

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

NETWORKING EQUIPMENT, SOFTWARE AND SERVICES

#01071615

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The NETWORKING EQUIPMENT, SOFTWARE AND SERVICES contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating “Per TIPS Contract”. The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor’s responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759	Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	01071615	Department Building		Telephone
Title	Networking Equipment, Software and Services			Fax
Bid Type	RFP	Floor/Room		Email
Issue Date	05/01/2015	Telephone	+1 (866) 839-8477	
Close Date	6/12/2015 3:00:00 PM CT	Fax	+1 (866) 839-8472	
Need by Date		Email	bids@tips-usa.com	

Supplier Information

Company USACI
Address PO Box 940128

Plano, TX 75074
Contact Jessica Hartley
Department
Building
Floor/Room
Telephone 1 (972) 6730333
Fax 1 (972) 6730222
Email jhartley@usaci.com
Submitted 6/5/2015 3:34:39 PM CT
Total \$0.00

Signature Tara Geiger

Email tara.geiger@usaci.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	<p>1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you.</p> <p>2. Choose one of the following audio options:</p> <p>TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended.</p> <p>-- OR --</p> <p>TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below.</p> <p>United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar</p>
05/07/15	Pre-Bid Webinar	<p>Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST</p>
05/13/15	Pre-Bid Webinar (Recorded)	<p>If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No

9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	7
15	Years Experience	Company years experience in this category?	15
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	
18	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	USACI has been helping businesses, governmental agencies, and educational institutions solve their IT challenges for over 20 years. Leveraging the latest technology from Best in the Business partners, USACI delivers superior solutions backed by a customer care center focused on service.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
20	Primary Contact Name	Primary Contact Name	Jessica Hartley
21	Primary Contact Title	Primary Contact Title	CEO
22	Primary Contact Email	Primary Contact Email	jhartley@usaci.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9726730222
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Tara Geiger
27	Secondary Contact Title	Secondary Contact Title	Sales Support
28	Secondary Contact Email	Secondary Contact Email	tara.geiger@usaci.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	

31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Tara Geiger
33	2% Contact Email	2% Contact Email	tara.geiger@usaci.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Jessica Hartley
37	Purchase Order Contact Email	Purchase Order Contact Email	jhartley@usaci.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
39	Company Website	Company Website (Format - www.company.com)	www.usaci.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2425449
41	Primary Address	Primary Address	PO Box 940128
42	Primary Address City	Primary Address City	Plano
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	75074
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Netscaler, CloudBridge, Citrix, Switches, Fortinet, FortiSwitch, FortiAP, Access Points, Juniper, HP, server, Networking, firewall, optimization
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items	
	Response Total: \$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City
Ingram Micro	1600 E. St. Andrew Place	Santa Ana
FineTec	2075 Zanker Road	San Jose
Core3	11 Clinton Street	Morristown

State	Zip	Contact Name
CA	92705	Felicity (Li) Fruscione
CA	95131	Matthew Roseman
NJ	7960	Steve Fox

Contact Email	Contact Phone	Contact Fax
felicity.fruscione@ingrammicro.com	800-456-8000	N/A
matthewr@finetec.com	408-943-9193	408-943-9198
STEVE@CORE3TECH.COM	973-975-0500	N/A

Company Website

<http://us-new.ingrammicro.com/>

www.finetec.com

WWW.CORE3TECH.COM

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Women's Business Council - Southwest (WBCS), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to remain certified with the WBCS, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the WBCS in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the WBCS and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the WBCS, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	1752425449100
File/Vendor Number:	81532
Approval Date:	12-NOV-2014
Scheduled Expiration Date:	30-NOV-2015

In accordance with the Memorandum of Agreement between the
Women's Business Council - Southwest (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

USA CONSULTING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 23-DEC-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

A handwritten signature in black ink that reads "Paul A. Gibson".

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



hereby grants

National Women's Business Enterprise Certification
to
USA Consulting, Inc.
dba
USACI Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Expiration Date: 11/30/2015
WBENC National Certificate Number: 2005109468

WBENC National WBE Certification was processed and validated by
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Authorized by Debbie Hurst, President,
Women's Business Council – Southwest



NAICS Codes: 454390, 541511, 541512, 541513

UNSPSC Codes: 43211502, 43211501, 81110000, 43211506, 43211512, 43232202, 81111600, 81111812, 81112300, 83121603



Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms and provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

Jemin A. Hardley
Signature of Authorized Company Official Date

Printed Name of Authorized Company Official

Company Name _____

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES _____ Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES _____ Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

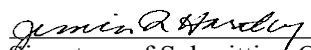
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this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

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Organization

Address of Organization

Name / Title of Submitting Official


Signature of Submitting Official

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES _____ Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO ____ Initial of Authorized Company Official

YES ____ Initial of Authorized Company Official

Company Official: _____

Company: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: USACI Corp

Mailing Address: PO Box 940128

City: Plano

State: TX

Zip: 75074

Telephone Number: (972) 673-0333

Fax Number: (972) 673-0222

Email Address: jhartley@usaci.com

Authorized Signature: 

Printed Name: Jessica Hartley

Position: CEO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 7-16-15
TIPS Authorized Signature Date

 7-16-15
Approved by Region VIII ESC Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Bellaire	Bellaire	TX	Larry Parks	(713)662-8222
LA Workforce Commission	Baton Rouge	LA	Jane Boettcher	(225)342-3219
City of Rogers	Rogers	AR	Ryan Breese	(479) 986-6826



Citrix Appliance Maintenance And License Agreement

Citrix Appliance Maintenance & License Information

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How to Contact Citrix Technical Support

If you purchased maintenance for this product, you can contact Citrix Technical Support by phone and via the internet. You will need to provide the relevant appliance serial number.

Phone

- From North America, Latin America, and the Caribbean, dial: 1-800-424-8749 or (954) 267-2599.
- From EMEA (Europe, Middle East, Africa), dial: 00353-1-805-5000.
- From APAC (Australia, New Zealand and Asia), dial: +61-2 8870 0899.
- From Japan, contact your distributor directly.

You may also find your country specific toll-free phone number at www.citrix.com/English/ss/supportContacts.asp.

