EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

RECEIVED JUL 7 2009 11:07 By

1. EDS Number: A70-[illegible]0-8912	2. Date prepared: 7/2/2009

3. CONTRACTS & LEASES

___ Professional/Personal Services	___ Contract for procured Services
___ Grant	X Maintenance
___ Lease	X License Agreement
___ Attorney	___ Amendment# ___
___ MOU	___ Renewal # ___
___ QPA ___	___ Other ___

FISCAL INFORMATION

4. Account Number: 1000-10400.537800	5. Account Name: DEPARTMENT OF HEALTH
6. Total amount this action: $60,351.00	7. New contract total: 60,351.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year :

Year	2010	$60,351.00
Year		$
Year		$
Year		$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2009	12. To (month, day, year): 6/30/2010

13. Method of source selection:

X Bid/Quotation ___ Emergency ___ Negotiated X Special Procurement ___ RFP# ___ ___ Other *(specify)* ___

AGENCY INFORMATION

14. Name of agency: Department of Health	15. Requisition Number: 0000008912

16. Address: 2 N. Meridian Street, Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name: Roselyn Whisler	18. Telephone #: 317/233-7857

19. E-mail address: rwhisler@isdh.in.gov

COURIER INFORMATION

20. Name: Roselyn Whisler	21. Telephone #: 317-233-7857

22. E-mail address: rwhisler@isdh.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000053297

24. Name: EXECUTIVE INFORMATION SYSTEMS LLC	25. Telephone #: N/A

26. Address: 6901 ROCKLEDGE DRIVE SUITE 600, PO BOX 34076, BETHESDA, MD 20827-0076

27. E-mail address: N/A

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes ___ No

29. Primary Vendor: M/WBE Minority: ___ Yes X No Women: ___ Yes X No	30. If yes, list the %: Minority: ___ % Women: ___ %
31 Sub Vendor:M/WBE Minority: ___ Yes X No Women: ___ Yes X No	32. If yes, list the %: Minority: ___ % Women: ___ %
33. Is there Renewal Language in the document? ___ Yes X No	34. Is there a "Termination for Convenience" clause in the document? X Yes ___ No

35. Will the attached document involve data processing or telecommunications systems(s)? X Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
IC 5-22-7

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*
MAINTENANCE AND SUPPORT FOR SAS SOFTWARE.

38. Justification of vendor selection and determination of price reasonableness:
~~SELECTED VENDOR PROVIDED THE LOWEST QUOTE.~~ SOLE SOURCE PER ATTACHED LETTER

RECEIVED JUL 24 2009 OAG-ADVISORY

39. If this contract is submitted late, please explain why: *(Required if more than 30 days late.)*

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval MFC	43. Date Approved 7/22/09
44. Attorney General's Office approval SWG	45. Date Approved 7-24-09	46. Agency representative receiving from AG	47. Date Approved

40226-000

(Rev. 10/07)

ADDENDUM

This Addendum is entered into by and between Indiana State Dept of Health ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract") as they pertain to the renewal of Maintenance for the software identified on Contractors Open Market Quotation No. 1-6F8R9 ("Quotation"), attached hereto, ("Software") that is licensed by the State from Contractor, pursuant to the terms of the Form Contract. "Maintenance" means telephone or online technical support, new releases, updates and corrective code. Maintenance does not include any on-site activity. This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("Contract").

Contractor Name: Executive Information Systems LLC

Contractor Address:
6901 Rockledge Drive, Suite 600
Bethesda, MD 20817

Title of Form Contract:

Attached Form Contract consists of ~~14~~ 53 pages without terms on both sides.

Subject matter of attached Contactor's Form Contract: **Executive Information Systems, LLC GSA Contract GS-35F-0170K.**

This Contract shall be effective for a period of 12 months. It shall commence on July 1, 2009, and shall terminate on June 30, 2010.

Total consideration for term of the Contract is $60,351.00 ($).

1. Deleted Provisions

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

A. Any provision requiring the State of Indiana to provide insurance
B. Any provision requiring the State of Indiana to provide indemnity
C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
D. Any provision providing that suit be brought in any state other than Indiana
E. Any provision providing for resolution of contract disputes
F. Any provision requiring the State of Indiana to pay any taxes
G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
H. Any provision modifying the statute of limitations provided by Indiana statute.
I. Any provision relating to the time within which a claim must be made or suit brought.
J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in **IC 4-13-2-20**
K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, **IC 5-14-3-3.5**
L. Any provision giving the Form Contract precedence over this Addendum

No other clauses are deleted, unless specifically listed here _____.

The following terms and conditions are incorporated into and made a part of the Form Contract:

2. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books and records directly related to invoices generated under this Contract. Upon fifteen (15) days written notice, they shall make such materials available at their respective offices during normal business hours during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government subject to execution of a confidentiality statement. Copies thereof shall be furnished at no cost to the State if requested.

3. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent, provided that the State acknowledges that Contractor is a reseller of licenses of, and Maintenance with respect to the Software to be provided by SAS Institute, Inc. ("SAS") and as a result any and all of the Maintenance purchased by the State pursuant to this Contract may be performed by SAS without further notice to, or consent of, the State. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

4. Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

5. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

6. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

7. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and to the extent they do not conflict with federal law, all applicable state and local laws in the state where Maintenance is performed, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor

may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement, amendment, or contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. Deleted upon mutual agreement of the parties.

H. The Contractor hereby affirms that if it is an entity described in 1C Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

8. Condition of Payment

All Maintenance provided by the Contractor under this Contract must be performed in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations and, to the extent they do not conflict with federal law, all applicable state and local laws in the state where Maintenance is performed. The State shall not be required to pay for Maintenance performed in violation of and federal, state, or local statute, ordinance, rule or regulation and, to the extent they do not conflict with federal law, all applicable state and local laws in the state where Maintenance is performed. The State acknowledges that it may not be possible for SAS to solve all problems or correct all errors in the Software.

9. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor, if any, may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor, if any, for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

Deleted upon mutual agreement of the parties.

10. Debarment and Suspension

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely is solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

11. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination. Notwithstanding the foregoing or anything herein to the contrary, Contractor may terminate this Contract immediately in the event the State violates the intellectual property rights of Contractor or SAS.

12. Disputes

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. Except in instances where the basis for a dispute is the State's violation of the intellectual property rights of Contractor or SAS, the Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. Except in instances where the basis for a dispute is the State's violation of the intellectual property rights of Contractor or SAS, the parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

C. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

13. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of $25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

14.
Employment Option Deleted upon mutual agreement of the parties.

15. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all performance obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

16. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Notwithstanding anything to the contrary, the State agrees to pay Contractor fees for Maintenance performed up to the date of cancellation, which, in no event shall be earlier than receipt of such notice in accordance with Section 28, Notice to Parties.

17. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana, except for any suit based on (i) the State's violation of the intellectual property rights of Contractor or SAS, or (ii) non-payment of undisputed invoices.

18. Indemnification. Deleted upon mutual agreement of the parties.

19. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

20. Information Technology Enterprise Architecture Requirements

Any information technology related products or services purchased, used or maintained through this contract must be compatible with the principles and goals contained in the Electronic Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal rehabilitation Act of 1973 (29 U.S.C. 794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: http://www.access-board.gov/508htm.

21. Insurance Deleted upon mutual agreement of the parties.

22. Key Person(s) Deleted upon mutual agreement of the parties.

23. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations required by law, if any, governing Maintenance performed by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for Maintenance performed when the Contractor or its employees or

subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor agrees to notify State immediately thereof and the State, at its option, may immediately terminate this Contract.

24. Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

25. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

26. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE/WBE PHONE COMPANY NAME SCOPE OF PRODUCTS and/or SERVICES UTILIZATION DATE AMOUNT

Not Applicable

27. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

28. Notices to Parties

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised. Such notices shall be sent either via fax or the United States Postal Services or other courier service via a method that requires receipt be acknowledged by signature of the individual indentified below of their authorized designee:

Notice to the Agency shall be sent to:
Contact name & Title
Agency Name
Specific Address
FIN/TIN #

Notice to the Contractor shall be sent to:
Contact name & Title: **Attn: Office of the President**
Company Name: **Executive Information Systems**

Specific Address: **PO Box 34076, Bethesda MD 20827-0076**
FIN/TIN # 52-2198860
Fax: 301-581-2573

Payment to the Contractor shall be sent to:
As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

29. Ownership of Documents and Materials Deleted upon mutual agreement of the parties.

30. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Addendum, (2) Executive Information Services, Inc. GSA Contracts GS-35F-0170K. All attachments and all documents referred to in this paragraph are hereby incorporated fully by reference.

31. Payments.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

32. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

33. Progress Reports Deleted upon mutual agreement of the parties.

34. Renewal Option Deleted upon mutual agreement of the parties.

35. Security and Privacy of Health Information Deleted upon mutual agreement of the parties.

36. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

37. Substantial Performance Deleted upon mutual agreement of the parties

38. Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

39. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of Maintenance shall be effected by delivery to the Contractor of a Termination Notice as provided in Section 28, Notices to Parties, at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of

services under such termination becomes effective. The Contractor shall be compensated for Maintenance services rendered prior to the effective date of termination, which in any event shall not be earlier than the date such notice is received by Contractor. The State will not be liable for Maintenance services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

40. Termination for Default

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to**:

1. Correct or cure any breach of this contract; or
2. Deleted upon mutual agreement of the parties;
3. Deleted upon mutual agreement of the parties;
4. Perform any of the other provisions of this contract.

