Commonwealth of Virginia
Virginia Information Technologies Agency

SECTION 508 APPLICATION SERVICE PROVIDER SOLUTION

Date:	July 22, 2008
Contract #:	VA-080612-NETC
Authorized User:	All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*
Contractor:	NetCentric Technologies 300 March Road Suite 205 Kanata Ontario, Canada K2k2e2
FIN:	98-0577595
Contact Person:	Jeff Howcroft Phone: 613-270-9582 ext. 1020 Email: jhowcroft@net-centric.com
Term:	July 7, 2008 – July 6, 2011
Payment:	Net 30 days

For Additional Information, Please Contact:

Supply Chain Management
Virginia Information Technologies Agency

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

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

CONTRACT # VA-080612-NETC

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

Software License and Services Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

And

NETCENTRIC TECHNOLOGIES, INC.

SOFTWARE LICENSE CONTRACT
TABLE OF CONTENTS

1. PURPOSE AND SCOPE 5
2. DEFINITIONS 5
- **A. Acceptance 5**
- **B. Additional Services 5**
- **C. Agent 5**
- **D. Authorized Users 5**
- **E. Computer Virus 5**
- **F. Confidential Information 5**
- **G. Documentation 5**
- **H. Electronic Self-Help 5**
- **I. Maintenance Level 6**
- **J. Maintenance Period 6**
- **K. Maintenance Services (or Maintenance) 6**
- **L. Party 6**
- **M. Requirements 6**
- **N. Software Services 6**
- **O. Software 6**
- **P. Software Publisher 6**
- **Q. Supplier 6**
- **R. VITA 6**

3. TERM AND TERMINATION 6
- **A. Contract Term 6**
- **B. Termination for Convenience 7**
- **C. Termination for Breach or Default 7**
- **D. Termination for Non-Appropriation of Funds 7**
- **A. Effect of Termination 7**
- **B. Transition of Services 7**

4. SOFTWARE LICENSE 8
- **A. License Grant 8**
- **B. License Type 8**
- **C. No Subsequent, Unilateral Modification of Terms by Supplier (“Shrink Wrap”) 9**

5. FEES, ORDERING AND PAYMENT PROCEDURE 9
- **A. Fees and Charges 9**
- **B. Reproduction Rights 9**
- **C. Evaluation Copy of Software 9**
- **D. Ordering 9**
- **E. Invoice Procedures 10**
- **F. Purchase Payment Terms 10**
- **G. Supplier’s Report of Sales and Industrial Funding Adjustment 11**
- **H. Small Business Participation 11**

6. TRAINING AND DOCUMENTATION 11
7. DELIVERY AND INSTALLATION 12
- **A. Scheduling 12**
- **B. Installation of Software 12**
  - 1. Authorized User Installation of Software 12
- **C. Documentation of Software Configuration 12**

8. ACCEPTANCE AND CURE PERIOD 12
- **A. Acceptance 12**
- **B. Cure Period 12**

9. GENERAL WARRANTY **13**
A. Ownership **13**
B. Software and Documentation **13**
C. Limited Warranty **13**
D. Malicious Code **14**
E. Open Source **14**
F. Supplier's Viability **14**
G. Supplier's Past Experience **14**
10. WARRANTY SERVICES **14**
A. Known Defects **14**
B. Coverage **14**
C. Service Levels **14**
D. Remedies **15**
11. MAINTENANCE SERVICES **15**
A. Ordering **15**
B. Renewal **15**
C. Services **15**
1. Known Defects 16
2. New Releases 16
3. Coverage 16
4. Service Levels 16
5. Additional Maintenance Services 16
D. Software Evolution **16**
E. Escalation Procedures **16**
F. Remedies **16**
12. ADDITIONAL SERVICES **17**
A. Nature of Services and Engagement **17**
B. Statement of Work (SOW) **17**
C. Change Orders **17**
D. Acceptance **17**
E. Cure Period **17**
13. RIGHTS TO WORK PRODUCT **18**
A. Work Product **18**
B. Ownership **18**
C. Return of Materials **19**
14. COMPETITIVE PRICING **19**
15. CONFIDENTIALITY **19**
A. Treatment and Protection **19**
A. Exclusions **19**
B. Return or Destruction **19**
16. INDEMNIFICATION AND LIABILITY **20**
A. Indemnification **20**
A. Liability **20**
17. INSURANCE **21**
18. SECURITY COMPLIANCE **21**
19. BANKRUPTCY **21**
20. GENERAL PROVISIONS **22**
A. Relationship between VITA, Authorized User, and Supplier **22**
A. Incorporated Contractual Provisions **22**
B. Compliance with the Federal Lobbying Act **22**
C. Governing Law **22**
D. Dispute Resolution **22**
E. Advertising and Use of Proprietary Marks **23**
F. Notices **23**

G. No Waiver **23**
H. Assignment **23**
I. Captions **23**
J. Severability **23**
K. Survival **23**
L. Force Majeure **23**
M. Remedies **24**
N. Right to Audit **24**
O. Offers of Employment **24**
P. Entire Contract **24**

SOFTWARE LICENSE AND SERVICES CONTRACT

THIS SOFTWARE LICENSE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, (hereinafter referred to as "VITA") and_NetCentric Technologies, Inc._("Supplier"), a corporation headquartered at 300 March Road, Suite205, Kanata, Ontario, Canada, K2k 2e2, to be effective as of the date on which all Parties have executed the Contract ("Effective Date").

1. PURPOSE AND SCOPE

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

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of successful delivery or completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable order.

B. Additional Services

Any work performed or service provided, including provision to the Authorized User of any Deliverable, by Supplier under this Contract, pursuant to a Statement of Work or Order not related to Software. Service includes the discovery, creation, or development of Work Product, if any.

C. Agent

Any third party independent agent of any Authorized User.

D. Authorized Users

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

E. Computer Virus

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

F. Confidential Information

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

G. Documentation

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

H. Electronic Self-Help

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

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

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

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

L. Party
Supplier, VITA, or any Authorized User.

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

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

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

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

Q. Supplier
Includes any individual who is an employee, agent, sub-contractor, or independent contractor of Supplier to provide Software and/or Services under this Contract.

R. VITA
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

3. TERM AND TERMINATION

A. Contract Term
This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to two (2) additional one (1) year periods after the expiration of the initial (3) year period. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Warranty on or Maintenance Services for any Software ordered during the term of the Contract may extend beyond the term of this Contract.

B. Termination for Convenience

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

C. Termination for Breach or Default

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

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

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

Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination, and Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

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

A. Effect of Termination

Upon termination, the Commonwealth shall have no future liability except for Software accepted or Services rendered by Supplier prior to the termination date.

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

B. Transition of Services

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

4. SOFTWARE LICENSE

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

A. License Grant

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

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

iii). The Commonwealth and any Authorized User may allow access to the Software by third party vendors who are under contract with an Authorized User to provide services to or on behalf of such Authorized User, or by other entities as required for conducting the business of government. Access includes loading or executing the Software on behalf of such Authorized User or its Agents.

iv). The license fee includes a test system copy, which consists of the right to use the Software for non-production test purposes, including but not limited to, problem/defect identification, remediation, and resolution, debugging, new version evaluation, Software interface testing, and disaster recovery technique analysis and implementation.

v). In the event that all of an Authorized User's copies of the Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other disaster, Supplier shall provide to such Authorized User, at no additional cost, replacement copies of the Software and Documentation. Nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the Software.

vi). An Authorized User may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, archiving, disaster recovery and development and may run the Software concurrently at a back-up site for no additional license fees or costs. Such Authorized User agrees that any copies of the Software or Documentation that it makes under this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier.

vii). Except as expressly authorized, an Authorized User shall not distribute the Software to any third party without Supplier's prior written consent.

viii). Except as provided or allowed by law, no Party shall reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of any other Party.

B. License Type

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

NetCentric's products are licensed based on one of the following models:

Named User; NetCentric grants the User a nonexclusive license to use the Software in object code form on a single processing unit owned or lease by the User. NetCentric grants to User the option to transfer this Name User license, within the "Authorized User" Agency or Public Body should the Named User cease use of the license for the paid license period remaining.