Internet

- Log on to www.mycitrix.com
- Navigate to the Toolbox and select "My Support." This will direct you to the eService Self Service Homepage. This view provides links with associated descriptions in a user friendly web-based format. These links will include Service Requests, Agreements and Returns / Exchange Orders. You can find more details as you navigate through each link.

Email

- From North America, Latin America and the Caribbean, use techsupport_na@citrix.com.
- From EMEA (Europe, Middle East, & Africa), use techsupport_emea@citrix.com.
- From APAC (Australia, New Zealand and Asia), use techsupport_apac@citrix.com.
- From Japan, contact your distributor directly.

Citrix Appliance Maintenance Program Overview

As a Citrix customer, you are entitled the following services as described in this document to the extent you have ordered and paid in full the Annual Fee for the applicable service. Maintenance may not be available on certain entry level Citrix Access Gateway Appliances.

You put confidence in us when you installed our products in your network infrastructure. We want that confidence to last, and are committed to making sure your Citrix Appliance is successfully implemented and continues to work to provide a robust solution for your applications. The Citrix Appliance Maintenance Program has been designed to help sustain, grow and enhance our products within your infrastructure, so you can be assured of their performance every step of the way.

The levels of maintenance that are available for the Citrix products are:

Bronze

- Unlimited incidents during each one-year term
- Standard business hours (see technical support coverage hours below)
- One year of software updates and bug fixes
- Standard replacement for materials (ships within 10 business days after issuing the RMA number*)

Silver

- Unlimited incidents during each one-year term
- Standard business hours (see technical support coverage hours below)
- One year of software updates and bug fixes
- Advanced replacement for materials (ships within 1 business day after issuing the RMA number*)

Gold

- Unlimited incidents during each one-year term
- 24 x 7 coverage hours
- One year of software updates and bug fixes
- Advanced replacement for materials (ships within 1 business day after issuing the RMA number*)

* Note: In countries where regulation requires export approval documentation in advance of RMA shipment, the time for shipment may be longer.

Citrix Appliance Technical Support Coverage Hours

	Bronze	Silver	Gold
North America, Latin America, and the Caribbean	8 a.m. to 9 p.m. U.S. Eastern time, Monday - Friday	8 a.m. to 9 p.m. U.S. Eastern time, Monday - Friday	24 x 7
Asia (excluding Japan*)	8 a.m. to 6 p.m. Hong Kong time, Monday - Friday	8 a.m. to 6 p.m. Hong Kong time, Monday - Friday	24 x 7
Australia & New Zealand	8 a.m. to 6 p.m. AEST, Monday - Friday	8 a.m. to 6 p.m. AEST, Monday - Friday	24 x 7
Europe, Middle East, & Africa	8 a.m. to 6 p.m. GMT, Monday - Friday	8 a.m. to 6 p.m. GMT, Monday - Friday	24 x 7

* Customers in Japan should contact their local distributor for technical support coverage.

Our tiered Citrix Appliance Maintenance Program allows you to select the level of service that is best for you. Our goal is to continue to earn your confidence and to exceed your expectations. If you have not already chosen a Citrix Appliance Maintenance Program, review the levels above. To learn more, contact your local Citrix Solutions Advisor (CSA) or locate your local Citrix sales office at www.citrix.com/site/contact/index.asp.

Citrix Appliance Maintenance Agreement

The following terms and conditions (this “Agreement”) shall govern the provision of maintenance services by Citrix Systems, Inc. or Citrix Systems International GmbH to you (the “Customer”) of Citrix appliance products (the “Products”). Customer’s location of receipt of these maintenance services determines the providing entity hereunder (the applicable entity is hereinafter referred to as “Citrix”). Citrix Systems, Inc., a Delaware corporation, licenses these Products in the Americas and Japan and provides maintenance services in the Americas. Citrix Systems International GmbH, a Swiss company wholly owned by Citrix Systems, Inc., licenses these Products and provides maintenance services in Europe, the Middle East, and Africa, and licenses these Products in Asia and the Pacific (excluding Japan). Citrix Systems Asia Pacific Pty Ltd. provides maintenance services in Asia and the Pacific (excluding Japan).

In the event Customer has purchased the Products through a Citrix authorized reseller (a “Reseller”), Customer will be entitled to all the rights herein set forth related to the level of service requested and paid for by it provided Customer is the original purchaser of the covered Products.

1. SERVICES PROVIDED BY CITRIX.

Citrix offers a range of maintenance programs for its Products (including standard Products and optional Products) as described below and as summarized in the attached Citrix Appliance Maintenance Program Overview (the “Program Overview”). Customer shall be entitled to receive the following services to the extent Customer has ordered and paid in full the Annual Fee (as defined below) for the applicable service. Customer must purchase maintenance services for its optional Products where Customer has maintenance services in place for the corresponding standard Product. Customer may purchase maintenance services for its optional Products only where it has maintenance services in place for the corresponding standard Product. Customer may also purchase optional installation and/or consulting services as offered by Citrix.

Extended Hardware Warranty – includes the following:

Except as otherwise provided in this Agreement, Citrix warrants to Customer that the Hardware (as defined below) shall be free from material defects in materials and workmanship during the term of this Agreement. Citrix’ sole liability and Customer’s exclusive remedy under this warranty shall be limited to repair or replacement of, or refund of the price paid for, the non-conforming Product at Citrix’ sole option. For purposes of this Agreement, “Hardware” shall mean that portion of the Product that is not the Software. For purposes of this Agreement, “Software” shall mean the Product software, in

machine-readable form, and accompanying user documentation licensed to Customer by Citrix pursuant to the attached agreement between Customer and Citrix for such license (“Software License Agreement”).

Software Subscription Service – includes the following:

Software Updates.

Customer’s subscription for Software (“Subscription Advantage”) shall be effective during the term of this Agreement, subject to Customer’s purchase of annual renewals (the “Subscription Term”).

During the Subscription Term, Citrix may, from time to time, generally make Updates available for licensing to the public. For the purposes of this Agreement, an Update shall mean a generally available release of the same Software. Upon general availability of Updates during the Subscription Term, Customer may obtain Updates by downloading the Update from Citrix’ server via the Internet. Any such Updates so delivered to Customer shall be considered Software under the terms of this Agreement and the Software License Agreement, except they are not covered by the Limited Warranty applicable to Software, to the extent permitted by applicable law. Subscription Advantage may be purchased for the Software until it is no longer offered in accordance with the Citrix Product Support Lifecycle Policy posted at www.citrix.com.

