



**Commonwealth of Virginia
Virginia Information Technologies Agency**

CISCO SYSTEMS COMPLEX SERVICES

Optional Use Contract

Date: January 21, 2011

Contract #: VA-060217-DISY

Authorized User: State Agencies and Other Public Bodies

Contractor: DISYS Solutions Inc.
4151 Lafayette Center Drive
Suite 600
Chantilly, VA 20151

FIN: 27-2586114

Contact Person: Vijay Soni, Director of Sales
Phone: 888-286-3896
Or 703-802-0050
Fax: 703-802-0798
Email: vasales@disys.com

Contract Price List: Exhibit C

Term: February 16, 2011 - May 15, 2011

Payment: Net 30 days

For Additional Information, Please Contact:

Contract Information:

Jimmy MacKenzie
Strategic Sourcing Consultant
Phone: 804-416-6247
E-Mail: james.mackenzie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.
For updates, please visit our Website at <http://www.vita.virginia.gov/procurement/contracts.cfm>



COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency

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

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

TDD VOICE -TEL. NO.
711

January 21, 2011

Mr. Vijay Soni
DISYS Solutions Inc.
4151 Lafayette Center Dr
Chantilly, VA 20151

Re: Contract VA-060217-DISY between the Commonwealth of Virginia and
DISYS Solutions Inc.
Notice of Contract Term Extension

Mr. Soni:

In accordance with Section 3.A, Contract Term, of Contract VA-060217-DISY, the Commonwealth is exercising its right to extend the above-referenced contract for a three (3) month period or until May 15, 2011. This letter should serve as the Commonwealth's official notice to DISYS Solutions Inc. of its intent to extend the term of the contract for a three (3) month period.

Please do not hesitate to contact me if you need any additional information concerning this one-year contract extension.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jimmy MacKenzie".

Jimmy MacKenzie
Strategic Sourcing Consultant
Supply Chain Management

**MODIFICATION #2
TO
CONTRACT NUMBER VA-060217-DISY
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DISYS SOLUTIONS, INC**

This MODIFICATION #2 is an agreement amongst the Commonwealth of Virginia, through the Virginia Information Technologies Agency, hereinafter referred to as "VITA" or "Commonwealth", Digital Intelligence Systems Corp., hereinafter referred to as "DISYS", and DISYS Solutions Inc., hereinafter referred to as "DSI", relating to Contract VA-060217-DISY as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of Modification #2 is to document the parties' agreement to assignment of the Contract from DISYS to DSI, as provided in Section 15.H, "Assignment" of the Contract. On June 11, 2010, DISYS separated its State, Local and Education division (SLED) from its Consulting division. The SLED division will now operate under a new company, DSI.

DSI agrees to be bound by the terms and conditions set forth in the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-060217-DISY. Contract VA-060217-DISY cannot be modified, except by a writing signed by a duly authorized representative of both parties.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-060217-DISY REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION 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.

DIGITAL INTELLIGENCE SYSTEMS CORP (DISYS)

BY: 
NAME: MARUF AHMED
TITLE: PRESIDENT
DATE: 7/7/10

DISYS SOLUTIONS INC. (DSI)

BY: 
NAME: Atul Bhatia
TITLE: CEO
DATE: 07/07/10

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Jimmy MacKenzie
TITLE: Strategic Sourcing Specialist
DATE: 07/08/10



COMMONWEALTH of VIRGINIA

George Coulter
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO.
711

January 4, 2010

Mr. Steve Isert
Contract and Proposal Specialist
Attention: Contracts Department
Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Dr., Suite 600
Chantilly, VA 20151

RE: Contract VA-060217-DISY, between the Virginia Information Technologies Agency (VITA) and Digital Intelligence Systems Corp. (DISYS)

Notice of Contract Term Extension

Dear Mr. Isert,

Pursuant to Section 3 (TERM AND TERMINATION) of Contract VA-060217-DISY, VITA is exercising its right to extend the above-referenced contract for an additional one (1) year through February 15, 2011. This letter should serve as VITA's official notice to DISYS of its intent to extend the contract for one (1) additional year.

Please do not hesitate to contact me if you need any additional information concerning this contract extension.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads 'Doug Crenshaw'.

Doug Crenshaw
Strategic Sourcing Manager

cc: Vijay Soni, Director of Sales (via e-mail)



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO.
711

February 12, 2009

Mr. Steve Isert
Contract and Proposal Specialist
Attention: Contracts Department
Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Dr., Suite 600
Chantilly, VA 20151

RE: Contract VA-060217-DISY, between the Virginia Information Technologies Agency (VITA) and Digital Intelligence Systems Corp. (DISYS)

Notice of Contract Term Extension

Dear Mr. Isert,

Pursuant to Section 3 (TERM AND TERMINATION) of Contract VA-060217-DISY, VITA is exercising its right to extend the above-referenced contract for an additional one (1) year through February 15, 2010. This letter should serve as VITA's official notice to DISYS of its intent to extend the contract for one (1) additional year.