Concurrent Use: NetCentric grants a specified maximum number of Users a nonexclusive and non transferable license to use the Software concurrently in object code form.

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

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

5. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Software license(s) and Services provided herein, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

B. Reproduction Rights

At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD. Such Authorized User shall be responsible for making copies and distributing the Software as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Evaluation Copy of Software

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

D. Ordering

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

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (eVA Home Page). eVA is the Commonwealth of Virginia's e-

procurement system. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

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

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

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

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

E. Invoice Procedures

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

i). Software or Service type and description

ii). Quantity, charge and extended pricing for each Software and/or Service item

iii). Applicable order date

iv). This Contract number and the applicable order number

v). Supplier's Federal Employer Identification Number (FEIN).

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

F. Purchase Payment Terms

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

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

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the

Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

G. Supplier's Report of Sales and Industrial Funding Adjustment

By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

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

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract.

H. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

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

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

6. TRAINING AND DOCUMENTATION

The license fee includes all costs for the training of up to two Authorized User trainers using Supplier's online training curriculum within 90 days of Acceptance of the Software on a per license basis. Pursuant to a mutually agreed upon schedule, Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at User's site upon request at applicable pricing and discounts, described in Exhibit B.

Supplier shall deliver to the Authorized User, three (3) complete hard copies or electronic media of Documentation, as requested by such Authorized User. Authorized User shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Authorized User shall have the right, as part of the license granted herein, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the Software and may duplicate

such Documentation and include it in an Authorized User document or platform. Authorized User shall continue to include Supplier's copyright notice.

7. DELIVERY AND INSTALLATION

A. Scheduling

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

B. Installation of Software

1. Authorized User Installation of Software

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

C. Documentation of Software Configuration

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

8. ACCEPTANCE AND CURE PERIOD

A. Acceptance

Software shall be deemed accepted when the Authorized User determines that such Software successfully operates in accordance with the Requirements. Such Authorized User agrees to commence Acceptance testing within (10) days after receipt of the Software, or within such other period as set forth in the applicable order, after receipt of the Software. Acceptance testing will be no longer than (30) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each product type set forth in Exhibit B. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than travel expenses pre-approved by the Authorized User which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/Admin_Services/CAPP/CAPP_Topics/20335_Meals_Lodging_102007.pdf, or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Software shall be deemed Accepted.

B. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Software for re-testing within seven (7) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable order. Should Supplier fail to cure the non-conformity or deliver Software which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material

respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order, in whole or in part, for the Software and Services to be provided thereunder by Supplier

9. GENERAL WARRANTY

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

A. Ownership

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

B. Software and Documentation

Supplier warrants the following with respect to the Software:

i). The Software is pursuant to a particular Request for Proposal ("RFP"), and therefore, such Software shall be fit for the particular purposes specified by VITA, and Supplier is possessed of superior knowledge with respect to the Software and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing the Software;

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

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

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

v). No corrections, work arounds or future Software releases provided by Supplier under the warranty provisions or under maintenance or support services shall degrade the Software, cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software;

vi). Supplier warrants that the Documentation and all modifications or amendments thereto which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow an Authorized User to load and use the Software without reference to any other materials or information.

C. Limited Warranty

During the warranty period of ninety (90) days, or as specified in the applicable order, Supplier warrants that the Software shall meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Software to meet the Requirements.

D. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in the Software at the time of delivery to an Authorized User. Supplier warrants that the Software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Software. Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

E. Open Source

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

F. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of a potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

G. Supplier's Past Experience

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

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

10. WARRANTY SERVICES

At any time during the Warranty Period, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

A. Known Defects

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within thirty (30) days of Supplier's knowledge of such defect or malfunction.

B. Coverage

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

C. Service Levels

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

i). Priority 1 (Software inoperable) within six (6) hours

ii). Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours

iii). Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User.

D. Remedies

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

11. MAINTENANCE SERVICES

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

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

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

A. Ordering

An Authorized User may order Maintenance Services for any Software at any time during the term of the Contract, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

Software product and number of units for which Maintenance Services shall be provided,

Maintenance Level to be provided, and Maintenance Period for Software Maintenance.

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

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

B. Renewal

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

C. Services

At a minimum, Maintenance Services shall include the following:

1. **Known Defects**

   Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit C.

2. **New Releases**

   Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit C.

3. **Coverage**

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

4. **Service Levels**

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

5. **Additional Maintenance Services**

   Supplier's additional Maintenance Service offerings are described in Exhibit C.

D. Software Evolution

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

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

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

E. Escalation Procedures

Exhibit C provides a detailed description of Supplier's Escalation Procedures.

F. Remedies

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

12. ADDITIONAL SERVICES

A. Nature of Services and Engagement

This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, receive benefits from third party suppliers of services similar to, or in competition with, services provided by Supplier.

By operation of this Contract, any SOW resulting in a commitment of any individual employee or contractor of Supplier, whether employed by Supplier or a contractor or subcontractor of Supplier, for more than one thousand (1,000) hours of work during any six (6) month period or of any such individual employee or contractor for more than eight (8) months in any twelve (12) month period shall be voidable by VITA, in its sole discretion. If an SOW is voided by VITA, such SOW shall no longer be binding on either Party and all obligations with respect to such SOW shall expire.

B. Statement of Work (SOW)

All Additional Services shall be performed at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless the Authorized User issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. For time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

C. Change Orders

All changes to the Additional Services to be provided pursuant to any given SOW must be described in a written change request, which includes any appropriate adjustments to the SOW. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to perform any work beyond the scope of this Contract as such scope is defined in Exhibit A hereto.

D. Acceptance

Additional Service(s) shall be deemed accepted when the Authorized User determines that such Service(s) meets the Requirements set forth in the applicable SOW. If applicable, Supplier shall be responsible for ensuring that any individual Deliverable functions properly with any other Deliverable provided pursuant to the SOW. Should a previously Accepted Deliverable require further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with such modification.

Authorized User shall commence Acceptance testing within fifteen (15) days, or within such other period as set forth in the applicable SOW, after receipt of the Additional Service. Acceptance testing will be no longer than fifteen (15) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for each Deliverable or for the first instance of each Service type set forth in Exhibit B. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

E. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such non-conforming Additional Service for re-testing within ten (10) days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between such Authorized User and Supplier in the applicable SOW. Should Supplier fail to cure the non-conformity or deliver an Additional Service which meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Additional Service in its entirety, and any Additional Service rendered unusable due to the non-conforming Service, and recover amounts previously paid hereunder for all such Additional Services; (ii) issue a "partial Acceptance" of the Additional

Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of an Additional Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Additional Services to be provided thereunder by Supplier.

13. RIGHTS TO WORK PRODUCT

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, any license to pre-existing work owned by the Commonwealth shall be retained by, and all rights in, title to, and ownership of Work Product shall vest with the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, any license to pre-existing work shall be held by, and all rights in, title to, and ownership of Work Product shall vest with that public body.

A. Work Product

VITA and Supplier each acknowledge that performance of this Contract may result in Work Product. The Parties shall document all Work Product specifications and such specifications shall be made an incorporated exhibit to this Contract. Supplier agrees that it shall promptly and fully disclose to the Commonwealth or the Authorized User any and all Work Product generated, conceived, reduced to practice or learned by Supplier or any of its employees, either solely or jointly with others, during the term or performance of this Contract, which in any way relates to the business of the Commonwealth, VITA, or any Authorized User. Supplier further agrees that neither Supplier nor any of Supplier's employees, contractors, agents or subcontractors, nor any party claiming through Supplier or Supplier's employees, shall, other than in the performance of this Contract, make use of or disclose to others any proprietary information relating to the Work Product. Supplier shall at no time deny access to the Work Product, regardless of form, by the Commonwealth or the Authorized User.