Customer acknowledges that Citrix may develop and market new or different computer programs or editions of the Software that use portions of the Software and that perform all or part of the functions performed by the Software. Nothing contained in this Agreement shall give Customer any rights with respect to such new or different computer programs or editions. You also acknowledge that Citrix is not obligated under this Agreement to make any Updates available to the public. Any deliveries of Updates shall be Ex Works Citrix (Incoterms 2000).

Bronze/Silver/Gold Maintenance

Bronze Maintenance includes all of the services set forth above under Extended Warranty Program and Software Subscription Service, plus each of the following:

Telephone Support. During the term of this Agreement, Citrix shall provide Customer technical telephone support for the Product through the Citrix support line during designated business hours. Citrix Appliance Support Coverage hours are indicated in the Program Overview. Citrix support technicians shall only be obligated to respond to Customer’s designated contacts.

Support Service Level. Citrix shall respond within twenty four (24) hours of receiving an inquiry from Customer if

received during a business day (or if received on a day other than a business day, within twenty four (24) hours of the opening of business on the succeeding business day) regarding use or installation of the Product, and use diligent efforts to answer questions and resolve problems.

Returns. During the term of this Agreement, Customer shall have the right to return to Citrix any defective Product subject to the limited warranty set forth in the Extended Warranty Program above. Prior to such return, Customer shall verify that said Product is defective and shall obtain from Citrix a Return Material Authorization ("RMA") number. Customer shall request each RMA number from Citrix in accordance with Citrix' RMA procedures including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information. Citrix shall ship via a recognized express courier service a replacement Product to Customer no later than ten (10) business days after Citrix' issuance of an RMA number (or longer in countries where regulation requires export approval documentation in advance of RMA shipment). The replacement Product may be a new or reconditioned Product (of better or equivalent quality) at Citrix' sole discretion. Citrix shall pay the shipping costs to ship the replacement Product to Customer, but Customer shall bear any and all risk of loss of or damage to said Product at all times after said Product is made available by Citrix to the common carrier. Within five (5) business days after Citrix issues an RMA number for the defective Product, Customer shall package said Product in its original packing material or equivalent, write the RMA number on the outside of the package and return said Product, at Customer's cost, shipped properly insured, freight prepaid, DDP (Incoterms 2000) Citrix' designated facility. Customer shall enclose with the returned Product the applicable RMA form, and any other documentation or information requested by Citrix. Customer shall assume any and all risk of loss of or damage to such Product during shipping. Title to the defective Product shall pass to Citrix upon Citrix' receipt thereof. When a replacement Product is provided and Customer fails to return the defective Product to Citrix within ten (10) business days after Citrix issues an RMA number for the defective Product, Citrix may charge Customer, and Customer shall pay for the replacement Product at the then current list price. The warranty period of any replacement Product shall be the longer of (a) ninety (90) calendar days from Citrix' shipment of said Product or (b) the remainder of the applicable warranty period for said Product pursuant to the Extended Warranty Program.

Silver Maintenance includes all of the services set forth above under Extended Warranty Program and Software Subscription Service plus each of the following:

Telephone Support. During the term of this Agreement, Citrix shall provide Customer technical telephone support for the Product through the Citrix support line during

designated business hours. Citrix Appliance Support Coverage hours are indicated in the Program Overview. Citrix support technicians shall only be obligated to respond to Customer's designated contacts.

Support Service Level. Citrix shall respond within twelve (12) hours of receiving an inquiry from Customer if received during a business day (or if received on a day other than a business day, within twelve (12) hours of the opening of business on the succeeding business day) regarding use or installation of the Product, and use diligent efforts to answer questions and resolve problems.

Returns. During the term of this Agreement, Customer shall have the right to return to Citrix any defective Product subject to the limited warranty set forth in the Extended Warranty Program above pursuant to the Advance Return provisions set forth below.

Gold Maintenance includes all of services set forth above under Extended Warranty Program and Software Subscription Service plus each of the following:

Telephone Support. During the term of this Agreement, Citrix shall provide Customer technical telephone support for the Product through the Citrix support line twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Citrix' support technician shall only be obligated to respond to Customer's designated contacts.

Support Service Level. Citrix shall respond within two (2) hours of receiving an inquiry from Customer regarding use or installation of the Product, and use diligent efforts to answer questions and resolve problems.

Returns. During the term of this Agreement, Customer shall have the right to return to Citrix any defective Product subject to the limited warranty set forth in the Extended Warranty Program above pursuant to the Advance Return provisions set forth below.

Advance Return

Prior to any return as to which Advance Return applies, Customer shall first verify that said Product is defective and shall obtain from Citrix a Return Material Authorization ("RMA") number. Customer shall request each RMA number from Citrix in accordance with Citrix' RMA procedures including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information. Citrix shall ship via a recognized express courier service a replacement Product to Customer no later than one (1) business day after Citrix' issuance of an RMA number, except in countries where regulation requires export approval documentation in advance of RMA shipment (current list shown in the table below). The replacement Product may be a new or reconditioned

Product (of better or equivalent quality) at Citrix' sole discretion. Citrix shall pay the shipping costs to ship the replacement Product to Customer, but Customer shall bear any and all risk of loss of or damage to said Product at all times after said Product is made available by Citrix to the common carrier. Within five (5) business days after Citrix issues an RMA number for the defective Product, Customer shall package said Product in its original packing material or equivalent, write the RMA number on the outside of the package and return said Product, at Citrix' shipping expense to Citrix' designated facility. Title to the defective Product shall pass to Citrix upon Citrix' receipt thereof. When a replacement Product is provided and Customer fails to return the defective Product to Citrix within ten (10) business days after Citrix issues an RMA number for the defective Product, Citrix may charge Customer, and Customer shall pay for the replacement Product at the then current list price. The warranty period of any replacement Product shall be the longer of (a) ninety (90) calendar days from Citrix' shipment of said Product or (b) the remainder of the applicable warranty period for said Product pursuant to the Extended Warranty Program.