Please do not hesitate to contact me if you need any additional information concerning this contract extension.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads 'Doug Leslie'.

Doug Leslie
Strategic Sourcing Consultant

cc: Vijay Soni, Director of Sales (via e-mail)

**MODIFICATION #1
TO
CONTRACT NUMBER VA-060217-DISY
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
DIGITAL INTELLIGENCE SYSTEMS CORP.**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency) and Digital Intelligence Systems Corp., hereinafter referred to as "Contractor."

Reference Contract VA-060217-DISY, Section 3 entitled "TERM AND TERMINATION:"

Both Commonwealth and Contractor do hereby agree to replace the language in the second sentence of the first paragraph of the above reference of the Contract as follows, effective as of February 13, 2008:

Delete: "Subject to the mutual written agreement of both Parties, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period."

Insert: "Should VITA elect, this Contract may be extended for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period."

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.

DIGITAL INTELLIGENCE SYSTEMS CORP.

COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Vinu Luthra

NAME: Doug Leslie

TITLE: Chief Operating Officer

TITLE: Strategic Sourcing Consultant

DATE: 02/21/08

DATE: 2/26/08



COMMONWEALTH of VIRGINIA

Lemuel C. Stewart, Jr.
Chief Information Officer
Email: cio@vita.virginia.gov

Virginia Information Technologies Agency

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

TDD VOICE -TEL. NO.
711

February 13, 2008

Mr. Steve Isert
Contract and Proposal Specialist
Attention: Contracts Department
Digital Intelligence Systems Corp. (DISYS)
4151 Lafayette Center Dr., Suite 600
Chantilly, VA 20151

RE: Contract VA-060217-DISY, between the Virginia Information Technologies Agency (VITA) and Digital Intelligence Systems Corp. (DISYS)

Notice of Contract Term Extension

Dear Mr. Isert,

Pursuant to Section 3 (TERM AND TERMINATION) of Contract VA-060217-DISY, VITA is exercising its right to extend the above-referenced contract for an additional one (1) year through February 15, 2009. This letter should serve as VITA's official notice to DISYS of its intent to extend the contract for one (1) additional year.

Please do not hesitate to contact me if you need any additional information concerning this contract extension.

Thank you.

Sincerely,

A handwritten signature in blue ink that reads "Doug Leslie".

Doug Leslie
Strategic Sourcing Consultant

cc: Vijay Soni, Director of Sales (via e-mail)



COMMONWEALTH *of* VIRGINIA

August 8, 2006

Virginia Information Technologies Agency
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219

Disys Corporation
Contracts Administrator
bids@disys.com
4151 Lafayette Center Drive
Suite 600
Chantilly, VA 20151

Re: Contract # VA-060217-DISY Notice of Assignment

Dear Contracts Administrator,

As you may be aware, in November 2005, the Commonwealth of Virginia and Northrop Grumman Information Technology, Inc. formed a partnership to modernize the state's information technology infrastructure. Under the Comprehensive Infrastructure Agreement arising from this partnership, Northrop Grumman will be providing the Commonwealth with the equipment and services necessary to build and operate IT infrastructure effective July 1, 2006. You may have already been contacted by Northrop Grumman to establish a contract for future goods and services.

In conjunction with those efforts, Northrop Grumman will be managing the Commonwealth's Executive Branch agencies' (agency listing attached) service/maintenance needs covered by your contract and, therefore, your assistance is requested. The Commonwealth hereby requests your consent to assign to Northrop Grumman any services/maintenance previously purchased under this contract, effective July 1, 2006, including all rights, interest and obligations with the above contract or such unexpired warranty services from the Purchase Orders ("P.O.") attached for the sole purpose of having Northrop Grumman and its contractors provide the Commonwealth with the services set forth in the Comprehensive Infrastructure Agreement.

Attached please find P.O.'s that are currently active from the Commonwealth. Please review and confirm that these are accurate and that there are no others outstanding at this time. If no P.O.'s are attached, please confirm that the Commonwealth has NO active P.O.'s for the above contract number that would be affected by this partnership.

Any future maintenance/service orders placed by Northrop Grumman should be invoiced directly to Northrop Grumman. Please send invoices to the address listed on the Northrop Grumman Purchase Order.