B. Deleted upon mutual agreement of the parties.

C. The State shall pay the contract price for Maintenance performed through the date of termination.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

41. Travel Deleted upon mutual agreement of the parties.

42. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

43. Work Standards Deleted upon mutual agreement of the parties.

44. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

#2 Access to Records
#3 Assignment
#6 Changes in Work
#7 Compliance With Laws A, D, G, H
#8 Condition of Payment
#9 Confidentiality of State Information
#11 Default by State
#12. Disputes (B)(1)
#14 Employment Option
#16 Funding Cancellation
#17 Governing Laws
#18 Indemnification
#20 Information Technology Enterprise Architecture Requirements
#21 Insurance
#22 Key Persons
#23 Licensing Standards
#26 Minority and Women's Business Enterprises Compliance
#28 Notice to Parties
#29 Ownership of Documents and Materials
#30 Order of Precedence
#33 Progress Reports
#34 Renewal Option
#35 Security and Privacy of Health Information
#37 Substantial Performance
#39 Termination for Convenience
#40 Termination for Default
#41 Travel
#43 Work Standards

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:
Signature:
Printed Name: CHRISTOPHER DELAUTER
Title: Account Manager
Date: 5-13-09

State of Indiana Agency:
Signature: Michael R. Kistler
Printed Name: MICHAEL R. KISTLER
Title: C.F.O.
Date: 5-21-09

Indiana Office of Technology

Gerry Weaver, Chief Information Officer
Date: 7/7/09

DEPARTMENT OF ADMINISTRATION

Mark A. Everson FOR
Mark W. Everson, Commissioner

Date: 7/17/2009

State Budget Agency

Michael F. Compton (for)
Christopher A Ruhl, Director
Date: 7/22/09

Office of the Attorney General

Susan Sh. Gard FOR
Gregory F. Zoeller, Attorney General

Date: 7-24-09

Lg100.40.VK007/12MAY09

Executive Information Systems, LLC
Open Market Quotation

Quote #:	1-6F8R9	**Open Market Contract #:**	OPEN MKT
Rev. #:	1	**Quote Effective From:**	3/26/2009
Renewal Start Date:	7/1/2009	**Quote Valid Through:**	4/25/2009
Renewal End Date:	6/30/2010	**Site Id:**	61089

Prepared For:

Name: Roselyn Whisler
Account: State of Indiana
Location: Department of Health

Email: rwhisler@isdh.state.in.us
Phone: (317) 233-7857
Fax: (317) 233-7477

Line	OEM Part #	Description	Qty.	Unit Price	Extended Price
1	PC-ENTPKG50M	50 PC Enterprise Pkg w/Access to Oracle, Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$21,525.00	$21,525.00
2	PC-ENTADDP50M	50 PC Enterprise Additional Products Access to ODBC. Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$3,900.00	$3,900.00
3	PC-ENTADDP50M	50 PC Enterprise Additional Products Access to PCFF. Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$3,900.00	$3,900.00
4	PC-ENTADP50M	50 PC Enterprise Appl Development Package, Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$7,654.00	$7,654.00
5	PC-ENTSP50M	50 PC Enterprise Statistical Package, Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$7,716.00	$7,716.00
6	PC-ENTANP50M	50 PC Enterprise Analytic Products ETS Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$4,100.00	$4,100.00
7	PC-ENTOLT50M	50 PC Enterprise Online Tutor, Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$3,900.00	$3,900.00
8	SAS-ESRI-50M	Bridge for ESRI- 50 Users, Annual Maintenance for site #61089. Period of 7/1/09 to 6/30/2010.	1	$7,656.00	$7,656.00

Executive Information Systems, LLC
Open Market Quotation

Sub-Total:	$60,351.00
Sales Tax (If Applicable):	$0.00
Total Quote Amount:	$60,351.00

*****Please reference quote number on your order.**

Point of Contact
Christopher DeLauter
Email: cdelauter@execinfosys.com
Phone: (301) 581-1085
Fax: (301) 581-2573
Toll Free: 877-EXECINFO

Ordering Address
Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Remittance Address
Executive Information Systems, LLC
Attn: Sales
6901 Rockledge Drive, Suite 600
P.O. Box 34076
Bethesda, MD 20827-0076

Contract #: OPEN MKT Expiration:
Type of Business: Corporation (Limited Liability Company)
Payment Terms: Net 30 Days
Federal Tax Id #: 52-2198860
Dun & Bradstreet #: 938289527

CAGE Code: 1NM64
FOB Point: Destination
Delivery: 1 - 30 days after receipt of order
Discounts: Prices are net. All discounts have been deducted.

NAICS Code: 443120 - Computer and Software Store; Business Size: Small Business
NAICS Code: 541519 - Other Computer Related Services; Business Size: Small Business (with exceptions)

The terms and conditions of GSA Schedule GS-35F-0170K held by Executive Information Systems, LLC apply to any license of SAS Institute Inc. software products and any purchase of SAS Institute Inc. services or support/maintenance, including any open market license or purchase. These terms and conditions can be found at www.execinfosys.com or are available upon request. Any additional or different terms and conditions received with, or incorporated by reference in, any customer purchase order or other customer purchase documentation are expressly rejected and inapplicable to any such license or purchase.

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Executive Information Systems, LLC

6901 Rockledge Drive, Suite 600
Bethesda, MD 20817
(301) 581-8594
FAX (301) 581-2573
www.execinfosys.com

Contract Number:
GS-35F-0170K

Period Covered by Contract:
December 21, 2004 through December 21, 2009

General Services Administration
Federal Supply Service

Pricelist current through Modification #PO0148, dated September 30, 2008.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at http://www.fss.gsa.gov/

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Application Software
- Core Financial Management Software

Microcomputers

- Application Software
- Core Financial Management Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D308	Millennium Conversion Services (Y2K)
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Automated News Services, Data Services, or Other Information Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is <u>not</u> to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

TABLE OF CONTENTS

INFORMATION FOR ORDERING OFFICES APPLICABLE TO ALL SPECIAL ITEM NUMBERS 4

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE 13

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50) 36

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51) 41

EXECUTIVE INFORMATION SYSTEMS, LLC'S INFORMATION TECHNOLGY LABOR CATEGORY DESCRIPTIONS 47

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 48

BLANKET PURCHASE AGREEMENT (BPA) 49

BPA FORMAT GUIDELINES 50

CONTRACTOR TEAM ARRANGEMENTS 52

EXECUTIVE INFORMATION SYSTEMS, LLC'S AUTHORIZED GSA PRICING 53

INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

   48 Contiguous States, the District of Columbia, Alaska, Hawaii and Puerto Rico

2. Contractor's Ordering Address and Payment Information:

   Executive Information Systems, LLC
   Attn: Sales
   6901 Rockledge Drive, Suite 600
   P.O. Box 34076
   Bethesda, MD 20817-0076

   Contractor's Payment Information:
   Executive Information Systems, LLC
   Attn: Accounting
   P.O. Box 34076
   Bethesda, MD 20827-0076

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(301) 581-8594

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 93-828-9527
Block 30: Type of Contractor - B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 52-2198860

4a. CAGE Code: 1NM64

4b. Contractor has registered with the Central Contractor Registration Database

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 Days
132-34	30 Days
132-50	30 Days
132-51	As negotiated betweeen the ordering agency and the contractor

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: Net 0% -30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: Discount already deducted.

c. Dollar Volume:

$200,000 to $349,000	1%
$350,000 to $499,000	2%
$500,000 to $749,000	3%
$750,000 and up	4%

Note: The dollar volume discounts apply on a per purchase order basis for software and/or software maintenance (SINs 132-33 and 132-34). The purchase order must include a single site for a server, mainframe or desktop package and cannot be used in combination with additional discounts/concessions from current GSA Schedule pricing.

d. Government Educational Institutions are offered the same discounts as all other Agency customers

e. Other: None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing:

10. Small Requirements: The minimum dollar value of orders to be issued is $100.

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-33 – Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software
Special Item Number 132-51 – Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:

Special Item Number 132-50 - Training Courses

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsize the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.

b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

(1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;

(2) Trade-in considerations;

(3) Probable life of the item selected as compared with that of a comparable item;

(4) Warranty considerations;

(5) Maintenance availability;

(6) Past performance; and

(7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

(1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;

(2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and

(3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

(1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);

(2) Offer the lowest price available under the contract; or

(3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity

requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2.1 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.fss.gsa.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under

the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

www.execinfosys.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. All SAS software will substantially conform to its then-current user documentation, provided the Government has paid and continues to pay the specified license fees. If the Software does not substantially conform, the Institute will choose to make it conform, replace it with conforming Software or refund the current license fee paid. This is the exclusive remedy for breach of this warranty.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

For SAS software, the Institute is not liable for (1) special, incidental, indirect, consequential, punitive, or reliance damages (arising on contract or tort), or (2) any claim against the customer by a third party. The Institute is not required to provide the product authorization code if Customer is in breach of this Agreement or if all amounts due under this Agreement are not paid and is not liable for damages caused by the resulting Software interruption. Customer is responsible for implementing procedures to verify accuracy of data input and output. The Institute's total liability for any claim relating to matters covered by the Agreement or use of the Software is limited to the license fees received from Customer for the Software product(s) at issue during the then-current license period.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (919) 677-8000 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday 9:00 AM to 6:00 PM EST exclusive of holidays.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following: Maintenance for SAS software includes technical support conducted over the telephone, in writing or electronically to help solve specific problems with installation or use of the Software, and updates, new releases, and fixes which the Institute makes available on supported operating systems to its general customer base for the version of the Software licensed. The first 12 months of the license for server or user based software includes maintenance at no additional charge. The first 12 months of the license for server or user based software (other than software identified as DataFlux software in the Product Description of the applicable software) includes maintenance at no additional charge.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the maintenance is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-33 AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user

agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

For SAS software, the license is for use only by those employees of the agency licensing the software and any short-term on-site contractors while doing work for such agency.

7. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. TERMS AND CONDITIONS APPLICABLE TO THE PURCHASE OF SAS INSTITUTE SOFTWARE

The terms and conditions of this Section, along with the applicable purchase order govern the license of software products ("Software") from SAS Institute Inc. (the "Institute"). The terms and conditions of this

Section supersede and replace any additional or conflicting terms and conditions in this Federal Supply Schedule or the purchase order issued to license the Software.

Each purchase order to this Agreement ("PO") identifies the specific government entity ("Customer") authorized to use the Software listed on that purchase order. Each PO is a separate agreement, which incorporates the terms of this Agreement.

a. License Grant

(1) The Software products and versions available under this Agreement are set forth in Price List. Upon receipt of an acceptable order, the Institute will provide to the Government entity placing the order the production release for the Software identified on the purchase order for the applicable operating system and hardware. For desktop and server based Software, the version of the Software will be specified.

(2) The desktop and server based Software provided under this Agreement will be authorized to operate for fifty (50) years. The utility contained in the Software that will authorize it to operate for fifty years is confidential and a trade secret of the Institute, which is not discernible or disclosed during authorized use, to which access is not authorized by anyone who receives or uses the Software under this Agreement.

(3) The mainframe software licensed under this Agreement is on an annual basis. The mainframe software may be renewed at the mutual agreement of the parties. The first license period will be for 12 months. The first renewal period will be from the expiration of the first period through the following September 30th. Thereafter, renewal periods will be from each October 1 through September 30

(4) The Software is licensed (1) on a per server basis for use with the supported operating system designated on the order; (2) for an unlimited number of users or on a user increment basis for a specified number of users, or (3) on a per mainframe basis for use with the supported operating system designated on the order. The order will specify if the Software is licensed on a per-server, user increment basis or per mainframe. If the Software is licensed on a per-server or per mainframe basis, each copy of Software must only be installed on individual CPUs. If the Software is licensed on a user-increment basis, the total number of individuals who access the Software during the license period must be counted and included in the user increment licensed

b. Indemnification

If a claim of copyright, patent, trade secret, or other intellectual property rights violation is made against Customer relating to the Software, Customer agrees to immediately notify the Institute, allow the Institute to control the litigation or settlement of such claim to the greatest extent allowed by law, and cooperate with the Institute in the investigation, defense, and/or settlement thereof. The Institute agrees to take control of the litigation and indemnify the Customer by paying any settlement approved by the Institute, or any judgment, costs, or attorneys' fees finally awarded against the Customer for such claim. Customer may participate at Customer's own expense. This indemnification obligation does not apply to the extent the claim is based on a combination of Institute Software with other software or a Customer modification to the Software if such claim would not have been made but for the combination or modification.

If such a claim is made or, in the Institute's opinion, is likely to be made, the Institute, at its option, may modify the Software, obtain rights for the Customer to continue using the Software, or terminate the license for the Software product at issue and refund the current license fee paid by Customer. Customer agrees to abide by the Institute's decision and, if appropriate, install a different version of the Software or stop using the Software.

c. Customer Responsibilities

(1) So the Customer can properly update and distribute information needed to keep the Software functioning properly and account for authorized hardware, the Customer will define in each order the hardware on which the Software is installed and the business addresses and points of contact of those locations.

(2) If the Customer believes the Software is being used in violation of this Agreement, Customer will promptly notify the Institute in writing and will cooperate in the Institute's investigation and resolution of the situation.

(3) The Customer will not permit anyone having access to the Software to:

a. Reverse assemble or decompile the Software; or

b. Mask, modify, or suppress any copyright notices or other proprietary rights notices, or fail to properly label any authorized copy; or

c. Time-share, rent, outsource, or otherwise use the Software except as specifically permitted in this Agreement.

d. Authorized Use

Subject exclusively to the terms of this Agreement, authorized use is restricted to Customer's employees and Customer's authorized short-term on-site contractors who receive the Software under the Federal Supply Schedule.

e. Licensing Provisions Specific to IT Service Vision™ or Enterprise Miner™ Software

(1) Customer is not authorized to use IT Service Vision or Enterprise Miner with third party data for the benefit of a third party unless the licensing documents are amended and additional fees paid. A third party is any government department, agency, contractor or any other third party that is not a part of the licensed government department, agency or contractor.

(2) The client component of IT Service Vision or Enterprise Miner is licensed on a Total User basis. "Total Users" is defined as the total number of individuals who access the client component during the license period.

f. Licensing Provisions Specific to SAS/TOOLKIT® Software.

(1) Customer may use SAS/TOOLKIT software to develop executable images, which may be distributed to third parties. No portion of SAS/TOOLKIT software shall be distributed by Customer to any third party except as linked into the executable image.

(2) Customer agrees that it will indemnify and hold the Institute harmless for all damages and for any liability incurred by the Institute arising from or related to use of Customer developed executable images, or any portion thereof, by Customer or any third party. The foregoing indemnification and hold harmless shall include but not be limited to damages and liability arising from any claim of violation of import or export regulations, or copyright, patent, trade secret, or other proprietary rights infringements.

g. Licensing Provisions Specific to SAS/IntrNet™ Software

(1) These terms also modify the license terms, which apply to the SAS software licensed on the same hardware for which the SAS/IntrNet software is licensed ("Application Server").

(2) Customer may allow Customer's employees ("Employees") and third parties ("End Users") to use SAS/IntrNet software to access and use applications written in SAS software ("Applications") which are resident on Customer's Application Server(s). Subject to the restrictions set forth below, such access may be from anywhere in the

world. Customer must configure its Applications such that End Users do not have access to program editing or to any other capability for free form programming in SAS software.

(3) Unless Customer receives prior written consent from the Institute, Customer may not allow Applications accessed through SAS/IntrNet software to access SAS software resident on other hardware unless that other hardware is also licensed for SAS/IntrNet software.

(4) Customer is responsible for and will hold the Institute harmless from any damages suffered by the Institute and any liability incurred by the Institute as a result of End User access to SAS software.

(5) Customer may not use SAS/IntrNet software in any outsourcing, facilities management or service bureau arrangement or any data or information technology management operation by or for third parties. The terms of this Section do not expand authorization to access SAS software except to the limited extent set forth in Section 2 above.

(6) Customer may not download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this agreement.

(7) If Customer chooses to use the "SAS Powered" Logo ("Logo"), the terms in this Section 7 apply. Should Customer choose not to use the Logo, the terms in this Section 7 do not apply.

a. The Logo may be used only in connection with applications written in SAS Programming Language.
b. The Logo may be used only on web pages, splash screens, packaging and marketing collateral ("Marketing Material") that refer to applications written in SAS Programming Language. If Customer's Marketing Material includes other applications or products, the Logo must be clearly associated only with the authorized applications.
c. The Logo may be used only in the official form provided by the Institute, and Customer must follow the Logo Guidelines, which are included with the SAS/IntrNet software media. Customer may not modify the Logo in any manner, including size, shape, proportions, color, etc.
d. Customer's Marketing Material which contains the Logo must include the following legend: "SAS, the SAS Powered logo and all other SAS Institute Inc. product or service names are registered trademarks or trademarks of SAS Institute Inc., in the USA and other countries. ® indicates USA registration."
e. SAS INSTITUTE INC. MAKES NO WARRANTIES OF ANY KIND RESPECTING THE SAS TRADEMARK OR THE LOGO, INCLUDING THE VALIDITY OF THE INSTITUTE'S RIGHTS IN THOSE MARKS IN ANY COUNTRY, AND DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, INCLUDING WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY TRADEMARKS. CUSTOMER USES THE LOGO AT CUSTOMER'S OWN RISK.
f. Customer will indemnify the Institute against any claims, suits, awards, costs and damages incurred by the Institute as a result of Customer's violation of any of these Terms and Conditions and/or the Logo Guidelines.
g. Customer agrees to assist the Institute in executing and recording any documents relating to this permission necessary to protect the SAS trademark or

Logo in any country.

h. These terms and conditions apply only to the Logo. Customer is not granted permission to use any other SAS trademark or logo. Customer is not authorized to use any Institute trademark in the name of its company, products, or services.

i. The Institute may terminate Customer's permission to use the Logo at any time, at the Institute's sole discretion, if the Institute deems it necessary for protection of the SAS trademark or Logo.

h. Licensing Provisions Specific to IT Charge Manager™ Software

(1) Customer may not use IT Charge Manager with third party data for the benefit of a third party unless the licensing documents are amended and additional license fees paid. A third party is any separate Government department, agency, contractor, or any other third party that is not a part of the licensed Government department, agency or contractor.