Current list of countries requiring export approval documentation before shipment of replacement Product:

Country	RMA Documents	Time Estimate
Egypt	CVO/EX A/Embassy	10 business days
Jordan	CVO/EX A/Embassy/Min. foreign	10 business days
Kuwait	EX A/Embassy/CVO	10 business days
Qatar	EX A/Embassy/CVO/Min. foreign	10 business days
Norway	EU A	1 business day
Switzerland	EU A	1 business day
Dubai/United Arab Emirates	CVO/EX A	2 business days
Israel	CVA/EX A	2 business days
Russian Federation	EX A	2 business days
Saudi Arabia	EX A/CVO	2 business days
South Africa	EX A	2 business days
Turkey	EX A/ATR	2 business days

4-hour Advance Return

Where available, and upon payment of the applicable fees, Customers receiving Gold Maintenance may select an optional expedited Advance Return service. The features of the 4-hour Advance Return are the same as the

standard Advance Return above, except that Citrix shall ship via a recognized express courier service a replacement Product to Customer no later than four (4) hours after Citrix' issuance of an RMA number.

Onsite Support

This Agreement does not include onsite support. In critical situations, Customer may request onsite support as a separate and distinct billable service, subject to a separate agreement between Citrix and Customer. Onsite support is subject to Citrix resource availability, and the tasks performed will vary based on the situation, environment, and business impact of the problem.

Product Development Support

In situations where Citrix cannot provide a satisfactory resolution to Customer's critical problem through normal support methods, Citrix may engage its product development team to create a Customer-specific solution (a "Private Fix") to the Products. Private Fixes are designed to address a specific Customer situation and may not be distributed by Customer outside the Customer organization without written consent from Citrix. Private Fixes and hotfixes are provided „as-is“, without warranty of any kind or infringement indemnification applicable to Software pursuant to the Software License Agreement to the extent permitted by applicable law. Citrix retains all right, title and interest in and to all Private Fixes.

Technical Relations Management

Customer may select an optional Technical Relations Manager (TRM) to enhance the technical support relationship between Customer and Citrix. The TRM provides high-level technical expertise and proactive services, and also serves as the point of information delivery and feedback to Citrix product groups, research and development teams, and other Citrix groups. These services include:

- Orientation Session. At the start of this service, an initial orientation session will be scheduled for the TRM to introduce the Customer to Citrix Technical Support contact information and processes.
 - Escalation Management. In cases where issues need engineering assistance, the TRM will act as the Customer's advocate and function as point-of-contact to assist in rapid resolution of the incident.
 - Implementation and Informational Reviews. The TRM will be a resource for the Customer to assist with product information and recommendations for integration of Citrix products in the Customer environments.
 - Incident Tracking and Status Reporting Sessions. TRM will provide the Customer on a regular basis, reports summarizing Customer account information such as incidents opened and status updates.
- TRM services can only be used in a single geographical region. Customers wishing to use TRM services in more than one region must purchase 200 hour blocks in each

region. All TRM purchased hours are valid for 12 months from date of purchase; unused TRM hours do not roll over into a subsequent Agreement term. Citrix regions are as follows: (a) Americas – North America, Latin America, and the Caribbean; (b) EMEA – Europe, Middle East and Africa; (c) Asia Pac – Asia, New Zealand and Australia and (d) Japan. Customers should contact Citrix Technical Support to determine TRM service availability in their region.

2. CUSTOMER RESPONSIBILITIES.

2.1 Customer Assistance. Citrix' performance is predicated upon the following responsibilities being fulfilled by Customer: (i) Customer agrees to provide Citrix reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Products; (ii) Customer agrees to perform reasonable problem determination activities and to perform reasonable problem resolution activities as suggested by Citrix. Customer agrees to cooperate with such requests; (iii) Customer is responsible for implementing procedures necessary to safeguard the integrity and security of Software and data from unauthorized access and for reconstructing any lost or altered files resulting from catastrophic failures; (iv) Customer is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware at Customer's site; (v) Customer is required to implement all currently available and applicable Updates and error corrections provided by Citrix under this Agreement in a timely manner, including hotfixes, hotfix rollup packs, and service packs or their equivalent; and (vi) Customer shall allow Citrix access as needed to the Products via the Internet for the purpose of providing support services and shall permit Citrix to perform the support services called for by this Agreement. Customer shall maintain Citrix supported versions of required third party software, if any. By activating Call Home functionality (should it be offered with your Products), you are agreeing that Citrix may store, transmit and use technical and related information about your use of your Products, including configuration information, number and types of users, error reports, features enabled, performance, version and patch management information, and non-personally identifiable usage statistics ("Collected Data") to facilitate the provisioning of product updates, support, education, self-help tools, market assessment and analysis, product development, invoicing and online services. Collected Data is subject to Citrix's Privacy Policy at <http://www.citrix.com/site/aboutCitrix/legal/secondLevel.asp?level2ID=2208&ntref=footer>.

3. EXCLUSIONS.

Notwithstanding anything in this Agreement to the contrary, Citrix shall have no obligation or responsibility to provide any support services relating to problems arising

out of or related to (i) Customer's failure to implement all updates to the Software which are made available to Customer under this Agreement; (ii) the failure to provide a suitable installation environment; (iii) Customer's customization to the operating system or environment that adversely affects the Software; (iv) any alteration, modification, enhancement or addition to the Products performed by parties other than Citrix; (v) use of the Products in a manner, or for a purpose, for which it was not designed; (vi) accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products; (vii) operation of the Products outside of environmental specifications; (viii) interconnection of the Software with other software products not supplied by Citrix; (ix) use of the Software on any systems other than the specified hardware platform for such Software; or (x) introduction of data into any database used by the Software by any means other than the use of the Software. Notwithstanding anything else contained in this Agreement to the contrary, Citrix shall only be obligated to provide support for eligible Products as indicated in the Citrix Appliance End of Life Policy available www.citrix.com. Services not covered under this Agreement, including support for any earlier versions of the Products may be obtained at Citrix's then-current terms and conditions for such services.