If this assignment meets with your approval, please have this letter executed as provided below and return to me either by fax at 804-371-5969 or by PDF attachment via email.

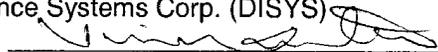
Should you have any questions regarding this notice, please do not hesitate to contact me. Your cooperation in support of the Commonwealth's new partnership is greatly appreciated.

Sincerely,

Tammy Trexler
Tammy.Trexler@vita.virginia.gov
Supply Chain Management
VITA

Acknowledge and agree to the above assignment:

Digital Intelligence Systems Corp. (DISYS)

By (Signature): 

Name: Vinu Luthra

Title: Chief Operating Officer

Date: 08/11/06

Cc: George Vrtiak

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SERVICES CONTRACT

THIS SERVICES CONTRACT (“Contract”) is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012, and Digital Intelligence Systems Corp. (DISYS) (“Supplier”) to be effective as of February 16, 2006 (“Effective Date”). VITA and Supplier are referred to herein individually as “Party” and collectively as the “Parties.” Under this Contract, Supplier shall provide Cisco Systems Services and other Services as offered in the Supplier’s response (“Alternate Proposal”) to VITA RFP 2006-03 and identified in Exhibit C.

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful performance of the Services at the designated location (Receipt), or completed Acceptance testing in conformance with the Requirements as determined by Authorized User in the applicable order or Statement of Work.

B. Agent

Any third party independent agent of any Authorized User.

C. 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.

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 the other Party in connection with or as a result of discussions related to this Contract, 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. Deliverable

Means the tangible embodiment of the Services performed or provided by Supplier.

F. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Service described in the applicable documentation, Supplier’s Proposal and such other parameters, characteristics, or performance standards for the product that may be agreed upon in writing by the Parties.

G. Service

Any work performed or service provided, including any Deliverable described in the applicable SOW, by Supplier under this Contract for an Authorized User.

H. Statement of Work (SOW)

A Statement of Work means any document in substantially the form of Exhibit B to this Contract which, upon signing by both Parties, shall be deemed a part of this Contract, and which describes the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which Supplier shall be providing Services.

I. Supplier

Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier who is assigned by Supplier to perform Services under this Contract.

J. Supplier's Proposal

Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A that describes the Services to be performed by Supplier.

K. VITA

Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

L. Warranty Period

One year from Acceptance of the Deliverable.

M. Work Product

The discovery, creation or development of inventions, combinations, machines, methods, formula, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product").

3. TERM AND TERMINATION

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. Subject to the mutual written agreement of both Parties, this Contract may be extended 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, 30 days prior to the expiration of any current term.

VITA shall have the unilateral right to terminate this Contract or any Statement of Work issued hereunder, for default. Supplier shall be deemed in default in the event that any one or more of the following events occur or continue during the term defined above:

- i). Supplier fails to perform the Services required by this Contract or any Statement of Work issued hereunder by the specified delivery date,
- ii). Supplier repeatedly fails to respond to requests for maintenance or other services within the time limits set forth in the Contract or any order or Statement of Work issued hereunder, or
- iii). Supplier is in breach of any of the other terms set forth within this Contract or the Maintenance Agreement.

If VITA deems the Supplier to be in default, VITA shall issue a "Show Cause Notice" identifying the failure and providing Supplier ten (10) days to cure the failure/nonperformance. If Supplier fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate for default this Contract, Maintenance Agreement, or any order or Statement of Work issued hereunder. In such event, the Authorized User shall only be liable for cost incurred prior to the date of termination for default. All costs of de-installation and return of the equipment shall be at Supplier's expense. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution section.

VITA's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate for default, rescind or revoke this Contract, the Maintenance Agreement, or any order or Statement of Work issued hereunder in the event of any subsequent breach of any provisions of such agreements.

VITA may terminate for convenience this Contract, in whole or in part, upon not less than forty-five (45) days prior written notice at any time for any reason. Supplier shall submit any contractual dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination for convenience, VITA shall have no future liability except for Services rendered by Supplier prior to the termination date.

4. SERVICES

A. Nature of Services and Engagement

Supplier is an independent contractor engaged to perform certain Services, including but not limited to consulting, installation and/or support activities on behalf of an Authorized User as set forth in any Statement of Work. Both Parties acknowledge that this Contract is non-exclusive, in that any Authorized User may utilize the services of others, and Supplier may provide services to others so long as those services do not breach the terms of this Contract.

