



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE**

**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Available under this contract:

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES

Application Software
Large Scale Computers
Microcomputers

SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES

Application Software
Large Scale Computers
Microcomputers

SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

Software Maintenance as a Service

SPECIAL ITEM NO. 132-52 ELECTRONIC COMMERCE SERVICES

FPDS Code D399 Other Data Transmission Services,
Not Elsewhere Classified

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

continued

CONTRACTOR:

LMC Data Corporation
3101 Scott Street #101
San Francisco, CA 94123

Phone: 415-371-8700

Fax: 415-704-3053

www.lmcdata.com

Contract Number: GS-35F-0522V

Period Covered by Contract: June 9, 2009 to June 10, 2014

Pricelist current through Modification PO-0006 - Effective August 5, 2010

General Services Administration
Federal Acquisition Service

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

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INFORMATION FOR ORDERING ACTIVITIES

APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Send Orders and Payments to:

**LMC Data Corporation
3101 Scott Street #101
San Francisco, CA 94123**

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

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

Phone: 415-371-8700

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule: **70**
Block 16: Data Universal Numbering System (DUNS) Number: **363215232**
Block 30: Type of Contractor - **B. Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **46-0490777**

4a. CAGE Code: 44C28

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 132-32	30 Days
SIN 132-33	30 Days
SIN 132-34	10 Days
SIN 132-52	30 Days

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

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

- a. Prompt Payment: **1% 15 Days Net 30**
- b. Quantity: **Yes – See pricing section for details**
- c. Dollar Volume: **None**
- d. Government Educational Institutions- **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other- **2% discount for all SINs 132-32/33/34/52. GSA Prices shown are net discount deducted.**

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not available.

10. Small Requirements: The minimum dollar value of orders to be issued is **\$100.00**

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for all Special Item Numbers is \$500,000

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

This contract does not apply to overseas activities

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Not Applicable**

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL
ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

FalconStor Warranty

LIMITED AND AS IS WARRANTIES. This Product, like all software, may not be error free. If the Product is distributed to you on optical media, FalconStor warrants that the optical media on which the Product is distributed is free from defects in materials and workmanship. FalconStor will replace defective media at no charge, provided you return the defective item with dated proof of payment to FalconStor within ninety (90) days of the date of delivery. This is your sole and exclusive remedy for any breach of warranty. FalconStor warrants that the Product, other than the Ancillary Software (as defined below) will substantially perform the functions of its published documentation for a period of thirty (30) days from delivery to you. To the extent permitted by applicable law, the Ancillary Software is provided to you "as is" without warranties of any kind. **THE LIMITED WARRANTY IS THE ONLY WARRANTY MADE BY FALCONSTOR. EXCEPT AS SPECIFICALLY PROVIDED ABOVE, FALCONSTOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING ITS QUALITY, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE.** Some jurisdictions do not allow the exclusion of implied warranties or conditions, so that the above limitation or exclusion may not apply to you to the extent prohibited by such local laws. You may have other rights that vary from country to country, state to state, or province to province.

Ancillary Software (as noted in the above paragraph), is defined as:

THIRD PARTY CONTENT OR OPEN SOURCE CODE . THE SOFTWARE PROVIDED HEREIN, IS PROVIDED BY FALCONSTOR AND BY THIRD PARTIES, INCLUDING THE OPEN SOURCE COMMUNITY ("ANCILLARY SOFTWARE"). USE OF THE PRODUCT, THE ANCILLARY SOFTWARE, ACCOMPANYING PRINTED MATERIALS, AND ANY "ONLINE" OR ELECTRONIC DOCUMENTATION IS CONDITIONED UPON AND LIMITED BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE "LIMITED AND AS IS WARRANTIES," THE "LIMITATION OF LIABILITY" AND THE