(2) IT Charge Manager operates in conjunction with IT Service Vision software. IT Service Vision software consists of a client and a server component. Customer is authorized to use IT Charge Manager on all computer hardware on which Customer has licensed the client component of IT Service Vision software under this Agreement.

(3) Charge Manager will only operate after Customer has installed product authorization codes for the IT Service Vision software with which IT Charge Manager operates.

(4) If Customer's license for IT Charge Manager is terminated or expires, Customer shall (i) cease using, (ii) delete, and (iii) destroy or return to the Institute all copies of IT Charge Manager in its possession.

i. Licensing Provisions Specific to JMP® Statistical Discovery Software and STATVIEW® Software

(1) The Software is licensed on a Total User basis. "Total Users" is defined as the total number of individuals who access the Software on each licensed operating system during the license period.

(2) The fee includes one (1) set of media, installation materials and one (1) set of documentation generally provided with the applicable Software.

j. Licensing Provisions Specific to CFO Vision™ Software
CFO Vision and any additional products under CFO Vision available under this Agreement may be licensed by the government. CFO Vision may be licensed by a government department, agency or other organization within a department or agency ("Licensed Entity'). Each individual within a licensed entity who accesses CFO Vision is considered a user. A user may only access CFO Vision to support internal business operations and administrative processes of the Licensed Entity and may not use CFO Vision for the benefit of another government department, agency, contractor, or any third party, government or otherwise. Use of CFO Vision components, except in conjunction with the remainder of CFO Vision, is prohibited. The Licensed Entity agrees to be responsible for use of CFO Vision by its users.

k. Licensing Provisions Specific to SAS/C® Compiler Software
If licensed on a mainframe, the SAS/C software is provided with a sixty-day free trial period. Otherwise, there is no trial period. The SAS/C software contains various programs and libraries, which may be redistributed subject to the restrictions set forth below. These programs and libraries are part of either Limited Distribution Libraries or the SAS/C Redistribution Package. Listings of the programs and libraries included under each of these headings are included within

the SAS/C software and/or in the SAS/C software documentation provided by the Institute. Consult the SAS/C software documentation for information on how to access these listings.

(1) The Limited Distribution Libraries and the SAS/C Redistribution Package are copyrighted property of the Institute and shall be used by Customer only as follows:

a. Limited Distribution Libraries
Customer and successive third parties may copy and distribute the files included in the Limited Distribution Libraries and create derivative works based on these files. These files may be distributed worldwide.

b. SAS/C Redistribution Package

The SAS/C Redistribution Package files do not include a trial period. Customer's distribution of the SAS/C Redistribution Package files is subject to an annual license fee in addition to the license fee paid by Customer for the SAS/C software. SAS/C Redistribution Package files may only be distributed as a component of Customer's product created using the SAS/C software. In no event shall such files be distributed by Customer separate and apart from Customer's product nor shall Customer authorize third parties to redistribute such files in any manner. These files may be distributed worldwide.

(2) Customer shall not use the Institute's name, logo, or trademarks to market products Customer develops using the SAS/C software. The Institute has no support obligations to third parties.

(3) Customer is responsible for compliance with any applicable import and export regulations and for compliance with all applicable laws and regulations in the country of distribution and/or use.

(4) Customer agrees to indemnify the Institute and hold the Institute harmless from any liability or damages related to Customer's use or distribution, in whole or in part, of the Limited Distribution Libraries or the SAS/C Redistribution Package. This indemnification obligation does not apply to the extent the Agreement, as modified by these provisions, requires the Institute to indemnify Customer.

l. Licensing Provisions Specific to SAS/WAREHOUSE ADMINISTRATOR™ Software
The SAS/Warehouse Administrator is licensed on a per named administrator basis. Upon licensing this Software, Customer must provide the Institute with the name(s) of the warehouse administrator(s). As those administrators change, Customer may call or write the Institute to update the Institute. The warehouse administrator must be a Customer employee.

m. Licensing Provisions Specific to Enterprise Reporter™ Software

(1) The Enterprise Reporter software is licensed on a "Total User" basis. All individuals who have access to the Enterprise Reporter software during a license period must be counted in the number of Total Users.

(2) Enterprise Reporter will operate on both a server and personal computer and Customer will receive a product authorization code for each platform. As long as Customer does not exceed the number of Total Users licensed, Customer may install Enterprise Reporter on either or both platforms. It is Customer's responsibility to ensure the correct product authorization code is applied.

n. Software Maintenance and Fees

(1) Fees for particular versions or releases of the Software may differ depending upon previous versions or releases licensed by Customer. Fees for hardware changes or upgrades in users which result in additional license fees will be billed under the license fee schedule and will be effective and invoiced as of the date of change or upgrade.

(2) Maintenance is available for desktop and server based Software licensed under this Agreement. Maintenance beyond the first twelve months of the license will be made available for each designated server or user increment upon payment of the applicable yearly Maintenance fees contained in the Price List. Institute Maintenance in the form of updates, new releases, and fixes is cumulative. If at any time during the term of this Agreement Customer elects not to order Maintenance from the Institute for a server or user increment such that there is an interruption in Maintenance for that server or user increment for the licensed Software, reinstatement of such Maintenance will require payment for all preceding skipped annual periods of Maintenance for that server or user increment of the licensed Software.

o. Ordering

To license the Software or order Maintenance, Customer will provide orders which contain complete product, pricing, hardware, operating system, software product, version, if applicable, and media information, and identification and location of the Government's premises where the Software is shipped. This Agreement will be incorporated into Customer's order. The Institute has the right to request and receive written clarification of any order, which does not contain complete information. Customer agrees that, except for the above information, all other terms of Customer's orders are expressly deleted and rejected. Acceptance by the Institute of Customer's order does not constitute an amendment to this Agreement.

p. Institute Distribution of the Software and Documentation

Upon receipt of an acceptable order from Customer, the Institute will ship F.O.B. destination (using its best efforts to ship within ten business days) to the designated contact on the order the media for the Software being licensed. One copy of the applicable Software documentation for each Software product ordered will also be provided. For desktop and server based Software, the Software media shipped will be preauthorized to operate for fifty (50) years. If licensed for a server, the Software media shipped will be preauthorized to operate on the designated server for fifty (50) years. If licensed for a mainframe, the Software media shipped will be preauthorized to operate on the designated mainframe for the designated license period.

q. Hardware and Operating System Support

During the term of this Agreement, the Software will operate on hardware and operating systems listed in the Price List (which may be modified) which are compatible with and supported by the licensed Version of the Software.

r. Upgrades Between User Increments

Customer must notify the Institute within thirty (30) days of all upgrades in designated users between user increment licenses or upgrades between mainframes identified in Attachment A. Upgrade fees within the same operating system are calculated by the difference in the corresponding fees (and the difference in the corresponding Maintenance fees, when applicable) for the licensed Software. No upgrades are available for a move to a different operating system.

s. Source Code

Source code from which the Software object code is derived ("Source Code") is not being provided and is an Institute trade secret to which access is not authorized. Except to the extent allowed by law, neither Customer nor any other User may reverse assemble or decompile the Software or otherwise attempt to recreate the Source Code.

t. Licenses for Additional SAS Software

Customer may license additional Software, other than those contained in the Price List, which the parties mutually desire to make available under this Agreement, in accordance with fees to be mutually agreed upon by the parties.

u. Termination
Upon termination of this Agreement, Customer agrees to delete or destroy all Software in its possession that is not currently paid for and certify the same to the Institute. Upon termination of any license, Customer agrees to reclaim, delete, and destroy the Software product at issue and certify the same to the Institute.

v. Late Shipment
The Institute will use its best efforts to ship the Software within ten (10) days of receipt of an acceptable order. However, the Institute does not guarantee specific delivery dates. If the Institute fails to deliver the Software in the time frame required by the Customer, the Customer may cancel its order. The Institute will not be responsible for any losses incurred by the Customer in purchasing software elsewhere.

w. Continuing Obligation
Obligations in this Agreement, which by their nature are continuing, survive termination or expiration. Upon termination or expiration of the license, or when a User is no longer authorized to access the Software, Customer agrees to reclaim, delete and destroy the Software product at issue.

x. Except as herein modified, all terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