Supplier warrants that it is an authorized reseller of the Product and any associated warranty or maintenance services. Supplier's contractual obligations with the original equipment manufacturer(s) are between Supplier and such manufacturer(s), and there is no privity of contract between such manufacturer(s) and any Authorized User. Supplier is responsible for ensuring compliance of Product covered by such manufacturer(s)' warranty or maintenance agreement with such warranty or agreement.

B. Statement of Work (SOW)

All Services shall be performed at the times, locations and rates set forth in the applicable SOW. Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by VITA upon forty eight (48) hours advance written notice. Any total dollar amounts or not-to-exceed limitations appearing in an SOW shall be considered reasonably accurate estimates. All changes in the scope of Service must be described in a written modification to the applicable SOW, which includes an appropriate adjustment to the price, delivery dates or both. Either Party may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. Any authorized Services beyond the scope of an SOW shall be performed at the hourly rates set forth in the SOW, unless otherwise agreed by the Parties.

C. Acceptance Criteria

Service(s) shall be accepted when the Authorized User determines that they meet the Requirements or written criteria set forth in the SOW. Such Authorized User agrees to commence Acceptance testing within a reasonable time period after receipt of the Service or within such other time period mutually agreed upon by the Parties. 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 will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

D. Cure Period

Supplier shall correct the non-conformities identified hereunder and shall thereafter re-submit such previously non-conforming Service for re-testing within seven (7) days of the appropriate Authorized User's notice of non-conformance, or as otherwise agreed between Authorized User and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, Authorized User may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Notwithstanding the foregoing, VITA and Authorized Users shall be entitled to pursue any other remedies that are available to them under this Contract.

E. Training and Documentation

Any training or documentation necessary for an Authorized User to have full benefit of the Service shall be deemed included in the scope of the SOW unless expressly excluded.

5. LICENSE GRANT

If and to the extent that any pre-existing rights are embodied or reflected in the Service deliverables, Supplier hereby grants to the appropriate Authorized User an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display,

perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing.

6. RIGHTS TO WORK PRODUCT (IF DELIVERABLES ARE ASSOCIATED WITH THE SERVICES)

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result Work Product. The Parties agree to document all Work Product specifications and make such specifications an incorporated Exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to VITA any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term of this Contract, which in any way relates to the business of VITA. Supplier further agrees that neither Supplier or Supplier's employees, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. All Services performed hereunder shall include delivery of all source and object code and all executables and documentation. Supplier agrees that VITA shall have a copy of the most recent source code at all times.

B. Ownership

Supplier agrees that, whether or not the Services are considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of VITA and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, Supplier agrees that VITA shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby transfers, grants, conveys, assigns and relinquishes exclusively to VITA any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Supplier further agrees as to the Work Product to assist VITA in every reasonable way to obtain and, from time to time, enforce patents, copyrights, trade secrets and other rights and protection relating to Work Product, and to that end, Supplier and its employees shall execute all documents for use in applying for and obtaining such patents, copyrights, trade secrets and other rights and protection with respect to such Work Product, as VITA may reasonably request, together with any assignments thereof to VITA or persons designated by it. Supplier's and its employees' obligations to assist VITA in obtaining and enforcing such rights shall continue beyond the termination of this Contract.

7. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

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

B. Supplier Personnel Supervision

Supplier and VITA acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

8. REPRESENTATIONS AND WARRANTY OF SUPPLIER

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

A. Ownership

Supplier has the right to provide the Services, including Deliverables, without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Performance

- i). All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in its profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, computer programs, software, Deliverables and Services furnished under this Contract;
- ii). If the Services are pursuant to a particular Request for Proposal, such Services and Deliverables shall be fit for the particular purposes specified by an Authorized User and Supplier is possessed of superior knowledge with respect to the Services and is aware that such Authorized User is relying on Supplier's skill and judgment in providing the Services;
- iii). The Services shall meet or exceed the Requirements;
- iv). The Services shall be performed in a professional manner;
- v). Supplier warrants that the documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand fully the software or other Deliverables without reference to any other materials or information.

C. Limited Warranty Period and Remedy

During the Warranty Period, Supplier warrants that the Deliverables do not contain any material errors and shall conform to the Requirements. Supplier shall correct all errors at no additional cost to any Authorized User. If Supplier is unable to make the Deliverable conform, in all material aspects, within five (5) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept return of any Deliverables, and return all monies paid by such Authorized User for the non-conforming Deliverable and any other related Deliverable rendered unusable.