B. Ownership

Supplier agrees that, whether or not the Additional Services are considered “works made for hire” or an employment to invent, all Work Product discovered, created or developed under this Contract shall be and shall remain the sole and exclusive property of the Commonwealth of Virginia and its assigns or the Authorized User and its assigns. Except as specifically set forth in writing and signed by both VITA and Supplier, or Authorized User and Supplier, Supplier agrees that the Commonwealth or the Authorized User shall have all rights with respect to any Work Product discovered, created or developed under this Contract without regard to the origin of the Work Product.

If and to the extent that Supplier may, under applicable law, be entitled to claim any ownership interest in the Work Product, Supplier hereby irrevocably transfers, grants, conveys, assigns and relinquishes exclusively to the Commonwealth or the Authorized User any and all right, title and interest it now has or may hereafter acquire in and to the Work Product under patent, copyright, trade secret and trademark law in perpetuity or for the longest period otherwise permitted by law. If any moral rights are created, Supplier waives such rights in the Work Product. Pre-existing Work

If and to the extent that any pre-existing rights are embodied or reflected in the Service Deliverables, Supplier hereby grants to the Commonwealth or the Authorized User an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, modify, transmit, execute, reproduce, display, perform, distribute copies of and prepare derivative works based upon such pre-existing rights and any derivative works thereof, and (ii) authorize others to do any or all of the foregoing. It is expressly understood that “perpetual” license rights shall commence upon delivery of the Service Deliverables and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract.

C. Return of Materials

Upon termination of this Contract, Supplier shall immediately return to VITA or the appropriate Authorized User all copies, in whatever form, of any and all Confidential Information, Work Product and other properties provided by VITA or such Authorized User, which are in Supplier's possession, custody or control.

14. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current U.S. and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

15. CONFIDENTIALITY

A. Treatment and Protection

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

A. Exclusions

The term "Confidential Information" shall not include information that is:

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

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

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

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

B. Return or Destruction

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

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

16. INDEMNIFICATION AND LIABILITY

A. Indemnification

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

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

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

A. Liability

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

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

17. INSURANCE

In addition to the insurance coverage required by law as referenced in the Incorporated Contractual Provisions section of this Contract, Supplier shall carry errors and omissions insurance coverage in the amount of $1,000,000 per occurrence.

18. SECURITY COMPLIANCE

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

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

19. BANKRUPTCY

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

20. GENERAL PROVISIONS

A. Relationship between VITA, Authorized User, and Supplier

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

A. Incorporated Contractual Provisions

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

The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/uploadedFiles/SCM/eVATsandCs.pdf are also incorporated by reference.

The then-current terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

B. Compliance with the Federal Lobbying Act

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

C. Governing Law

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

D. Dispute Resolution

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

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision

of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

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

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

E. Advertising and Use of Proprietary Marks

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

F. Notices

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

G. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

H. Assignment

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

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

I. Captions

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

J. Severability

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

K. Survival

The provisions of this Contract regarding Software License, Warranty, Escrow, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing

Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order affected by such postponement or delay.

M. Remedies

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

N. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Software purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

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

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

iii). Excludes access to Supplier cost information.

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

O. Offers of Employment

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

P. Entire Contract

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

a). Exhibit A Software Functional Requirements and Description of Services

b). Exhibit B1 Software Product List, Software License Fee

c). Exhibit B2 Service Charges and Payment Schedule

d). Exhibit C Software Maintenance Services description

e). Exhibit D Statement of Work Template

f). Exhibit F Certification Regarding Lobbying

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in

writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, any individual order, Exhibit D.

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

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier

By: _____

(Signature)

Name: MONIR ELRAYES

(Print)

Title: PRESIDENT

Date: July 2, 2008

VITA

By: _____

(Signature)

Name: PHILIP L. PIPPERT

(Print)

Title: ASSOC. DIRECTOR, SCM

Date: 7/7/08

Address for Notice:

NETCENTRIC TECHNOLOGIES INC.
300 MARCH ROAD, SUITE 205
KANATA, ONTARIO, CANADA K2K 2E2

Attention: MONIR ELRAYES

Address for Notice:

VITA
Virginia Information Technology Agency
1171 Meadowville Lane
Chester, VA 23836

Attention: Contract Administrator

Synopsis of Services and Products

NetCentric Technologies Inc.

NetCentric Technologies Inc. (NetCentric) is a world leader in innovative solutions for the accessibility marketplace. NetCentric's products and services include the following:

Product: CommonLook for Adobe Acrobat

This market-leading quality assurance product is a plug- in for Adobe Acrobat. It is a comprehensive test and remediation tool for Section 508 compliance. The product offers a methodical approach to testing and remediation of PDF documents. Some of product's features include the following: dynamic drag and drop capability to remediate PDF structure, automated generation of speak text for tables and forms, visual manipulation of PDF structure (tables, lists, forms) enhanced support for table testing and remediation and automatic remediation of common problems such as text running together, repeated characters and hyphenation.

Product: PDF Enterprise Compliance Management Framework

This enterprise product enables management and testers to effectively measure and manage the state of Section 508 compliance of their PDF holdings. Some of the product's features includes the spidering capability to automatically locate PDF documents on the enterprise's website(s) and networks, automated scheduled verification of PDF content to provide reports on the compliance status by reported non-compliance incident, instant update of the compliance status as documents are remediated, browser-based access to enterprise compliance data, highly scalable enterprise database to support future growth, integrated verification and remediation using the CommonLook technology on the client and verification and remediation workflow capability to assign files to specific users for remediation and to track their status. Ad-hoc reports can be generated using third party reporting tools.

Product: CommonLook for the Web

This web testing product applies section 508 standards to websites and identifies each instance of website non-compliance. The product delivers detailed and summary test results information at the page, website and organization level. It automates the test of individual standards where possible and provides assistance based on best practices where a "manual" decision is required. In addition to accessibility testing, CommonLook checks for key quality and performance requirements, such as broken links, local links, forms, objectionable language and slow-loading pages.

Product: PDF Accessibility Wizard (PAW)

PAW is an add-in to MS Office. It provides a wizard to allow content authors to create tagged accessible PDFs (conforming to Section 508) directly from MS Word. The creation of accessible content is integrated within the authoring process. The accessibility wizard is launched when the user selects "Save as Accessible PDF" from the menu. This product does not require Adobe Acrobat or other PDF authoring tools. PAW offers a quick and Intuitive interface with no need for prior knowledge of accessibility or training

Service: Accessibility Consulting and Training Services

NetCentric's accessibility consulting services are designed to assist organizations to achieve their accessibility objectives. NetCentric's accessibility specialists have the in-depth knowledge of international standards and best-practices, the hands-on expertise and the market-leading tools to customize a solution that can:

- Assess an organization's state of compliance with the relevant accessibility standards (e.g. section 508 or W3C WCAG P1 and P2) and best practices.
- Devise an accessibility plan that describes the steps an organization needs to take to achieve their accessibility objectives including budgets and timelines.
- Propose efficient and cost-effective ways to make accessibility an integral part of the document creation and approval workflows.
- Remediate websites, PDF documents and other electronic documents to ensure the electronic information produced by the organization meets the requirements defined by their accessibility standards and best practices.
- Design and deliver a training program that can help staff gain the know-how to meet accessibility objectives on an ongoing basis.

Depending on the accessibility objectives, the NetCentric team can engage the organization in a number of ways, including:

Accessibility Assessment: Our approach is to start with an automated scan of the current target documents and websites combined with an in-depth analysis of accessibility issues using a statistically significant random sample of documents and web pages. The resulting Assessment Report describes the current state of accessibility in the organization and provides information on key accessibility metrics.

Accessibility Panning: In addition to assessing the current state of electronic document accessibility, our experts can develop an Organizational Accessibility Plan that:

- Analyzes the document creation, approval and publishing process and recommends changes to make accessibility an integral part of the workflow in ways that meet your objectives while maximizing effectiveness and minimizing cost.
- Assesses accessibility training needs and recommends a suitable training program to meet accessibility objectives.