9.y. License Terms Specific to the following SOFTWARE SOLUTIONS AND SUITES: SAS® Human Capital Management Software, SAS® Consolidation and Reporting Software, SAS® Planning Software, SAS® Financial Management Adapter for SAP Software, Enterprise Integration Technology Software, SAS™ Integration Technologies Software, WebHound™, SAS® Text Miner Software, SAS® Human Capital Management Scorecard Software, SAS® Information Delivery Portal Software, SAS® Strategic Performance Management Software, SAS® Activity-Based Management Software (including SAS® Activity-Based Management Adapter for SAP), SAS® IT Resource Management Software (including SAS® IT Resource Management Adapter for SAP), SAS® Data Integration Server Software, SAS® Enterprise Data Integration Server Software, SAS® Intelligence Storage Software, SAS® Data Quality Solution Software, SAS® BI Server Software, SAS® Enterprise BI Server Software, SAS® Data Surveyor Software, SAS® IT Service Level Management Software, SAS® Financial Management for SAS® 9 Software (including SAS® Financial Management Adapter for SAP), Platform Suite for SAS Software, Restricted Use Infrastructure Server Software, SAS® Forecast Server Software, SAS® Spend Analysis Software, SAS® Sourcing Strategy Software, SAS® Sourcing Data Quality Software, SAS® Procurement Scorecard Software, SAS® Inventory Optimization Software, JMP® Genomics Software (includes JMP® Genetics, JMP® Microarray, and JMP® Proteomics Software), SAS® Enterprise Miner for Desktop Software, SAS® Metadata Bridges Software, SAS® Model Manager Software, and SAS® Enterprise Model Management Software.

The following terms govern Customer's use of each of the following listed SAS Software offerings which consist of combinations of SAS software components or which include sub-components supplied by third parties and SAS (collectively, "Software Solutions and Suites," or singly, "Software Solution or Suite"): SAS® Human Capital Management Software, SAS® Consolidation and Reporting Software, SAS® Planning Software, SAS® Financial Management Adapter for SAP Software, Enterprise Integration Technology Software, SAS™ Integration Technologies Software, WebHound™, SAS® Text Miner Software, SAS® Human Capital Management Scorecard Software, SAS® Information Delivery Portal Software, SAS® Strategic Performance Management Software, SAS® Activity-Based Management Software (including SAS® Activity-Based Management Adapter for SAP), SAS® IT Resource Management Software (including SAS® IT Resource Management Adapter for SAP), SAS® Data Integration Server Software, SAS® Enterprise Data Integration Server Software, SAS® Intelligence Storage Software, SAS® Data Quality Solution Software, SAS® BI Server Software, SAS® Enterprise BI Server Software, SAS® Data Surveyor Software, SAS® IT Service

Level Management Software, SAS® Financial Management for SAS® 9 Software (including SAS® Financial Management Adapter for SAP), Platform Suite for SAS Software, Restricted Use Infrastructure Server Software, SAS® Forecast Server Software, SAS® Spend Analysis Software, SAS® Sourcing Strategy Software, SAS® Sourcing Data Quality Software, SAS® Procurement Scorecard Software, SAS® Inventory Optimization Software, JMP® Genomics Software (includes JMP® Genetics, JMP® Microarray, and JMP® Proteomics Software), SAS® Enterprise Miner for Desktop Software, SAS® Metadata Bridges Software, SAS® Model Manager Software, and SAS® Software. The Institute shall be referred to as "SAS" herein.

y.

(1) Software Solutions and Suites consist of bundled components. Customer may use such bundled components only through the application under which they are bundled, and may not use or deploy any individual component as a replacement for other SAS Software. Individual components may be provided to Customer on the same or different media as other components of the Software Solution or Suite. SAS may add, modify or delete individual components in new releases. All additional and modified component software shall be governed by these terms and the terms of GSA Schedule Contract No. GS-35F-0170K.

(2) Specific usage or system requirements related to particular Software Solutions and Suites, if applicable, may be included in the price lists for such products. Software Solutions and Suites may only be used by Customer if Customer has a license to use the applicable SAS Software on appropriate hardware which is to be specified in Customers' orders for the licenses of such Software Solutions and Suites.

(3) Subject to any specific requirements or restrictions applicable to a Software Solution or Suite, Customer's employees ("Employees") and any authorized third party end users ("Third Party End Users") may use Software Solutions and Suites to access static, web-based applications written in SAS software ("Applications") that reside on the same hardware for which the Software Solutions and Suites are licensed by Customer. Except with SAS' prior written consent, Customer shall not use or allow any Employees or Third Party End Users to use the Software Solutions or Suites, whether directly or through any Application, to process or permit to be processed any third party data or to access any SAS Software that resides on any other hardware unless the Software is also licensed for use on that other hardware. The Applications must be written such that Third Party End Users may not edit SAS programs or have access to any other capability for free form programming in SAS Software. Customer may not use any Software Solutions or Suites to download or otherwise export or re-export any software or any underlying information or technology except in full compliance with all laws and regulations of the United States of America and any other applicable laws and regulations. Customer is responsible for and will hold SAS harmless from any damages suffered by SAS and any liability incurred by SAS as a result of Third Party End User access to SAS software. The United Nations Convention on Contracts for the International Sale of Goods is excluded from this license.

(4) The warehouse administration function of certain Software Solutions and Suites is licensed on a per named administrator basis. Upon licensing this Software, Customer must provide SAS with the name(s) of the warehouse administrator(s). As those administrators change, Customer may call or write SAS to update SAS. The warehouse administrator must be a Customer employee or other authorized user under the license.

(5) Unless otherwise authorized by SAS, the AppDev Studio™ functionality of any Software Suite may only be used for development and testing purposes, and may not be used for production use (although the applications and/or applets created with AppDev Studio may be used in a production environment).

(6) Customer may use Software Suites containing a "performance data warehouse" solely for the purpose of web log data reporting and analysis through a "performance data warehouse." A "performance data warehouse" is the data warehouse or structure created by certain Software Suites to house detailed and summarized performance data and other information necessary to manage the web log data Customer provides to such Software Suite. Customer may not modify such Software Suites to use elements of such Software Suites' functionality to analyze or report on data outside the performance data warehouse.

(7) Customer acknowledges that certain Software Solutions and Suites include components which contain software licensed to SAS by Sun Microsystems, Inc. ("Sun Microsystems"), Microsoft Corporation ("Microsoft"), and certain other vendors (collectively, "Third Party Software"). The following additional terms shall apply to the Third Party Software and shall take precedence over any conflicting terms in the license:

a. Customer may not distribute the Third Party Software to any third party in any modified form. The Third Party Software may not be leased, assigned, or sublicensed, in whole or in part. The Third Party Software is not designed or intended for use in online control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. Customer warrants that Customer will not use or redistribute the Third Party Software for such purposes. This license does not authorize Customer to use any of SAS' names, trademarks or logos or any of its licensors' names, trademarks and logos, including but not limited to Sun Microsystems' and Microsoft's trade names, trademarks or logos.

b. Use, duplication, or disclosure of the Third Party Software and related documentation by the US Government is subject to restrictions as set forth in Rights in Technical Data and Computer Software Clauses in DFARS 252.277-7013(c)(1)(ii) and FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987) as applicable and the license.

c. DISCLAIMER OF WARRANTY. THE THIRD PARTY SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF NON-INFRINGEMENT AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAS' LICENSOR(S) DISCLAIM ANY LIABILITY CONNECTED WITH USE OF THE THIRD PARTY SOFTWARE.

d. LIMITATION OF LIABILITY. SAS' LICENSOR(S) ARE NOT LIABLE FOR (a) DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY SORT, WHETHER ARISING IN TORT, CONTRACT OR OTHERWISE, EVEN IF SAS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR (b) FOR ANY CLAIM BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

(8) If Netscape LDAP Directory Server or iPlanet™ Software (collectively "LDAP Software") is furnished to Customer as a component of a given Software Solution or Suite, the following additional terms shall apply and shall take precedence over any conflicting terms in the license:

a. Customer acknowledges that the LDAP Software is being provided as a bundled product with certain Software Solutions and Suites and not as a separate, stand-alone product. Customer may not use the LDAP Software except in connection

with Customer's use of the Software Solution or Suite with which it is bundled. Customer shall permit no more than seven hundred (700) Users in total to use or otherwise access the LDAP Software. For purposes of the above-referenced restriction to seven hundred (700) Users, any individual who has an entry in the directory server shall be considered a User (this does not include resources such as printers or other servers). Such Users shall include all individuals who have access to the LDAP Software's services and not just to the number of individuals who may access those services concurrently. Customer may use the LDAP Software only for directory services for the Software Solution or Suite with which the LDAP Software is bundled, and shall not use the LDAP Software to provide directory services for any other software products or to provide stand-alone directory services.

b. SAS may terminate Customer's rights with respect to the LDAP Software immediately in the event of any breach by Customer of SAS' or SAS' licensors' intellectual property rights in the LDAP Software.

c. Title, ownership rights, and intellectual property rights in the LDAP Software shall remain in SAS' licensors and suppliers. Customer acknowledges such ownership and intellectual property rights, and will not take any action to jeopardize, limit or interfere in any manner with such rights.

d. Customer shall not (a) modify any header files or class libraries in the LDAP Software, (b) create or alter tables or reports relating to the database portion of the LDAP Software (except as necessary for operating the LDAP Software), (c) publish any results of benchmark tests run on the LDAP Software to a third party without SAS' consent, or (d) use the database provided for use with the LDAP Software with any other product. Customer may copy and use the header files contained in the LDAP Software solely to create and distribute programs to interface with the server application programming interfaces (APIs).