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

9. ORDERS AND COMPENSATION

A. Order

Supplier is required to accept any order placed through the eVA electronic procurement website portal (<http://www.eva.state.va.us>). eVA is the Commonwealth of Virginia's total electronic procurement solution. 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 order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed \$5,000, or the then-current charge card limit.
- iii). 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 Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

B. Purchase Price and Price Protection

Exhibit C sets forth the prices by Service type and the appropriate Commonwealth discounts. Percentage discounts offered to the Commonwealth shall not decrease for the duration of this Contract. However, should the Commonwealth impose additional fees on Supplier, VITA and Supplier may negotiate corresponding reductions to the percentage discounts. Should the original equipment manufacturer change its percentage discount to Supplier, VITA and Supplier may negotiate a corresponding change to the index price to which the Commonwealth's percentage discount is applied.

Prices for Services set forth at a flat rate (i.e. no percentage discount) shall not increase for a period of not less than two (2) years from the effective date of this Contract. Thereafter, any increase in price for such Services shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category "Information technology, hardware and services" as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/>), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any such change in price shall be submitted to the VITA Contract Administrator in writing in accordance with the above and shall not become effective for sixty (60) days thereafter.

Semi-annually the prices for Product Products and Services set forth at a flat rate (i.e. no percentage discount) shall be checked against 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.

All price quotes provided by Supplier to Authorized Users shall be valid for a minimum of 30 days.

C. Invoice and Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, any order or Statement of Work, 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.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract or appropriate Statement of Work, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Services have been performed. Charges submitted more than ninety (90) days after performance of services may not be paid. Should Provider 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.

If there are any disputed items, the appropriate 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 such Authorized User, provide such Authorized User with documentation to support the charge. All payment terms are due 30 days after Acceptance.

D. Invoice Procedures

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Services have been accepted. No invoice shall include any costs other than those identified in Exhibit C or the executed order or Statement of Work referencing this Contract. 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 or Statement of Work referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

- i). Service type and description
- ii). Quantity, charge and extended pricing for each Service item

- iii). Applicable order date or Statement of Work date
- iv). This Contract number and the applicable order number
- v). Supplier's federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY CITY OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

E. Acceptance

Defined in the SOW

F. Reimbursement of Expenses

The appropriate Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

G. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". Upon Contract award, Supplier shall be provided a template showing the format in which the report is to be submitted. The report shall be submitted via electronic mail to the VITA IFA Coordinator and the VITA Controller (contact information to be provided upon award), and shall report all invoices submitted by Supplier pursuant to the Contract to all Authorized Users during the preceding month. The report shall also show a cumulative record of all invoices submitted to all Authorized Users pursuant to the Contract.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days of submitting the "Supplier Monthly Report of Sales". The IFA payment shall be submitted in the form of a check or electronic funds disbursement made payable to the Treasurer of Virginia. The IFA payment is equal to two percent (2%) of total sales under this Contract during the relevant month, as determined by the amount invoiced to Authorized Users. The IFA payment shall reference this Contract number, "report amounts", and "report period".

Supplier shall remit IFA payments made via check to VITA, Attention VITA Controller. Supplier shall also provide a copy of the IFA payment to the VITA IFA Coordinator via email or fax. Failure to comply with reporting and payment requirements of this section may result in default of Contract.

H. Universal Service Fund

Supplier agrees to make available all Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the 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.

10. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA 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 arrangements with another customer of Supplier or with an Authorized User to provide Services under more favorable prices, as the prices may be indicated on Supplier's current US and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

11. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the 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 a non-disclosure Contract 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). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

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

12. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold harmless any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, 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 Authorized User'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 or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished

in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

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 Software 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 Software or Services, or any component thereof; or (b) replace or modify such infringing Software 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 Software or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. 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 Software 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.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

13. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the relevant Authorized User's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by such Authorized User and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold such Authorized User, its 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 such Authorized User, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

14. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the Parties 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 VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

15. GENERAL PROVISIONS**A. Relationship Between VITA and Supplier**

Supplier has no authority to contract for VITA or in any way to bind, to commit VITA to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no 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 VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_05-06sw.pdf.

C. 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.

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

In the event of any breach by VITA, 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.

E. Advertising and Use of Proprietary Marks

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

F. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

G. No Waiver

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

H. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. 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 the Parties 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.

I. Captions

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

J. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties 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.

K. Survival

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

L. Force Majeure

Neither 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.

M. Remedies

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

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

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

O. 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 defined in Exhibit A. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

P. 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 Supplier's Proposal

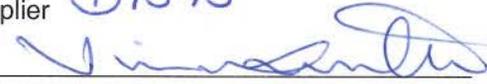
Exhibit B SOW

Exhibit C Service Fees

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. 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: the Contract, any Statements of Work issued hereunder, Exhibit C Service Fees, Exhibit A, Supplier's Proposal.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier DISYS
 By: 
 (Signature)
 Name: Vinu Luthra
 (Print)
 Title, Its: Chief Operating Officer
 Date: 2/16/06
 Address for Notice:
4151 Lafayette Ctr. Dr.
Suite 600
Chantilly, VA 20151
 Attention: Contracts Dept.