PDF Section 508 Verification and Remediation Services

The verification and remediation services provide organizations with a highly-accurate, comprehensive and cost-effective way to achieve Section 508 compliance for their PDF holdings. The benefits of the services include the following:

- Best-of-breed service performed by expert resources using the industry-leading CommonLook tool.
- Accurate results based on a thorough analysis of the PDF structure (as opposed to doing a simple test using screen readers).
- Comprehensive testing for all the federal Government section 508 standards related to 1194.22 (Web-based intranet and internet information and applications).
- Quick turn-around.

NetCentric's verification and remediation services include the following:

- Review Scripts; verify and fix inaccessible script functionality (for example functionality dependant on the mouse).
- Mark items as lists. We create list tags and list item tags within which we put the text.
- Review form elements. Change any radio buttons (inaccessible by definition), to mutually exclusive checkboxes.
- Fix Content Order view.
- Fix Tags view.
- Verify/fix tabbing order.
- Properly tag callouts and other annotations.
- Run CommonLook plug-in for Adobe Acrobat on each document, identify and fix accessibility problems. Generate a Section 508 conformance certificate for each document.
- Test each document with JAWS, or, at your option, Readout loud of Acrobat

Often testers or authors simply use a screen reader to test PDF's assuming mistakenly that this is sufficient. At NetCentric, we view this approach as unacceptable as it exposes you to potential complaints and litigation due to non-compliance with the legislation.

“Radio buttons”, inaccessible by definition, is an area where we excel. Since Checkboxes are accessible, we simulate the functionality of radio buttons by creating mutually exclusive checkboxes. This involves removing radio buttons, adding checkboxes and adding scripts for every checkbox so that once clicked, it would uncheck all other checkboxes in the same group.

Another area where we differentiate ourselves is in our handling of lists. When screen readers encounter a list tagged as a “list”, it states that it is about to read a list of elements. Frequently, testers and authors do not mark lists as such, and therefore they will not be identified by screen readers as a list, but rather as a paragraph. While, strictly speaking, this may not be part of Section 508, it nevertheless provides for enhanced accessibility to people with disabilities.

Since 1998, NetCentric Technologies Inc. (NetCentric) has been a world leader in developing innovative products for the accessibility market. Our unique market-leading CommonLook Section 508 product family for PDF offers the most complete suite of tools to ensure compliance of PDF documents with the Section 508 standard. Our products for website verification offer comprehensive checking against section 508 standards. The following sections provide a high-level overview of these products.

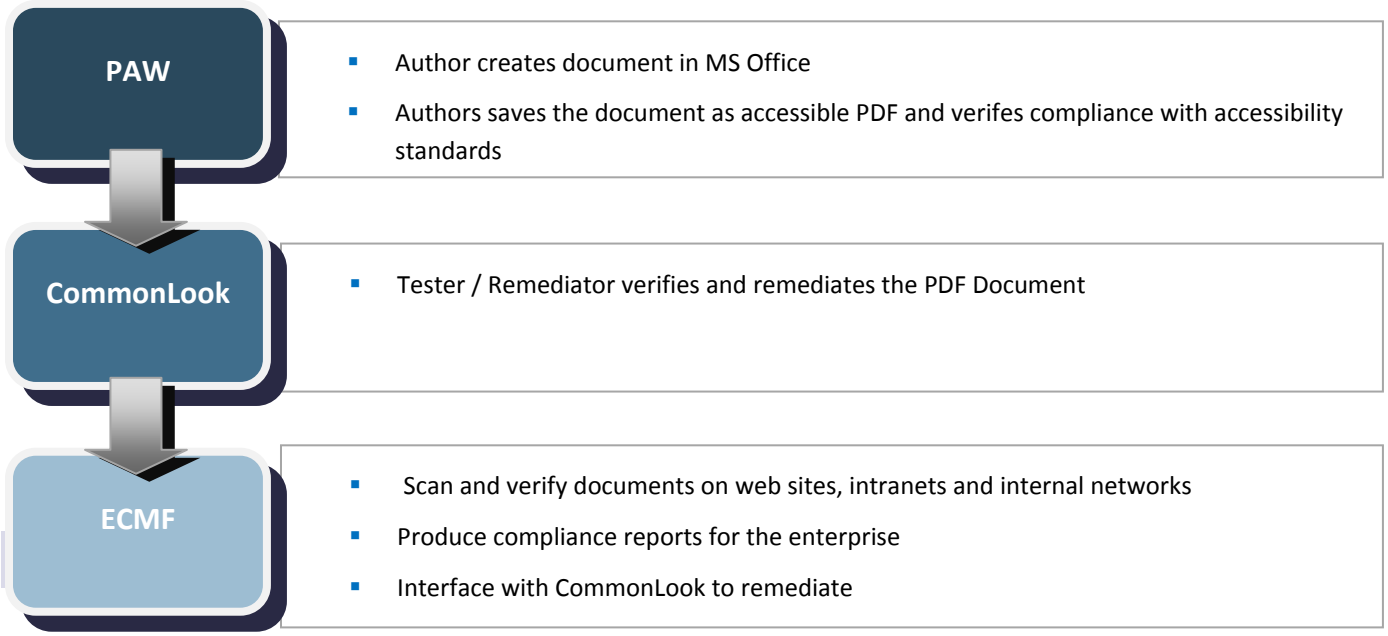
PDF TOOLS

NetCentric offers 3 category 2 products that address PDF compliance requirements at the author, QA and enterprise compliance levels. These products are:

Product Name	Category	Used by	Summary
PDF Accessibility Wizard (PAW)	3	Content authors using MS Office (Excel, PowerPoint and Word)	▪ Add-in for MS Office ▪ Provides wizard to allow content authors to create tagged accessible PDFs (conforming to Section 508) directly from MS Office applications ▪ Creation of accessible content is integrated within the authoring process. The accessibility wizard is launched when the user selects “Save as Accessible PDF” from the menu ▪ Does not require Adobe Acrobat or other PDF authoring tools ▪ Quick and Intuitive (average document processed in less than 5 minutes)– No need for prior knowledge of accessibility or training ▪ Utilizes market-leading, proven CommonLook technology
CommonLook for Adobe Acrobat (CommonLook-PDF)	3	Quality Assurance personnel responsible for ensuring PDF documents are compliant	▪ Plug-in for Adobe Acrobat ▪ Comprehensive test/remediation tool for Section 508 ▪ Methodical approach to testing and remediation ▪ Dynamic drag and drop capability ▪ Automated generation of speak text – tables/forms ▪ Visual manipulation of PDF structure (tables, lists, forms). Enhanced support for table testing and remediation. ▪ Automatic remediation of common problems (text running together, repeated characters,

Product Name	Category	Used by	Summary
			hyphenation)
PDF Enterprise Compliance Management Framework (ECMF)	2,3	Management, testers	▪ Spidering technology automatically locates PDF documents on enterprise website(s). ▪ Automated Scheduled verification of content provides reports on compliance status with Section 508, W3C and the enterprise's best practices by reported non-compliance incident. ▪ Instant update of the compliance status as documents are remediated. ▪ Browser-based access to enterprise compliance data. ▪ Highly scalable enterprise database to support future growth. ▪ Integrated verification and remediation using CommonLook technology on the client. ▪ Verification and Remediation Workflow Capability to assign files to specific users for remediation and track their status ▪ Ad-hoc reports can be generated using third party reporting tools.

The following chart illustrates typical PDF document flow.



Product Name	Category	Used by	Summary
CommonLook for HTML (CommonLook-Web)	2	Testers of Websites	▪ Applies all Section 508 standards to websites and identifies each instance of website non-compliance, to provide comprehensive and accurate standards verification. ▪ Manages the progressive test-and-correction cycle of multiple developers and testers, in a multi-website environment, providing a full enterprise-class solution. ▪ Delivers detailed and summary test results information at the page, website and organization level. ▪ Automates the test of individual standards where possible and provides assistance based on best practices where a decision needs to be made by the user. ▪ Verifies web pages if they have changed or if they weren't tested for a specific checkpoint. ▪ Advanced tests take compliance to the next level by checking for key quality and performance requirements, such as broken links, local links, forms, objectionable language and slow-loading pages.

RFP Response to Section 5, Detailed Description of Proposed Solution of each category for which a response was submitted.

