NOTICE OF RENEWAL OF CONTRACT

TO: CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS, IL 60061

DATE ISSUED: JANUARY 24, 2013

CONTRACT NO: 562-12

CONTRACT TITLE: DTS - IT HARDWARE AND SOFTWARE - CDWG

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 THIRD year of a possible FOUR year contract.

The contract documents consist of the terms and conditions of Agreement No. 562-12 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

REFER TO EXHIBIT A, VITA CONTRACT NUMBER VA-090202-CDWG

ATTACHMENT:

AGREEMENT 562-12

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: NICOLE TUZZOLINO
TELEPHONE NO.: 866-850-5223
EMAIL ADDRESS: NICOTUZ@CDW.COM

VENDOR PAYMENT TERMS: NET 30 DAYS
TELEPHONE NO.: 703-228-7983
EMAIL ADDRESS: JBRANDT@ARLINGTONVA.US

COUNTY CONTACT: JEFF BRANDT

CONTRACT AUTHORIZATION

1-24-13
Mr. Ashley Barnes
Procurement Officer

DISTRIBUTION

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

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: December 4, 2012

Contract #: VA-090202-CDWG

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: CDW-G
230 N. Milwaukee Avenue
Vernon Hills, IL 60061-9740

FIN: 36-3310735

Contact Person: Nicole Tuzzolino
Voice: 866-850-5223
Fax: 847-990-8124
Email: nicotuz@cdw.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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December 4, 2012

CDW-G
Attn: Nicole Tuzzolino

Per Section 3.A. ("Term and Termination") of contract VA-090202-CDWG, 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
NOTICE OF RENEWAL OF CONTRACT

TO: CDW GOVERNMENT, LLC
230 N. MILWAUKEE AVENUE
VERNON HILLS, IL 60061

DATE ISSUED: FEBRUARY 1, 2012
CONTRACT NO: 562-12
CONTRACT TITLE: DTS - IT HARDWARE AND SOFTWARE - CDWG

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, 2012 and expires on FEBRUARY 1, 2013.

This is the SECOND year of a possible FOUR year contract.

The contract documents consist of the terms and conditions of Agreement No. 562-12 including any exhibits attached or amendments thereto.

CONTRACT PRICING:
REFER TO EXHIBIT A, VITA CONTRACT NUMBER VA-090202-CDWG

ATTACHMENT:
AGREEMENT 562-12

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

| VENDOR CONTACT: NICOLE TUZZOLINO | TELEPHONE NO.: 866-850-5223 |
| VENDOR PAYMENT TERMS: NET 30 DAYS | EMAIL ADDRESS: NICOTUZ@CDW.COM |
| COUNTY CONTACT: JEFF BRANDT | TELEPHONE NO.: 703-228-7983 |
| EMAIL ADDRESS: JBRANDT@ARLINGTCNVA.US |

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Commonwealth of Virginia
Virginia Information Technologies Agency

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: January 27, 2012
Contract #: VA-090202-CDWG
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: CDW-G
230 N. Milwaukee Avenue
Vernon Hills, IL 60061-9740
FIN: 36-3310735
Contact Person: Nicole Tuzzolino
Voice: 866-850-5223
Fax: 847-990-8124
Email: nicotuz@cdw.com
Term: February 2, 2012 – February 1, 2013
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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MODIFICATION #3
TO
CONTRACT NUMBER VA-090202-CDWG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CDW GOVERNMENT LLC

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and CDW GOVERNMENT LLC, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-090202-CDWG (the Agreement), as modified.

Modification #3 allows for an extension to the above referenced contract
The term of the contract is extended under the same terms for the period beginning
February 2, 2012 through February 1, 2013.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090202-CDWG 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.

CDW GOVERNMENT LLC
BY: ____________________________
NAME: Tara Barbieri
TITLE: Director, Program Sales
DATE: 1-26-12

COMMONWEALTH OF VIRGINIA
BY: ____________________________
NAME: Dana A. Smith
TITLE: Director, Financial Administration
DATE: 1-26-12
RIDER AGREEMENT NO. 562-12

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills IL 60061 ("Contractor"), an Illinois limited liability corporation authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. **CONTRACT DOCUMENTS**
The Contract Documents consist of this Agreement and Exhibit A (Virginia Information Technology Agency ["VITA"] Contract Number VA-090202-CDWG), together with any exhibits and amendments issued or applicable thereto ("Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by VITA and extended by the Contractor to the County on the same terms and conditions as the Contractor’s agreement with VITA, and substituting the phrases “County Board of Arlington County” or “Arlington County”, as appropriate, for the phrases “VITA”, “State”, “Commonwealth of Virginia” or “Commonwealth” wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents.

2. **CONTRACT TERM**
The Contractor’s sale of products for the County ("Work") shall commence on the date of execution of this Agreement by the County and be completed no later than February 1, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor under the same contract unit prices for not more than three (3) additional twelve (12) month periods from February 2, 2012 to February 1, 2015 (Each such period shall be referred to as a "Subsequent Contract Term").

3. **PROJECT OFFICER**
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

4. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.
5. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

6. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor’s obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

7. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably
necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

8. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

9. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**
During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers’ compensation, normally provided by the County for its employees.

11. **DISPUTE RESOLUTION**
All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

12. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

13. **NOTICES**
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Tara Barbieri  
2 Enterprise Dr., Suite 404  
Shelton, CT 06484  

General Counsel  
230 N. Milwaukee Avenue  
Vernon Hills, IL 60061
TO THE COUNTY:

The County Project Officer

Jeff Brandt
2100 Clarendon Blvd., Suite 600
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

14. ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: __________________________
NAME: RICHARD D. WARREN, JR.
TITLE: PURCHASING AGENT
DATE: 11-21-11

CDW GOVERNMENT LLC

AUTHORIZED SIGNATURE: __________________________
NAME AND TITLE: Tara Barbieri, Director, Program Sales
DATE: 11 NOV 2011

Reviewed
By: ______________
Commonwealth of Virginia
Virginia Information Technologies Agency

INFORMATION TECHNOLOGY HARDWARE, SOFTWARE & SERVICES
Optional Use

Date: July 11, 2011

Contract #: VA-090202-CDWG

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: CDW-G
230 N. Milwaukee Avenue
Vernon Hills, IL 60061-9740

FIN: 36-3310735

Contact Person: Nicole Tuzzolino
Voice: 866-850-5223
Fax: 847-990-8124
Email: nicotuz@cdw.com

Term: February 2, 2011 – February 1, 2012

Payment: Net 30 days

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

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

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MODIFICATION #2
TO
CONTRACT NUMBER VA-090202-CDWG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CDW GOVERNMENT LLC

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and CDW GOVERNMENT LLC, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-090202-CDWG (the Agreement), as modified.

Exhibit E (EULA) from the Hardware and Maintenance Contract is no longer associated with VA-090202-CDWG

Exhibit A (Software Functional Requirements) from the Software License Contract is no longer associated with VA-090202-CDWG

Exhibit C (Software Maintenance Services) from the Software License Contract is no longer associated with VA-090202-CDWG

Exhibit D (EULA) from the Software License Contract is no longer associated with VA-090202-CDWG

Exhibit E (Escrow Agreement) from the Software License Contract is no longer associated with VA-090202-CDWG

Exhibit A (Service Requirements) from the Information Technology Services Contract is no longer associated with VA-090202-CDWG

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-090202-CDWG 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.

CDW GOVERNMENT LLC
BY: [Signature]
NAME: Tara Barbieri
TITLE: Director, Program Sales
DATE: 22 June 2011

COMMONWEALTH OF VIRGINIA
BY: [Signature]
NAME: [Signature]
TITLE: Controller
DATE: 7/7/2011
MODIFICATION #1  
TO  
CONTRACT NUMBER VA-090202-CDWG  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
CDW GOVERNMENT LLC  

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 CDW GOVERNMENT LLC, 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-CDWG (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 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-CDWG 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.
CDW GOVERNMENT LLC

BY:  [Signature]

NAME:  Tara Barbieri

TITLE:  Director, Program Sales

DATE:  01/11/2011

COMMONWEALTH OF VIRGINIA

BY:  [Signature]

NAME:  Samuel A. Nixon II

TITLE:  CIO of the Commonwealth

DATE:  1/31/11

Modification #1
To Contract VA-090302-CDWG
Hardware and Maintenance Contract

between

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

and

CDW GOVERNMENT, INC.
# HARDWARE AND MAINTENANCE CONTRACT

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HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as “VITA”), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and CDW Government, Inc. ("Supplier"), a corporation headquartered at 230 N. Milwaukee Ave Vernon Hills IL 60061, 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. For orders for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User. For orders for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User’s order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, 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 result in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one half percent (1/2%) of the total purchase price, for each day that the Product is undelivered or unoperational for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order and collect as late delivery damages one percent (1%) of the total purchase price. Any credit due the Authorized User will be applied to the next periodic invoice. In addition, in the event the Supplier fails for any reason to deliver within thirty (30) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items, or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User’s cost to cover from the alternate source. In
no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User’s notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

C. Product Trade-in and Upgrade
(To be determined prior to contract execution)

D. Product Installation
Unless otherwise agreed, Supplier shall not provide the initial installation of any Product. Unless otherwise indicated, installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

E. Product Acceptance
Product shall be deemed accepted upon Acceptance by the ordering Authorized User. Such Authorized User shall commence Acceptance testing upon Receipt/installation of the Product. Acceptance testing will be no longer than fifteen (15) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf, or a successor URL(s)). Authorized User shall provide to Supplier written notice of non-Acceptance upon unsuccessful Acceptance testing. Should Authorized User fail to provide Supplier written notice of unsuccessful Acceptance testing within fifteen (15) days following Receipt, the Product(s) shall be deemed to successfully operate in accordance with the Requirements.

F. Cure Period
Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product for re-testing within seven (7) days of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Product which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a “partial Acceptance” of the Product with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Product and any Services to be provided thereunder by Supplier.

G. Product Discontinuation
During the term of this Contract, if any Product listed on Exhibit C is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User’s needs for the discontinued Product for not less than twelve (12) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.
5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit C, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit C, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit C attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit C, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Engineering Changes and Product Modification

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

C. Training

The Product purchase price includes all costs for the training of one trainer at the ordering Authorized User's designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

D. Parts and Maintenance Support

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

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts
in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, to the extent permitted by the manufacturer, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

E. Inventory Record
For certain Products specified by Supplier, Supplier shall maintain, at no additional cost, a record of all units of Product covered under warranty/maintenance by type, quantity and location, including the end date for each unit’s Warranty Period or maintenance term (“Inventory Record”). Product quantities and types may vary as Product is added or deleted from coverage, and Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon such notification, Supplier shall amend the Inventory Record to reflect such relocation, addition, or deletion of Product. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

F. Product Service Record
Supplier shall maintain, at no additional cost and to the extent provided by the manufacturer, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record shall record the following for such unit of Product: (i) installation/relocation/removal/modifications; (ii) remedial actions; (iii) preventive actions; (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

G. Additional Services
In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User’s communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit C. Furthermore, Supplier shall, upon request of an Authorized User by means of an order issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit C and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. WARRANTY AND REMEDY
   A. Supplier
Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.
B. Ownership
Supplier is the owner of the Product or otherwise has the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

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

D. Compatibility
Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

E. Product
Supplier warrants the following with respect to the Product:

i). Product pursuant to a particular Request for Proposal (RFP), quote, or Request for Quote (RFQ), shall be a bona fide article of the type specified in this Contract and in the applicable order;

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

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

iv). No engineering change made to the Product or System Software revisions shall degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and in the Product manufacturer's published specifications;

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

vi). The System Software shall not contain any device or code (e.g., time bomb) embed 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 database or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

F. Performance Standards and Mean Time Between Failure
For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit B. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit B, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards
within thirty (30) days, the Authorized User may, at its option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

G. Warranty Services
During the warranty period of one year (1) year, or as specified in the applicable order, Supplier warrants that the Product shall meet or exceed the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit C. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier’s warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times. If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier’s receipt of Authorized User’s written notice, in the form of a modification to an order.

Authorized User’s designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User’s agreement administrator designated on the relevant order.

1. Product Covered
   Exhibit C lists all Product types covered under warranty.

2. Preventive Maintenance
   Supplier’s Preventive Maintenance offerings and responsibilities, and the Authorized User’s associated remedies, are described in Exhibit D.

3. Remedial Maintenance
   Supplier’s Remedial Maintenance offerings and responsibilities, and the Authorized User’s associated remedies, are described in Exhibit D.

4. Replacement Parts
   Supplier’s offerings and responsibilities related to Replacement Parts, and the Authorized User’s associated remedies, are described in Exhibit D.

5. Spares
   Supplier’s offerings and responsibilities related to Spares, and the Authorized User’s associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects
   Supplier’s offerings and responsibilities related to notification and correction of defects, and the Authorized User’s associated remedies, are described in Exhibit D.

