NOTICE OF RENEWAL OF CONTRACT

TO: SOFTWARE HOUSE INTERNATIONAL
35 KNIGHTSBRIDGE ROAD
PICSATAWAY, NJ 08854

DATE ISSUED: JANUARY 24, 2013

CONTACT NO: 41-11

CONTRACT TITLE: DTS - TOSHIBA LAPTOPS & COTS SOFTWARE

THIS IS A NOTICE OF RENEWAL OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective FEBRUARY 2, 2013 and expires on FEBRUARY 1, 2014.

This is the FIFTH year of a FIVE year contract.

The contract documents consist of the terms and conditions of VITA Contract VA-090202-SHI including any exhibits attached or amendments thereto.

CONTRACT PRICING:
REFER TO VITA CONTRACT VA-090202-SHI

ATTACHMENTS:
VITA CONTRACT VA-090202-SHI

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ERIK SCHROEDER
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: JEFF BRANDT

TELEPHONE NO.: 732-564-8217
EMAIL ADDRESS: ERIK_SCHROEDER@SHI.COM

TELEPHONE NO.: 703-228-7983
EMAIL ADDRESS: JBRANDT@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Mr. Ashley Barnes
Procurement Officer

DATE: 1-24-13

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
Commonwealth of Virginia
Virginia Information Technologies Agency

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: December 5, 2012
Contract #: VA-090202-SHI
Authorized User: All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia
Contractor: SHI International Corporation
33 Knightsbridge Road
Piscataway, NJ 08854
FIN: 22-3009648
Contact Person: Erik Schroeder
Toll Free: 888-764-8888 x8217
Office: 732-564-8217
Fax: 732-564-8218
Email: erik_schroeder@shi.com

Term: February 2, 2013 – February 1, 2014
Payment: Net 30 days

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

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

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

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

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.
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<td>Mod 1 adds additional terms &amp; conditions regarding hard drives and extends contract term.</td>
<td>02/02/11</td>
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<tr>
<td>3</td>
<td>Mod 2 extends contract term</td>
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December 4, 2012

SHI International Corp.
Attn: Erik Schroeder

Per Section 3.A. ("Term and Termination") of contract VA-090202-SHI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from February 2, 2013 through February 1, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD SUITE 500
ARLINGTON, VIRGINIA 22201

NOTICE OF RENEWAL OF CONTRACT

TO: SOFTWARE HOUSE INTERNATIONAL
35 KNIGHTSBRIDGE ROAD
PICSATWAY, NJ 08854

DATE ISSUED: JANUARY 31, 2012
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& COTS SOFTWARE

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This is the FOURTH year of a possible FIVE year contract.

The contract documents consist of the terms and conditions of VITA Contract VA-090202-SHI including any exhibits attached or amendments thereto.

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ATTACHMENTS:
VITA CONTRACT VA-090202-SHI

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NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: ERIK SCHROEDER
TELEPHONE NO.: 732-564-8217
EMAIL ADDRESS: ERIK_SCHROEDER@SHI.COM

VENDOR PAYMENT TERMS: NET 30 DAYS

COUNTY CONTACT: JEFF BRANDT
TELEPHONE NO.: 703-228-7983
EMAIL ADDRESS: JBRANDT@ARLINGTONVA.Us

CONTRACT AUTHORIZATION

[Signature] 1-31-12
Mr. Ashley Barnes
Procurement Officer

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2
Commonwealth of Virginia
Virginia Information Technologies Agency

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: February 2, 2011

Contract #: VA-090202-SHI

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

Contractor: SHI International Corporation
33 Knightsbridge Road
Piscataway, NJ 08854

FIN: 22-3009648

Contact Person: Erik Schroeder
Toll Free: 888-764-8888 x8217
Office: 732-564-8217
Fax: 732-564-8218
Email: erik.schroeder@shi.com

Term: February 2, 2011 – February 1, 2012

Payment: Net 30 days

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chair Management

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

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MODIFICATION #1
TO
CONTRACT NUMBER VA-090202-SHI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SHI INTERNATIONAL CORP.

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Software House International, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-090202-SHI (the Agreement), as modified.