Table of Contents

1. CATEGORY 2 PRODUCTS 9

2. CATEGORY 3 PRODUCTS 22

3. CATEGORY 5 SERVICES 35

4. CATEGORY 6 SERVICES 39

1. CATEGORY 2 PRODUCTS

NetCentric offers the following category 2 products.

Product Name	Summary
PDF Enterprise Compliance Management Framework (ECMF)	ECMF provides spidering technology to locate PDF documents on enterprise website(s), intranets and internal networks and then verify them for compliance with Section 508. Reports on compliance status are targeted at management and testers and range from high-level summary reporting on websites to non-compliance incident level reporting. ECMF also integrates with CommonLook-PDF to facilitate remediation and tracking.
CommonLook Section 508 for HTML (CommonLook-Web)	CommonLook-Web applies all Section 508 standards to websites and identifies instances of non-compliance. The product delivers detailed and summary test results information at the page, website and organization level. It automates the test of individual standards where possible and provides assistance based on best practices where a decision needs to be made by the user. The product also checks for key quality and performance requirements, such as broken links, local links, forms, objectionable language and slow-loading pages.

The following table provides the requested details on the 2 products described above. For further product details, please see the Appendices. Note that unless otherwise indicated, a (“Y”, “N” or “F”) response applies to both products.

#	Requirement	A *(Y/F/N)*	B *(comments)*
Category 2: Products which aid in making users' access to Web sites and Web applications compliant			
1.	Does your product support end users with disabilities? Please describe.	Y	See VPAT for both products included in Appendix G
2.	Is your product written in a language from those identified in Table APP-S-01 of the Commonwealth's *Enterprise Technical Architecture Standard* (ITRM Standard EA225-00)? For each product list and describe the language(s) used.	Y	ECMF: VB.Net and C++ CommonLook-Web: C++
3	Does your product run on a platform from those identified in Table PLA-S-01, Table PLA-S-08, or Table PLA-S-09 of the Commonwealth's *Enterprise Technical Architecture Standard* (ITRM Standard EA225-00)? For each product list and describe the platforms(s) used. For each product, list and describe the platform(s) used	Y	ECMF: Windows 2003 Server (for Server components). Windows XP Pro (for client). CommonLook-Web: Windows XP Pro (for client)
4.	Does your product run on a DBMS from those Database Management Systems (DBMS)	Y	ECMF: Microsoft SQL Server 2005 or Microsoft SQL Server 2000 CommonLook-Web: Microsoft SQL Server 2005

	identified in Table DB-S-01of the Commonwealth's *Enterprise Technical Architecture Standard* (ITRM Standard EA225-00)? Identify the DBMS your product utilizes.		or Microsoft SQL Server 2000
5	If your product uses DBMS, is the data normalized? To what level? Please describe.	Y	The data is normalized to the 3rd level. Both products utilize the same database structure which has tables representing websites, pages, documents, standards, checkpoints, checkpoint results and other relevant data.
6	Do you have a system or procedure for product updates and/or releases? Please describe. Include how releases and revisions are tested, distributed, and installed.	Y	See Appendix A
7	Is the product a Commercial Off the Shelf Software (COTS) solution? (a software package must be ready to implement without additional software design and programming). Please describe.	Y	Both products are COTS solutions
8	Will your company work with designated VITA staff to submit a VITA Architectural Review (VAR)	Y	

	for approval prior to contract signing?		
9.	Does your product have support services and options? Please describe.	Y	See Appendix B
10.	Does your product have formal service escalation and problem resolution procedures? Please describe.	Y	See Appendix B
11.	Do you provide information regarding outstanding problems, fixes, modifications and improvements to the customer? Please describe.	Y	We send periodic emails to customers notifying them of outstanding problems, fixes, modifications and improvements.
12.	Does your proposed product support Windows authentication and access protocols? Please describe.	Y	Both products
13.	Do you have a 'user training plan? Please describe.	Y	See Appendix C
14.	Please submit a "user training plan" that is optioned for levels of	Y	See Appendix C

	training, and a schedule.		
15.	Please include training costs in Section 6, Costs.	Y	
16.	Is your product Internet based/server based/thin client? (versus a thick client/installed on individual PCs) Please describe.	Y (for ECMF) N (for CommonLook-Web)	ECMF is a server-based solution with a thin client interface. CommonLook-Web is a client/server application
17.	Can your product process multiple pages at once? (e.g. a whole site or batch of files). Please describe.	Y (for ECMF) Y (for CommonLook-Web)	ECMF supports defining a Verification Domain as the PDF content of a website (defined via its root URL and subject to filtering criteria), the PDF content of network folders or as a list of files. Spidering and verification processes are run on the entire Verification Domain. CommonLook-Web supports defining a website (via its root URL and subject to filtering criteria). Spidering and verification processes are run on the entire site.
18.	Can your product create a summary of the compliance of the batch of pages in addition to providing detail on each page? Please describe.	Y	ECMF provides a number of reports including reports that provide summary information on the compliance of a batch of PDF documents (e.g. number of documents that have passed all Section 508 checkpoints, number of documents that have failed at least one checkpoint, etc) as well as reports that provide details of non-compliance on a per-incident basis. CommonLook-Web provides a number of reports including reports that provide summary information on the compliance of a website (e.g. number of pages that have passed all Section 508 checkpoints, number of pages that have failed at least one checkpoint, etc) as well as reports that provide details of

			non-compliance on a per-incident basis.
19.	Can your product search an online directory/site for pages to analyze? Please describe.	Y	Both products support spidering through an internet or intranet site to enumerate all web pages and PDF content. ECMF also supports searching network directories (folders) for PDF content.
20.	Can certain files or directories be excluded? Please describe.	Y	Both products support defining filtering criteria for verification domains (websites, network folders or lists of files) to include or exclude files or directories as required.
21.	Can your product be configured to access pages that require a password?- Please describe.	F (for ECMF) Y (for CommonLook-Web)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF product in the future. Product can be configured to access pages that require authentication by specifying this when the website is defined.
22.	Can your product be configured to access pages that require a form to be filled out and/or a certain input or user action to reach? Please describe.	F (for ECMF) Y (for CommonLook-Web)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF product in the future. The CommonLook-Web product, with the optional Scenarios Module, provides functionality to define scenarios (sequences of use input and resulting outcomes) for testing.
23.	Can your product automate/schedule monitoring or testing of Web sites? Please describe.	Y (for ECMF) F (for CommonLook-Web)	ECMF integrates into Windows Scheduler and provides functionality to schedule spidering and verification tasks periodically (daily, monthly, yearly), one time only or for when the server starts. This functionality is available in our ECMF product and will be ported to the ECMF

			product in the future.
24	Can automated alerts or reports be sent? (e.g. for example via email) Please describe.	F	This functionality will be added to both products in a future release.
25.	Is your product able to maintain a list of URLs to crawl from session to session? Please describe.	**Y**	Both products maintain the list of URLs defined for crawling in a Compliance database.
26.	Does your product address both Section 508 and WAI WCAG Level A requirements? Please describe.	F (ECMF) Y (CommonLook-PDF)	This functionality is available in our CommonLook-Web product and will be ported to ECMF in the future. One consideration regarding the timing is the official release of WCAG 2.0. CommonLook-Web tests for the Section 508 Web-based Intranet and Internet Information and Applications (1194.22) checkpoints as well as WAI WCAG Level A checkpoints.
27.	Does your product find and address/report broken links? Please describe.	F (ECMF) Y (CommonLook-PDF)	This functionality is available in our CommonLook-Web product and will be ported to ECMF in the future CommonLook-Web provides broken links reports that lists all broken links within a site, as well as pages that contain a given broken link.
28.	Does your product address any additional issues (e.g. for example Open Web Application Security Project (OWASP) or other security	F (ECMF)	More checkpoints (such as slow loading documents) will be added to ECMF in future releases.

	issues)? Please describe.		CommonLook-PDF supports checking for a number of quality metrices, including: ▪ DOCTYPE validity ▪ Metatag elements (Dublin code) ▪ Broken Links ▪ Language attributes and Character Sets ▪ Local Links ▪ Slow Loading Pages ▪ Offensive Language
29.	Can you provide a sample report screen and list the items your product addresses? Please describe.	Y	See Appendix D
30.	Can a report be printed and/or turned into a single file for distribution? Please describe.	F (for ECMF) Y (for PDF-Web)	ECMF generates reports for printing. The functionality to save reports into archived web pages (mhtml files) will be added in the future. CommonLook-Web generates reports for printing. The reports can also be saved into archived web pages (mhtml files).
31.	Does your product show the line number of inaccessible code? Please describe.	Y (for ECMF) F (for PDF-Web)	ECMF highlights the traversal path for inaccessible elements in PDF Currently CommonLook-Web highlights the inaccessible elements within the page output. In the future, appropriate reports will also show the line numbers.