7. One-year Depot Warranty
   Supplier’s depot warranty offerings and responsibilities are described in Exhibit D.

8. On-site Warranty
   Supplier’s on-site warranty offerings and responsibilities are described in Exhibit D.

9. System Software Warranty
   As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services
(including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases
Supplier’s responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage
Supplier’s offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times
Supplier’s response and restore times related to use, problems, and operation of the System Software, and Authorized User’s associated remedies, are described in Exhibit D.

d) Software Evolution
Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

Subject to the terms of the manufacturer’s end user license agreement, if Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

Subject to the terms of the manufacturer’s end user license agreement, if Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

10. Escalation Procedures
TBD based on Supplier proposal.

11. Remedies
In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User’s request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

12. Product Maintenance Services and Renewal Options
At least sixty (60) days prior to the expiration of the Warranty Period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance for a period of one (1) year (Maintenance Coverage Period) and for the annual fee identified in Exhibit C. Supplier
warrants that it shall make Maintenance Services available for all the Product, including System Software, listed in Exhibit C, or which are components of Products listed in Exhibit C, for a period of at least five (5) years from the expiration of the initial Warranty Period of any Product provided to an Authorized User pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

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

7. MAINTENANCE SERVICES
Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit C without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D provides detailed descriptions of the Supplier’s warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Authorized User’s designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User’s agreement administrator designated on the relevant order.

A. Ordering
An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:
- Product and, if applicable, serial number, for which Maintenance Services shall be provided,
- Maintenance Level to be provided, and
- MCP for the Product Maintenance.
Authorized User may elect, at any time, an alternative Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier’s receipt of Authorized User’s written notice, in the form of a modification to an order.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order for Maintenance on such Product.
Co-termination of MCP, TBD based on Supplier proposal.

B. Renewal
At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year’s Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.
C. Services
Maintenance Services shall be as follows:

1. Product Covered
   Exhibit C lists all Product types for which Supplier offers Maintenance Services. No
   Authorized User is obligated to continue Maintenance Services on Product that has been
   removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance
   Supplier’s Preventive Maintenance offerings and responsibilities, and the Authorized User’s
   associated remedies, are described in Exhibit D.

3. Remedial Maintenance
   Supplier’s Remedial Maintenance offerings and responsibilities, and the Authorized User’s
   associated remedies, are described in Exhibit D.

4. Replacement Parts
   Supplier’s offerings and responsibilities related to Replacement Parts, and the Authorized
   User’s associated remedies, are described in Exhibit D.

5. Spares
   Supplier’s offerings and responsibilities related to Spares, and the Authorized User’s
   associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects
   Supplier’s offerings and responsibilities related to notification and correction of defects, and
   the Authorized User’s associated remedies, are described in Exhibit D.

7. Advanced Replacement Services
   Supplier’s advanced replacement service offerings and responsibilities are described in
   Exhibit D.

8. On-site Maintenance Services
   Supplier’s on-site maintenance service offerings and responsibilities are described in Exhibit
   D.

9. System Software Maintenance
   During the MCP and as part of the standard Maintenance Services offering, Supplier shall
   provide the following Maintenance Services (including unlimited telephonic support and all
   necessary travel and labor) without additional charge to any Authorized User to maintain the
   System Software in accordance with the Requirements:
   a) New Releases
      Supplier’s responsibilities related to new releases of System Software and
      Documentation are described in Exhibit D.
   b) Coverage
      Supplier’s offerings and responsibilities related to coverage for telephonic and written
      consultation in connection with use, problems, and operation of the System Software are
      described in Exhibit D.
   c) Response and Restore Times
      Supplier’s response and restore times related to use, problems, and operation of the
      System Software, and any associated remedies, are described in Exhibit D.
   d) Software Evolution
      Should Supplier merge or splinter the System Software previously provided to any
      Authorized User, such action on the part of Supplier shall not in any way result in any
Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User shall be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

10. Escalation Procedures
TBD based on Supplier proposal.

11. Remedies
In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User’s request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

8. SCOPE OF USE
To the extent permitted by the manufacturer, any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. To the extent permitted by the manufacturer, Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, to the extent permitted by the manufacturer, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

9. SOFTWARE LICENSE
If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.
A. License Grant
Supplier hereby grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use, and to permit any agent of the Commonwealth or such Authorized User to use, System Software for each Product. Each license granted under this Contract authorizes the Commonwealth or such Authorized User and any agent of the Commonwealth or such Authorized User to use Supplier-licensed programs in machine readable form on any system without limitation. It is expressly understood that “perpetual” license rights shall commence upon delivery of the System Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Commonwealth or the Authorized User.

B. Limitations on Copying and Disclosure
The Commonwealth, an Authorized User, or any agent of the Commonwealth or such Authorized User may make a reasonable number of backup, archival, and disaster recovery copies of the System Software. Any copies of the software or documentation made by the Commonwealth or an Authorized User pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, neither the Commonwealth nor the Authorized User shall distribute same to any third-party without Supplier's prior written consent. The Commonwealth may distribute the System Software and documentation if such distribution is incidental to transfer of Product to which it has taken title. Neither the Commonwealth nor any Authorized User may resell the System Software except if such resale is incidental to the resale of Product to which the Commonwealth or such Authorized User has taken title.

C. Business Continuity and Recovery
[Option 1] Authorized User or its Agent may run the System Software concurrently at a back-up site. In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

System Software licensed by Software Publisher Supplier shall provide System Software for Product. Such System Software is licensed directly from the Software Publisher through the end user licensing agreement (EULA), as amended, attached hereto as Exhibit E. [end Option 2]

[The following provisions apply to both Option 1 and Option 2.]

D. Authorized User Compliance
Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

E. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)
Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.
10. ORDERS AND COMPENSATION

A. Supplier Quote and Request for Quote

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

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

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

B. Orders

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (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:

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

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

D. Supplier-Sponsored Product Promotions

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

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

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

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

E. Invoice Procedure

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

i). Product or Service type and description

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

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

F. Purchase Payment Terms
Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been 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 15 days after Acceptance.

11. 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 http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls. The report 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

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.
In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

12. COMPETITIVE PRICING
Subject to applicable law and competitive market consideration, Supplier represents that it will use reasonable commercial efforts to offer prices for products herein that are competitive with the prices offered by Supplier to other similarly situated customers under the same terms and conditions for purchase of a comparable volume of the same products from Supplier.

13. 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.

14. 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 Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to 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 Product or any Product component or that the provision of Services under this Contract infringes any third party’s intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth’s Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability
IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE CONTRACTUAL 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.
Except for liability with respect to (i) any intentional or willful misconduct or negligence of any
employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or
subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible
property damage, (iv) Supplier’s indemnification obligations, (v) Supplier’s confidentiality
obligations, and (vi) Supplier’s security compliance obligations, SUPPLIER OR ANY OF ITS
AFFILIATES, THE ENTIRE LIABILITY OF SUPPLIER AND ITS AFFILIATES FOR
CONTRACTUAL DAMAGES WILL NOT EXCEED THE GREATER OF: (A) TWICE THE
DOLLAR AMOUNT PAID BY THE AUTHORIZED USER FOR EITHER THE PRODUCT(S)
GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM; OR
(B) $100,000.00.

15. 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.

16. BANKRUPTCITY
If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases
business operations for any reason and other than assignment as allowed by this Contract, then
VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on
notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate
assurance of the future performance of this Contract or the applicable order. If bankruptcy
proceedings are commenced with respect to Supplier, and if this Contract has not otherwise
terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or
rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor
provision, it being agreed by VITA and Supplier that this is an executory contract. Any such
suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a
breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or
enforce any of its rights under this Contract or otherwise.
17. 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. In order to provide agencies with all information available regarding compliance with Section 508 accessibility standards, so that they can make informed decisions, Supplier makes available on its website, www.cdwg.com/508, accessibility features on products and services it offers for sale. Supplier’s website includes information and links to manufacturers for each product or service with Section 508 information. This information is compiled using information received from the manufacturer, and Supplier will make all reasonable efforts to ensure that the information is timely and appropriately updated.

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 subconcontracting 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, Supplier shall not hire an employee of VITA who has substantially worked on any project covered by this Contract without prior written consent.

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

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

- **Exhibit A** Request for Proposal
- **Exhibit B** N/A
- **Exhibit C** Prices, Fees, Service Charges and Payment Schedule
- **Exhibit D** Warranty and Maintenance Descriptions
- **Exhibit E** Software Publisher’s EULA, as amended (for reference only)
- **Exhibit F** Certification Regarding Lobbying
- **Exhibit G** 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 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.

CDW Government, Inc.
By: ____________
(Signature)
Name: Tara K. Barbieri
(Print) Director, Program Sales
Title: __________________________
Date: ____________

VITA
By: ____________
(Signature)
Name: James T. Roberts
(Print)
Title: Director Finance & Administration
Date: ____________

Address for Notice:
CDW Government, Inc.
2 Enterprise Drive, Suite 404
Shelton, CT 06484
Attention: Director, Program Sales

Address for Notice:


Attention: Contract Administrator

With a copy to:
CDW Government, Inc.
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
Attn: General Counsel
Tab 3
### A. General

<table>
<thead>
<tr>
<th>Requirements</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Can you sell to all locations of all public bodies in the entire Commonwealth of Virginia? Will you be incorporating subcontractors or alliances? Please provide the details of your plan.</td>
<td>Y</td>
<td>CDW•G is able to provide sales of all proposed products to the entire Commonwealth of Virginia. We pride ourselves on the logistical strength of our distribution centers and in our ability to reach the most metropolitan as well as most remote customers. Please see a virtual tour of our capabilities and services at the following link. <a href="http://www.cdwvirtualtours.com/vtx/default.aspx?messageId=21343&amp;userId=303835">http://www.cdwvirtualtours.com/vtx/default.aspx?messageId=21343&amp;userId=303835</a></td>
</tr>
<tr>
<td>2. Can you provide service to all locations of all public bodies in the entire Commonwealth of Virginia? Will you be incorporating subcontractors or alliances? Please provide the details of your plan.</td>
<td>Y</td>
<td>CDW•G is able to provide onsite services both directly and through our service partner network. Please see our SWaM partners listed in Appendix D.</td>
</tr>
<tr>
<td>3. VITA strongly encourages Suppliers to develop a catalog website that interfaces with eVA. Can your company produce a punch-out catalog website? Refer to: <a href="http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm">http://www.eva.virginia.gov/vendors/pages/catalogcreation.htm</a> Please provide either screen shots or a link to serve as an example.</td>
<td>Y</td>
<td>Yes CDW•G has been a VAR on eVA for four years. Please cut and paste the following link into a browser to view our solution: <a href="http://www.cdwg.com/transactive/punchout/handofftarget.asp?SessionKey=170A5161AFE44697B353AD3E03F8DB42">http://www.cdwg.com/transactive/punchout/handofftarget.asp?SessionKey=170A5161AFE44697B353AD3E03F8DB42</a></td>
</tr>
</tbody>
</table>

VITA has its own customized CDW•G extranet that is available to users 24 hours per day, seven days a week. This value-added tool makes working with CDW•G easy, convenient and efficient. We have been the pioneers in tapping the power of the web – and we continue to develop enhancements based on customer feedback. Our extensive suite of extranet tools is provided to VITA at no additional cost. It enables you to:

- Facilitate product standardization
- Automate purchase approvals and control rogue purchasing
- Communicate standards to all users
- Maintain customized catalog(s)
- Maintain consistent pricing across the organization
- Create quotes right from your shopping cart
- Provide up-to-date order and delivery status including backorders
- Track purchases by each agency and affiliate
- Simplify software licensing and ensure compliance that minimizes costly fees
- Track your IT assets across your organization
- Provide flexible reporting capabilities using
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<th></th>
<th>Description</th>
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<tr>
<td></td>
<td>pivot table technology</td>
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<td>- Track up to three years of purchase history</td>
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<td>- Upload reports in Excel format</td>
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<td>- Access online chat support</td>
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<td></td>
<td>CDW•G will continue to build new e-Procurement solutions and feature</td>
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<td>enhancements based on customer feedback. We strive to regularly incorporate</td>
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<td>new features and capabilities that ease your inventory headaches</td>
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<tr>
<td>4.</td>
<td>Can your firm have a catalog website up, functioning and interfacing with eVA</td>
<td>Y</td>
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<td></td>
<td>within 30 days of contract award?</td>
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<tr>
<td></td>
<td>CDW•G’s eVA interfacing, catalogue website is live. We can perform most</td>
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<tr>
<td></td>
<td>edits in 5 business days or less.</td>
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<tr>
<td>5.</td>
<td>Will your firm have a dedicated account management team on this contract?</td>
<td>Y</td>
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<tr>
<td></td>
<td>Please provide details.</td>
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<td></td>
<td>CDW•G currently has an account management team consisting of:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 29 inside account managers</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- 4 inside sales managers</td>
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<tr>
<td></td>
<td>A complete list of your dedicated inside account management team follows.</td>
<td></td>
</tr>
</tbody>
</table>
Dedicated inside Account team for VITA (below) is the first point of contact to a support team of over 820 Engineer and Specialists to help develop and support the right product or solution for your individual needs.