Supplier agrees to support VITA's policy and procedure regarding removal of data from hard drives required per COV ITRM Standard SEC514-03 for all Authorized User Product being returned and/or replaced, by not accepting any returned Product until the Authorized User validates to the Supplier that one of the following actions has been taken:

a.) If the hard drive malfunctions and data can be removed in accordance with the requirements in COV ITRM Standard SEC514-03 the drive may be returned to the Supplier for replacement under warranty or maintenance.

b.) Hard drives that are inoperable and do not allow data to be removed in accordance with the requirements in COV ITRM Standard SEC514-03 shall be physically destroyed using a method previously outlined.

c.) Hard drives returned due to non-acceptance after installation and acceptance testing or as a result of any Termination action, Infringement consequence or any other action shall have data removed or hard drives destroyed by the same methods prescribed in a) and b) above.

When Product is returned or destroyed due to Termination for Breach of Default by the Supplier, or as a result of Supplier's infringement of any third party's rights, the Supplier is responsible for and will bear all costs for Authorized User performing the required action in accordance with COV ITRM Standard SEC514-03. When Product is returned as a result of any warranty or maintenance-related remedy, the Authorized User is responsible for and will bear all costs for performing the required action in accordance with COV ITRM Standard SEC514-03.

The term of the contract is extended under the same terms for the period beginning February 2, 2011 through February 1, 2012.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090202-DALLY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.
SHL INTERNATIONAL CORP.
BY: Natalie Castagno
NAME: Natalie Castagno
TITLE: Contract Specialist
DATE: 1/13/11

COMMONWEALTH OF VIRGINIA
BY: Dan Nts
NAME: Samuel A Nixon Jr.
TITLE: CIO of the Commonwealth
DATE: 1/31/11
Commonwealth of Virginia
Virginia Information Technologies Agency

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: February 2, 2011

Contract #: VA-090202-SHI

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

Contractor: SHI International Corporation
33 Knightsbridge Road
Piscataway, NJ 08854

FIN: 22-3009648

Contact Person: Erik Schroeder
Toll Free: 888-764-8888 x8217
Office: 732-564-8217
Fax: 732-564-8218
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For Additional Contract Information, Please Contact:
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Phone: 804-415-6166
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TO
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When Product is returned or destroyed due to Termination for Breach or Default by the Supplier, or as a result of Supplier’s infringement of any third party’s rights, the Supplier is responsible for and will bear all costs for Authorized User performing the required action in accordance with COV ITRM Standard SEC514-03. When Product is returned as a result of any warranty or maintenance-related remedy, the Authorized User is responsible for and will bear all costs for performing the required action in accordance with COV ITRM Standard SEC514-03.

The term of the contract is extended under the same terms for the period beginning February 2, 2011 through February 1, 2012.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract VA-090202-DALY and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

between

The Virginia Information Technologies Agency
on behalf of
The Commonwealth of Virginia

and

SHI
HARDWARE AND MAINTENANCE CONTRACT
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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Software House International, Inc. ("Supplier"), a corporation headquartered at 33 Knightsbridge Road, Piscataway, NJ 08854, to be effective as of February 2, 2009 ("Effective Date").

1. PURPOSE
   This Contract sets forth the terms and conditions under which Supplier agrees to sell certain of Supplier's Product, and to provide various Services to the Authorized Users.

2. DEFINITIONS
   A. Acceptance
      Acceptance shall take the form of completed and successful acceptance testing in conformance with the Requirements as determined by the Authorized User.

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

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

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

   E. Maintenance Coverage Period (MCP)
      The term during which Maintenance is to be provided for a unit of Product.

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

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

   H. Party
      Supplier, VITA, or any Authorized User.
I. Product
Hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit C provided pursuant to this Contract.

J. Receipt (of Product)
An Authorized User or its Agent has physically received the Product at the correct "ship to" location.

K. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product as set forth in the applicable documentation, Exhibit A and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

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

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

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

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

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

3. TERM AND TERMINATION

A. Contract Term
This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of two (2) years. VITA, at its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial two (2) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Product ordered during the term of the Contract may extend beyond the term of this Contract. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until the Warranty or Maintenance Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

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

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

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

D. **Termination for Non-Appropriation of Funds**

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

E. **Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. **Transition of Services**

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Product-related Services to any other supplier with whom VITA or such Authorized User contracts for provision of Product-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at the hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. **Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa
Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

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

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure
Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order. Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery
Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. Product Trade-In and Upgrade

(To be determined prior to contract execution)
C. **Product Acceptance**
   .Product and/or Deliverables shall be considered accepted by Authorized User upon delivery, unless notice of rejection is provided to Supplier's authorized representative within 5 days after such delivery.