4. COMPENSATION AND TAXES.

4.1 Compensation. As compensation for the Initial Term, Customer agrees to pay for the services to be provided hereunder a fee in the amount of the Annual Fee as quoted to Customer by Citrix or the Reseller (the "Annual Fee"). Thereafter, Citrix (or the Reseller, if applicable) shall invoice Customer for the Annual Fee for any renewal period no earlier than sixty (60) calendar days prior to the expiration of the then current term. If pursuant to Section 5.1 Citrix indicates that the renewal period shall be for a period shorter than one (1) year, then the Annual Fee shall be prorated accordingly. All payments shall be due and payable within thirty (30) calendar days of the date of the invoice. Annual Fees due under this Agreement are subject to change, provided Customer receives written notice at least thirty (30) calendar days prior to the renewal date. Charges for any special services, including travel expenses, shall be invoiced monthly as such expenses are incurred; payment of such invoices shall be due and payable within thirty (30) calendar days of the date of the invoice. All amounts due Citrix hereunder shall be calculated and paid in a currency offered by Citrix and at Citrix pre-defined exchange rates.

4.2 Taxes. In addition to other payments due under this Agreement, Customer shall pay any taxes, duties or charges of any kind (including any withholding or value added taxes) imposed by any federal, state or local governmental entity for products or services provided

under this Agreement, excluding only taxes based solely on Citrix's net income, unless Customer provides Citrix with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement shall commence upon shipment of the Product (the "Effective Date") and shall continue in full force and effect for a period of one (1) year from the Effective Date (the "Initial Term"). Thereafter, this Agreement shall renew for continuous one-year periods on the anniversary date of this Agreement, unless i) either party notifies the other of its intent not to renew at least thirty (30) days prior to the renewal date, or ii) Customer fails to submit a purchase order within 30 days of the renewal date. The provisions of Sections 5 through 9 shall survive any termination or expiration of this Agreement and shall continue to apply in accordance with their terms. Except for termination for breach of this Agreement by Customer, in the event this Agreement is terminated prior to the end of a pre-paid maintenance period, the terms of this Agreement shall continue in effect until the end of such maintenance period. Citrix reserves the right to modify the maintenance services provided hereunder upon (30) days written notice to Customer; provided that such changes not take effect until Customer's subsequent renewal period.

5.2 Upgrade. Customer may at any time during the term of this Agreement upgrade to Citrix' next level of maintenance program by (i) notifying reseller of Customer's desire to upgrade, (ii) acknowledging in writing the Terms and Conditions then current for the relevant maintenance program and (iii) paying Citrix the additional Annual Fee owed in connection with such upgraded maintenance program. Upon the date agreed to by Citrix as the effective date therefore, the provisions of this Agreement shall be given effect in respect of the upgraded maintenance program and Customer shall receive credit for any unearned amounts paid hereunder by Customer. Said credit shall be applied towards the upgraded maintenance program's Annual Fee.

5.3 Termination. This Agreement shall terminate (i) upon the termination of the Software License Agreement; (ii) immediately by a party on written notice to the other party in the event that the other party is in material breach of this Agreement, if such material breach cannot be remedied; (iii) immediately by a party on written notice to the other party in the event that the other party is in material breach of this Agreement, if such material breach can be remedied, and the other party fails to cure such material breach within thirty (30) calendar days after written notice thereof; or (iv) immediately by a party on written notice to the other party in the event that the other party has committed again a previously remedied

material breach. If this Agreement is terminated for Citrix's breach, Citrix shall refund any unearned amounts paid by Customer. Otherwise, upon such termination, all earned and unpaid fees and other charges payable under this Agreement shall become immediately due and payable.

6. OWNERSHIP AND USE; WARRANTY DISCLAIMER.

6.1 Ownership and Use. All Updates and other changes, improvements, bug fixes or other modifications to the Software provided under this Agreement shall be deemed to be included within the Software and shall be subject to the terms and conditions of the Software License Agreement except that they are not covered by the warranty. With respect to installation and consulting services relating to the Product purchased from Citrix, all intellectual property rights in all reports, preexisting works and derivative works of such preexisting works, as well as installation scripts and all other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in the performance of the consulting services are and shall remain the sole and absolute property of Citrix, subject to a worldwide, nonexclusive license to Customer for internal use.

6.2 Warranty and Warranty Disclaimer. Nothing in this Agreement shall be construed as expanding or adding to the warranty in the Software License Agreement. Citrix shall use all reasonable commercial efforts to provide the support, installation and consulting services requested by Customer under this Agreement in a professional and workmanlike manner, but Citrix cannot guarantee that every question or problem raised by Customer shall be resolved. OTHER THAN THE EXPRESS LIMITED WARRANTIES MADE BY CITRIX, CITRIX MAKES, AND CUSTOMER RECEIVES, NO WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARISING IN ANY WAY OUT OF, RELATED TO, OR UNDER THIS AGREEMENT OR THE PROVISION OF MATERIALS OR SERVICES HEREUNDER, AND CITRIX HEREBY SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, STATUTORY AND OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS INCLUDING WITHOUT LIMITATION THOSE ARISING FROM A COURSE OF DEALING, LAW, USAGE OR TRADE PRACTICE AND THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND SATISFACTORY QUALITY.

7. LIMITATION OF LIABILITY.

TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL LIABILITY OF CITRIX AND ITS SUPPLIERS FOR CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT OR OTHERWISE, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS

LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE FEES PAID OR PAYABLE BY CUSTOMER FOR THE RELEVANT SERVICE UNDER THIS AGREEMENT.

8. DAMAGES WAIVER.

IN NO EVENT SHALL CITRIX OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCTS LIABILITY, EQUITY OR ANY OTHER THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE PRODUCT OR SOFTWARE, EVEN IF CITRIX OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, COSTS OR DAMAGES. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED UNDER ANY TERM OF THIS AGREEMENT.