32.	Can your product be configured to meet additional agency-specific requirements? (e.g. for example the Virginia Web Site Standard) Please describe.	Y (ECMF) Y (CommonLook-Web)	Both products are highly extensible. New checkpoints can be implemented as new DLLs and dynamically linked into the application. New checkpoint characteristics need to be added to the compliance database.
33.	Does your product test for color blindness and appropriate contrast? Please describe.	F (for ECMF) Y (for CommonLook-Web)	CommonLook-Web provides a split screen filter which helps verify appropriate contrast
34.	Can your product perform automatic remediation of accessibility problems it encounters? Please describe.	Y (for ECMF) N (for CommonLook-Web)	ECMF - Remediation Edition (which works with CommonLook-PDF), automatically corrects many PDF accessibility problems, including the following examples: - Proper structuring of PDF document for accessibility - Text running together, hyphenation and repeated characters - Tagging untagged elements and annotations - Abbreviations and acronyms - Cleanup of tagging structure Being web development technology-independent, the CommonLook-Web product does not offer automatic remediation (as this would depend on the technology used to implement the website)
35.	Does your product suggest fixes to	Y	ECMF and CommonLook-Web suggest fixes to

	encountered problems? Please describe.		many accessibility problems, including the following examples: - Data table missing header cells - Header cells missing scope - Table cells that do not have a column header - Use of absolute sizing of fonts - Form fields that don't have required attributes (e.g. no tool tip) - Images with no alt-text - Identification of the presence of scripts, applets, plug-ins or multimedia elements that could cause flickering, timed response or loading of inaccessible applets or plug-ins. - Detection of server-side image maps and reporting on active areas that don't have redundant links - Detection of repetitive navigational links.
35.	Can your product access secured (password protected) applications? Please describe.	Y	The CommonLook-Web product, with the optional Scenarios Module, provides functionality to define scenarios (sequences of use input and resulting outcomes) for testing which supports accessing secured applications.
37.	Can your product access pages behind an HTML form? (e.g. for example via recording user actions or saving form fields and values.) Please describe.	F (for ECMF) Y (for CommonLook-Web)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF product in the future. The CommonLook-Web product, with the optional Scenarios Module, provides functionality to define scenarios (sequences of use input and resulting outcomes) for testing.

38.	Can your product analyze/correct files on a protected LAN or intranet? Please describe.	Y	Provided the product is run behind the firewall.
39.	Can your product validate online forms? (e.g. label tags, tab index) Please describe.	Y (ECMF) Y (CommonLook-Web)	ECMF checks for all form fields being tagged and having tool tips. This is implemented as part of checkpoint 12.4 (W3C WCAG 1.0 Priority 2). Also as part of 10.2 (W3C WCAG 1.0 Priority 2).
40.	Can your product check for “skip navigation” links? Please describe.	Y	The products check for the presence of a named destination link located before the repetitive links that skips these repetitive links.
41.	Can your product integrate with a browser. (e.g. for example be loaded as a plug-in or product bar) Please describe.	N	
42.	Does your product address problems with source code? (e.g. .NET, ColdFusion, Perl, Java, etc.) Does your product integrate into a development environment? (e.g. Visual Studio, Dream Weaver, etc.)	N	

	Please describe.		
43.	Can you provide a checklist showing how your product handles each of the Web requirements in the Virginia Accessibility Standard, A-P and Priority A of W3C? Please provide a sample checklist and describe the contents.	F (ECMF) Y (CommonLook – Web)	Section 508 W3C WCAG P 1 and 2. Section 508
44.	Does your product analyze each of the accessibility requirements in the pages it evaluates and provide an itemized error by error report? Please provide a sample report describe the contents.	Y	See Appendix D
45.	Does your product have usability features? Please describe.	**Y**	The products have a number of usability features including the following: 1) Simplicity and intuitiveness 2) Ease of navigation 3) Clearly indicated menus and links 4) Clean, uncluttered design 5) PAW's Wizard user interface is designed such that users do not need to have knowledge of accessibility to create accessible documents (but can learn more over time if they so desire)

46.	Do you have any other products, services, critical pieces of your product or service that we have not addressed in the above questions? Please describe.		

2. CATEGORY 3 PRODUCTS

NetCentric offers the following category 3 products.

Product Name	Summary
PDF Accessibility Wizard (PAW)	PAW is an add-in for MS Office. It provides a wizard interface to allow content authors to create tagged accessible PDFs (conforming to Section 508) directly from MS Office applications. The creation of accessible content is integrated within the authoring process.
CommonLook for Adobe Acrobat (CommonLook-PDF)	CommonLook-PDF is a plug-in for Adobe Acrobat Professional or Standard. It is a comprehensive test/remediation tool that provides a comprehensive approach to testing and remediating PDF documents to ensure compliance with Section 508. CommonLook-PDF makes it possible to visually manipulate the PDF structure (tables, lists, forms) and offers enhanced support for table testing and remediation. It also automatically remediates common PDF problems such as text running together, repeated characters, hyphenation.
PDF Enterprise Compliance Management Framework (ECMF)	ECMF provides spidering technology to locate PDF documents on enterprise website(s), intranets and internal networks and then verify them for compliance with Section 508. Reports on compliance status are targeted at management and testers and range from high-level summary reporting on websites to non-compliance incident level reporting. ECMF also integrates with CommonLook-PDF to facilitate remediation and tracking.

The following table provides the requested details on the 3 products described above. For further product details, please see the Appendices. Note that unless otherwise indicated, a (“Y”, “N” or “F”) response applies to all 3 products.

#	Requirement	A *(Y/F/N)*	B *(comments)*
Category 3: Products which aid in making users' access to electronic documents compliant			
1.	Do you have a system or procedure for product updates and/or releases? Please describe. Include how releases and revisions are tested, distributed, and installed.	Y	Please see Section ~~ (Product Update Procedure, Product Release Procedure)
2.	Is the product a Commercial Off the Shelf Software (COTS) solution, i.e. for example a software package that is ready to implement without additional software design and programming?	Y	All 3 products are COTS solutions
3.	Will your company work with designated VITA staff to submit a VITA Architectural Review (VAR) for approval prior to contract signing?	Y	
4.	Does your product have support services and options? Please describe.	Y	Standard pricing on the 3 products includes product upgrades and e-mail-based support for 1 year. Additional extended support and maintenance plans are available including: ▪ Extended Support is available for additional cost and includes 1-year of product upgrades and e-mail-based support. ▪ Per-Incident Support is available as web or