TERMS AND CONDITIONS OF THE ANCILLARY SOFTWARE LICENSE AGREEMENTS ("ANCILLARY SOFTWARE LICENSES"). USE OF ANCILLARY SOFTWARE SHALL BE GOVERNED BY THE ANCILLARY SOFTWARE LICENSES, EXCEPT THAT THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES PROVISIONS OF THIS AGREEMENT SHALL ALSO APPLY TO SUCH ANCILLARY SOFTWARE. FALCONSTOR HAS IDENTIFIED ANCILLARY SOFTWARE BY NOTING THE ANCILLARY SOFTWARE PROVIDER'S OWNERSHIP WITHIN EACH ANCILLARY SOFTWARE PROGRAM. THE ANCILLARY SOFTWARE LICENSES ARE SET FORTH IN THE ANCILLARY SOFTWARE FILES AND MAY BE VIEWED AT WWW.FALCONSTOR.COM/LEGAL/OPENSOURCELICENSING.ASP. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU ARE ALSO ACCEPTING THE TERMS AND CONDITIONS OF EACH ANCILLARY SOFTWARE LICENSES.

IF AND ONLY IF THE PRODUCT INCLUDES SOFTWARE LICENSED UNDER THE GNU GENERAL PUBLIC LICENSE ("GPL SOFTWARE"), YOU MAY OBTAIN A COMPLETE MACHINE-READABLE COPY OF THE GPL SOFTWARE SOURCE CODE ("GPL SOURCE CODE") BY DOWNLOAD FROM A SITE SPECIFIED IN THE FOLLOWING FALCONSTOR WEBSITE: WWW.FALCONSTOR.COM/LEGAL/OPENSOURCELICENSING.ASP. UPON YOUR WRITTEN REQUEST, FALCONSTOR WILL PROVIDE, FOR A FEE COVERING THE COST OF DISTRIBUTION, A COMPLETE MACHINE-READABLE COPY OF THE GPL SOURCE CODE, BY MAIL. INFORMATION ABOUT HOW TO MAKE A WRITTEN REQUEST FOR GPL SOURCE CODE MAY BE FOUND AT THE FOLLOWING WEBSITE: WWW.FALCONSTOR.COM/LEGAL/OPENSOURCELICENSING.ASP.

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number: **415-371-8700** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 AM to 5:00 PM Pacific time**.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **Not Available** % of all term license payments during the period that the software was under a term license within the ordering activity. **Conversion pricing for term software licenses is not available.**

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of **Not Available** * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be

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

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

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

Right-to-copy pricing is not available.



**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC)
SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF EC SERVICES AND PRICING

LMC Data Corporation provides digital data protection solutions for both server and desktop/laptop environments. The solutions provided address the areas of Data Protection, Data Backup, Data Replication, Data Storage, Disaster Recovery, Business Continuity, and Digital Data Destruction. LMC Data Corporation's solutions include the digital solutions from Iron Mountain (LiveVault, Connected, and Data Defense) as well as solutions from FalconStor Software (Virtual Tape Library (VTL), Continuous Data Protector(CDP), Network Storage Server (NSS)).

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Ty Gabriel**; **phone: 415-371-8700**; **fax: 415-704-3053**; **Ty@lmcdata.com**

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

LMC Data.Corporation

3101 Scott Street #101

San Francisco, CA 94123

Phone: 415-371-8700

Fax: 415-704-3053

www.lmcdata.com

PRODUCT PRICING

Iron Mountain

SIN	Item Number	Description	Quantity Break Points	Net GSA Price
	Iron Mountain: Monthly Connected Subscription/Service			
132-32	CDP-S-2A	Connected Subscription/Service / Month	1 - 100	\$ 12.34
132-32	CDP-S-2A	Connected Subscription/Service / Month	101 - 500	\$ 11.60
132-32	CDP-S-2A	Connected Subscription/Service / Month	501 - 1000	\$ 10.37
132-32	CDP-S-2A	Connected Subscription/Service / Month	1001 - 2000	\$ 8.89
132-32	CDP-S-2A	Connected Subscription/Service / Month	2000 +	\$ 8.39
	Iron Mountain: Yearly Connected Subscription/Service			
132-32	CDP-S-2A-YR	Connected Subscription/Service / Year	1 - 100	\$ 148.10
132-32	CDP-S-2A-YR	Connected Subscription/Service / Year	101 - 500	\$ 139.22
132-32	CDP-S-2A-YR	Connected Subscription/Service / Year	501 - 1000	\$ 124.41
132-32	CDP-S-2A-YR	Connected Subscription/Service / Year	1001 - 2000	\$ 106.63
132-32	CDP-S-2A-YR	Connected Subscription/Service / Year	2000 +	\$ 100.71
	Connected Backup/PC/MAC OSX Subscription Excess Usage Charge			
132-32	CDP-S-M-Ex	Connected Backup/PC Subscription Excess Usage Charge		\$ 0.04
	Connected Backup/PC CDROM Service			
132-32	CDROM-SER	Connected Backup/PC Subscription CDROM Service		\$ 24.63
132-32	CDROM-ADD	Connected Backup/PC Subscription CDROM Service		\$ 19.75
132-32	SHIPUSA-GD	Shipping charge per order: Ground		\$ 3.95
132-32	SHIPUSA-2D	Shipping charge per order: 2nd Day		\$ 10.86
132-32	SHIPUSA-1D	Shipping charge per order: Next Day		\$ 19.75
	Connected BackUp Service: Stored Data Option			