9. GENERAL PROVISIONS.

If the maintenance, installation or consulting services are provided by Citrix Systems, Inc., this Agreement is governed by the laws of the State of Florida without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue in the State and Federal courts within Broward County, Florida. If the maintenance, installation or consulting services are provided by Citrix Systems International GmbH, this Agreement is governed by the laws of Switzerland without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this Agreement, you consent to the exclusive personal jurisdiction and venue of the competent courts in the Canton of Zurich. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged. The waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. Any

required notices shall be given in writing, and shall be delivered personally, electronically or by mail. Notices shall be deemed served when personally or electronically delivered or, if delivery is by mail, five (5) calendar days after mailing. The relationship of the parties hereunder is that of independent contractors. Other than the payment of moneys, nonperformance of either party shall be excused to the extent that performance is rendered commercially unreasonable by acts of God, war, fire, flood, riot, power failure, embargo, material shortages, strikes, governmental acts, man-made or natural disasters, earthquakes, failure or limitation of supply or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the non-performing party, and provided that such party notifies in writing the other party of the existence of such situation. If, for any reason, a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

The parties shall negotiate in good faith an enforceable substitute provision that most nearly achieves the intent and economic effect of such invalid or unenforceable provision. This Agreement sets forth the entire agreement and understanding, express or implied, written or oral, of the parties with respect to the support services for the Product and supersedes any and all prior and contemporaneous agreements and understandings relating thereto, express or implied, written or oral, between the parties. Citrix shall not be bound by any terms or conditions of Customer's order for support or any other document. Customer shall not assign its rights or obligations under this Agreement without the prior written consent of Citrix, except to a purchaser of substantially all of the business or assets of Customer that agrees to be bound by all of the terms and conditions of this Agreement. Section headings herein are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The parties agree that the terms and conditions of this Agreement are confidential, and that neither party shall disclose the contents of this Agreement without the prior written consent of the other party.

Citrix Software License Agreement

This is a legal agreement ("AGREEMENT") between you, the Licensed User, and Citrix Systems, Inc., Citrix Systems International GmbH and Citrix Systems Asia Pacific Pty Ltd. Your location of receipt of this product or feature release (both hereinafter "PRODUCT") determines the providing entity hereunder (the applicable entity is hereinafter referred to as "CITRIX"). Citrix Systems, Inc., a Delaware corporation, licenses this PRODUCT in the Americas. Citrix Systems International GmbH, a Swiss company wholly owned by Citrix Systems, Inc., licenses this PRODUCT in Europe, the Middle East, Africa, Asia and the Pacific (excluding Japan). Citrix Systems Japan KK licenses this PRODUCT in Japan.

BY USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE THE PRODUCT.

1. GRANT OF LICENSE. The following terms govern your use of the software as embedded in the PRODUCT and documentation ("Software") except for certain third-party programs, including "open source" software, which are licensed separately as indicated below.

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Grant. Subject to the terms and conditions of and except as otherwise provided in this AGREEMENT, Citrix Systems, Inc. ("Citrix") and its suppliers grant you (the "Customer") a nonexclusive and nontransferable license to use the specific Software for which Customer has paid the required license fees, in object code form only, solely for Customer's personal use or Customer's internal business purpose. In addition, the foregoing license shall also be subject to each of the following limitations:

(a) Unless otherwise expressly provided in the documentation, Customer shall use the Software solely as embedded in the Product, for execution on the Product, or (where the applicable documentation permits installation on non-Citrix equipment) for communication with Citrix equipment owned or leased by Customer and only in accordance with the accompanying Software user documentation;

(b) Customer's use of the Software shall also be limited, as applicable, to the number of issued and outstanding IP addresses, central processing unit performance, number of ports, number of concurrent users or other licensed units, and any other restrictions set forth in Citrix' product catalog for the relevant Software SKUs.

(c) Notwithstanding any term to the contrary in this AGREEMENT, Customer's license for evaluation or beta copies permits use for Customer's internal demonstration, test, or evaluation purposes only on an 'AS IS' basis.

2. DESCRIPTION OF OTHER RIGHTS, LIMITATIONS, AND OBLIGATIONS. Except as otherwise expressly provided under this AGREEMENT, Customer shall have no right, and Customer specifically agrees not to: (i) unless expressly permitted by applicable law, rent, share, lease, transfer, assign or sublicense its license rights to any other person, or use the Software on unauthorized or secondhand Citrix equipment, and any such attempted transfer, assignment or sublicense shall be void, except to a purchaser of substantially all of the business or assets of Customer that agrees to be bound by all of the terms and conditions of this AGREEMENT; (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or to permit third parties to do the same; (iii) decompile, decrypt, reverse engineer, disassemble or otherwise reduce the Software to human-readable form to gain access to trade secrets or confidential information in the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law; (iv) use, copy, or distribute the Software without Citrix' authorization, except that Customer may make one (1) copy of the Software in machine-readable form solely for archival or backup purposes only, provided that Customer reproduces all proprietary notices on the copy; or (v) remove any proprietary notices, labels, or marks on any Software. To the extent permitted by applicable law, Customer agrees to allow Citrix

to audit Customer's compliance with the terms of this AGREEMENT upon prior written notice during normal business hours. Notwithstanding the foregoing, this AGREEMENT shall not prevent or restrict Customer from exercising additional or different rights to any free, open source code, documentation and materials contained in or provided with the Software in accordance with the applicable free, open source license for such code, documentation, and materials.

CUSTOMER MAY NOT USE, COPY, MODIFY, OR TRANSFER THE SOFTWARE OR ANY COPY IN WHOLE OR IN PART, OR GRANT ANY RIGHTS IN THE SOFTWARE OR ACCOMPANYING DOCUMENTATION, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY CITRIX OR ITS SUPPLIERS.

Customer hereby agrees, that to the extent that any applicable mandatory laws (such as, for example, national laws implementing EC Directive 91/250 on the Legal Protection of Computer Programs) give Customer the right to perform any of the aforementioned activities without the consent of Citrix to gain certain information about the Software, before Customer exercises any such rights, Customer shall first request such information from Citrix in writing detailing the purpose for which Customer needs the information. Only if and after Citrix at its sole discretion, partly or completely denies Customer's request, shall Customer exercise its statutory rights. Customer shall observe strict obligations of confidentiality with respect to such information, and accordingly shall not provide or disclose such information to any third party or use such information other than as expressly provided in this AGREEMENT.