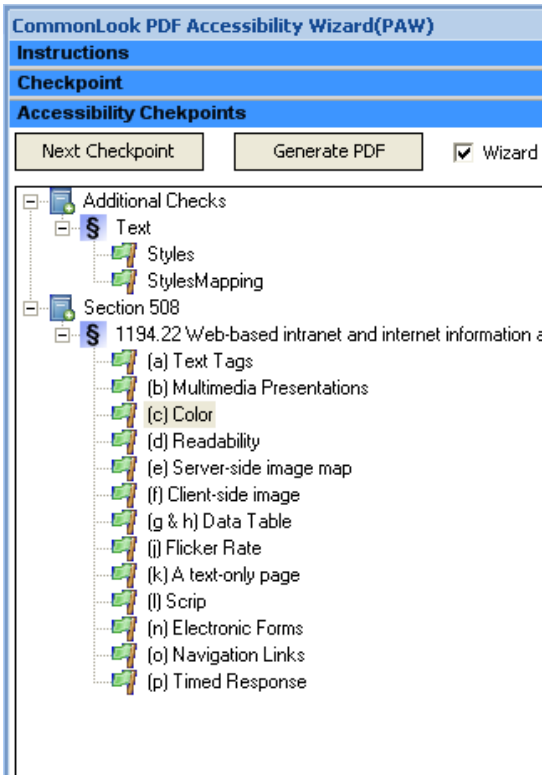
#	Requirement	A *(Y/F/N)*	B *(comments)*
			phone submission.
5.	Does your product have formal service escalation and problem resolution procedures? Please describe.	Y	See below ~~
6.	Do you provide information regarding outstanding problems, fixes, modifications and improvements to the customer? Please describe.	Y	We send periodic emails to customers notifying them of outstanding problems, fixes, modifications and improvements.
7.	Does your proposed product support Windows authentication and access protocols? Please describe.	Y	The product is an add-in to MS Office (Word, Excel and PowerPoint). As such, it utilizes the Windows authentication and access protocols as supported by MS Office.
8.	Do you have a 'user training plan?' Please describe. Please submit a "user training plan" that is optioned for levels of training, and a schedule. Please include training costs in Section 7, "Pricing".	Y	See Appendix C
9.	Is your product Internet	Y (for ECMF)	ECMF is a server-based solution with a thin client

#	Requirement	A *(Y/F/N)*	B *(comments)*
	based/server based/thin client? (versus a thick client/installed on individual PCs) Please describe.	N (for PAW) N (for CommonLook-PDF)	interface. PAW is a desktop application implemented as an add-in to MS Office. CommonLook-PDF is a desktop application implemented as a plug-in for Adobe Acrobat Professional or Standard.
10.	Can your product process multiple documents at once? (e.g. for example a batch of files). Please describe.	Y (for ECMF) N (for PAW) N (for CommonLook-PDF)	ECMF supports defining a Verification Domain as the PDF content of a website (defined via its root URL and subject to filtering criteria), the PDF content of network folders or as a list of files. Spidering and verification processes are run on the entire Verification Domain. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a time.
11.	Can the product create a summary of the compliance of the batch of documents in addition to providing detail on each document? Please describe.	Y (for ECMF) N (for PAW) N (for CommonLook-	ECMF provides a number of reports including reports that provide summary information on the compliance of a batch of PDF documents (e.g. number of documents that have passed all Section 508 checkpoints, number of documents that have failed at least one checkpoint, etc) as well as reports that provide details of non-compliance on a per-incident basis. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents,

#	Requirement	A *(Y/F/N)*	B *(comments)*
		PDF)	CommonLook-PDF works with one document at a time.
12.	Can the product search an online directory/site for documents to analyze? Please describe.	Y (for ECMF) N (for PAW) N (for CommonLook-PDF)	ECMF supports spidering through an internet or intranet site to enumerate all PDF content. It also supports searching network directories (folders) for PDF content. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a time.
13.	Can certain files or directories be excluded? Please describe.	Y (for ECMF) N (for PAW) N (for CommonLook-PDF)	ECMF supports defining filtering criteria for verification domains (websites, network folders or lists of files) to include or exclude files or directories as required. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a time.
14.	Can the product be configured to access pages that require a password? Please describe.	F (for ECMF) N (for PAW) N (for CommonLook-PDF)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF product in the future. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a

#	Requirement	A *(Y/F/N)*	B *(comments)*
			time.
15.	Can the product be configured to access pages that require a form to be filled out and/or a certain input or user action to reach? Please describe.	F (for ECMF) N (for PAW) N (for CommonLook-PDF)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF product in the future. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a time.
16.	Can lists of files and/or settings be saved so they need not be set or generated in subsequent uses of your product? Please describe.	F (for ECMF) N (for PAW) N (for CommonLook-PDF)	PDF Files identified by ECMF (either by spidering through a website or by enumerating files in a directory or list) are saved in the ECMF compliance database, as are the application settings. As an add-in to MS Office, designed to create accessible PDF and Word documents, PAW works with one document at a time. As a plug-in to Adobe Acrobat, designed to verify and create accessible PDF documents, CommonLook-PDF works with one document at a time.
17.	Does your product address both Section 508 and WAI WCAG Level A requirements? Please describe.	F (for ECMF) F (for PAW) F (for CommonLook-PDF)	This functionality is available in our CommonLook-Web product and will be ported to the ECMF, PAW and CommonLook-PDF products in the future. One consideration regarding the timing is the official release of WCAG 2.0.
18.	Does your product address the flow of documents? (i.e. for example how they read in a screen	Y (for ECMF)	ECMF verifies the order of content in the PDF file for both the tags and content order views. Also, when used with CommonLook-PDF, it also helps

#	Requirement	A *(Y/F/N)*	B *(comments)*
	reader) Please describe.	Y (for PAW) Y (for CommonLook-PDF)	to remediate content order problems and generates proper tagging for forms, lists and tables. PAW ensures the order of content in the MS Office document, when converted to PDF, flows correctly (as reflected in the PDF tags view), including converting such structures as lists and text boxes. It also ensures appropriate tags and speak text for tables are created so that screen readers can read the generated documents correctly. CommonLook-PDF allows the user to verify the order of content in the PDF file for both the tags and content order views. It also helps to remediate content order problems and generates proper tagging for forms, lists and tables. Documents verified and remediated using CommonLook-PDF read correctly with screen readers. Furthermore, Acrobat's reflow feature – which is used by people with mobility impairments and people with low vision – works correctly.

#	Requirement	A *(Y/F/N)*	B *(comments)*
19.	Can you provide a sample report screen and list the items your product addresses? Please describe.	Y	 The product addresses the following items (as shown in the above screen): 1) The Checkpoints for Section 508 Web-based Intranet and Internet Information and Applications (1194.22) (a) Text Tags (b) Multimedia Presentations (c) Color (d) Readability (e) Server-Side Image Maps (f) Client-Side Image Maps (g)&(h) Data Table

#	Requirement	A *(Y/F/N)*	B *(comments)*
			(i) Frames (j) Flicker Rate (k) Text-Only Alternative (l) Scripts (m) Applets and Plug-Ins (n) Electronic Forms (o) Navigation Links (p) Time Delays 2) Checks to verify that styles are used correctly in MS Word and mapped to the appropriate PDF tags. See Appendix D for more report samples
20.	Does your product generate reports for printing and/or turned into a single file for distribution? Please describe.	Y (for ECMF) F (for PAW) Y (for CommonLook-PDF)	ECMF generates reports for printing. The reports can also be saved into archived web pages (mhtml files). PAW currently does not produce a report for printing. CommonLook-PDF generates reports for printing. The reports can also be saved into archived web pages (mhtml files).
21.	Does your product test for color blindness and appropriate contrast? Please describe.	F (for ECMF) Y (for PAW) Y (for CommonLook-PDF)	 PAW provides a color filter which helps verify appropriate contrast CommonLook-PDF provides a split screen filter which helps verify appropriate contrast

#	Requirement	A *(Y/F/N)*	B *(comments)*
22.	Does your product perform automatic remediation of accessibility problems it encounters? Please describe.	Y (for ECMF) Y (for PAW) Y (for CommonLook-PDF)	ECMF - Remediation Edition (which works with CommonLook-PDF), automatically corrects many PDF accessibility problems, including: - Proper structuring of PDF document for accessibility - Text running together, hyphenation and repeated characters - Tagging untagged elements and annotations - Abbreviations and acronyms - Cleanup of tagging structure PAW performs automatic fixes for many accessibility problems including the following: 1) Appropriate tags are generated for various styles (headings, lists, etc) 2) Appropriate heading information is created for tables based on the identified table type When the remediation edition of ECMF is used (which works with CommonLook-PDF), ECMF corrects many PDF accessibility problems, including: - Proper structuring of PDF document for accessibility - Text running together, hyphenation and repeated characters - Tagging untagged elements and annotations