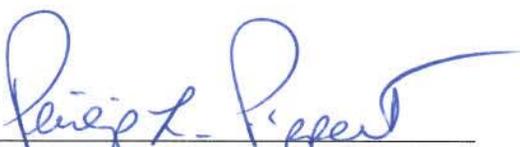
VITA
 By: 
 (Signature)
 Name: PHILIP L. PIPPERT
 (Print)
 Title, Its: ASSOCIATE DIRECTOR, SCM
 Date: 2/16/06
 Address for Notice:
VITA - SCM
110 S. 7TH ST., STE. 135
RICHMOND, VA 23219
 Attention: Contract Administrator

EXHIBIT B - STATEMENT OF WORK

A. Task Name

1. Project Scope and Key Assumptions

2. Roles and Responsibilities of Supplier and Authorized User

Detail Supplier responsibilities

Detail Authorized User's responsibilities

3. Work Location

All work is to be performed at the Authorized User's/Supplier's location(s) unless otherwise indicated.

4. Knowledge Transfer

As part of this Deliverable, Supplier shall make reasonable effort to allow Authorized User's employees working with Supplier on this Deliverable, to observe and learn the following documented items, steps or procedures:

5. Hours to Complete / Duration / Due Date

____ hours / ____ weeks / _____, 200__

6. Acceptance Criteria

All Deliverables of a nature suitable for testing shall be subject to Acceptance (by Authorized User) under the following procedures:

- 1) Testing of Deliverables. For Deliverable commissioned under an SOW, a reasonable period for testing and error correction shall be considered a normal part of the development process. Supplier shall provide reasonable on-site assistance in testing of Deliverables. Following delivery / installation, Authorized User shall have ____ business days (Test Period) to conduct reasonable testing of the Deliverable to determine whether it performs substantially in accordance with the SOW. Authorized User shall provide reasonable access to its premises, proper environmental and site conditions, any required test data in proper format and the cooperation of its staff and any other contractors to assist Supplier during installation and testing of the Deliverable. On-site testing shall be conducted according to a written test plan approved by Supplier. Authorized User shall provide Supplier timely sign-offs as each function on the test plan is demonstrated.
- 2) Correction of Defects. If no material variances from the test plan are identified in writing during the Test Period, the Service shall be deemed accepted by Authorized User. If material defects are identified during the Test Period, Authorized User shall provide a written punchlist identifying the particular specification at issue and provide detailed reasons why the tested feature does not meet the specification. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Service. Supplier shall have a reasonable opportunity to correct, replace or provide functional workarounds for all punchlist items or to commence corrective action reasonably acceptable to Authorized User and proceed with reasonable diligence to completion.
- 3) Acceptance of Services. A Service shall be deemed accepted if Authorized User does not notify Supplier of any material defects during the Test Period or, if Authorized User makes beneficial use of the Service, it shall conclusively be deemed accepted and any outstanding punchlist items shall be covered to the extent provided under the Warranty section of this Service Addendum.

7. Installation

TBD

8. Deliverable Value, Holdbacks and Payment Milestone

The amount due upon completion of this Deliverable is \$ _____. Supplier shall invoice Authorized User upon Acceptance in accordance with the Contract.

9. Point of Contact

For the duration of this project, the following project managers shall serve as the point 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

By: _____

By: _____

(Signature)

(Signature)

Name: _____

Name: _____

(Print)

(Print)

Title, Its: _____

Title, Its: _____

Date: _____

Date: _____

**Contract Number VA-060217-DISY
Networking Services
Exhibit C, Service Fees**

Supplier Name: Digital Intelligence Systems Corp. ("DISYS")

**All Cisco Systems Services
(This refers to all services in the Cisco catalog.)**

Index Price List Source DISYS Online Store Guest User Price at www.disys.com/online *
Delivery Terms F.O.B. Destination
Standard Delivery Lead Time 10 business days ARO

Product Category	Delivery Lead Time (in days ARO)	Government Discount	Education Discount
Installation Services	3-45	4.00%	4.00%
Training	3-45	4.00%	4.00%
Maintenance	3-45	5.00%	25.00%

* The index prices to which the discounts shall be applied shall not exceed the following limits for each product category, except as provided in the Contract, section *Purchase Price and Price Protection* :

Installation Services 40% to 50% off Cisco List Price
 Training 0% to 25% off Cisco List Price
 Maintenance 10% - 12% off Cisco List Price

Contract Number VA-060217-DISY

Networking Services

Exhibit C, Service Fees

Supplier Name: Digital Intelligence Systems Corp. ("DISYS")

Pricing for Other Services Related To Networking Equipment Products and Services

Other Services Fees

Note: The price indicated in the price list is a "not-to-exceed" price. Pricing shall not exceed the price indicated in the price list.