3. **INFRINGEMENT INDEMNIFICATION.** Citrix shall indemnify and defend, or at its option, settle any claim, suit or proceeding brought against Customer based on an allegation that the Software (excluding Open Source Software and Microsoft Windows Server) infringes upon any patent or copyright of any third party ("Infringement Claim"), provided Customer promptly notifies Citrix in writing of Customer's notification or discovery of an Infringement Claim such that Citrix is not prejudiced by any delay in such notification. Citrix will have sole control over the defense or settlement of any Infringement Claim and Customer will provide reasonable assistance in the defense of the same. Following notice of an Infringement Claim, or if Citrix believes such a claim is likely, Citrix may at its sole expense and option: (i) procure for Customer the right to continue to use the alleged infringing Software; (ii) replace or modify the Software to make it non-infringing; or (iii) accept return of the Software and provide Customer with a refund as appropriate. Citrix assumes no liability for any Infringement Claims or allegations of infringement based on: (i) Customer's use of any Software after notice that Customer should cease use of the same due to an Infringement Claim; (ii) any modification of the Software by Customer or at Customer's direction; or (iii) Customer's combination of Software with other programs, data, hardware, or other materials, if such Infringement Claim would have been avoided by the use of the Software alone. THE FOREGOING STATES CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM.
4. **LIMITED WARRANTY AND DISCLAIMER.** Citrix warrants that, for a period of ninety (90) days from the date of delivery of the Software to Customer that the Software (excluding Open Source Software) will perform substantially in accordance with the Citrix product documentation published by Citrix and included with the Software. Customer's exclusive remedy and the entire liability of Citrix, its licensors and its suppliers under this warranty (which is subject to Customer returning the Software to Citrix or an authorized reseller) will be, at the sole discretion of Citrix and subject to applicable law, to replace the media and/or Software or to refund the purchase price and terminate this AGREEMENT.

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5. **PROPRIETARY RIGHTS.** No title to or ownership of the Software is transferred to Customer. Citrix and/or its licensors own and retain all title and ownership of all intellectual property rights in and to the Software, including any

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7. LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT NEITHER CITRIX NOR ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS SHALL BE LIABLE FOR ANY LOSS OF DATA OR PRIVACY, LOSS OF INCOME, LOSS OF OPPORTUNITY OR PROFITS, COST OF RECOVERY, LOSS ARISING FROM CUSTOMER'S USE OF THE SOFTWARE, OR DAMAGE ARISING FROM CUSTOMER'S USE OF THIRD PARTY SOFTWARE OR HARDWARE OR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; OR THE USE OF THE SOFTWARE, REFERENCE MATERIALS, OR ACCOMPANYING DOCUMENTATION; OR CUSTOMER'S EXPORTATION, REEXPORTATION, OR IMPORTATION OF THE SOFTWARE, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE LIABILITY OF CITRIX, ITS AFFILIATES, SUPPLIERS, OR AUTHORIZED DISTRIBUTORS EXCEED THE AMOUNT PAID FOR THE SOFTWARE AT ISSUE. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THIS ALLOCATION OF RISK. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. For purposes of this AGREEMENT, the term "Citrix Affiliate" shall mean any legal entity fifty percent (50%) or more of the voting interests in which are owned directly or indirectly by Citrix Systems, Inc. Citrix Affiliates, suppliers, and authorized distributors are intended to be third party beneficiaries of this AGREEMENT.
8. TERM AND TERMINATION. This AGREEMENT is effective until terminated. Customer may terminate this AGREEMENT at any time by destroying all copies of Software including any documentation and providing written notice to Citrix with the serial numbers of the terminated licenses. Citrix may terminate this AGREEMENT at any time for Customer's breach of this AGREEMENT. Unauthorized copying of the Software or the accompanying documentation or otherwise failing to comply with the license grant of this AGREEMENT will result in automatic termination of this AGREEMENT and will make available to Citrix all other legal remedies. Customer agrees and acknowledges that Customer's material breach of this AGREEMENT shall cause Citrix irreparable harm for which monetary damages alone would be inadequate and that, to the extent permitted by applicable law, Citrix shall be entitled to injunctive or equitable relief without the need for posting a bond. Upon termination of this AGREEMENT, the license granted herein will terminate and Customer must immediately destroy the Software and accompanying documentation, and all backup copies thereof. Specific additional license terms applicable to the Citrix Access Gateway Software are provided in an end-user license shipped with the product.
9. U.S. GOVERNMENT END-USERS. If Customer is a U.S. Government agency, in accordance with Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)), Customer hereby acknowledges that the Software constitutes "Commercial Computer Software" and that the use, duplication, and disclosure of the Software by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this standard commercial license AGREEMENT. In the event that, for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the Software are "Restricted Rights" as defined in 48 CFR Section 52.227-19(c)(1) and (2) (June 1987), or DFARS 252.227-7014(a)(14) (June 1995), as applicable. Manufacturer is Citrix Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida, 33309.
10. AUTHORIZED DISTRIBUTORS AND RESELLERS. Citrix authorized distributors and resellers do not have the right to make modifications to this AGREEMENT or to make any additional representations, commitments, or warranties binding on Citrix.
11. CHOICE OF LAW AND VENUE. If licensor is Citrix Systems, Inc., this AGREEMENT is governed by the laws of the State of Florida without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, Customer consents to the exclusive personal jurisdiction and venue in the State and Federal courts within Broward County, Florida. If licensor is

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12. HOW TO CONTACT CITRIX. Should you have any questions concerning this AGREEMENT or want to contact CITRIX for any reason, write to CITRIX at the following address: Citrix Systems, Inc., Customer Service, 851 West Cypress Creek Road, Ft. Lauderdale, Florida 33309; Citrix Systems International GmbH, Rheinweg 9, CH-8200 Schaffhausen, Switzerland; or Citrix Systems Asia Pacific Pty Ltd., Level 3, 1 Julius Ave., Riverside Corporate Park, North Ryde NSW 2113, Sydney, Australia; Citrix Systems Japan KK, Kasumigaseki Common Gate West Tower 24F 3-2-1, Kasumigaseki, Chiyoda-ku, Tokyo 100-0013.
13. DATA PRIVACY. CITRIX agrees to deal with any personal data relevant to your employees in accordance with applicable data protection laws and regulations and CITRIX privacy policy available on www.citrix.com. You acknowledge that CITRIX may use such personal data (and other Customer data), and provide it to third parties (including, but not limited to, CITRIX ASCs) only in connection with the provision of CITRIX products and services to you. You agree to obtain any necessary consents from such employees for the above purposes.