5. **PRODUCT SUPPORT AND ADDITIONAL SERVICES**

A. **Authorized User or Third Party Support**
   1. **Documentation and Support Availability**
      In the event that VITA terminates this Contract, Supplier shall pass-through from the OEM all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall pass-through from the OEM the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level.

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

C. **Parts and Maintenance Support**
   When provided by the OEM, Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of OEM's intent when notified by the OEM, to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

6. **WARRANTY AND REMEDY**

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

B. **Supplier Viability**
   Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract, that no legal proceedings have been threatened or brought against Supplier that could materially adversely affect performance of this Contract, and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

C. **Product**
   Supplier warrants the following with respect to the Product:
i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall conform to the description therein.

ii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

iii). Each Product delivered hereunder shall function in conformance with the Requirements;

iv). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and

v). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User’s use of the System Software, nor shall Supplier disable any Authorized User’s use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

Warranty of Product

vi). Supplier is a value added reseller ("VAR") of Product, not the OEM and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Supplier shall forward the warranties to VITA which are provided to Supplier from the OEM of the Product, and to the extent granted by the OEM, VITA shall be the beneficiary of the OEM’s warranties with respect to the Product. Supplier is not a party to any such terms between VITA and OEM and VITA agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM’s Product.

vii). VITA has made and will make its own selection of the Product to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, NO EXPRESS OR IMPLIED WARRANTY IS MADE WITH RESPECT TO THE SERVICES, PRODUCT OR DELIVERABLES TO BE PROVIDED BY SUPPLIER HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

viii).

1. Escalation Procedures
   TBD based on Supplier proposal.

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

7. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote
   Should an Authorized User determine that a competitive process is required to ensure it receives the best value, such Authorized User may, at its sole discretion, on a case-by-case basis and upon approval by VITA, use a Request for Quote (RFQ) process to obtain product identical or similar to that provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications
required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

In cases where the RFQ process is invoked, the Authorized User will issue an RFQ describing its requirements to potential suppliers, and suppliers will provide, at their discretion, within the timeframe specified in the RFQ, a detailed Statement of Work (SOW)-based quote. Any quote submitted to the Authorized User as a result of this process shall include (a) a detailed description of each item proposed, at the Exhibit C line item level, (b) the quantity of each such item, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended/total price.

Generally, the Authorized User will select the supplier offering the lowest total cost proposal. However, non-price factors may be included in the evaluation criteria for a given RFQ. Any purchase from Supplier that is a result of the RFQ process shall be subject to the terms and conditions specified and outlined in this Contract and any subsequent modifications. Additional terms and conditions may be requested or mandated within the RFQ document. To the extent that any terms and conditions of the Authorized User are inconsistent with the terms and conditions of this Contract, the terms and conditions of this Contract shall supersede.

B. Orders

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (eVA Home Page). eVA is the Commonwealth of Virginia's e-procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

ix). Purchase Order (PO): An official PO form issued by an Authorized User.

x). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

C. Purchase Price and Price Protection

Exhibit C sets forth the prices by Product type (including whole units and repairable major components thereof) and for manufacturer offered warranty services and Maintenance Services, and the appropriate Commonwealth discounts. The discounts offered shall not decrease for a
period of not less than two (2) years from the Effective Date of this Contract. Thereafter, any
decrease in discount from list price shall be limited to once per twelve (12) month period and
shall not exceed the lesser of three percent (3%) or the annual increase in the Consumer Price
Index for All Urban Consumers (CPI-U), U.S. City Average, for the expenditure category
"Information technology, hardware and services" as published by the Bureau of Labor Statistics
of the Department of Labor (http://www.bls.gov), for the effective date of the increase compared
with the same index one (1) year prior. Supplier shall demonstrate the added value for any
requested price increase or the manufacturer program change that resulted in the price discount
change. Any change in discount offered shall be submitted in writing in accordance with the
above and shall not become effective for sixty (60) days thereafter. Semi-annually, VITA may
check the prices for Product against the CPI-U, as defined above, for the expenditure category
"Information technology, hardware and services", and the discounts in Exhibit C shall be
appropriately changed to ensure continued price competitiveness, if required. Supplier agrees to
offer Product price reductions to ensure compliance with the Competitive Pricing Section.