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TECH- 1	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, simple installation of commercial IT products, PC's, printers and scanners Education: Minimum of A+ Certification Experience: Minimum 1-year of general experience Duties: Simple installation of Commercial IT products, PC's, printers and scanners; Supports a TECH 2 or higher as required. Performs other duties as assigned.	Hourly Fee	\$50.00	\$50.00
Services	PS-TECH-2	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, installing or repairing PC's, printers and parts such as modems, CD ROMs, floppy drives, etc. Education: Minimum of A+ Certification and at least 1 certificate of a hardware manufacturer's training and authorization for PC's Experience: Minimum 3-years of general experience Duties: Repair of or Installation of PC's, printers and parts such as modems, CD ROMs, floppy drives, etc.; Supports a TECH 3 or higher as required. Performs other duties as assigned	Hourly Fee	\$60.00	\$60.00

VA-060217-DISY, EXHIBIT C - SERVICE FEES

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TECH- 3	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, installing or repairing PC's, printers and parts such as modems, CD ROMs, floppy drives, etc. as well as installation of standard operating systems, low level debug of standard operating system problems. Education: Minimum of A+ Certification and at least 1 certificate of an operating system manufacturer's training and authorization. Experience: Minimum 3-years of general experience. Duties: Installation or repair of PC's, printers and parts such as modems, CD ROMs, floppy drives, etc.; Installation of standard operating systems; Low level debug of standard operating system problems; Supports a TECH 4 as required. Performs other duties as assigned.	Hourly Fee	\$70.00	\$70.00
Services	PS-TECH- 4	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, low level debug of server operating systems problems, and installation or repair of server components on PC's and servers. Education: Minimum of A+ Certification and at least 1 certificate of a manufacturer's training and authorization for Operating Systems, Servers and PCs, MCP or CNA Experience: Minimum 5-years of general experience Duties: Installation of standard operating systems; Installation of server operating systems; Low level debug of standard and server operating system problems; Perform hardware repair of servers and PCs; Supports a System Engineer as required. Performs other duties as assigned.	Hourly Fee	\$90.00	\$90.00
Services	PS-ENGR-1	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to add clients, debug client connection problems and set client profiles. Education: Minimum of MCP, CNA, CCNA, or CCDA Experience: Minimum 3-years of general experience Duties: Add clients; Debug client connection problems; Design, install, support, and operate a wireless LAN solution; Configure WLAN products including access points, bridges, client devices and accessories; Perform a site survey covering WLAN; Set client profiles; Support a Network Engineer 2 or higher as required. Performs other duties as required	Hourly Fee	\$90.00	\$90.00

VA-060217-DISY, EXHIBIT C - SERVICE FEES

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-ENGR- 2	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain non-enterprise networks. Has cross platform experience and possesses a good knowledge of networking.</p> <p>Education: Minimum of MCSE, CNE, CCNP, or CCDP</p> <p>Experience: Minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking</p> <p>Duties: Consult with customers, design, implement, debug and maintain non-enterprise networks; Design, install, support, and operate a wireless LAN solution; Configure WLAN products including access points, bridges, client devices and accessories; Perform a site survey covering WLAN; Supports a Networking Engineer 3 or higher as required. Performs other duties as assigned</p>	Hourly Fee	\$130.00	\$130.00
Services	PS-ENGR- 3	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain low-level enterprise networks. Has cross platform experience and possesses a good knowledge of networking. May have training in one or more specialized aspect of networking.</p> <p>Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star. Is trained and certified by a manufacture operating system - MCSE or CNE. May have training in one or more specialized aspect of networking.</p> <p>Experience: Minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking.</p> <p>Duties: minimum 5-years of general experience, cross platform experience and possesses a good knowledge of networking; Supports a Networking Engineer 4 or higher as required. Performs other duties as assigned.</p>	Hourly Fee	\$160.00	\$160.00