The LDAP Software is not fault-tolerant and is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life-support machines or weapons systems, in which the failure of the LDAP Software could lead directly to death, personal injury, or severe physical or environmental damage ("High-Risk Activities"). Accordingly, SAS and its licensors and suppliers specifically disclaim any express or implied warranty of fitness for High-Risk Activities. Customer agrees that SAS and its licensors and suppliers will not be liable for any claims or damages arising from the use of the LDAP Software in such applications.

(9) Unless otherwise authorized by SAS, the Enterprise Guide® functionality of any Software Solution or Suite may not be used to access a distributed server implementation of SAS software or SAS data on a server unless Customer has also licensed SAS/IntrNet® software, SAS® Information Delivery Portal software, or SAS® Integration Technologies software for that server.

(10) SAS® Financial Management for SAS® 9 Software is subject to the following additional terms and conditions:

a. SAS® Financial Management for SAS® 9 Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Financial Management for SAS® 9 Software and the Metadata Server component of that Software will be installed. In addition, the

Customer's license of SAS® Financial Management for SAS® 9 Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the quantities of each type of user for which the license and subsequent maintenance have been purchased by the Customer. The types of users for which a license and maintenance of the SAS® Financial Management for SAS® 9 Software may be purchased are as follows:

(i) Administrative Users – Administrative Users are users who access the SAS® Financial Management for SAS® 9 Software to perform installation of and set and maintain parameters around the use of, applications running the SAS® Financial Management for SAS® 9 Software.

(ii) Power Users – Power Users are users who may access the SAS® Financial Management for SAS® 9 Software to use the full functionality of that Software.

(iii) Business Users – Business Users are users who may access the SAS® Financial Management for SAS® 9 Software solely to utilize applications created by Power Users to enter, validate, and manage data.

(iv) Dashboard Users – Dashboard Users are users who access the SAS® Financial Management for SAS® 9 Software in the Dashboard. The "Dashboard" is a web-based interface component of the Software which allows users to view and analyze content.

(v) For each of the foregoing user types, the quantity licensed by the Customer is the total number of such users (not concurrent users) accessing the SAS® Financial Management for SAS® 9 Software during the initial 12 months of the license, or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS® Financial Management for SAS® 9 Software with respect to such annual maintenance).

b. The Customer's license of the SAS® Financial Management for SAS® 9 Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Financial Management for SAS® 9 Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(i) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Financial Management for SAS® 9 Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Financial Management for SAS® 9 Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Financial Management for SAS® 9 Software environment.

(ii) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management for SAS® 9 Software may only be used for development purposes.

c. The license of SAS® Financial Management for SAS® 9 Software also includes a license of a SAS/Access Software product chosen by the Customer.

(11) SAS® Financial Management Adapter for SAP Software is licensed for use by Customer only with Customer's use of SAS® Financial Management for SAS® 9 Software that is also licensed by Customer. SAS® Financial Management Adapter for SAP Software must be licensed for the same number of Customer's licensed Power Users with respect to such SAS® Financial Management for SAS® 9 Software.

(12) Platform Suite for SAS Software is licensed for use by Customer only with Customer's use of SAS® BI Server Software or SAS® Enterprise BI Server Software that is also licensed by the Customer. Platform Suite for SAS Software may not be used by Customer with any other product of SAS or any third party

(13) Restricted Use Infrastructure Server Software ("RUIS Software") is licensed subject to the following:

a. RUIS Software is licensed for use by Customer only with Customer's use of a SAS software solution in which the RUIS Software is embedded by SAS ("SAS Solution") and which the Customer has also licensed. RUIS Software may not be used by Customer with any other product of SAS or any third party.

b. RUIS Software is licensed for use on the hardware for which the applicable SAS Solution has also been licensed by the Customer. The license and maintenance fees payable by the Customer with respect to the RUIS Software are based on the number of processors of Customer's server on which the RUIS Software resides.

c. RUIS Software includes README files with additional terms and conditions which govern the license of the use of the RUIS Software in connection with Customer's license of the applicable SAS Solution

(14) SAS® Strategic Performance Management Software is subject to the following additional terms and conditions:

a. The Customer's license of the SAS® Strategic Performance Management Software commencing with Release 2.0 of the Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Strategic Performance Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(i) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS®

Strategic Performance Management Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Strategic Performance Management Software is installed, solely for the purpose of deploying the Strategic Performance Management Software environment.

(ii) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management for SAS® 9 Software may only be used for development purposes.

(15) SAS® Forecast Server Software is subject to the following additional terms and conditions:

a. SAS® Forecast Server Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Forecast Server Software and the Metadata Server component of that Software will be installed.

b. The Customer's license of the SAS® Forecast Server Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Forecast Server Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

i. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Forecast Server Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Forecast Server Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Forecast Server Software environment.

(16) SAS® Spend Analysis Software is subject to the following additional terms and conditions:

a. SAS® Spend Analysis Software is licensed for use by the Customer on a single Customer server except as specified in this sections with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS Spend Analysis Software and the Metadata Server component of that Software will be installed. In addition, the Customer's license of SAS® Spend Analysis Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the Customer's "Spend". As used herein "Spend" shall mean the total of all funds that are available and allocated to Customer with respect to (i) the Customer's fiscal year ending immediately preceding the date of Customer's order for the initial license or maintenance renewal, as applicable, of the Software and (ii) the procurement (whether by purchase, lease, license, or otherwise) of any and all goods and services for use directly or indirectly in any of Customer's operations or activities. Customer

shall annually report in writing to Contractor and to SAS any changes to Customer's Spend for each succeeding Customer fiscal year at least sixty (60) days prior to the end of the initial twelve (12) months of the Customer's license of, or the end of the then-current annual maintenance period with respect to, as applicable, the SAS® Spend Analysis Software.

b. The Customer's license of the SAS® Spend Analysis Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Spend Analysis Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(i) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Spend Analysis Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Spend Analysis Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Spend Analysis Software environment.

(ii) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management for SAS® 9 Software may only be used for development purposes.

c. The license of SAS® Spend Analysis Software also includes a license of a SAS/Access® Software product chosen by the Customer.

(17) SAS® Sourcing Strategy Software is subject to the following additional terms and conditions:

a. SAS® Sourcing Strategy Software is licensed for use by the Customer on a single Customer server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Sourcing Strategy Software will be installed. In addition, the Customer's license of SAS® Sourcing Strategy Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the Customer's "Spend". As used herein "Spend" shall mean the total of all funds that are available and allocated to Customer with respect to (i) the Customer's fiscal year ending immediately preceding the date of Customer's order for the initial license or maintenance renewal, as applicable, of the Software and (ii) the procurement (whether by purchase, lease, license, or otherwise) of any and all goods and services for use directly or indirectly in any of Customer's operations or activities. Customer shall annually report in writing to Contractor and to SAS any changes to Customer's Spend for each succeeding Customer fiscal year at least sixty (60) days prior to the end of the initial twelve (12) months of the Customer's license of, or the end of the then-current annual maintenance period with respect to, as applicable, the SAS® Sourcing Strategy Software.

b. As a prerequisite to purchasing an initial license or annual maintenance of SAS® Sourcing Strategy Software, Customer is required to have also licensed SAS Spend Analysis Software and, if applicable to have purchased current

annual maintenance for such SAS® Spend Analysis Software. The applicable amount fo Customer's Spend with respect to its license or annual maintenance fees, as applicable for SAS® Sourcing Strategy Softwrae shall be the same as the amount of Customer's Spend with respect to Customer's license or then-current annual maintenance, as applicable of such SAS® Spend Analysis Software.

(18) SAS® Sourcing Data Quality Software is subject to the following additional terms and conditions:

a. SAS® Sourcing Data Quality Software is licensed for use by the Customer on a single Customer server except as specified in this sections with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Spend Analysis Software and the Metadata Server component of that Software will be installed. In addition, the Customer's license of SAS® Spend Analysis Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the Customer's "Spend". As used herein "Spend" shall mean the total of all funds that are available and allocated to Customer with respect to (i) the Customer's fiscal year ending immediately preceding the date of Customer's order for the initial license or maintenance renewal, as applicable, of the Software and (ii) the procurement (whether by purchase, lease, license, or otherwise) of any and all goods and services for use directly or indirectly in any of Customer's operations or activities. Customer shall annually report in writing to Contractor and to SAS any changes to Customer's Spend for each succeeding Customer fiscal year at least sixty (60) days prior to the end of the initial twelve (12) months of the Customer's license of, or the end of the then-current annual maintenance period with respect to, as applicable, the SAS® Sourcing Data Quality Software.

b. The Customer's license of the SAS® Sourcing Data Quality Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Sourcing Data Quality Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

i. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Sourcing Data Quality Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Sourcing Data Quality Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Sourcing Data Quality Software environment.

ii. Data Quality Client Components Total Use -- The Data Quality Client Components of the SAS® Sourcing Data Quality Software which consist of dfPower Quality, dfPower Customize, and dfPower Profile software are licensed for use based on the total number of users (not concurrent users) who access any of such Components during the initial twelve (12) month license period of the SAS® Sourcing Data Quality Software or during any subsequent annual maintenance period (whether or not the Customer

purchases maintenance for SAS® Sourcing Data Quality Software with respect to such annual maintenance), and provided that the number of such users shall not be greater than a quantity of one (1) such user.

c. The license of SAS® Sourcing Data Quality Software also includes (i) a license of two (2) SAS/Access® Software product chosen by the Customer, and (ii) a license of SAS® Quality Knowledge Base Locale Software (the locale/ language shall be US English, unless another available locale/language is chosen by Customer at the time the license of SAS® Sourcing Data Quality Software is ordered by Customer).