132-32	CDP-C-SD-3GB	Connected BackUp Service: Stored Data Option 3 GB/Seat		\$ 11.11
132-32	CDP-C-SD-5GB	Connected BackUp Service: Stored Data Option 5GB/Seat		\$ 18.02
132-32	CDP-C-SD-7GB	Connected BackUp Service: Stored Data Option 7 GB Per Seat		\$ 24.19
132-32	CDP-C-SD-10GB	Connected BackUp Service: Stored Data Option - 10GB/Seat		\$ 32.58
132-32	CDP-C-SD-3GB-EX	Connected BackUp Service: Stored Data Option 3 GB/Seat		\$ 3.70
132-32	CDP-C-SD-5GB-EX	Connected BackUp Service: Stored Data Option 5GB/Seat		\$ 3.60
132-32	CDP-C-SD-7GB-EX	Connected BackUp Service: Stored Data Option 7 GB Per Seat		\$ 3.46
132-32	CDP-C-SD-10GB-EX	Connected BackUp Service: Stored Data Option - 10GB/Seat		\$ 3.46
	Iron Mountain: Connected Software			
	Connected Backup/PC Licensed Software - Agent Components :			
132-33	CCB-P-BHAI	CB/PC License – single user pack		\$ 69.11
132-33	CCB-P-BHAI-10PK	CB/PC License – 10 user pack		\$ 691.15
132-33	CCB-P-BHAI-25PK	CB/PC License – 25 user pack		\$ 1,727.86
132-33	CCB-P-BHAI-50PK	CB/PC License – 50 user pack		\$ 3,455.73
132-33	CCB-P-BHAI-100PK	CB/PC License – 100 user pack		\$ 6,911.45
132-33	CCB-P-BHAI-500PK	CB/PC License – 500 user pack		\$ 34,557.25
132-33	CCB-P-BHAI-1000PK	CB/PC License – 1,000 user pack		\$ 69,114.50
132-33	CCB-P-BHAI-2500PK	CB/PC License – 2,500 user pack		\$ 172,786.25
	Connected Backup/PC/PC with Connected EmailOptimizer™			
132-33	CCB-P-BHEOAI	CB/PC EmailOptimizer License – single user pack		\$ 78.99
132-33	CCB-P-BHEOAI-10PK	CB/PC EmailOptimizer License – 10 user pack		\$ 789.88
132-33	CCB-P-BHEOAI-25 PK	CB/PC EmailOptimizer License – 25 user pack		\$ 1,974.70
132-33	CCB-P-BHEOAI-50 PK	CB/PC EmailOptimizer License – 50 user pack		\$ 3,949.40
132-33	CCB-P-BHEOAI-100PK	CB/PC EmailOptimizer License – 100 user pack		\$ 7,898.80
132-33	CCB-P-BHEOAI-500PK	CB/PC EmailOptimizer License – 500 user pack		\$ 39,494.00
132-33	CCB-P-BHEOAI-1000PK	CB/PC EmailOptimizer License – 1,000 user pack		\$ 78,988.00
132-33	CCB-P-BHEOAI-2500PK	CB/PC EmailOptimizer License – 2,500 user pack		\$ 197,470.00
	Connected Backup for Server - Client Agent for Windows 2003 File/Print Server Protection			
132-33	CCB-P-BHE-SV2003	CB/SV Single Server		\$ 1,727.86