D. Supplier-Sponsored Product Promotions
The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract
term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier
shall provide in writing to VITA, at least five (5) days prior to the promotion, the following
information: (i) the dates of the promotion or the duration of the promotion to include the
commencement date and the ending date; (ii) the exact Products or Services covered in the
promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall
communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding
the promotion. In any event wherein the Supplier proposes prices that are different than the
Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier
shall be in breach of the Contract, and VITA shall have all remedies available under Contract and
law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users.
Should the Supplier request a promotion that would be limiting, either through product
configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide
a written agreement. VITA and Supplier agree that promotions shall not target any one
Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This
assistance may consist of advertising space on Authorized User web sites, or other assistance at
an Authorized User's discretion.

E. Invoice Procedure
Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all
Products or Services have been accepted. Payment for Maintenance Services shall be annually
in arrears unless otherwise stated herein. No invoice shall include any costs other than those
identified in the executed order, which costs shall be in accordance with Exhibit C. Without
limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such
charges are identified in Exhibit C, or as noted in any executed order referencing this Contract.
Invoices issued by the Supplier shall identify at a minimum:

i). Product or Service type and description

ii). Product serial number, if any

iii). Quantity, charge and extended pricing for each Product and/or Service item

iv). Applicable order date

v). Ship date

vi). Ship-to location contact name
vii). This Contract number and the applicable order number
viii). Supplier’s Federal Employer Identification Number (FEIN).
Supplier shall submit separate invoices for the Maintenance charges (detailing the Product types
and quantities by Authorized User site), for billable additional services, and for any installation
services, including the appropriate Product Service Record or other agreed upon written
instrument. Additional invoices may be required by Authorized User from time to time detailing
charges for Product at affiliate locations by corporate department.

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

F. Purchase Payment Terms
Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue
invoices hereunder until Product has been accepted. Charges for Product or Services accepted
more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier
repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for
the amount over billed for each month that such over billing continues.

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

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

8. REPORTING

A. Supplier’s Report of Sales and Industrial Funding Adjustment
By the 10th day of every month, the Supplier shall submit the “Supplier Monthly Report of Sales”.
A template showing the format in which the report is to be submitted and contact information for
submission is available at
shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales
(defined for purposes of this report as all invoiced payments received by Supplier from all
Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for
submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales
value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered
by such “Supplier Monthly Report of Sales” within thirty (30) days after submitting the “Supplier
Monthly Report of Sales”. The IFA payment is equal to two percent (2%) of total sales reported
during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or
electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference
this Contract number, “report amounts”, and “report period” and shall be accompanied by a copy
of the relevant “Supplier Monthly Report of Sales”. Contact information for submission of IFA
payments is available at

Failure to comply with reporting, payment and distribution requirements of this section may result
in default of the Contract.
B. Small Business Participation
Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

9. CONFIDENTIALITY
A. Treatment and Protection
Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

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

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

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

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

10. INDEMNIFICATION AND LIABILITY
A. Indemnification
Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, “Commonwealth’s Indemnified Parties”) from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines (whether criminal or civil), judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”),
incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth’s Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing Services satisfactory to VITA. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall refund the price paid to Supplier for such Services.

B. Liability
Supplier shall have unlimited liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

11. SECURITY COMPLIANCE
Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized
User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier’s employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier’s employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of this Contract.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

12. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignation as allowed by this Contract, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise been terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar successor provision. It being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

13. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind or to commit VITA or any Authorized User to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference: http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf are also incorporated by reference.
The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

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

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

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

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

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

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

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

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

H. **No Waiver**
   Any failure to enforce any terms of this Contract shall not constitute a waiver.

I. **Assignment**
   This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

   If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

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

K. **Severability**
   Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

L. **Survival**
   The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract. In addition, the provisions of this Contract necessary for the use and operation of the Maintenance provisions herein, shall continue in effect through termination of the Maintenance Services ordered pursuant to the Maintenance provisions herein.