### Government

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jon Mazella</td>
<td>Sales Manager</td>
<td><a href="mailto:Jonmaz@cdwg.com">Jonmaz@cdwg.com</a></td>
<td>866-776-7415</td>
</tr>
<tr>
<td>Adam Slater</td>
<td>Account Manager</td>
<td><a href="mailto:admazla@cdwg.com">admazla@cdwg.com</a></td>
<td>866-643-9339</td>
</tr>
<tr>
<td>Andrew Stall</td>
<td>Account Manager</td>
<td><a href="mailto:andrsta@cdwg.com">andrsta@cdwg.com</a></td>
<td>866-723-2011</td>
</tr>
<tr>
<td>Billy Thomas</td>
<td>Account Manager</td>
<td><a href="mailto:billy.thomas@cdwg.com">billy.thomas@cdwg.com</a></td>
<td>866-687-2701</td>
</tr>
<tr>
<td>Conor Macfarlane</td>
<td>Account Manager</td>
<td><a href="mailto:conomac@cdwg.com">conomac@cdwg.com</a></td>
<td>866-224-1130</td>
</tr>
<tr>
<td>Justin Martin</td>
<td>Account Manager</td>
<td><a href="mailto:Justin.martin@cdwg.com">Justin.martin@cdwg.com</a></td>
<td>866-785-2596</td>
</tr>
<tr>
<td>Garry Hickerson</td>
<td>Account Manager</td>
<td><a href="mailto:garyhic@cdwg.com">garyhic@cdwg.com</a></td>
<td>877-325-3393</td>
</tr>
<tr>
<td>Jaime Jusino</td>
<td>Account Manager</td>
<td><a href="mailto:jaimjus@cdwg.com">jaimjus@cdwg.com</a></td>
<td>866-643-9336</td>
</tr>
<tr>
<td>Joe Barese</td>
<td>Account Manager</td>
<td><a href="mailto:josebar@cdw.com">josebar@cdw.com</a></td>
<td>866-819-6497</td>
</tr>
<tr>
<td>Kevin Cucuel</td>
<td>Account Manager</td>
<td><a href="mailto:kevicuc@cdw.com">kevicuc@cdw.com</a></td>
<td>866-613-1173</td>
</tr>
<tr>
<td>Andrew Cooling</td>
<td>Account Manager</td>
<td><a href="mailto:andrecoo@cdw.com">andrecoo@cdw.com</a></td>
<td>866-784-1684</td>
</tr>
<tr>
<td>Karren Nash</td>
<td>Account Manager</td>
<td><a href="mailto:Karmas@cdw.com">Karmas@cdw.com</a></td>
<td>866-819-6498</td>
</tr>
<tr>
<td>Craig McDonough</td>
<td>Account Manager</td>
<td><a href="mailto:craimcd@cdw.com">craimcd@cdw.com</a></td>
<td>866-795-3448</td>
</tr>
<tr>
<td>Marshall Anderson</td>
<td>Account Manager</td>
<td><a href="mailto:marsand@cdw.com">marsand@cdw.com</a></td>
<td>866-833-9532</td>
</tr>
<tr>
<td>Craig Ventrice</td>
<td>Account Manager</td>
<td><a href="mailto:craiven@cdw.com">craiven@cdw.com</a></td>
<td>866-849-5216</td>
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### Higher Education

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Patrick Walsh</td>
<td>Sales Manager</td>
<td><a href="mailto:patriwal@cdw.com">patriwal@cdw.com</a></td>
<td>877-845-5032</td>
</tr>
<tr>
<td>Ed Voiculescu</td>
<td>Account Manager</td>
<td><a href="mailto:eddivoi@cdw.com">eddivoi@cdw.com</a></td>
<td>877-259-4215</td>
</tr>
<tr>
<td>Gabe Monteleone</td>
<td>Account Manager</td>
<td><a href="mailto:gabemon@cdwg.com">gabemon@cdwg.com</a></td>
<td>877-263-8254</td>
</tr>
<tr>
<td>Herson Estrada</td>
<td>Account Manager</td>
<td><a href="mailto:hersest@cdw.com">hersest@cdw.com</a></td>
<td>877-208-2246</td>
</tr>
<tr>
<td>Jason Guenther</td>
<td>Account Manager</td>
<td><a href="mailto:jasonandmitch@cdwg.com">jasonandmitch@cdwg.com</a></td>
<td>866-723-3395</td>
</tr>
<tr>
<td>Jason Hart</td>
<td>Account Manager</td>
<td><a href="mailto:jasohar@cdw.com">jasohar@cdw.com</a></td>
<td>877-530-8815</td>
</tr>
<tr>
<td>Jon Chase</td>
<td>Account Manager</td>
<td><a href="mailto:joncha@cdwg.com">joncha@cdwg.com</a></td>
<td>877-208-4011</td>
</tr>
<tr>
<td>Justin Dickert</td>
<td>Account Manager</td>
<td><a href="mailto:justind@cdw.com">justind@cdw.com</a></td>
<td>877-401-5220</td>
</tr>
<tr>
<td>Miguel Castro</td>
<td>Account Manager</td>
<td><a href="mailto:migucas@cdwg.com">migucas@cdwg.com</a></td>
<td>877-897-2834</td>
</tr>
<tr>
<td>Mitch Huffington</td>
<td>Account Manager</td>
<td><a href="mailto:jasonandmitch@cdwg.com">jasonandmitch@cdwg.com</a></td>
<td>866-723-1550</td>
</tr>
<tr>
<td>Sean Duffy</td>
<td>Account Manager</td>
<td><a href="mailto:seanduf@cdw.com">seanduf@cdw.com</a></td>
<td>877-897-2928</td>
</tr>
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### K-12

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Email</th>
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<tbody>
<tr>
<td>Joe Kurtz</td>
<td>Sales Manager</td>
<td><a href="mailto:joe.kurtz@cdwg.com">joe.kurtz@cdwg.com</a></td>
<td>866-339-4895</td>
</tr>
<tr>
<td>Derek DellaMonica</td>
<td>Account Manager</td>
<td><a href="mailto:deredel@cdw.com">deredel@cdw.com</a></td>
<td>866-773-7445</td>
</tr>
<tr>
<td>Robyn Musicant</td>
<td>Account Manager</td>
<td><a href="mailto:robyn.musicant@cdwg.com">robyn.musicant@cdwg.com</a></td>
<td>866-773-7440</td>
</tr>
<tr>
<td>Ashley Pratt</td>
<td>Account Manager</td>
<td><a href="mailto:ashlpra@cdw.com">ashlpra@cdw.com</a></td>
<td>866-819-6496</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
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<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chris Webb</td>
<td>Sales Manager</td>
<td><a href="mailto:chris.webb@cdwg.com">chris.webb@cdwg.com</a></td>
<td>866 769-8474</td>
</tr>
<tr>
<td>Rob Chlupsa</td>
<td>Account Manager</td>
<td><a href="mailto:Robechl@cdw.com">Robechl@cdw.com</a></td>
<td>866 784-1652</td>
</tr>
<tr>
<td>Mike MacDonald</td>
<td>Account Manager</td>
<td><a href="mailto:michmac@cdw.com">michmac@cdw.com</a></td>
<td>866 687-3183</td>
</tr>
<tr>
<td></td>
<td>Question</td>
<td>Answer</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>6.</td>
<td>Will your firm have more than one field account executive on this contract? Please provide details.</td>
<td>F</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CDW•G is expanding and will continue expand our inside and outside sales team as needed to support the Commonwealth. We are actively seeking and plan to have another Education FAE in Virginia within 6 months. Carl Dodson is currently our Government Field Account Executive in VA. We also have CDW•G Field Engineering resources in VA including: - Rahul Mathur (CCNP) - David Lanexang (CCIE) - Peter Park (CCIE) - Tim Xia (CCNP) - Phil Simerly (CCNP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Does your firm have the marketing ability and resources to promote this contract to schools, universities, local and state agencies? Please provide marketing plan and examples of marketing tools.</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Yes. CDW•G will help develop a mutually beneficial marketing campaign for VITA as well as individual entities, institutions and schools. Please see an example of our marketing collateral on the following page. Marketing plans can include: - On-site and regional event visits - Email / phone / print awareness campaigns - webinars, product promotions and purchasing trainings - customized Premium web pages - Student intern programs (may be available for higher education) - Inclusion in our catalogues <a href="http://www.fedtechmagazine.com/">http://www.fedtechmagazine.com/</a> <a href="http://statetechmag.com/">http://statetechmag.com/</a> <a href="http://edtechmag.com/">http://edtechmag.com/</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Symantec Corporation partners with CDW•G to help Texas state and local governments meet their technology needs.

We are pleased to announce that Texas DIR Contract # DIR-SDD-600 has been awarded to Symantec, and that CDW•G is an authorized reseller for this contract. Now CDW•G makes it even easier for you to get the technology you want on the State of Texas term contracts you need.

As one of the industry’s leaders in security protection, take advantage of Symantec’s products to keep your organization safe from threats.

Through this CDW•G partnership, find an extensive range of products from Symantec Corporation that safeguard your agency’s notebooks, desktops, servers and more. Designed to securely control internal access while shielding against external threats, Symantec’s extensive licensing and featured solutions help meet your network protection needs.

Texas DIR Contract # DIR-SDD-600

Call your CDW•G account manager today to learn more about this partnership.

To search the complete list of products and prices on contract, please visit the Contract Center by clicking HERE.
8. Will your proposed product line be compatible with the following operating systems, Microsoft Windows 98, 2000, NT, 2003 Server, XP and Vista?

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>Yes</th>
</tr>
</thead>
</table>

9. Does your firm offer an employee, teacher or student purchase program? Please provide details.

|   | Y | We have offered these types of programs to other customers in the past. Premium CDWG.com landing pages can be developed to support these programs. Your account manager will be able to help. Please note in reference to House Bill 1761, that Virginia Public School Teachers to be offered the same discounts as those offered to the Commonwealth. |

10. Does your firm offer any product incentives, credits and or rebate programs? Please provide details.

|   | Y | We can offer product incentives, credits and rebate programs when available. CDW•G will be happy to discuss these at a future date. |

## B. Reports

<table>
<thead>
<tr>
<th>Requirements</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Can your firm provide reports on request to users detailing products that have been placed in any of their locations? Please provide examples.</td>
<td>Y</td>
<td>Customized reports are available on request on VITA’s CDW•G website for each authorized buyer. At pre determined intervals, CDW•G will provide purchase summary reports that summarize total spend, spend by category, days to ship, ship to address and more. Please see an example of report metrics measured below.</td>
</tr>
<tr>
<td>Customer Account Number</td>
<td>Authorized Purchaser</td>
<td>Override Name</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------</td>
<td>---------------</td>
</tr>
<tr>
<td>4495233</td>
<td>DOUGLAS COUNTY SCHOOL DISTRICT #15</td>
<td>DAYS CREEK SCHOOL LINCOLN COUNTY SCHOOL DIST</td>
</tr>
<tr>
<td>0772447</td>
<td>LINCOLN COUNTY SCHOOL DISTRICT</td>
<td></td>
</tr>
<tr>
<td>1127971</td>
<td>CITY OF ALBANY</td>
<td>CITY OF ALBANY</td>
</tr>
<tr>
<td>9353217</td>
<td>DHS OIS - IT</td>
<td>STATE OF OREGON/DHS/OIS</td>
</tr>
<tr>
<td>171405</td>
<td>CITY OF CORVALLIS-PUBLIC WORKS DEPT</td>
<td>CITY OF CORVALLIS</td>
</tr>
<tr>
<td>9353217</td>
<td>DHS OIS - IT</td>
<td>STATE OF OREGON/DHS/OIS</td>
</tr>
<tr>
<td>2773737</td>
<td>REDMOND SCHOOL DISTRICT</td>
<td>REDMOND HIGH SCHOOL</td>
</tr>
</tbody>
</table>

**State Customer**

**Quarterly High Spend Report (Top 500 Items)**

**Peripherals**

<table>
<thead>
<tr>
<th>Rank</th>
<th>Product Subcategory</th>
<th>Product SKU Number</th>
<th>Index Price</th>
<th>Discount Offered</th>
<th>Actual Price Charged</th>
<th>Quantity Ordered</th>
<th>Extended Actual Price Charged</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Video/Monitors/Cards/Projector</td>
<td>997-3113-00</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>312</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>2</td>
<td>Battery Backup/Power/Surge</td>
<td>SUM1500RMXL2U</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>70</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>3</td>
<td>Video/Monitors/Cards/Projector</td>
<td>VG2030WM</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>193</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>4</td>
<td>Video/Monitors/Cards/Projector</td>
<td>ASLCD73VX-BK</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>177</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>5</td>
<td>Printers</td>
<td>4510/DT</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>27</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>6</td>
<td>Printers</td>
<td>Q7785A#ABA</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>52</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td>7</td>
<td>Video/Monitors/Cards/Projector</td>
<td>ET.B16RP.F02</td>
<td>$XXX.XX</td>
<td>x.xx%</td>
<td>$XXX.XX</td>
<td>188</td>
<td>$XXX.XX</td>
</tr>
<tr>
<td></td>
<td>Does your firm maintain an electronic service log that is available to users on specific computer hardware? Please provide examples.</td>
<td>Y</td>
<td>MFG supplied warranties are provided and MFGs may or may not supply electronic service logs. For an additional cost dispatch, call-center and break Fix Maintenance services can be provided which could fulfill this requirement. This service is available through our SWAM.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 3 | Does your firm provide any additional reports that would be an added value to the Commonwealth? Please describe and provide examples. | Y | In addition to web tools including asset management and software license tracker, custom reporting is available on each customer's custom CDW•G website. Reportable metrics include:  
- Reference Number  
- Date of Invoice  
- Customer Account Number  
- Authorized Purchaser  
- MFG  
- Product Subcategory  
- Product SKU Number  
- Product Description  
- Product Type Code  
- CDWG Product Type Description  
- CDWG Product Class Code  
- CDWG Product Line  
- Product Group Major Code  
- Product Group Major Desc  
- Quantity Ordered  
- Actual Price Charged  
- Index Price  
Additional metrics may be able to be reported on. We welcome a discussion with VITA |
### C. Related Services