132-33	CCB-P-BHE-SV2003-10S	CB/SV Upto 10 Servers		\$ 17,278.63
132-33	CCB-P-BHE-SV2003-15S	CB/SV Upto 15 Servers		\$ 25,917.94
132-33	CCB-P-BHE-SV2003-25S	CB/SV Upto 25 Servers		\$ 43,196.56
132-33	CCB-P-BHE-SV2003-50S	CB/SV Upto 50 Servers		\$ 86,393.13
132-33	CCB-P-BHE-SV2003-100S	CB/SV Upto 100 Servers		\$ 172,786.25
132-33	CCB-P-BHE-SV2003-150S	CB/SV Upto 150 Servers		\$ 259,179.38
Connected Backup for Server - Client Agent for Windows 2000 File/Print Server Protection				
132-33	CCB-P-BHE-SV2000	CB/SV Single Server		\$ 1,727.86
132-33	CCB-P-BHE-SV2000-10S	CB/SV Upto 10 Servers		\$ 17,278.63
132-33	CCB-P-BHE-SV2000-15S	CB/SV Upto 15 Servers		\$ 25,917.94
132-33	CCB-P-BHE-SV2000-25S	CB/SV Upto 25 Servers		\$ 43,196.56
132-33	CCB-P-BHE-SV2000-50S	CB/SV Upto 50 Servers		\$ 86,393.13
132-33	CCB-P-BHE-SV2000-100S	CB/SV Upto 100 Servers		\$ 172,786.25
132-33	CCB-P-BHE-SV2000-150S	CB/SV Upto 150 Servers		\$ 259,179.38
Connected Backup/PC Licensed Software Server (Datacenter) Components - Single Server Configurations				
132-33	CCB-DC-DO	Connected Backup/PC Server Software - Single Server, Disk Only, No Clients Included		\$ 5,924.10
132-33	CCB-DC-HSM	Connected Backup/PC Server Software - Single Server with HSM, No Clients Included		\$ 10,860.85
132-33	CCB-DC-EO-DO	Connected Backup/PC Server Software with EmailOptimizer – Single Server, Disk Only, No Clients Included		\$ 10,860.85
132-33	CCB-DC-EO-HSM	Connected Backup/PC Server Software with EmailOptimizer - Single Server with HSM, No Clients Included		\$ 13,822.90
Connected Backup/PC Licensed Software Server (Datacenter) Components - Mirrored Configurations				
132-33	CCB-DC-M	Connected Backup/PC Server Software - Mirrored Servers, No Clients Included		\$ 11,848.20
132-33	CCB-DC-M-HSM	Backup/PC Server Software – Mirrored Servers, with HSM, No Clients Included		\$ 21,721.70
132-33	CCB- DC-M-EO-DO	Connected Backup/PC Server Software with EmailOptimizer – Mirrored Servers, No Clients Included		\$ 21,721.70
132-33	CCB-DC-M-EO-HSM	Connected Backup/PC Server Software with EmailOptimizer - Mirrored Servers with HSM, No Clients Included		\$ 27,645.80

132-33	CCB-DC-API	Connected Backup/PC Web Service Interface (Management API) Annual Maintenance and Support Separate Line Item - at prices listed below under Mandatory Maintenance & Support Plans		\$ 29,620.50
132-34	CCB-AMSS	Annual Support & Maintenance - Connected Backup/PC PC, SV, and API.		17.95%
132-34	CCB-AMPS	Priority Annual Support & Maintenance - Connected Backup/PC PC, SV, and API.		20.95%
Connected Backup/PC Documentation				
132-33	CCB-UCD-M	Understanding Connected Backup/PC Manual		\$ 123.42
132-33	CCB-SCD-M	Setting Up Connected Backup/PC Manual		\$ 123.42
132-33	CCB-MCD-M	Maintaining Your Data Center Manual		\$ 123.42
132-33	CCB-M	Set of all three manuals - Licensed Software		\$ 295.22
132-33	CCB-S-M	Set of two manuals - Subscription Service		\$ 196.48
132-33	CCB-P-M	Partner Customized Print Ready Doc (pdf format)		\$ 4,936.75