VA-060217-DISY, EXHIBIT C - SERVICE FEES

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-ENGR-4	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, being able to consult with customers, design, implement, debug and maintain high-level enterprise networks. Has cross platform experience and possesses a thorough knowledge of networking and internetworking. Has training in one or more specialized aspect of networking.</p> <p>Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star or is trained and certified by a manufacturer operating system - MCSE, CNE, CCSP, CCIP, or CCIE. Has training in one or more specialized aspect of networking</p> <p>Experience: Minimum 5-years of cross platform experience and possesses a thorough knowledge of networking. May have project management experience</p> <p>Duties: Consult with customers, design, implement, debug and maintain high-level enterprise networks; Scale IP addresses with advanced Network Address translation, manage network performance using queuing and compression, configure PPP, PAP, C</p>	Hourly Fee	\$200.00	\$200.00
Services	PS-ENGR-5	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, consults with customers, designs, implements, debugs and maintains high-level enterprise networks, has cross platform experience and possesses a thorough knowledge of networking and internetworking; has specialization in Networking Storage, VPN or Security.</p> <p>Education: Is trained and certified by a manufacture of hardware - Compaq ASE, IBM PSE or HP Star or is trained and certified by a manufacture operating system - MCSE, CNE, CCSP, CCIP, or CCIE. Has training in one or more specialized aspect of networking</p> <p>Experience: Minimum 5-years of cross platform experience and possesses a thorough knowledge of networking. May have project management experience</p> <p>Duties: Implement complete security solutions, secure network access using Cisco IOS Software and Cisco PIX and Adaptive Security Appliance (ASA) Firewall Technologies, operate and monitor Cisco IOS Software and Intrusion Prevention Systems (IPS) technologies to prevent, understand, and respond to intrusion attempts.</p>	Hourly Fee	\$230.00	\$230.00

VA-060217-DISY, EXHIBIT C - SERVICE FEES

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TELE- 1	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration. Incumbent has experience in implementation, support, and problem resolution within telecommunications systems, networks, and/or converged voice/data systems and networks.</p> <p>Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; certification in at least one network-based telecommunications system; and certification in at least one network infrastructure technology and/or operating system.</p> <p>Experience: Minimum two years' experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support; and one year voice/data or data-only network design, implementation, and support. Must have two years experience in telecommunications a</p> <p>Duties: Provides implementation and support for telecommunications systems, voice/da</p>	Hourly Fee	\$140.00	\$140.00
Services	PS-TELE- 2	<p>(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, multiple aspects of telecommunications or voice/data (converged) systems and networks. Incumbent is also specialized at least two of the following technology areas: voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration.</p> <p>Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; CCVP, CCSP, or CCIP</p> <p>Experience: Minimum four years' telecommunications and/or voice/data experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support, and one-year voice/data or data-only network design, implementation, and support.</p> <p>Duties: Designs and provides implementation and support for telecommunications systems, voice/data (converged) systems and networks; Consults with customers regard</p>	Hourly Fee	\$200.00	\$200.00

VA-060217-DISY, EXHIBIT C - SERVICE FEES

Product Category	Product Number	Product Description	Pricing Description	Government Price	Academic Price
Services	PS-TELE-3	(Product Design, De-Install/Re-Install, Maintenance Support, Training during normal business hours - 8AM to 5PM Monday through Friday excluding holidays) will be responsible for, but is not limited to, multiple aspects of telecommunications or voice/data (converged) systems and networks. Incumbent is also specialized at least two of the following technology areas: voice/data switching/routing infrastructures, voice/data transport technologies, voice systems architectures, and/or computer telephony integration. Incumbent has in-depth experience in implementation, support, and problem resolution within telecommunications systems, networks, and/or converged voice/data systems and networks and is capable of supervising teams of Telecommunications Engineers, specialization in IP Communications. Education: Bachelor's degree or equivalent experience in telecommunications, information systems, or related engineering field; CCIE Experience: Minimum four years' telecommunications and/or voice/data experience including at least one year in telecommunications (key systems and PBX's) networks and systems design, implementation, and support, and one-year voice/data or data-only Duties: Designs and provides implementation and support for telecommunications systems	Hourly Fee	\$250.00	\$250.00
Services	After Hours Support	On-site maintenance service on a 24-hour per day, seven-day per week basis (including all holidays) outside the hours of 8-5 M-F with a one hour response time and critical repair time. Critical repair time shall be defined as equipment repair occurring within 4 hours after notification of the problem. Includes labor and parts.	ADD TO HOURLY RATE of NORMAL BUSINESS HOUR SERVICE	\$50.00	\$50.00
Services	Asset Tag Install - Delivery	Placement only prior to Shipment, documentation provided to Authorized User to include asset tag number and corresponding serial number	Per Unit	\$10.00	\$10.00
Services	Asset Tag Install - Onsite	Placement onsite and detailed documentation provided to Authorized User	Per Unit	\$25.00	\$25.00