(19) SAS® Procurement Scorecard Software is subject to the following additional terms and conditions

a. SAS® Procurement Scorecard Software is licensed for use by the Customer on a single Customer server except as specified in this sections with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Procurement Scorecard Software and the Metadata Server component of that Software will be installed. In addition, the Customer's license of SAS® Procurement Scorecard Software is limited to and the license and maintenance fees payable by Customer for the Software are based on the Customer's "Spend". As used herein "Spend" shall mean the total of all funds that are available and allocated to Customer with respect to (i) the Customer's fiscal year ending immediately preceding the date of Customer's order for the initial license or maintenance renewal, as applicable, of the Software and (ii) the procurement (whether by purchase, lease, license, or otherwise) of any and all goods and services for use directly or indirectly in any of Customer's operations or activities. Customer shall annually report in writing to Contractor and to SAS any changes to Customer's Spend for each succeeding Customer fiscal year at least sixty (60) days prior to the end of the initial twelve (12) months of the Customer's license of, or the end of the then-current annual maintenance period with respect to, as applicable, the SAS® Procurement Scorecard Software.

b. The Customer's license of the SAS® Procurement Scorecard Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Procurement Scorecard Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

(i) Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Procurement Scorecard Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Procurement Scorecard Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Procurement Scorecard Software environment.

(ii) AppDev Studio PC Use – The AppDev Studio Software component of the SAS® Financial Management for SAS® 9 Software may only be used for development purposes.

c. The license of SAS® Procurement Scorecard Software also includes a license of SAS/Access® Software product chosen by the Customer.

(20). SAS Enterprise Data Integration Server Software is subject to the following additional terms and conditions:

a. SAS Enterprise Data Integration Server Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating sytem) of the server on which the SAS Enterprise Data Integration Server Software and the Metadata Server component of that Software will be installed.

b. The Customer's license of the SAS Enterprise Data Integration Server Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS Enterprise Data Integration Server Software and the quanities of such types of components for which the license or maintenance has been purchased by the Customer:

i. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS Enterprise Data Integration Server Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS classification of the Customer server on which the licensed SAS Enterprise Data Integration Server is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS Enterprise Data Integration Server Software environment.

c. If the Customer has previously licensed the Enterprise Integration Technologies bundle of SAS Software ("EIT Software") for use on the same Customer hardware and with the same operating system with respect to which Customer has licensed the SAS Enterprise Data Integration Server Software and the Customer's annual license or annual maintenance, as applicable, with respect to that EIT Software is current as of the commencement date ("EDILB Date") of Customer's license of the SAS Enterprise Data Integration Server Software, then asa of the EDILB Date Customer's license of the EIT Software shall be cancelled and superseded as follows:

i. The SAS/Connect and SAS Integration Technologies Software that are components of the EIT Software are included in Customer's license of the SAS Enterprise Data Integration Server Software and the license and maintenance, as applicable, of such SAS/Connect and SAS Integration Technologies Software, shall be included in the fees payable by Customer for license and maintenance, as applicable, of the SAS Enterprise Data Integration Server Software;

ii. Customer's license of SAS IntrNet Software through the license of the EIT Software shall be converted to a license of such SAS/IntrNet Software on a stan-alone basis for the same license term as Customer's license of such EIT Software (prior to the cancellation of the license of the EIT Software as provided above). If applicable, the current annual maintenance period with respect to such EIT Software (prior to the cancellation of the license asa provided herein) shall apply to such SAS/IntNet Software.

b. The license SAS Enterprise Data Integration Server Software also includes a license of (i) two (2) SAS/Access Software products chosen by the Customer, (ii) SAS Quality Knowledge Base Locale Software (the locale/language chosen by Customer), and (iii) dfPower Quality Software, dfPower Customize Software, and dfPower Profile Software (collectively the "dfPower Components"), provided that each of the dfPower Components is licensed for use by the greater of (A) the number of users authorized to access the applicable dfPower Component, or (B) the number of personal computers on which such dfPower Component will be installed and available for processing on the

designated operatin system. Such quantity of users shall be the total number of users (not concurrent users) accessing the applicable dfPower Component and such quantity of personal computers shall be the total number of personal computers on which such dfPower Component is installed and available for processing during the intitial 12 month license period or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS Enterprise Data Integration Server Softwarae with respect to such annual maintenance). The number of such users or the number of such personal computers with respect to the dfPower Quality Software, whichever is greater, or of one (1) such ser or personal computer with respect to each of the dfPower Customize and dfPower Profile Software, whichever is greater in each case.

(21). SAS® Enterprise Model Management Software is subject to the following additional terms and conditions:

a. SAS® Enterprise Model Management Software is licensed for use by the Customer on a single Customer server except as specified in this section with respect to the Metadata Server. The Customer shall identify the specific machine information (hardware, manufacturer, and operating system) of the server on which the SAS® Enterprise Model Management Software and the Metadata Server component of that Software will be installed.

b. The Customer's license of the SAS® Enterprise Model Management Software also includes and is limited to, and the license and maintenance fees payable by the Customer with respect to that Software are respectively based on, the following components of the SAS® Enterprise Model Management Software and the quantities of such types of components for which the license or maintenance has been purchased by the Customer:

i. Metadata Server – The Customer may install the Base SAS component (along with any other component authorized by SAS) of the SAS® Enterprise Model Management Software on one additional Customer server which has a classification by SAS that is equal to or lower than SAS' classification of the Customer server on which the licensed SAS® Enterprise Model Management Software is installed, solely for the purpose of deploying the Metadata Server component for use within the licensed SAS® Enterprise Model Management Software environment.

ii. The license of SAS® Enterprise Model Management Software also includes a license of SAS® Enterprise Model Management Client Software ("EMM Client Component"), provided that the EMM Client Component is licensed for use by the greater of (A) the number of users authorized to access EMM Client Component will be installed and available for processing on the designated operating system. Such quantity of users shall be the total number of users (not concurrent users) accessing the EMM Client Component and such quantity of personal computers shall be the total number of personal computers on which such EMM Client Component is installed and available for processing during the initial 12 month license period or during any subsequent annual maintenance period (whether or not the Customer purchases maintenance for the SAS® Enterprise Model Management Software with respect to such annual maintenance). The number of such users or the number of such personal computers shall not be greater than a quantity of five (5) such users or personal computers whichever is greater.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

c. As used herein the "SAS Training Services" shall mean the following:

SAS Public Training -Tier 1 Course Per/Day Per/Student

SAS Public Training -Tier 2 Course Per/Day Per/Student

SAS Onsite Training -Tier 1 Course Per/Day

SAS Onsite Training -Tier 2 Course Per/Day

SAS Onsite Training – Additional student per day for each student over the class limit

SAS Enterprise Professional Training Offer-30 Day

SAS Enterprise Professional Training Offer-45 Day

SAS Enterprise Professional Training Offer-60 Day

SAS Enterprise Professional Training Offer-90 Day

SAS Enterprise Professional Training Offer-120 Day

Note: SAS Onsite Training is provided at the Customer site or, if agreed by the Customer and SAS, at a SAS training facility.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course except as follows:

a. For SAS Onsite Training which is sold for an initial increment of twenty students, orders are not required to include the name of the students attending the course, and

b. For the SAS Enterprise Professional Training Offer (EPTO) this information will not be included on the order for the EPTO but will be required at the time the SAS Public Training or SAS Onsite Training is scheduled by the ordering activity, except that the name of the students attending the SAS Onsite Training is not required and the contracted dollar amount of the course would not apply to SAS Training Services scheduled under the EPTO.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. This paragraph only applies to SAS Public Training courses. The ordering activity will notify the Contractor at least three (3) calendar days before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class. The applicable fee for SAS Public Training that is cancelled on less than three (3) calendar days notice by the ordering activity shall not be waived or reduced and shall remain due and payable by the ordering activity as ordered. However, substitutions (name changes) by the ordering activity with respect to SAS Public Training are accepted at anytime prior to the event as set forth in paragraph c below. In addition, the Contractor will permit the ordering activity to reschedule attendance of a student at a SAS Public Training course at no additional charge provided that notification of the rescheduling to a later availability date of the course is received at least twenty-four (24) hours prior to the start of the applicable SAS Public Training.