LiveVault: Continuous Data Protection - Managed/Hosted Service				
132-52	L0-124-mx-30day	LiveVault Svc/GB, 8GBmin order-Monthly		\$ 2.14
132-52	L125-249-mx-30day	LiveVault Svc/GB, 125GB min order-Monthly		\$ 1.91
132-52	L250-449-mx-30day	LiveVault Svc/GB, 250GB min order - Monthly		\$ 1.71
132-52	L500-999-mx-30day	LiveVault Svc/GB, 500GB min order-Monthly		\$ 1.52
132-52	L1000-1999-mx-30day	LiveVault Svc/GB, 1,000GB min order-Monthly		\$ 1.36
132-52	L2000-3999-mx-30day	LiveVault Svc/GB, 2,000GB min order-Monthly		\$ 1.21
132-52	L4000-7999-mx-30day	LiveVault Svc/GB, 4,000GB min order-Monthly		\$ 1.09
132-52	L8000-15999-mx-30day	LiveVault Svc/GB, 8,000GB min order - Monthly		\$ 0.97
132-52	L16000-31999-mx-30day	LiveVault Svc/GB, 16,000GB min order-Monthly		\$ 0.87
132-52	L32000-mx-30day	LiveVault Svc/GB, 32,000GB min order-Monthly		\$ 0.77
132-52	L0-124-mx-r1yr	LiveVault Svc/GB, 8GBmin order-		\$ 2.68

		Monthly		
132-52	L125-249-mx-r1yr	LiveVault Svc/GB, 125GB min order-Monthly		\$ 2.39
132-52	L250-449-mx-r1yr	LiveVault Svc/GB, 250GB min order - Monthly		\$ 2.13
132-52	L500-999-mx-r1yr	LiveVault Svc/GB, 500GB min order-Monthly		\$ 1.91
132-52	L1000-1999-mx-r1yr	LiveVault Svc/GB, 1,000GB min order-Monthly		\$ 1.70
132-52	L2000-3999-mx-r1yr	LiveVault Svc/GB, 2,000GB min order-Monthly		\$ 1.52
132-52	L4000-7999-mx-r1yr	LiveVault Svc/GB, 4,000GB min order-Monthly		\$ 1.35
132-52	L8000-15999-mx-r1yr	LiveVault Svc/GB, 8,000GB min order - Monthly		\$ 1.21
132-52	L16000-31999-mx-r1yr	LiveVault Svc/GB, 16,000GB min order-Monthly		\$ 1.08
132-52	L32000-mx-r1yr	LiveVault Svc/GB, 32,000GB min order-Monthly		\$ 0.97
132-52	L0-124-mx-r7yr	LiveVault Svc/GB, 8GBmin order-Monthly		\$ 3.75
132-52	L125-249-mx-r7yr	LiveVault Svc/GB, 125GB min order-Monthly		\$ 3.34
132-52	L250-449-mx-r7yr	LiveVault Svc/GB, 250GB min order - Monthly		\$ 2.99
132-52	L500-999-mx-r7yr	LiveVault Svc/GB, 500GB min order-Monthly		\$ 2.67
132-52	L1000-1999-mx-r7yr	LiveVault Svc/GB, 1,000GB min order-Monthly		\$ 2.39
132-52	L2000-3999-mx-r7yr	LiveVault Svc/GB, 2,000GB min order-Monthly		\$ 2.12
132-52	L4000-7999-mx-r7yr	LiveVault Svc/GB, 4,000GB min order-Monthly		\$ 1.91
132-52	L8000-15999-mx-r7yr	LiveVault Svc/GB, 8,000GB min order - Monthly		\$ 1.70
132-52	L16000-31999-mx-r7yr	LiveVault Svc/GB, 16,000GB min order-Monthly		\$ 1.52
132-52	L32000-mx-r7yr	LiveVault Svc/GB, 32,000GB min order-Monthly		\$ 1.35
132-52	nas-1500	LiveVault NAS Restore, per NAS		\$ 1,496.14
	Network Attached Storage Restores optional device on your premises			
132-52	TRA1-2tb	TurboRestore 2 TB Appliance		\$ 172.79
132-52	TRA2-4tb	TurboRestore 4 TB Appliance		\$ 296.21
132-52	TRA3-12TB	TurboRestore 12 TB Appliance		\$ 641.78
132-52	TRA4-24TB	TurboRestore 24 TB Appliance		\$ 888.62
		Optional device on your premises		