<table>
<thead>
<tr>
<th>Requirements</th>
<th>A</th>
<th>B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Does your firm have a customer support program? Please describe your firm’s ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.</td>
<td>Y</td>
<td>CDW•G’s customer service is available 6:00 a.m. until 9:00 p.m. - CST, Monday through Friday. We service customers through phone support, email, and live chat. CDWG will help keep VITA customers informed of new products, changes in technology, advanced specification documentation and other market information by communications with our inside/outside account teams and through coordinated communications/initiatives with our marketing department. Additionally we will arrange meetings with VITA and vendor partners to discuss product roadmaps and assist with future planning. See more information about our See more information about our marketing initiatives as previously referenced in 5. FUNCTIONAL AND TECHNICAL REQUIREMENTS, A. General, 7.</td>
</tr>
<tr>
<td>Does your firm provide installation services? Please provide details.</td>
<td>Y</td>
<td>Yes, for an additional Charge as specified behind Tab 5, CDW•G will be able to provide installation services on most items included on this contract through our service partners including our SWAM partners. Services are an additional charge. Please see a complete list of services/pricing we offer to VITA behind tab 5</td>
</tr>
<tr>
<td>3. Is your firm able to respond to a user request for service within eight (8) business hours? Please provide detail on how this will be accomplished.</td>
<td>Y</td>
<td>CDW•G provides different levels of manufacturer warranty service and support that can meet or exceed this requirement. Additionally separate break-fix and/or maintenance agreements can be offered through our service partners. These services can provide a single support phone number and can cover out of warranty products.</td>
</tr>
<tr>
<td>4. Is your firm willing to commit to service-level agreements? If so please refer to Appendix C and fill in the yellow shaded areas.</td>
<td>Y</td>
<td>CDW•G is willing to negotiate SLAs that meet VITA’s needs and fit within our business processes.</td>
</tr>
<tr>
<td>5. Does your firm offer 8am to 5pm EST hardware and software support? Please provide details.</td>
<td>Y</td>
<td>CDW•G provides phone support for hardware and operating systems from 8am to 8PM EST. Most hardware and software manufacturers offer support between these required hours and additional Call Center services are available for an additional cost.</td>
</tr>
<tr>
<td>6. For security reasons, will your firm allow the user to keep a failed hard drive while receiving a new hard drive that is covered under warranty? Please provide details.</td>
<td>Y</td>
<td>Warranty issues are covered by the individual manufacturers. Many manufacturers including Lenovo offer this service for an additional charge. CDW•G will work with vendor partners and VITA to help fulfill this requirement.</td>
</tr>
<tr>
<td>7. Does your firm provide custom imaging? Please provide details.</td>
<td>Y</td>
<td>CDW•G provides custom imaging services that allow VITA to have your custom-configured “image” loaded on the systems that you purchase before they shipped to your final destination. Products will</td>
</tr>
</tbody>
</table>
arrive ready to go right out of the box with minimal set up.

**Imaging Highlights**

**Image Processing and Testing**
When an image is received by CDW•G, it is processed and tested to verify its integrity and completeness. Specific customer instructions are input into a database for reference when deploying the image. If there is a problem with the image, a CDW•G configuration technician will contact VITA immediately to resolve the issue.

**Image Storage and Deployment**
Your image(s) will be held at CDW•G on a secure Windows 2000/2003 server network until we need to use it for installation. This network is completely isolated from other networks, including our own business network. Access to these images and associated information is limited to a few high-level imaging administrators.

All images adhere to a naming and information collection strategy that allows us to maintain images for hundreds of customers each of which may have multiple images. VITA will have a separate folder in our storage array for easy separation from other customer images. If you have multiple images on file, each image is named in a manner that uniquely identifies it from other images in your folder.

When an image is ready to be deployed, the database is queried and the necessary deployment information is automatically relayed to the technician(s) working on the order.

<table>
<thead>
<tr>
<th>8.</th>
<th>Does your firm provide in-house quality assurance and testing processes for all hardware? Please provide details.</th>
<th>Y</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Yes, CDW•G takes specific steps to ensure quality and reliability throughout the entire procurement management process. These steps are outlined below.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Orders are routed directly to your Account Manager for approval before the products are forwarded to our credit department for credit release. However, VITA has the option to set up some items for automatic release if they are purchased through your CDW•G extranet site. These orders would not be reviewed by your Account Manager. Your Account Manager can provide more details about automatic release options.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• UPC bar code scanning, in-line bar code</td>
<td></td>
</tr>
</tbody>
</table>
scanning and radio frequency (RF) picking provide for unsurpassed shipping accuracy and efficiency

- Items passing through the Configuration Center must pass a series of quality control checks prior to being released for shipping:
  - Check that the correct products and quantities have been picked for the order
  - Verify that the hardware installation is complete
  - Ensure proper image deployment and check for software functionality
  - Prior to shipping, all packed boxes go through 3 quality control checks: scan – weigh - photo
  - Products are scanned to update a customer’s order and check for accuracy
  - We use a weight variance scale to determine what the box should weigh
  - Final product check before items are loaded onto the trucks
  - We upload a digital of the box contents to the customer extranet from high-speed motion cameras to determine if there are any discrepancies in shipping
  - Our Purchasing Department monitors return rates on purchased products to look for quality issues.
  - There is an automatic 24-hour status check on all service orders received by the Customer Relations Department. This ensures that the order has been received by the service technician.
  - If requests for technical support are not completed within four hours after receipt, the Service Center shift supervisor is automatically notified. The supervisor follows up on the status and provides additional resources to aid in resolving the problem, if needed. Problems that are not resolved within 24 hours are reported to the operations manager for management action. CDW•G endeavors to close all requests for technical assistance within 24 hours of receipt.
9. **Does your firm provide service and repair for warranty and non-warranty maintenance for hardware? Please provide details and time frames.**

<p>| | |</p>
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</table>
| **Y** | Yes, Warranty repair is provided by CDW•G or the Manufacturer and CDW•G can help ensure all products are sold with the proper level of warranty support. CDW•G’s Repair Center offers fast turnaround time and low cost out-of-warranty repair prices, as well as great in-warranty depot service. Repair service can be initiated via a customer’s dedicated account manager, by calling our repair center directly *(Live Tech Support: 800.383.4239)*, or via email: repaircoordinators@cdw.com.

Typical repairs require 5-7 business days, (depending on part availability from the manufacturer). More detailed information on the process can be found at: [http://www.cdwg.com/webcontent/inside/repairs/repair_center_home.asp](http://www.cdwg.com/webcontent/inside/repairs/repair_center_home.asp)

Pricing Information for these services can be found at: [http://www.cdwg.com/webcontent/inside/repairs/repair_center_pricing.asp](http://www.cdwg.com/webcontent/inside/repairs/repair_center_pricing.asp)

Additionally, many CDW•G’s service partners including our proposed SWaM service partners EIS and NTS offer certified warranty repair services. |

10. **Do your service and maintenance technicians have and maintain current industry certifications? Please provide details and types of certifications.**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Y</strong></td>
<td>CDW•G’s technicians carry the breath and depth of the IT industries’ certifications. Because of space constraints these certifications are included behind tab 7</td>
</tr>
</tbody>
</table>

11. **Does your firm provide onsite and/or depot warranty and repair? Please provide details.**

<p>| | |</p>
<table>
<thead>
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<th></th>
</tr>
</thead>
</table>
| **Y** | Onsite warranty repair will be available through the OEM and your CDW•G SWAM service partners will be able to provide these onsite warranty repair.

Depot repair is available through the OEM.

CDW•G is also able to offer Depot warranty support and repair for laptops, desktops and servers from major manufacturers including HP/Compaq, Acer, Apple, IBM, Gateway, Panasonic, Sony and Toshiba. We currently utilize a “flat rate – diagnostic/installation fee plus parts cost” for service at our repair facility in Illinois.

CDW•G is an A+ Authorized Service center and we repair 900 systems per month. Repair turnaround time is on average 5-7 business days, depending on parts availability from the manufacturer. All repair services are done on a first come first served basis. Please note: CDW•G does not service any printers, monitors, or peripherals. VITA will need to |
send these products to the manufacturer directly for repair.

You can find a complete list of manufacturers and models on our Repair Center page at the link below. This list is subject to change without notice.

http://www.cdw.com/webcontent/inside/repairs/repair_center_home.asp

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>Does your firm offer the use of spare parts/loaner equipment on both warranty and out of warranty parts? Please provide details.</td>
</tr>
<tr>
<td></td>
<td>Spare parts/loaner equipment may be available to customers that reach a threshold of purchasing. Some manufacturers including HP and Lenovo offer Self Maintainer programs that may include spare parts/loaner equipment for both warranty and out of warranty parts. CDW•G will work with individual manufacturers to leverage the fulfillment of these requirements for VITA customers.</td>
</tr>
<tr>
<td>13.</td>
<td>Does your firm provide asset management and equipment tracking services? Please provide details.</td>
</tr>
</tbody>
</table>
|   | CDW•G can offer complete Asset (Lifecycle) Management as managed services or via our partners
- Absolute Software (Computrace), web based asset management, data security and computer recovery
- Anything IT, asset disposal / disposition

See additional Asset (Lifecycle) Management information with our pricing information and data sheets. VITA can track all of your hardware assets via your customized CDW•G extranet. When you purchase hardware from CDW•G, all asset tagged items are linked to our in-house IT Asset Management database. If you decide not to apply asset tags, you can manually enter the information into the Asset Management tool once you receive the products. Furthermore, you may add IT items that were not purchased from CDW•G to your inventory list.

The Asset Management tool allows VITA to create and download detailed reports of your organization's inventory. It tracks order number, product number, serial number, date of purchase and more. You may also modify records to reflect the transfer of equipment from one location to another.

14. | Does your firm ship all in stock orders same day? Please list all shipping timelines and include caveats for delay, etc. | N |
<p>|   | CDW ships more than 22,500 orders each day containing over 37,000 boxes. The average order to ship time for standard requests is one business day. 93% of in-stock, credit-approved orders ship within 24 hours even if complex configuration services are performed. The average order to ship time for unique requests, which may involve a CDW•G Account Specialist, is five business days. |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>15.</strong> Does your firm have an in-house order tracking system that can be accessed 24 x 7 by a user? Please provide details.</td>
<td><strong>Y</strong></td>
<td>All VITA authorized users can get automatic real-time order status updates directly from your CDW•G extranet site at any time. The Order Status utility gives VITA the ability to track all orders from beginning to end via your extranet site. You can filter by open, completed, backordered and cancelled orders. The My Orders feature under the My Purchases section shows orders for the past 45 days. Once the order is shipped, VITA can find the tracking information along with the tracking number on your extranet site under the Order Status or My Purchases section. If the order was shipped by UPS, Fed Ex, DHL, or AIT, there will be a hotlink directly to the appropriate shipper’s site. This link will automatically bring up the shipment information, proof of delivery information and/or provide the tracking information. This saves VITA time because there is no need to cut and paste the tracking information into the carrier site.</td>
</tr>
<tr>
<td><strong>16.</strong> Does your firm have the ability to deliver large quantities of equipment to multiple locations? Please describe your firm’s process and experience including delivery time and scheduling procedures.</td>
<td><strong>Y</strong></td>
<td>CDW•G excels at delivering large quantities of equipment to multiple locations. Large roll-outs can be facilitated by drop shipping from our vendor or distribution partners. Products can be staged in our distribution center with buy and hold arrangements. Our ISO certified distribution centers automated systems provide 99% shipping accuracy. Our Configuration Centers handle single units to large roll outs, and are able to handle 2100 configurations per day with a surge capacity of 3000. Our Enterprise Configuration Centers can deliver racks of equipment, medical point of care carts and more, palletized and ready to plug and play. See a virtual tour of our distribution center in Illinois at the following link. <a href="http://www.cdwg.com/webcontent/why-cdw/in-stock.asp">http://www.cdwg.com/webcontent/why-cdw/in-stock.asp</a> For in-stock items, VITA customers can expect to receive product 3-5 days when shipping via ground. Additional expedited shipping options are also available.</td>
</tr>
</tbody>
</table>

For in-stock items, VITA customers can expect to receive product 3-5 days when shipping via ground. Additional expedited shipping options are also available.
| | Please see a chart of our Order Entry to Product Delivery process below. |
Order Entry to Product Delivery

Customer initiates order via:
- Customized CDW•G@work extranet
- Phone call to Account Manager
- Purchase Order fax to the Account Manager
- Email notification to the Account Manager
- EDI
- Selected e-Procurement application

Account Manager
Reviews order for completeness and accuracy

Credit Department
Reviews order for approval and provides credit release

Purchasing/Allocation
Are the products in stock at CDW•G?