For cancellation and rescheduling with respect to EPTO orders, the cancellation policy set forth in paragraphs n. and o. under the "Guidelines" under Section 10 below shall apply.

With respect to SAS OnsiteTraining courses, the ordering activity may cancel without charge if notification is received by SAS by phone or in writing no later than twenty-one (21) calendar days prior to the course start date. Cancellation or rescheduling of a SAS OnsiteTraining course on less than 21 calendar days notice prior to the course start date is considered a cancellation and a cancellation fee of $500.00 will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased by SAS personnel with the ordering activity's approval, the ordering activity will be responsible for payment of the cost of the non-refundable airline tickets and if less than 21 calendar days notice is provided.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course or as stated in paragraph a. above. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a SAS Public Training class within ninety (90) days from the original course date, at no additional charge provided that twenty-four (24) hours notice of rescheduling is provided as set forth in paragraph a. above, and subject to availability of the course within such ninety (90) day period.

c. For SAS Public Training the ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date. The requirement for 72 hours notice shall apply except where Contractor is unable to conduct training due to circumstances beyond Contractor's reasonable control, including any force majeure event; provided that in such cases Contractor shall provide the ordering activity with notice of cancellation as soon as reasonably possible. In addition, with respect to any SAS Public Training course, Contractor may cancel such training for Contractor's convenience provided that Contractor must notify the ordering activity at least fourteen (14) calendar days prior to the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is

less. Due to the nature of EPTO Training Services, there shall be no reduction in the price for the ordered EPTO in the event that there is a reduction in the fees for any of the SAS Training Services that are available pursuant to the EPTO as set forth in paragraph e under the "Guidelines" in Section 10 below. However if SAS reduces the standard number of EPTO units that are assigned to a type of training event, the reduced number of EPTO units will be applied in the event that a Customer subsequently receives that type of training and uses unused EPTO units for such training.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students, except that with respect to any SAS Onsite Training, due to the nature of Onsite (Customer Site) Training the ordering activity is responsible for providing IT equipment to the students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course. With respect to SAS Training, Contractor will provide each student with a Certificate of Training provided that the ordering activity furnishes to the Contractor a roster of the students attending the SAS Onsite Training.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

The foregoing information is currently provided through the website referenced in subparagraph b of the first paragraph of Section 10 below.

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

Roundtrip coach airfare; rental car, including gas, or local transportation; hotel and per diem meal expenses; taxes

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

NOT APPLICABLE

10. SUPPLEMENTAL TERMS

With respect to SAS Training Services identified as "SAS Public Training" or "SAS Onsite Training" the following additional terms shall apply:

a) With respect to SAS Training Services identified as "SAS Onsite Training," the maximum number of students that may attend an Onsite training course shall be twenty (20) students. Additional charges shall apply for each additional student in excess of twenty (20) students attending any such on-site training course to be a maximum of five (5) additional students.

b) Only standard SAS Institute publicly available training courses are included in SAS Training Services. SAS Training Services do not include any customized content for any training. The fees for on-site training do not include fees for presenting an on-site course at a SAS training facility. The training courses that may be ordered pursuant to the Contract No. GS-35F-0170K shall be separately identified by SAS Institute. Currently a listing of such courses is available at http://support.sas.com/training/us/gsa.html

With respect to SAS Training Services identified as "SAS Enterprise Professional Training Offer" the following additional terms shall apply:

Guidelines

The Customer must designate a representative to serve as the contact to register employees for public courses, on-site courses, Business Knowledge Series (BKS) courses, Live Web classes, the SAS Data Mining Certificate (DMC) program, SAS training center rental fees, or selected conferences.

The EPTO offer applies only to courses and events scheduled in the United States.

The Customer can choose any number of 30, 45, 60, 90, or 120 training units or a combination of the options.

For students using EPTO units to attend courses in CT, an additional state tax must be paid unless an exemption applies. A separate invoice will be sent for payment remittal. This amount is not included in EPTO pricing.

EPTO units can be used to register for public courses, on-site courses, BKS courses, Live Web classes, the SAS DMC program, SAS training center rental fees, or selected conferences ("Training Events"). (These events will have varying EPTO units assigned to them according to their registration fees, e.g., 1 EPTO unit is required for one person per one public course day; 6.5 EPTO units are required for one on-site course day; 15 EPTO units are required per one SAS DMC program registration; 2 EPTO units are required for a SAS training center rental fee per one day. EPTO unit requirements vary for BKS courses, Live Web classes and selected conferences.)

EPTO units may not be used to satisfy partial billing for a registration.

Class and conference sizes are limited and space is not guaranteed. Onsite classes are limited to 20 students per class. An additional fee per student per day will be charged for each student over 20, not to exceed 25 students in total in the class.

The EPTO Administrator will issue an account number to the designated contact upon receipt of an EPTO order. The contact may begin using its EPTO units as soon as it receives an account number, but not before then.

No other discounts are applicable.

For on-site courses, travel expenses for SAS staff are additional. Expenses include roundtrip coach airfare; rental car, including gas or local transportation; taxes; hotel and per diem meal expenses.

CANCELLATION POLICY

EPTO training units may be reinstated to the account if cancellations are received by phone, mail or e-mail at least 3 (three) calendar days prior to the scheduled start date of an event; after that (2 calendar days or less), EPTO accounts will be charged and invoiced for the full number of corresponding EPTO training units. Substitutions (name changes) are accepted at any time prior to the event. Transfers are accepted, but they must be received no later than 24 hours from the start date of the event.

The Customer may cancel on-site courses without charge if notification is received by SAS by phone or in writing no later than 21 days prior to the course start date. Rescheduling a course less than 21 calendar days prior to course start date is considered a cancellation, and a cancellation fee of $500 will be charged and invoiced separately. In addition, if non-refundable airline tickets have been purchased for SAS personnel with the Customer's approval, the Customer will be responsible for the cost of these tickets and if less than 21 calendar days notice is provided.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

   a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.

   b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.

   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)

   FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

   When ordering services over $100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

   (a) When ordering services, ordering activities shall—

      (1) Prepare a Request (Request for Quote or other communication tool):

         (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

(i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.

(ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.

(iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.

(iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

(1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.

(i) SINGLE BPA: Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)

(ii) MULTIPLE BPAs: When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

4. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR

52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

5. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants

and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11 INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING (See next page)

17. SUBSTITUTIONS

Executive Information Systems, LLC reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One year of experience is the equivalent of one year of education.
2. One year of education is the equivalent of one year of experience.
3. Certification related to the technology is equivalent to two years of experience or education requirement.

EXECUTIVE INFORMATION SYSTEMS, LLC'S INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS

Part#	GSA Title	Description	GSA Rate
EXP-GSA	Expert Consultant	Expert knowledge of SAS products and the proven ability to create solutions in complex environments. Provides global counsel on the application of SAS products into a customer environment. Vast knowledge of open and proprietary systems aids in the selection, design, and implementation of a complete SAS software solution. Minimum years of experience for performance of this service is 12 years. Minimum educational requirement is a bachelor's degree or directly related work experience and/or competencies may be considered in place of the above requirements.	$249.38
PSA-GSA	Principal Solutions Architect	Provides senior leadership and consulting for SAS technical, architectural, analytical, government, and business solutions. May provide senior program and project management or subject matter expertise. Provides strategic SAS consulting services, including assessment, solution development, and implementation. Minimum 10 years of experience for performance of these services. Minimum educational requirement is a bachelor's degree or directly related work experience and/or competencies may be considered in place of the above requirements.	$225.00
PR-GSA	Principal Consultant	Provides specialized subject matter expertise, guidance, and project direction in one or more of the following areas: compliance consultation and legislative and regulatory issues; review and improvement to planning and budget submission processes; Congressional consultation in support of agency strategic and performance plans; data warehousing and data mining including predictive modeling; and decision technology application at the enterprise and group level. Minimum years of experience for performance of this service is 10 years. Minimum educational requirement is a bachelor's degree or directly related work experience and/or competencies may be considered in place of the above requirements.	$199.50
MG-GSA	Managing Consultant	Provides project management and high level technical direction. Supports the definition and implementation of planning processes and systems at the enterprise or group level including both strategic and operational activities. Manages and coordinates project activities and serves as the technical lead and liaison for the client. Minimum years of experience for performance of this service is 8 years. Minimum educational requirement is a bachelor's degree or directly related work experience and/or competencies may be considered in place of the above requirements.	$174.56
SR-GSA	Senior Systems Consultant	Provides direction, facilitation, planning analysis, performance measurement analysis, and technical analysis and design for executive information and decision support technologies in support of enterprise or group level planning. Serves as the technical and team lead for the project. Minimum years of experience for performance of this service is 4 years. Minimum educational requirement is a bachelor's degree or directly related work experience and/or competencies may be considered in place of the above requirements.	$149.63

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Executive Informations Systems, LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Charles M. Mathews, Jr., 301-581-8594; Fax: 301-581-2573; e-mail: sales@execinfosys.com.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Executive Information Systems, LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

_____ _____
Ordering ActivityDate Contractor Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.

Customers make a best value selection.