	LiveVault: Continuous Data Protection - Licensed Software			
	LiveVault Licensed Software: Agents			
132-33	LServerAgents	Agent Software License		\$ 592.41
	LiveVault Licensed Software: Vaults			
132-33	LMirroredVaults-2k	Vault Software License: LiveVaultMirroredPair		\$ 1,974.70
132-33	LTertiaryVault-700	Vault Software License: LiveVaultTertiaryVault		\$ 691.15
132-33	LiveVault Licensed Software: TurboRestore Software			
132-33	TRAppliance-1500	TurboRestore Appliance:1TurboRestore		\$ 1,481.03
	LiveVault Licensed Software: Support & Maintenance			
132-34	LMaintenanceSupport-N	LiveVault Annual Maintenance & Support - Normal		\$ 0.18
132-34	LMaintenanceSupport-P	LiveVault Annual Maintenance & Support - Premium Support		\$ 0.21

	TEMS: Total Email Management Suite - Managed/Hosted Service			
132-52	TEMS-mx-40-250	TEMS Protector 40-250 users - Monthly		\$ 4.93
132-52	TEMS-mx-251-1000	TEMS Protector 251-1,000 users - Monthly		\$ 4.16
132-52	TEMS-mx-1001-5000	TEMS Protector 1,001-5,000 users - Monthly		\$ 3.69
132-52	TEMS-mx-5001-10000	TEMS Protector 5,001-10,000 users - Monthly		\$ 3.39
132-52	TEMS-mx-1001-20000	TEMS Protector 10,000-20,000 users - Monthly		\$ 3.08
132-52	TEMS-mx-20001	TEMS Protector 20,000+ users - Monthly		\$ 2.77
132-52	TEMS-p-40-250	TEMS Professional 40-250 users - Monthly		\$ 8.93
132-52	TEMS-mxp-251-1000	TEMS Professional 251-1,000 users - Monthly		\$ 8.17
132-52	TEMS-mxp-1001-5000	TEMS Professional 1,001-5,000 users - Monthly		\$ 7.70
132-52	TEMS-mxp-5001-10000	TEMS Professional 5,001-10,000 users - Monthly		\$ 7.40
132-52	TEMS-mxp-1001-20000	TEMS Professional 10,000-20,000 users - Monthly		\$ 7.09
132-52	TEMS-mxp-20001	TEMS Professional 20,000+ users - Monthly		\$ 6.77
132-52	TEMS-STRT-500	TEMS - One Time Start Up Fee (for less than 500 users)		\$ 1,974.70
132-52	TEMS-STRT-501	TEMS - One Time Start Up Fee (for 501-4,999 users)		\$ 3,455.73

132-52	TEMS-STRT-5000	TEMS - One Time Start Up Fee (for greater than 5,000 users)		\$ 5,924.10
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132-52	TEMS-ovr-189	TEMS Applicable to Professional version - storage cap of 5 GB per user (based on compressed aggregate storage) - overages apply to any data above this aggregated storage amount, including back file that has been ingested into the TEMS system - Monthly		\$ 1.87
132-52	TEMS-bfi-2K	Optional Back File Ingestion (\$2,000 for first 20GB) - \$30/GB thereafter		\$ 1,974.70

Iron Mountain VFS: Virtual Archiving - Managed/Hosted Service				
132-52	VFS-mx-500GB	VFS Svc/GB, 500GB minimum order-Monthly		\$ 1.19
132-52	VFS-G1-M	VFS G-1 Appliance-Monthly		\$ 98.75
132-52	VFS-G3-M	VFS G-3 Appliance-Monthly		\$ 198.49
132-52	VFS-G5-M	VFS G-5 Appliance-Monthly		\$ 697.20
132-52	VFS-G1-SU	VFS G-1 Appliance-One Time Start Up Fee		\$ 1,994.85
132-52	VFS-G3-SU	VFS G-3 Appliance-One Time Start Up Fee		\$ 3,989.70
132-52	VFS-G5-SU	VFS G-5 Appliance-One Time Start Up Fee		\$ 6,981.98