For more information or specific questions regarding the Fujitsu America EOSL policies, please contact your local Fujitsu America Service Delivery Manager.

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:

Bernard Robinson

Organization:

Networking Technologies and Support, Inc.

Date:

3-18-2014

**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

- Fujitsu
 - PC/All-In-One
 - Laptop
 - Rugged Laptop
 - Rugged Tablet Windows
 - Windows Tablet
 - Server

- Peripherals