Yes

CDW fills the order

Do products require configuration services?

Yes

Configuration Center
Products go through Quality Control Checks

No

Distribution Center

Customer Location
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td>Does your firm have a return policy? Please provide details?</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>If Customer provides Seller with Customer's carrier account number or selects a carrier other than a carrier that regularly ships for Seller, title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the carrier (F.O.B. Origin, freight collect). For all other shipments, title to Products and risk of loss or damage during shipment passes from Seller to Customer upon delivery to the specified destination (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, title to software will remain with the applicable licensor(s) and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. A purchase money security interest is retained in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest, and, if requested, Customer will record such purchase money security interest on its books.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Does your firm charge a re-stocking fee on returned equipment? Please provide details.</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>CDW•G never charges a restocking fee.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Does your firm offer IT equipment disposal and recycling services? Please provide details.</td>
<td>Y</td>
</tr>
</tbody>
</table>
|   | CDW•G can provide the Asset Lifecycle Management services including disposal and recycling services through our service partner Anything IT. They wipe all drives to DOD standards, take possession of the equipment and dispose of in a federally compliant process. The required equipment disposal and recycling services can work in conjunction with Absolute Software’s Computrace (web based network management) which offers different levels of services including  
\begin{itemize}  
\item secure asset tracking  
\item Data Protection  
\item Guaranteed computer theft recovery  
\end{itemize} |
| 20. | Does your firm adhere to Energy Star 4.0 energy efficiency standards for computer hardware products? Please provide list of qualified products. | On [www.cdwg.com](http://www.cdwg.com), CDW•G provides environmental information in an item's “technical specs” section, when available from the manufacturer. Users can easily determine if products adhere to Energy Star and EPEAT standards. Example: |
|   | ![Environmental Standards](attachment:image) |   |
PC

Intel or AMD Based

Minimum Configurations

<table>
<thead>
<tr>
<th>A. Standard Desktop Offering</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$858</td>
<td>33.66%</td>
<td>$569.20</td>
</tr>
</tbody>
</table>

2.4 Ghz Core 2 Duo E6600/ 2 Ghz Athlon 64 X2 3800+ or equivalent
Graphics Media Accelerator (256mb RAM minimum)
2GB RAM or greater
80GB SATA drive or greater
CDRW/DVD+/-RW Combo Drive
ThinkCentre A61, Part Number 9169CTO
Microsoft Vista Business Capable
Two Front Facing USB Ports or greater
17" LCD Monitor (minimum)
Two button optical mouse with scroll wheel
Keyboard with 103 keys
10/100/1000 RJ-45

Warranty is three years on-site. Additionally, you may offer depot.

<table>
<thead>
<tr>
<th>B. Premium Desktop Offering</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,272.00</td>
<td>33.47%</td>
<td>$846.26</td>
</tr>
</tbody>
</table>

3-GHz Core 2 Duo E6850 or equivalent
Discrete Graphics Media Accelerator (256mb RAM minimum)
2GB RAM or greater
120GB SATA drive or greater
CDRW/ DVD+/-RW Combo Drive
ThinkCentre M57e, Part Number 9181CTO
Microsoft Vista Business Capable
Two Front Facing USB Ports or greater
21" LCD Monitor
Two button optical mouse with scroll wheel
Keyboard with 103 keys
10/100/1000 RJ-45

Warranty is three years on-site. Additionally, you may offer depot.

Units above are base offerings.

AMD processors must be at least equivalent to listed Intel processors

*Please provide link to publicly available price list.
www.cdwg.com
Category 1- PC Lenovo Catalog discount (other Lenovo desktop/workstations) - 2%
# Notebook

Intel/ AMD Based

<table>
<thead>
<tr>
<th>Minimum Configurations</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Standard Notebook Offering</strong></td>
<td><strong>$1,228</strong></td>
<td><strong>29.50%</strong></td>
<td><strong>$ 865.74</strong></td>
</tr>
<tr>
<td>2 GHz Core 2 Duo T7300 or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated Graphics Media Accelerator (256mb RAM min)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1GB RAM or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80GB SATA hard drive or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDRW/DVD+-/-RW Combo Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Microsoft Vista Business Capable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated fingerprint reader (optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>802.11a/b/g/draft-n integrated wireless</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.1 inch screen or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Warranty is three years on-site. Additionally, you may offer depot.

<table>
<thead>
<tr>
<th><strong>B. Premium Notebook Offering</strong></th>
<th><strong>$1,618.00</strong></th>
<th><strong>29.50%</strong></th>
<th><strong>$ 1,140.69</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.4 GHz Core 2 Duo T7700 or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discreet Graphics Media Accelerator (256mb RAM min)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2GB RAM or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>120GB SATA hard drive or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDRW/DVD+/-RW Combo Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Microsoft Vista Business Capable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated fingerprint reader (Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>802.11a/b/g/draft-n integrated wireless</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17 inch screen or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10/100/1000 RJ45</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Warranty is three years on-site. Additionally, you may offer depot.

## Tablet

Intel/ AMD Based

<table>
<thead>
<tr>
<th><strong>C. Tablet Offering</strong></th>
<th><strong>$2,108</strong></th>
<th><strong>29.2%</strong></th>
<th><strong>$ 1,493.31</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.6-GHz Core 2 Duo L7500 or equivalent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Discreet Graphics Media Accelerator (256mb RAM min)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2GB RAM or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>80 GB SATA hard drive or greater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDRW/DVD+/-RW Combo Drive (external ok)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Microsoft Vista Business Capable</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Integrated fingerprint reader (optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ThinkPad X61 tablet Part number, 7763 CTO
Warranty is three years on-site. Additionally, you may offer depot.

AMD processors must be at least equivalent to listed Intel processors

Units above are base offerings.

*Please provide link to publicly available price list.
www.cdwg.com

Category 2- Notebook Toshiba Catalog discount (other Toshiba Notebooks/tablets) - 1%
### Peripherals

CDW•G has listed representative, value priced brands/models for each product in each category. Upon award we will enhance each category offer with additional brands/models from our vast CDWG.com catalog.

#### Minimum Configurations

<table>
<thead>
<tr>
<th>A. Flash Drives</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 GB</td>
<td>15.95</td>
<td>2%</td>
<td>15.63</td>
</tr>
<tr>
<td>4 GB</td>
<td>27.92</td>
<td>2%</td>
<td>27.36</td>
</tr>
<tr>
<td>8 GB</td>
<td>44.88</td>
<td>2%</td>
<td>43.98</td>
</tr>
</tbody>
</table>

**B. Monitors (wide aspect)**

<table>
<thead>
<tr>
<th>Monitors</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>17&quot; LCD</td>
<td>124.68</td>
<td>2%</td>
<td>122.19</td>
</tr>
<tr>
<td>19&quot; LCD</td>
<td>169.57</td>
<td>2%</td>
<td>166.18</td>
</tr>
<tr>
<td>21&quot; LCD</td>
<td>274.3</td>
<td>2%</td>
<td>268.81</td>
</tr>
<tr>
<td>extra option- 22&quot;</td>
<td>224.43</td>
<td>2%</td>
<td>219.94</td>
</tr>
</tbody>
</table>

**C. Docking Station**

<table>
<thead>
<tr>
<th>Docking Station</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethernet- RJ45</td>
<td>$219.44</td>
<td>2%</td>
<td>215.05</td>
</tr>
<tr>
<td>Audio Line In/Out</td>
<td>$344.13</td>
<td>2%</td>
<td>337.25</td>
</tr>
<tr>
<td>Video- 15 Pin High Density</td>
<td>$695.25</td>
<td>2%</td>
<td>681.35</td>
</tr>
</tbody>
</table>

**D. Port Replicator**

<table>
<thead>
<tr>
<th>Port Replicator</th>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Audio Headpnone</td>
<td>$95.75</td>
<td>2%</td>
<td>93.84</td>
</tr>
</tbody>
</table>

Currently we carry multiple port...
## E. External USB Floppy Drives

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>26.99</td>
<td>2%</td>
<td>26.45</td>
</tr>
<tr>
<td>Teac USB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>46.99</td>
<td>2%</td>
<td>46.05</td>
</tr>
<tr>
<td>Sony USB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>39.99</td>
<td>2%</td>
<td>39.19</td>
</tr>
<tr>
<td>Targus USB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## F. Network Interface Cards

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>29.99</td>
<td>2%</td>
<td>29.39</td>
</tr>
<tr>
<td>Netgear NIC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29.99</td>
<td>2%</td>
<td>29.39</td>
</tr>
<tr>
<td>Belkin NIC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## G. Mouse

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.99</td>
<td>2%</td>
<td>13.71</td>
</tr>
<tr>
<td>Keytronic Mouse- PS/2</td>
<td>2%</td>
<td>16.65</td>
</tr>
<tr>
<td>Hp Mouse</td>
<td></td>
<td></td>
</tr>
<tr>
<td>34.99</td>
<td>2%</td>
<td>34.29</td>
</tr>
<tr>
<td>Mic Mouse</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## H. Keyboard

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>33.99</td>
<td>2%</td>
<td>33.31</td>
</tr>
<tr>
<td>Hp KB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>32.99</td>
<td>2%</td>
<td>32.33</td>
</tr>
<tr>
<td>Hp KB</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.99</td>
<td>2%</td>
<td>11.75</td>
</tr>
<tr>
<td>Logitech KB</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## I. Battery Back Up Unit

<table>
<thead>
<tr>
<th>Unit Price</th>
<th>Discount %</th>
<th>Unit Discounted Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>389.99</td>
<td>5%</td>
<td>370.49</td>
</tr>
<tr>
<td>Apc 1500VA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>199.99</td>
<td>5%</td>
<td>189.99</td>
</tr>
<tr>
<td>Triplite 1500</td>
<td></td>
<td></td>
</tr>
<tr>
<td>778.04</td>
<td>5%</td>
<td>739.14</td>
</tr>
<tr>
<td>Liebert 1500VA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>781.03</td>
<td>5%</td>
<td>741.98</td>
</tr>
<tr>
<td>PowerWare 1440VA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Warranty is manufacturer's warranty

Units above are base offerings.

*Please provide link to publicly available price list.*

www.cdwg.com
Category 5- Peripherals - Catalog discount - 1%
replicators with audio output interface including those from HP, Lenovo, Targus, IOGear, Kensington, E
Services

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

CDW Hardware Configuration Services

Desktop/Laptop Hardware Configuration
a. Value Added Service
   b. Scope of Work
      i. All Desktops/Laptops will be thoroughly inspected for physical damage or
      ii. All systems will be powered on
      iii. All Systems will be inspected for hardware and/or software errors
      iv. Installed components will be tested for compatibility and functionality
      v. Defective components will be replaced from CDW’s in-stock inventory

Printer Hardware Configuration
a. Value Added Service
   b. Scope of Work
      i. All printers will be thoroughly inspected for physical damage or blemishes
      ii. All printers will be powered on
      iii. All printers will be inspected for hardware and/or system errors
      iv. Installed components will be tested for compatibility and functionality
      v. Defective components will be replaced from CDW’s in-stock inventory

Server Hardware Configuration
a. Value Added Service.
   b. Scope of Work
      i. All servers will be thoroughly inspected for physical damage or blemishes
      ii. All servers will be powered on
      iii. All servers will be inspected for hardware and/or software errors
      in BIOS
      iv. Installed components will be tested for compatibility and functionality
      v. Defective components will be replaced from CDW’s in-stock inventory

Desktop/Laptop Imaging
a. $39.99 per unit
   b. Scope of Work
      i. Images are uploaded and stored on secure imaging servers
      ii. Images are processed and tested by an advanced team of imaging specialists before
      iii. Instruction sets are individually created for each image to ensure that the unique
      iv. All Desktops/Laptops will be thoroughly inspected for physical damage or
      v. All systems will be powered on and inspected for hardware and/or software errors
      vi. All images are verified after installation to ensure that the image load was
      vii. Installed components will be tested for compatibility and functionality
      viii. Defective components will be replaced from CDW’s in-stock inventory
      ix. All image orders undergo a series of quality control steps to verify the orders were
      x. All outdated or unused images are archived for future use, never deleted.