Customer Return Policy

Limited Warranty. Citrix warrants to Customer for each Product that the Hardware delivered as part of an Appliance shall be free from defects in material and workmanship in normal use for a period of one (1) year from the date of purchase. Customer's exclusive remedy and the entire liability of Citrix, its licensors, and suppliers under this warranty. This warranty extends only to the original Customer and may not be assigned. Customer's exclusive remedy and the entire liability of Citrix, its licensors and suppliers under this limited warranty (which is subject to Customer returning the Hardware to Citrix or an authorized reseller) will be, at the sole discretion of Citrix, to replace the Hardware or refund the purchase price. This warranty does not cover any loss or damage which occurs in shipment or which is due to any of the following: (1) improper installation, maintenance, adjustment, repair or modification by Customer or a third party; (2) misuse, neglect, or any other cause other than ordinary use, including without limitation, accidents or acts of God; (3) improper environment, excessive or inadequate heating or air conditioning, electrical power failures, surges, or other irregularities; or (4) third party software or software drivers. Customer's maintenance agreement with Citrix will supersede this Customer Return Policy.

Warranty Returns. Customer may return to Citrix any defective Product subject to the limited warranty above. Prior to such return, Customer shall verify that the Product is defective and shall obtain from Citrix a Return Material Authorization ("RMA") number. Customer shall request each RMA number from Citrix in accordance with Citrix' RMA procedures including providing the part number, serial number and reason for return, an explanation of all failure symptoms and other relevant information. Citrix shall use commercially reasonable efforts to send to Customer an RMA form and RMA number within five (5) business days of Customer's request. Within five (5) business days after receiving an RMA number for the Product, Customer shall package the Product in its original packing material or equivalent, write the RMA number on the outside of the package and return the Product, at Customer's cost, shipped properly insured, freight prepaid, DDP (Incoterms 2000) Citrix' designated facility. Customer shall enclose with the returned Product the applicable RMA form, and any other documentation or information requested by Citrix. Customer shall assume any and all risk of loss of or damage to the Product during shipping. Citrix shall elect to repair or replace the Product using new or reconditioned parts (of better or equivalent quality) at Citrix' sole discretion, and shall pay the shipping costs to return the Product to the location from which it was returned by Customer. Customer shall bear any and all risk of loss of or damage to the Product at all times after the Product is made available by Citrix to the common carrier. Any Product that has been returned, but that Citrix determines not to be defective, or that is not otherwise covered under the limited warranty above, shall be returned to Customer at Customer's sole expense and risk. Title to any Product returned under warranty shall at all times remain with Customer unless and until Citrix either replaces the Product or pays Customer the Price of the Product in lieu of repair or replacement, at which time title shall pass to Citrix. The warranty period of any repaired or replaced Product shall be the longer of (a) ninety (90) calendar days from Citrix' return shipment of the Product or (b) the original warranty period for the Product. Citrix shall not be responsible for any software, firmware, information, memory, data or the like of Customer or others contained in, stored on or integrated with any Product returned to Citrix for repair, whether or not under warranty.

CTX_code: APL_P_119659



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6. Limited Warranty.

Fortinet provides this limited warranty for its product only to the single end-user person or entity that originally

purchased the Product from Fortinet or its authorized reseller or distributor and paid for such Product. The warranty is only valid for Products which are registered on Fortinet's Support Website: <https://support.fortinet.com>; or on the TalkSwitch support website: <http://global.talkswitch.com>; or such other website as provided by Fortinet. For the below software warranty to start, registration must take place within three hundred sixty-five (365) days from the date the Product was originally shipped from Fortinet's facilities or the warranty is null and void and will not be honored. For the hardware warranty, such warranty starts on the earlier of the date of Product registration on Fortinet's Support Website or ninety (90) days from the date that the Product was originally shipped from Fortinet's facilities. It is the Fortinet distributor's and reseller's responsibility to make clear to the end user the date the product was originally shipped from Fortinet, and it is the end user's responsibility to understand the original ship date from the party from which the end user purchased the product. All warranty claims must be submitted in writing to Fortinet before the expiration of the warranty term or such claims are waived in full, i.e. ninety (90) days from the earlier of registration or the automatically started term for hardware and spare parts claims and three hundred sixty-five (365) days from registration within three hundred sixty-five (365) days from shipment for software claims. Fortinet provides no warranty for any beta, donation or evaluation Products, for any spare parts not purchased directly from Fortinet by the end-user, for any accessories, or for any stand-alone software.

Fortinet warrants that the hardware portion of the Products, including spare parts unless noted otherwise ("Hardware") will be free from material defects in workmanship as compared to the functional specifications for the period set forth as follows and applicable to the Product type ("Hardware Warranty Period"): a three hundred sixty-five (365) day limited warranty for the Hardware excluding spare parts, power supplies, and accessories (provided, solely with respect to FortiAP indoor Wi-Fi access point Hardware appliance products and FortiSwitch Hardware appliance products other than the FortiSwitch-5000 series (for both including spare parts, power supplies, and accessories), the warranty herein shall last from the start of the warranty period as discussed above until five (5) years following the product announced end-of-life date), and, for spare parts, power supplies, and accessories, solely a ninety (90) days limited warranty. Fortinet's sole obligation shall be to repair or replace the defective Hardware at no charge to the original owner. This obligation is exclusive of transport fees, labor or installation costs, and any other cost which are not directly associated to the Product. Such repair or replacement will be rendered by Fortinet at an authorized Fortinet service facility as determined by Fortinet. The replacement Hardware need not be new or of an identical make, model, or part; Fortinet may, in its discretion, replace the defective Hardware (or any part thereof) with any reconditioned Product that Fortinet reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. The Hardware Warranty Period for the repaired or replacement Hardware shall be for the greater of the remaining Hardware Warranty Period or ninety days from the delivery of the repaired or replacement Hardware. If Fortinet determines in its reasonable discretion that a material defect is incapable of correction or that it is not practical to repair or replace defective Hardware, the price paid by the original purchaser for the defective Hardware will be refunded by Fortinet upon return to Fortinet of the defective Hardware. All Hardware (or part thereof) that is replaced by Fortinet, or for which the purchase price is refunded, shall become the property of Fortinet upon replacement or refund.

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Any disputes arising out of this Agreement or Fortinet's limited warranty shall be governed by the laws of the state of California, without regard to the conflict of laws principles. In the event of any disputes arising out of this Agreement or Fortinet's limited warranty, the parties submit to the jurisdiction of the federal and state courts located in Santa Clara County, California, as applicable.

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TO THE MAXIMUM EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, FORTINET IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, INFRINGEMENT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT OR SERVICE OR ANY DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFIT, LOSS OF OPPORTUNITY, LOSS OR DAMAGE RELATED TO USE OF THE

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