M. **Force Majeure**
   No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

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

O. **Right to Audit**
   VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:
ix). Three (3) years from Service performance date;

x). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

xi). Excludes access to Supplier cost information.

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

P. Offers of Employment

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

Q. Contract Administration

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

R. Entire Contract

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

Exhibit A Request for Proposal
Exhibit C Prices, Fees, Service Charges and Payment Schedule
Exhibit D Warranty and Maintenance Descriptions
Exhibit E Software Publisher's EULA, as amended (for reference only)
Exhibit F Certification Regarding Lobbying
Exhibit G SHI Return Policy
Exhibit H Awarded Categories

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit C, Exhibit A, Exhibit D, Exhibit G, Exhibit E.

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

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.
Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

SHI International Corp.
By: ____________________________
   (Signature)
Name: Thomas Nestor
   (Print)
Title: Contract Manager
Date: ____________________________

VITA
By: ____________________________
   (Signature)
Name: James T. Roberts
   (Print)
Title: Director Finance & Administration
Date: 2-02-09

Address for Notice:
SHI International Corp.
33 Knightsbridge Rd
Piscataway, NJ 08854
Attention: Thomas Nestor

Address for Notice:

Attention: Contract Administrator
EXHIBIT C
Notebook
Intel/AMD Based

### Toshiba Tecra M9 - PTM51U-Q5G010

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
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<td><strong>A. Standard Notebook Offering</strong></td>
<td>$1,349.00</td>
<td>12%</td>
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<td>NV102A0 Quadro® NVS 130M with 128MB DDR SDRAM</td>
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<td>Intel® Pro/Wireless 4965AGN (802.11a/b/g/n)</td>
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<td>Intel® Centrino® Pro Technology</td>
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<td>Intel 10/100 RJ-45/LAN with AMT 2.5</td>
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<td>Intel® Core™ 2 Duo T8100 (2.13GHz, 3MB L2, 800MHz FSB)</td>
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<td>1GB RAM = 1024MBx1 DDR2 667MHz</td>
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<td>Vista Basic Logo</td>
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<td>Genuine Windows Vista® Business SP1 (32-BIT) with Genuine Windows XP Professional SP2 Recovery Media</td>
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<td>80GB (5400 RPM) 8-ATA</td>
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<td>14.1&quot; WXGA (1280x800)</td>
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<td>8x DVD SuperMulti (Double Layer) with WinDVD Creator</td>
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<td>Bluetooth Version 2.0 +EDR</td>
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<td></td>
<td>Toshiba Diapoint™ painting device</td>
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<td>2 Years Standard Limited Warranty - Depot</td>
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### Toshiba Tecra M9 - PTM91U-0VQ010

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<td>Intel® Centrino® Pro Technology</td>
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<td>Intel 10/100 RJ-45/LAN with AMT 2.5</td>
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<td>Intel® Core™ 2 Duo T8300 (2.4GHz, 3MB L2, 800MHz FSB)</td>
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<td>2048MB = 1024MBx2 DDR2 667MHz</td>
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<td>Genuine Windows Vista® Business SP1 (32-BIT) with Genuine Windows XP Professional SP2 Recovery Media</td>
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<td>8x DVD SuperMulti (Double Layer) with WinDVD Creator</td>
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<td></td>
<td>Microsoft® Office Suite Ready 2007</td>
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<td>Toshiba Diapoint™ painting device</td>
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<td>2 Years Standard Limited Warranty - Depot</td>
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**Tablet**

Intel/AMD Based
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<td>2048MB = 1024MBx2 DDR2 667MHz</td>
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<td>Vista Premium Logo</td>
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<td>Avoid (2000 RPM) HDD</td>
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<td>Intel Wireless Link 4965AGN (802.11 a/b/g/n)</td>
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<tr>
<td>Integrated 1.3M Webcam and Microphone</td>
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<td>No Emergency Pen</td>
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*Units above are the offerings for this Bld. Discount applies to these units only and not to entire Toshiba line. Additional Options and/or Services are not included in this pricing as these are set configurations.*

*Please reference the Log In information to view the Pricelist at www.shi.com/yourhome.asp*

**Academic - See "News" Section**
User ID: vitaauseracad
Password: va808vitae

**Government - See "News" Section**
User ID: vitaausergov
Password: va808vitag