Apple Imaging
a. $49.99 per unit
   b. Scope of Work
      i. Images are uploaded and stored on secure imaging servers
      ii. Images are processed and tested by an advanced team of imaging specialists before
Flash Drive Imaging
  a. $5.99 per unit
  b.  Scope of Work
     i. Images are uploaded and stored on secure imaging servers
     ii. Images are processed and tested by an advanced team of imaging specialists before
     iii. Instruction sets are individually created for each image to ensure that the unique
     iv. All flash drives will be thoroughly inspected for physical damage or blemishes
     v. All images are verified after installation to ensure that the image load was
     vi. Defective components will be replaced from CDW’s in-stock inventory
     vii. All image orders undergo a series of quality control steps to verify the orders were
     viii. All outdated or unused images are archived for future use, never deleted.

Server Imaging
  a. $134.99 per unit
  b.  Scope of Work
     i. Images are uploaded and stored on secure imaging servers
     ii. Images are processed and tested by an advanced team of server imaging specialists before
     iii. Instruction sets are individually created for each image to ensure that the unique
     iv. All servers will be thoroughly inspected for physical damage or blemishes
     v. All servers will be powered on and inspected for hardware and/or software errors
     vi. All servers are restarted and the installed components are confirmed in BIOS
     vii. All images are verified after installation to ensure that the image load was
     viii. Installed components will be tested for compatibility and functionality
     ix. Defective components will be replaced from CDW’s in-stock inventory
     x. All image orders undergo quality control steps to verify customer’s exact
     xi. All outdated or unused images are archived for future use

Handheld Device Imaging
  a. $9.99 per unit
  b.  Scope of Work
     i. Images are uploaded and stored on secure imaging servers
     ii. Images are processed and tested by an advanced team of imaging specialists before
     iii. Instruction sets are individually created for each image to ensure that the unique
     iv. All handhelds will be thoroughly inspected for physical damage or blemishes
     v. All handhelds will be plugged in, powered on and inspected for hardware and/or
     vi. All images are verified after installation to ensure that the image load was
     vii. Defective items will be replaced from CDW’s in-stock inventory
     viii. All handheld image orders undergo a series of quality control steps to verify the
     ix. All outdated or unused images are archived for future use, never deleted.

Drive Cloning
  a. $9.99 per unit
b. Scope of Work
   i. All drives will be checked for bad sectors
   ii. Images are uploaded and stored on secure imaging servers
   iii. Images will be processed and tested by an advanced team of imaging specialists
   iv. Instruction sets are individually created for each image to ensure that the unique
   v. All drives will be thoroughly inspected for physical damage
   vi. All imaged drives are verified after installation to ensure that the drive clone was
   vii. Defective items will be replaced from CDW’s in-stock inventory
   viii. Once drive cloning rollout is completed, customer’s master drive is returned to

Restore Discs
   a. $81.99 – Image sizes up to 14GB. Each image may span up to 3 DVD discs
   b. $109.99 – Image sizes 15GB to 25. Each image may span 4 to 6 DVD discs
   c. $174.99 – Image sizes over 26GB. Each image may span over 7 or more DVD discs

b. Scope of Work
   i. One complete restore DVD set will be created
   ii. The image may span across multiple discs
   iii. Images are uploaded and stored on secure imaging servers
   iv. Images will be processed and tested by an advanced team of imaging specialists
   v. Custom labels will be applied to the restore discs
   vi. All restore media sets will be verified after installation onto a computer system to

Asset Tagging
   a. $6.99 – CDW Asset Tag install w/o another item being installed onto the systems
   b. $6.99 - Customer Asset Tag install WITH other items being installed onto the systems
   c. $11.99 - Customer Asset Tag install w/o another install on the systems
   d. $6.99 - A Basic custom tag that is created by CDW
   e. $19.99 - An Advanced custom tag that is created by CDW

b. Scope of Work
   i. All hardware will be thoroughly inspected for physical damage or blemishes
   ii. Asset tag will be applied to system next to serial number unless otherwise specified
   iii. Asset tag reference number will be captured along with serial number of the
   iv. Customer asset tags can be sent to CDW and maintained in a secure storage
   v. All systems will be powered on
   vi. All systems will be inspected for hardware and/or software errors
   vii. Installed components will be tested for compatibility and functionality

Operating System Install
   a. $100.00 – Operating System Upgrade
   b. $115.99 – Operating System Downgrade
   c. Scope of Work
   i. The operating system upgrade/downgrade will be installed onto the systems and
   ii. All drivers will be loaded into the OS
   iii. All systems will be thoroughly inspected for physical damage or blemishes
   iv. All systems will be powered on and inspected for hardware and/or software errors
   v. Installed components will be tested for compatibility and functionality
   vi. Defective components will be replaced from CDW’s in-stock inventory
   vii. All operating system installation orders undergo a series of quality control steps

Network Operating System Install
a. $287.99
b. Scope of Work
   i. The operating system will be installed onto the systems and verified for
   ii. All drivers will be loaded into the server NOS
   iii. A checklist is filled out by the customer with any special instructions of the NOS
   iv. All systems will be thoroughly inspected for physical damage or blemishes
   v. All systems will be powered on and inspected for hardware and/or software errors
   vi. Active Directory and/or Exchange Server can be configured upon request by the
   vii. Installed components will be tested for compatibility and functionality
   viii. Defective components will be replaced from CDW’s in-stock inventory
   ix. All network operating system installation orders undergo a series of quality control steps to

Desktop/Laptop Application Install
a. $46.99 – per software application per system.
b. Scope of Work
   i. All applications will be installed and the systems will be verified for functionality
   ii. All systems will be thoroughly inspected for physical damage or blemishes
   iii. All systems will be powered on and inspected for hardware and/or software errors
   iv. Installed components will be tested for compatibility and functionality
   v. All applications are opened and verified after installation to ensure that the
   vi. Defective components will be replaced from CDW’s in-stock inventory
   vii. All application installation orders undergo a series of quality control steps to

Network Application Install
a. $122.99
b. Scope of Work
   i. All network applications will be installed and the systems will be verified for
   ii. All server systems will be thoroughly inspected for physical damage or blemishes
   iii. All server systems will be powered on and inspected for hardware and/or software
   iv. Installed components will be tested for compatibility and functionality
   v. All network applications that were installed are opened and verified after
   vi. Defective components will be replaced from CDW’s in-stock inventory
   vii. All network application installation orders undergo a series of quality control

Terminal Software Install
a. $19.99
b. Scope of Work
   i. All terminal software applications will be installed and will be verified for
   ii. All terminal systems will be thoroughly inspected for physical damage or
   iii. All terminal systems will be powered on and inspected for hardware and/or
   iv. Installed components will be tested for compatibility and functionality
   v. The terminal software applications are opened and verified after installation to
   vi. Defective components will be replaced from CDW’s in-stock inventory
   vii. All terminal software installation orders undergo a series of quality control steps

BIOS/Firmware Update
a. $21.99
b. Scope of Work
   i. The requested BIOS/Firmware upgrade/downgrades will be made and verified
   ii. Customers can choose the exact versions that they want to configure on the
   iii. All systems will be thoroughly inspected for physical damage or blemishes
BIOS Customization
   a. $4.99
   b. Scope of Work
      i. The requested BIOS customizations will be made and verified
      ii. Customers can choose the exact setting changes that they want configured on the
      iii. All systems will be thoroughly inspected for physical damage or blemishes
      iv. All systems will be powered on and inspected for hardware and/or software errors
      v. Installed components will be tested for compatibility and functionality
      vi. All servers are restarted several times and the installed components are confirmed
      vii. Defective components will be replaced from CDW’s in-stock inventory
      viii. All BIOS/Firmware installations undergo a series of quality control steps to

Printer Network Configurations
   a. $9.99
   b. Scope of Work
      i. The requested printer settings will be made and verified
      ii. Static IP address, default gateway and subnet masks will be configured on the
      iii. All printers will be thoroughly inspected for physical damage or blemishes
      iv. All printers will be powered on and inspected for hardware and/or system errors
      v. Installed components will be tested for compatibility and functionality
      vi. The IP/network configurations are checked and verified after installation to ensure
      vii. Defective components will be replaced from CDW’s in-stock inventory
      viii. All BIOS customization installations undergo a series of quality control steps to

Burn-in Diagnostics
   a. $11.99 - A 12 hour diagnostics test run on a PC/Laptop or Server
   b. Scope of Work
      i. All systems will be thoroughly inspected for physical damage or blemishes
      ii. All systems will be powered on and inspected for hardware and/or software errors
      iii. Installed components will be tested for compatibility and functionality
      iv. A diagnostics application will be run on the systems for the designated burn-in
      v. The diagnostics tests are analyzed and verified after the burn-in period to ensure
      vi. Defective components will be replaced from CDW’s in-stock inventory
      vii. All burn-in orders undergo a series of quality control steps to verify the systems

Desktop Scratch Build
   a. $134.99
   b. Scope of Work
      i. All system components will be thoroughly inspected for physical damage or
      ii. All components will be installed into the chassis and verified to be physically
      iii. The operating system will be installed onto the system and all of the installed
      iv. All drivers will be loaded into the OS
      v. All systems will be powered on and inspected for hardware and/or software errors
      vi. Installed components will be thoroughly tested for compatibility and functionality
      vii. Defective components will be replaced from CDW’s in-stock inventory
viii. All Scratch Build system installation orders undergo a series of quality control

Server Scratch Build
   a. $525.99
   b. Scope of Work
      i. All server system components will be thoroughly inspected for physical damage or
      ii. All components will be installed into the chassis and verified to be physically
      iii. A checklist is filled out by the customer with any special instructions of the NOS
      iv. The network operating system will be installed onto the system and all of the
      v. All drivers will be loaded into the NOS
      vi. All systems will be powered on and inspected for hardware and/or software errors
      vii. Active Directory and/or Exchange Server can be configured upon request by the
      viii. Defective components will be replaced from CDW’s in-stock inventory
   x. All server scratch build system installation orders undergo a series of quality control

Customer Inserts – Preprinted
   a. $2.99
   b. Scope of Work
      i. Inserts are received by CDW and stored in the configuration Center for deployment
      ii. The requested insert will be added to orders before they ship.
      iii. All systems will be thoroughly inspected for physical damage or blemishes
      iv. All systems will be powered on and inspected for hardware and/or software errors
      v. Installed components will be tested for compatibility and functionality
      vi. All orders undergo a series of quality control steps to verify the services were
      vii. Defective components will be replaced from CDW’s in-stock inventory

Customer Added Inserts
   a. $5.99
   b. Scope of Work
      i. Documents will be received by CDW and stored on a secure storage server and
      ii. Documents will be printed by CDW and stored in the configuration Center for
      iii. The requested insert will be added to orders before they ship.
      iv. All systems will be thoroughly inspected for physical damage or blemishes
      v. All systems will be powered on and inspected for hardware and/or software errors
      vi. All orders undergo a series of quality control steps to verify the services were
      vii. Installed components will be tested for compatibility and functionality
      viii. Defective components will be replaced from CDW’s in-stock inventory

Computrace Activation
   a. $12.99
   b. Scope of Work
      i. All systems will be thoroughly inspected for physical damage or blemishes
      ii. All systems will be powered on and inspected for hardware and/or software errors
      iii. Installed components will be tested for compatibility and functionality
      iv. Any installed applications will be opened and verified to ensure that the software
      v. A connection to the internet will be established which will initiate the Computrace
      vi. All service orders undergo a series of quality control steps to verify the orders
      vii. Defective components will be replaced from CDW’s in-stock inventory

Basic Mobile Cart Configuration
a. $75.99
b. Scope of Work
   i. All system components will be thoroughly inspected for physical damage or
   ii. All components will be installed into the cart and verified to be physically installed
      a. Includes installing laptops, keyboard, mouse and accessories
   iii. The installed components will be connected together and powered on for testing
   iv. Custom cabling will be completed, including the installation of Velcro strip, zip
   v. A custom manual or build doc will be created for the specific configuration
   vi. All systems will inspected for hardware and/or software errors
   vii. Installed components will be thoroughly tested for compatibility and functionality
   viii. Defective components will be replaced from CDW’s in-stock inventory
   ix. All cart configurations undergo a series of quality control steps to verify the orders

Advanced Mobile Cart Configuration
a. $111.99
b. Scope of Work
   i. All system components will be thoroughly inspected for physical damage or
   ii. All components will be installed into the cart and verified to be physically installed
      a. Includes installing PC or terminal, LCD, keyboard, mouse and
   iii. The installed components will be connected together and powered on for testing
   iv. Any custom cabling will be completed, including the installation of Velcro strip,
   v. A custom manual or build doc will be created for the specific configuration
   vi. All systems will inspected for hardware and/or software errors
   vii. Installed components will be thoroughly tested for compatibility and functionality
   viii. Defective components will be replaced from CDW’s in-stock inventory
   ix. All cart configurations undergo a series of quality control steps to verify the orders

Maintaining Custom PC Image
a. $79.99
b. Scope of Work
   i. Images are uploaded and stored on secure imaging servers
   ii. Drivers and software can be updated and/or patches applied for existing
      a. If additional applications need to be installed, $46.99 will be
   iii. Images are updated as requested and tested by an advanced team of imaging
   iv. Instruction sets are individually created for each image to ensure that the unique
   v. Updated image will be deployed to a systems and inspected for software errors
   vi. All images undergo a series of quality control steps to verify they were updated
   vii. All outdated or unused images are archived for future use, never deleted.

Creating Master Custom Image
a. $154.99
b. Scope of Work
   i. All images will be built by an advanced team of imaging specialists and thoroughly
   ii. The operating system will be installed onto systems and verified for functionality
   iii. All drivers will be loaded into the OS
   iv. Drivers and software can be updated and/or patches applied for existing
      a. If additional applications need to be installed, $46.99 will be
   v. The OS and/or applications can be patched or updated upon request
   vi. Instruction sets are individually created for each image to ensure that the unique
   vii. Updated image will be deployed to a systems and inspected for software errors
   viii. All images undergo a series of quality control steps to verify they were updated
ix. All outdated or unused images are archived for future use, never deleted.

Creating Advanced Master Image
a. $154.99
b. Scope of Work
   i. All images will be built by an advanced team of imaging specialists and thoroughly
   ii. The operating system will be installed onto systems and verified for functionality
   iii. All drivers will be loaded into the OS
   iv. Drivers and software can be updated and patches can be applied for existing
      a. If additional applications need to be installed, $46.99 will be
   v. The OS can be patched or updated upon request
   vi. Detailed instructions for system settings can be carried out and applied to the
   vii. Updated image will be deployed to systems and inspected for software errors
   viii. Instruction sets are individually created for each image to ensure that the unique
   ix. All images undergo a series of quality control steps to verify they were updated
  x. All outdated or unused images are archived for future use, never deleted.

Application Updates and Maintenance
a. $17.99
b. Scope of Work
   i. Drivers and software can be updated and/or patches applied for existing
      a. If additional applications need to be installed, $46.99 will be
   ii. The OS and/or applications are updated as requested and tested
   iii. All systems will be thoroughly inspected for physical damage or blemishes
   iv. All systems will be powered on and inspected for hardware and/or software errors
   v. Installed components will be tested for compatibility and functionality
   vi. Any installed applications will be opened and verified to ensure that the software
   vii. All service orders undergo a series of quality control steps to verify the orders
   viii. Defective components will be replaced from CDW’s in-stock inventory

IP Address Configurations
a. $9.99
b. Scope of Work
   i. The requested static IP address, default gateway and subnet masks will be
   ii. All systems will be thoroughly inspected for physical damage or blemishes
   iii. All systems will be powered on and inspected for hardware and/or system errors
   iv. Installed components will be tested for compatibility and functionality
   v. All IP/network configurations undergo a series of quality control steps after
   vi. Defective components will be replaced from CDW’s in-stock inventory

Professional Services Hourly Rates (Project Based)
Field Technician
Desktop Support Engineer
Network Administrator
Network Engineer (NetWare)
Network Engineer (Windows)
Citrix Engineer
Messaging and Collaboration
Project Manager (Integration)
Cisco Engineer
Senior Cisco Engineer
Security Engineer (Cisco and Sr. Systems Analyst/Project Leader) $135.00
Trip Charge (< 60 mile round) $115.00

**Staff Augmentation Hourly Rates**

Sr. Project Manager $135.00
Project Manager II $115.00
Project Manager I $105.00
Subject Matter Expert I $115.00
Sr. Business Manager $92.00
Business Manager $85.00
Sr. Business/Financial Analyst $82.00
Business/Financial Analyst $75.00
Project Administrator $73.00
Sr. Systems Analyst/Project Lead $104.00
Sr. Producer $163.00
Sr. Design Programmer $125.00
Sr. Videographer $94.00
Sr. Media Specialist $94.00
Systems Analyst III $82.00
Sr. Network Engineer $115.00
Network Engineer III $86.00
Network Engineer II $65.00
Network Engineer I $52.00
Sr. Programmer/Analyst $115.00
Programmer/Analyst III $86.00
Sr. Web Developer $104.00
Web Developer III $82.00

**Asset Disposition Services**

RecycleTodayT-wDoD – Straight Recycle (No Resale) $16.00 per asset
Main Features: Minimum 20 assets
- Logistics - Onsite Packaging & Removal
- Detailed asset inventory reporting
- Department of Defense (DoD) Data Destruction
- EPA Recycling *(where applicable)*
- Client asset tag reporting and removal
- Certificates of Indemnification

RecycleToday w/ DoD (Resale) – Includes Valuation for $23.00 per asset
Main Features: Minimum 20 assets
- Logistics - Onsite Packaging & Removal
- Market Valuation for Resale
- Detailed asset inventory reporting
- Department of Defense (DoD) Data Destruction
- EPA Recycling *(where applicable)*
- Client asset tag reporting and removal
- Certificates of Indemnification

**Additional Services available on a specific project basis**
EXHIBIT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [Signature]

Printed Name: Tara K. Barbieri

Organization: CDW Government Inc. (CDW-G)

Date: January 30, 2009
EXHIBIT G
AWARDED CATEGORIES

- DESKTOP (LENOVO)
- NOTEBOOK (LENOVO)
- PERIPHERALS
- COTS
Software License Contract

between

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

and

CDW GOVERNMENT, INC.
# SOFTWARE LICENSE CONTRACT

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Q. Entire Contract
SOFTWARE LICENSE CONTRACT

THIS SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and CDW Government, Inc. ("Supplier"), a corporation headquartered at 230 N. Milwaukee Ave. Vernon Hills IL 60061, to be effective as of February 2, 2009 ("Effective Date").

1. PURPOSE AND SCOPE
This Contract sets forth the terms and conditions under which Supplier agrees to grant a license to use certain Software, and to provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance
Acceptance shall take the form of successful delivery or completed and successful Acceptance testing in conformance with the Requirements in the applicable order.

B. Agent
Any third party independent agent of any Authorized User.

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

D. Computer Virus
Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

E. 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.

F. Documentation
Those materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to install, implement, and make productive use of the Software.

G. Electronic Self-Help
Any use of electronic means to exercise Supplier's license termination rights, if available pursuant to the Software License section of this Contract, upon breach or cancellation, termination or expiration of this Contract or any order issued hereunder.

H. 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 C hereto. The actual Maintenance Level for a unit of
Software shall be set forth in the executed order for Maintenance of that Software referencing this Contract.

I. **Maintenance Period**  
The term during which Maintenance is to be provided for a unit of Software.

J. **Maintenance Services (or Maintenance)**  
Those Services, preventive and remedial, provided by Supplier at Authorized User’s request in order to ensure continued operation of the Software. Maintenance Services shall include support services.

K. **Party**  
Supplier, VITA, or any Authorized User.

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

M. **Services**  
Any services, including installation, Software configuration, maintenance, support and training provided by Supplier under this Contract.

N. **Software**  
The programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit A or as described on Supplier’s US and International price lists in effect at time of order placement.

O. **Software Publisher**  
The licensor of the Software provided by Supplier under this Contract.

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

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, in 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 Software ordered during the term of the Contract may extend beyond the term of this Contract. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.
B. Termination for Convenience

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

C. Termination for Breach or Default

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

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part.

If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part.

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt 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, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Supplier prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Software or Services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Software or Services, and all costs of de-installation and return of such Software or Services 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 Services to any other supplier with whom VITA or such Authorized User contracts for provision of Software-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 a reasonable 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. **SOFTWARE LICENSE**

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

A. **License Grant**

i). Supplier grants to the Commonwealth and all Authorized Users a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable object code license to use, copy, modify, transmit and distribute the Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. It is expressly understood that “perpetual” license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. The Software is the property of Supplier and/or its licensors, and no title or ownership of the Software or any of its parts, including Documentation, shall transfer to the Commonwealth or any Authorized User.

ii). The Commonwealth and all Authorized Users shall have the right to use, copy, modify, transmit and distribute the Software for their benefit, for government use and purposes, and for the benefit of their Agents, including internal and third-party information processing.

iii). The Commonwealth is further granted the right to sublicense and distribute the Software or to contract with third parties to market and distribute on behalf of the Commonwealth subject to and under similar licensing terms and restrictions contained in this Contract.

iv). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on
beHALF OF SUCH AUTHORIZED USER, OR BY OTHER ENTITIES AS REQUIRED FOR CONDUCTING THE BUSINESS OF GOVERNMENT. ACCESS INCLUDES LOADING OR EXECUTING THE SOFTWARE ON BEHALF OF SUCH AUTHORIZED USER OR ITS AGENTS.

v). THE LICENSE FEE INCLUDES A TEST SYSTEM COPY, WHICH CONSISTS OF THE RIGHT TO USE THE SOFTWARE FOR NON-PRODUCTION TEST PURPOSES, INCLUDING BUT NOT LIMITED TO, PROBLEM/DEFECT IDENTIFICATION, REMEDIATION, AND RESOLUTION, DEBUGGING, NEW VERSION EVALUATION, SOFTWARE INTERFACE TESTING, AND DISASTER RECOVERY TECHNIQUE ANALYSIS AND IMPLEMENTATION.

vi). IN THE EVENT THAT ALL OF AN AUTHORIZED USER'S COPIES OF THE SOFTWARE, INCLUDING ALL BACKUP COPIES, ARE DESTROYED, IRREPARABLY DAMAGED OR OTHERWISE LOST DUE TO FIRE, EXPLOSION, SABOTAGE, FLOOD OR OTHER DISASTER, SUPPLIER SHALL PROVIDE TO SUCH AUTHORIZED USER, AT NO ADDITIONAL COST, REPLACEMENT COPIES OF THE SOFTWARE AND DOCUMENTATION. NOTHING CONTAINED IN THIS SECTION SHALL OBLIGATE SUPPLIER TO REPLACE OR ASSIST IN THE RECOVERY OF DATA LOST CONCURRENT WITH THE LOSS OF THE SOFTWARE.

vii). AN AUTHORIZED USER MAY MAKE A REASONABLE NUMBER OF COPIES OF THE SOFTWARE AND DOCUMENTATION FOR USE IN TRAINING, SUPPORT, DEMONSTRATIONS, BACKUP, ARCHIVING, DISASTER RECOVERY AND DEVELOPMENT AND MAY RUN THE SOFTWARE CONCURRENTLY AT A BACK-UP SITE FOR NO ADDITIONAL LICENSE FEES OR COSTS. SUCH AUTHORIZED USER AGREES THAT ANY COPIES OF THE SOFTWARE OR DOCUMENTATION THAT IT MAKES UNDER THIS CONTRACT SHALL BEAR ALL COPYRIGHT, TRADEMARK AND OTHER PROPRIETARY NOTICES INCLUDED THEREIN BY SUPPLIER.

viii). EXCEPT AS EXPRESSLY AUTHORIZED, AN AUTHORIZED USER SHALL NOT DISTRIBUTE THE SOFTWARE TO ANY THIRD PARTY WITHOUT SUPPLIER'S PRIOR WRITTEN CONSENT.

ix). EXCEPT AS PROVIDED OR ALLOWED BY LAW, NO PARTY SHALL REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR OTHERWISE ATTEMPT TO DERIVE SOURCE CODE OR OTHER TRADE SECRETS FROM ANY SOFTWARE OR OTHER INTELLECTUAL PROPERTY OF ANY OTHER PARTY.

SOFTWARE LICENSED BY SOFTWARE PUBLISHER] SUPPLIER SHALL PROVIDE SOFTWARE WHICH IS LICENSED DIRECTLY FROM THE SOFTWARE PUBLISHER THROUGH THE END USER LICENSING AGREEMENT (EULA) ATTACHED HERETO AS EXHIBIT D. IF THE EULA PROVIDES FOR A "PERPETUAL" LICENSE, IT IS EXPRESSLY UNDERSTOOD THAT "PERPETUAL" LICENSE RIGHTS SHALL COMMENCE UPON DELIVERY OF THE SOFTWARE AND SHALL EXIST IN PERPETuity UNLESS OTHERWISE TERMINATED IN ACCORDANCE WITH THE APPlicable PROVISIONS OF THE CONTRACT.

NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO RESTRICT OR LIMIT AN AUTHORIZED USER’S RIGHTS TO USE ANY TECHNICAL DATA WHICH SUCH AUTHORIZED USER MAY ALREADY POSSESS OR ACQUIRE UNDER PROPER AUTHORIZATION FROM OTHER SOURCES.

COMPLIANCE WITH THE TERMS AND CONDITIONS OF ANY LICENSE GRANTED PURSUANT TO THIS CONTRACT IS SOLELY THE RESPONSIBILITY OF THE AUTHORIZED USER WHICH PURCHASED SUCH LICENSE AND NOT THE RESPONSIBILITY OF VITA, UNLESS VITA PURCHASED SUCH LICENSE ON ITS OWN BEHALF.

B. LICENSE TYPE

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and shall be set forth in Exhibit B and identified on any order issued pursuant to this Contract.

Designated CPU License

The license(s) granted under this Section authorizes use of the Software only on the number of CPU(s) listed on Exhibit B. An Authorized User may transfer the Software to a different machine to the extent that the license price for such new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction, (ii) performance of maintenance, or (iii) modification to the licensed CPU, or (iv) because the Software is being transferred to another CPU, such Authorized User may use the Software on a replacement CPU as long as required by the mentioned conditions.
Concurrent Use license

The license(s) granted under this Section authorizes use of the Software on any system based on the total number of Concurrent Users. The number of “Concurrent Users” is defined as the maximum number of concurrent Sessions connected at a given point in time. A “Session” is defined as an active user executing the Software. The Authorized User shall specify an initial number of Concurrent User licenses in its initial order pursuant to this Contract. An Authorized User may increase the number of Concurrent User licenses upon issuing an order for additional Concurrent User licenses. The license fee for additional Concurrent User licenses and payment of the license fee is set forth on Exhibit B.

Site License

The license(s) granted under this Section authorizes use of the Software on any system located at the “Site” as such term is defined in the applicable order.

Project Specific License

The Project Specific License authorizes use of the Software on any CPU, on any system, and by any user, without limitation as to quantity or location.

Enterprise Wide License

The Enterprise Wide License authorizes use of the Software on any CPU, on any system, and by any user within the “Enterprise”, as such term is defined in the applicable order, without limitation as to the quantity or location or project.

C. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”)

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany Software upon delivery (“shrink wrap”), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

5. DELIVERY AND INSTALLATION

A. Scheduling

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order.

B. Installation of Software

1. Supplier Installation of Software

The Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the order. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User’s user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order shall result in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one half percent (1/2) of the total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.
2. **Authorized User Installation of Software**
   If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

C. **Documentation of Software Configuration**
   If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

6. **ACCEPTANCE AND CURE PERIOD**

A. **Acceptance**
   Software shall be deemed accepted upon Receipt by the Authorized User, subject to Supplier’s standard return policy. Such Authorized User agrees to commence Acceptance testing upon receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than fifteen (15) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts [URL](http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf), or a successor URL(s). Authorized User shall provide to Supplier written notice of non-Acceptance upon completion of unsuccessful Acceptance testing. Should Authorized User fail to provide Supplier written notice of non-Acceptance within fifteen (15) days following the Acceptance testing period, the Software shall be deemed to successfully operate in accordance with the Requirements.

B. **Cure Period**
   Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User’s written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a “partial Acceptance” of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier.

7. **WARRANTY SERVICES**
   At any time during the Warranty Period of one (1) year after Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:
A. Known Defects
Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a workaround until a correction is available, within five (5) days of Supplier’s knowledge of such defect or malfunction.

B. Coverage
Monday through Friday, 8 a.m. to 5 p.m., excluding Commonwealth holidays, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

C. Service Levels
Supplier will make commercially reasonable efforts to meet Service Levels subject to manufacturer’s end user license agreement. Respond to problems with the Software identified by an Authorized User in no more than two (2) hours after notification. Resolve all problems according to the following:

i). Priority 1 (Software inoperable) within six (6) hours
ii). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours
iii). Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.
The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User.

D. Remedies
If Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following written notification by an Authorized User, Supplier shall, at such Authorized User’s request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

8. MAINTENANCE SERVICES
Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit B, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf, or a successor URL(s)).

In addition to the minimum Maintenance Services described in this section, Exhibit C provides detailed descriptions of Supplier’s additional maintenance offerings, if any, and Supplier’s associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. Exhibit C defines coverage periods, response times, and restore times.

A. Ordering
An Authorized User may order Maintenance Services for any Software at any time during the term of the Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:
Software product and number of units for which Maintenance Services shall be provided, Maintenance Level to be provided, and Maintenance Period for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier’s receipt of Authorized User’s written notice, in the form of a modification to an order.

Unless otherwise agreed by the Authorized User and Supplier, the Maintenance Period for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance on such Software product.

B. Renewal
Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year’s Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

C. Services
At a minimum, Maintenance Services shall include the following:

1. Known Defects
Supplier’s offerings and responsibilities related to known defects in the Software are described in Exhibit C.

2. New Releases
Supplier’s offerings and responsibilities related to new releases of the Software are described in Exhibit C.

3. Coverage
Supplier’s offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the Software are described in Exhibit C.

4. Service Levels
Supplier’s offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit C.

5. Additional Maintenance Services
Supplier’s additional Maintenance Service offerings are described in Exhibit C.

D. Software Evolution
Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.
If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

E. Escalation Procedures

F. Remedies

In addition to any remedies described in Exhibit C, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User’s request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

9. GENERAL WARRANTY

Supplier warrants and represents to VITA the Software described in Exhibit A as follows:

A. Ownership

Supplier is the owner of the Software or otherwise has the right to grant the license to use the Software granted hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Software and Documentation

Supplier warrants the following with respect to the Software:

i). If the RFP specified or Exhibit A specifies the hardware equipment an Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the Effective Date. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by an Authorized User.

ii). If an order issued by an Authorized User pursuant to this Contract specified the hardware equipment such Authorized User shall use to run the Software, then Supplier warrants the Software, and any subsequent release, is compatible with and shall perform as stated with such hardware for a period of five (5) years of the date of such order. However Supplier will in no event be liable for the failure of Software if such failure is due to changes in the hardware or use of third party software by such Authorized User.

iii). The Software provided hereunder is at the current release level unless an Authorized User specifies an older version in its order, in which case item (iii) shall not apply and the older version of the Software, and any subsequent release, is compatible with and shall perform as stated with any hardware specified in the applicable order for a period of five (5) years of the date of such order; and

iv). No corrections, work-arounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software.
C. Limited Warranty
During the warranty period of one (1) year, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Software to meet the Requirements.

D. Malicious Code
Supplier has used its commercially reasonable efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does 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 Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source
Supplier will notify all Authorized Users if the Software contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this contract.

F. Supplier’s Viability
Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being 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.

G. Supplier’s Past Experience
Supplier warrants that the Software has been installed and is operating in a production environment in a non-related third party’s facility without significant problems due to the Software or Supplier.

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

10. TRAINING AND DOCUMENTATION
The license fee includes all costs for the training of one Authorized User trainer at such Authorized User’s designated location on the use and operation of the Software, including instruction in any necessary conversion of Authorized User’s data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit B.

Supplier shall deliver to the Authorized User, complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier’s copyright notice.
11. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges
As consideration for the Software license(s) and Services provided herein, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall 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, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reproduction Rights
At an Authorized User’s request, and as authorized by the manufacturer, Supplier shall provide the Authorized User with a reproducible media if requested. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Evaluation Copy of Software
Supplier shall make available to any Authorized User Software for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

D. Ordering
Notwithstanding all Authorized User’s rights to purchase or license Supplier’s products or services under this Contract, an Authorized User is under no obligation to purchase or license 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:

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

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

This ordering authority is limited to issuing orders for the Software and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User’s order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.
Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

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

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

i). Software or Service type and description
ii). Quantity, charge and extended pricing for each Software and/or Service item
iii). Applicable order date
iv). This Contract number and the applicable order number
v). Supplier’s Federal Employer Identification Number (FEIN).

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 Software has been accepted. Charges for Software 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.

In the event Software is shipped without the applicable Documentation, payment shall not be due until the required Documentation is provided.

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

G. Alternate Channel Participation (Resellers/Distributors)
It is the intention of VITA to allow Resellers (including Value Added Resellers (VARs), distributors and dealers) to participate as alternate distribution sources for Supplier under the following conditions:

i). Supplier shall provide to VITA the names and applicable contact information of its authorized Resellers. VITA may, at its sole discretion, issue a solicitation in accordance with the Virginia
Public Procurement Act (VPPA), §§ 2.2-4300 et seq. of the Code of Virginia, for the participation of such Resellers as alternate distribution sources for Supplier.

ii). Once a Reseller is issued a contract in accordance with the VPPA, an Authorized User may issue an order directly to such Reseller, in accordance with the VPPA and/or other applicable statutes or regulations. Reseller shall ship and bill Authorized Users directly in accordance with the terms of its contract with VITA, on behalf of the Commonwealth of Virginia.

iii). Orders placed with Resellers pursuant to a contract awarded in accordance with items (i) and (ii) above may contain only Software previously approved for license under this Contract.

iv). Reseller may invoice and will be paid in accordance with the terms of its contract with VITA.

v). Supplier agrees that all licenses for the Software acquired by Authorized User through a Reseller shall be governed by the terms and conditions of this Contract in lieu of VITA’s execution of a sublicense agreement with Reseller, regardless of whether such Authorized User referenced this Contract in its order.

vi). As to all Software acquired through Resellers, Supplier warrants and represents that all warranties and indemnities set forth in the Contract will be honored by Supplier as to such Software, regardless of whether the ordering Authorized User referenced this Contract in its order.

12. 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 [http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls](http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls). The report 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 [http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls](http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls).

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.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier’s report should include spend on
all Supplier’s contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

Subject to the information and materials listed on Attachment A of the Escrow Agreement being released to the Commonwealth pursuant to the terms of the Escrow Agreement, which is an agreement supplementary hereto, Supplier hereby grants to the Commonwealth a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed hereunder, along with all related documentation.

Any Authorized User which is not a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia may require Supplier to execute an additional escrow agreement subject to the same requirements and binding Supplier to the same obligations as described above but naming such Authorized User as the beneficiary of the escrow agreement. Subject to the information and materials listed in such escrow agreement being released to such Authorized User, Supplier hereby grants to such Authorized User a royalty-free, perpetual, irrevocable license, that permits disclosure to a third party support-vendor of a complete and accurate copy of then-current source code for the Software licensed to such Authorized User, along with all related documentation.

13. COMPETITIVE PRICING
Subject to applicable law and competitive market consideration, Supplier represents that it will use reasonable commercial efforts to offer prices for products herein that are competitive with the prices offered by Supplier to other similarly situated customers under the same terms and conditions for purchase of a comparable volume of the same products from Supplier.

14. CONFIDENTIALITY

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

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

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

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

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

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

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

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

15. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, “Commonwealth’s Indemnified Parties”) from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys’ and accountants’ fees and disbursements) and costs (each, a “Claim” and collectively, “Claims”), incurred by, borne by or asserted against any of Commonwealth’s Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Software or the Services, or (v) any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to 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 Software or that the provision of Services under this Contract infringes any third party’s intellectual property rights and Supplier is of the opinion that the allegations in such Claim are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth’s Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party’s intellectual property rights by any of the Software or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Software or Services, along with any other components of any
products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability
Supplier shall have 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. IN THE EVENT OF ANY LIABILITY INCURRED BY SUPPLIER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SUPPLIER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY THE AUTHORIZED USER FOR EITHER THE PRODUCT(S) GIVING RISE TO THE CLAIM OR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM; OR (B) $100,000.00.

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

17. BANKRUPTCY
If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, or an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this
Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier’s assumption or rejection shall not be a breach of this Contract, and shall not affect the right of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

18. GENERAL PROVISIONS

A. Relationship between VITA, Authorized User, and Supplier
Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, 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 related to any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of Supplier’s performance 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, that are hereby incorporated by reference:

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.

In order to provide agencies with all information available regarding compliance with Section 508 accessibility standards so that they can make informed decisions, Supplier makes available on its website, www.cdwg.com/508, accessibility features on products and services it offers for sale. Supplier’s website includes information and links to manufacturers for each product or service with Section 508 information. This information is compiled using information received from the manufacturer, and Supplier will make all reasonable efforts to ensure that the information is timely and appropriately updated.

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 such 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 US 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 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, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

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 Software 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:

i). Three (3) years from Software delivery or Service performance date;

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

iii). Excludes access to Supplier cost information.
In no event shall 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, Supplier shall not hire an employee of an Authorized User who has substantially worked on any project covered by this Contract without prior written consent. 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. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.
Q. 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:

a). Exhibit A  Software Functional Requirements
b). Exhibit B  Software Product List, Software License Fee, Service Charges and Payment Schedule
c). Exhibit C  Software Maintenance Services description
d). Exhibit D  End User Licensing Agreement (for reference only)
e). Exhibit E  Escrow Agreement
f). Exhibit F  Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede 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 A, any individual order, Exhibit D.

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any 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.

CDW Government, Inc.

By: [Signature]

Name: Tara K. Pachuri
Title: Director, Program Sales
Date: Jan 27, 2009

Address for Notice:
CDW Government, Inc.
2 Enterprise Drive, Suite 404
Shelton, CT 06484
Attention: Director, Program Sales
With a copy to:
CDW Government, Inc.
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

VITA

By: [Signature]

Name: James T. Roberts
Title: Director Finance & Administration
Date: 2-02-09

Address for Notice:

Attention: Contract Administrator
Attn: General Counsel
COTS Software

COTS Software is considered to be commercially available software read to run without customization.

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*Utilizes the Commonwealth’s existing CLP agreement

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Note: Media may be downloadable which will effect additional cost savings.

Academic Pricing

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**This is TLP, Not CLP, Academic institutions can easily qualify for CLP and realize greater savings.**

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*Note: These manufacturers do not allow discounting from our Ad Price

Warranty is software publisher's warranty

*For purposes of evaluation VITA will create a market basket.*

*Please provide link to publicly available price list.*

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EXHIBIT E: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: [Signature]

Printed Name: Tara K. Barbieri

Organization: CDW Government Inc. (CDW-G)

Date: January 30, 2009