#	Requirement	A *(Y/F/N)*	B *(comments)*
			- Abbreviations and acronyms - Cleanup of tagging structure
23.	Does your product suggest fixes to encountered problems? Please describe.	Y (for ECMF) Y (for PAW) Y (for CommonLook-PDF)	ECMF, PAW and CommonLook-PFD suggest fixes to many accessibility problems, including the following examples: - Data table missing header cells - Header cells missing scope - Table cells that do not have a column header - Use of absolute sizing of fonts - Form fields that don't have required attributes (e.g. no tool tip) - Images with no alt-text - Identification of the presence of scripts, applets, plug-ins or multimedia elements that could cause flickering, timed response or loading of inaccessible applets or plug-ins. - Detection of server-side image maps and reporting on active areas that don't have redundant links - Detection of repetitive navigational links.
24.	Can your product analyze and/or correct files on a protected LAN or intranet? Please describe.	Y	Provided the product is run behind the firewall.
25.	Does your product have usability features?	Y	The products have a number of usability features including the following:

#	Requirement	A *(Y/F/N)*	B *(comments)*
	Please describe.		6) Simplicity and intuitiveness 7) Ease of navigation 8) Clearly indicated menus and links 9) Clean, uncluttered design 10) PAW's Wizard user interface is designed such that users do not need to have knowledge of accessibility to create accessible documents (but can learn more over time if they so desire)
26.	Do you have any other products, services, critical pieces of your product or service that we have not addressed in the above questions? Please describe.	Y (ECMF) Y (PAW) Y (CommonLook-PDF)	ECMF integrates with the CommonLook-Web product (a category 2 product) to provide a comprehensive integrated solution that addresses the requirements for website compliance as well as PDF compliance. PAW provides a wizard interface to allow content authors to create tagged accessible PDFs (conforming to Section 508) directly from MS Office applications. The creation of accessible content is integrated within the authoring process. By creating accessible document at the authoring stage both the quantity and quality of accessibility are greatly enhanced. CommonLook-PDF is a comprehensive test/remediation tool that provides a methodical approach to testing and remediating PDF documents to ensure compliance with Section 508. CommonLook-PDF makes it possible to visually manipulate the PDF structure (tables, lists, forms) and offers enhanced support for table testing and remediation. It also automatically remediates common PDF problems such as text running together, repeated characters, hyphenation. Using CommonLook-PDF, users experience an increase of productivity

#	Requirement	A *(Y/F/N)*	B *(comments)*
			of 5 to 20 times, depending on the complexity of the document, as compared to manual verification/remediation.

3. CATEGORY 5 SERVICES

NetCentric offers the following category 5 services: ACCESSIBILITY CONSULTING AND TRAINING SERVICES (Refer to Appendix E for a description of the service)

#	Requirement	A *(Y/F/N)*	B *(comments)*
Category 5: Services which aid in making users' access to Web sites and Web applications compliant			
1.	Does your service identify for remediation or remediate or both in order to implement the requirements in the *Virginia IT Accessibility Standard*? Identify the application languages and operating system you can identify for remediation, remediate, or both.	Y Windows, IIS, VB .NET, C#, C++, JAVA	
2.	Do you analyze or create "back end"[1] code (e.g. for example help remediate problems in server-side code that caused the HTML to be non-compliant)? Please list the languages and/or development environments you work in.	Y .NET (all languages) Java	

[1] The back end comprises the components that process the output from the front end. The front end is the part of a software system that interacts directly with the user. (a) For software applications, *front end* is the same as *user interface*. (b) In client/server applications, the client part of the program is often called the *front end* and the server part is called the *back end*. (c) Compilers, the programs that translate source code into object code, are often composed of two parts: a *front end* and a *back end.* The front end is responsible for checking syntax and detecting errors, whereas the back end performs the actual translation into object code.

3.	Do you provide accessibility reports? What items are included in a report regarding accessibility issues with a Web application or Web site? Would the report tell developers where in the code the problem lies? Please provide a sample report detailing the accessibility issues.	Y Section 508 Checkpoints Y	
4.	Do you offer training to developers in how to create IT accessible Web applications and/or Web sites? Please describe.	Y	We offer training in all aspects of accessibility including: ▪ Microsoft Office Accessibility Practices ▪ PDF Accessibility with CommonLook ▪ Advanced PDF accessibility with CommonLook ▪ Accessible PDF Form Design with Lifecycle ▪ Adobe Acrobat JAVA Script ▪ Web Design ▪ Web Design for Accessibility ▪ Cascading Style Sheets

5.	Do you have any other services or critical pieces of your service that we have not addressed in the above questions? Please describe.	N	

4. CATEGORY 6 SERVICES

NetCentric offers the following category 6 Services:

PDF SECTION 508 VERIFICATION AND REMEDIATION SERVICES (Refer to Appendix F for a description of the service)

#	Requirement	A *(Y/F/N)*	B *(comments)*
Category 6: Services which aid in making users' access to electronic documents compliant			
1	Do you address more than one type of electronic document? What document types do your services address?	Y	PDF and MS Word
2	List the document types you can identify for remediation, remediate, or both. Please describe.	Y	PDF and MS Word both for identification for remediation andremediation
3	Do you provide reports on encountered accessibility issues? What items are included in a report regarding IT accessibility issues with documents? Please provide a sample report detailing the accessibility issues.	Y Section 508 Checkpoints	

4	Do you offer training in how to create IT accessible documents or training in how to make existing documents IT accessible? Please describe.	Y	We offer training in all aspects of accessibility including: ▪ Microsoft Office Accessibility Practices ▪ PDF Accessibility with CommonLook ▪ Advanced PDF accessibility with CommonLook ▪ Accessible PDF Form Design with Lifecycle ▪ Adobe Acrobat JAVA Script ▪ Web Design ▪ Web Design for Accessibility ▪ Cascading Style Sheets
5	Do you have any other services or critical pieces of your service that we have not addressed in the above questions? Please describe.	N	

NetCentric Technologies Inc.

EXHIBIT B 1 CONTRACT VA-080612-NETC

508 PRICE SUBMITTAL FOR PRODUCT

NAMED USER PERPETUAL LICENSE

LIST PRODUCT/CATEGORY	VOLUME 1-25	LICENSE COST VOLUME 26-100	LICENSE COST VOLUME 100 -200	* OTHER Applicable after the first year license expires.
CommonLook -PDF(CommonLook for Adobe Acrobat)/ 3	$999.00	$939.00	$750.00	Maintenance and Support 20 % annually
CommonLook-Web /2	$800.00	$752.00	$600.00	Maintenance and Support 15 % annually
PAW /3	$100.00	$95.00	$95.00	Maintenance and Support 20 % annually

CONCURRENT USE (ANNUAL SUBSCRIPTION) LICENSE

LIST PRODUCT/CATEGORY	NUMBER OF CONCURRENT USERS 5-50	NUMBER OF CONCURRENT USERS 51-100	NUMBER OF CONCURRENT USERS 101-250	NUMBER OF CONCURRENT USERS 251-500
CommonLook -PDF(CommonLook for Adobe Acrobat)/ 3	$600 per user per annum	$504 per user per annum	$450 per user per annum	$324 per user per annum

ECMF / 2,3

ECMF pricing is calculated per PDF please see below

Verification

Number of PDFs	Price	Reports
1000	$10,000	Basic
2000	$15,000	Basic
4000	$20,000	Basic
7000	$25,000	Basic
11000	$30,000	Basic
Unlimited	$35,000	Basic

Remediation and Tracking Module

Number of CommonLook® Licenses	Price	Reports
3	$3,747	Basic
5	$6,060	Basic
10	$11,980	Basic
25	$29,700	Basic and Advanced
100	$99,900	Basic and Advanced
250	$218,500	Basic and Advanced
500	$374,500	Basic and Advanced

Advanced Reports

Number of Reports	Price
1	$2,000
2	$3,500
3	$5,000

NetCentric offers many training courses related to accessibility

For training cost please see below

TRAINING

# Trainees	Price
2	$1,500
3	$1,750
4	$2,000
5	$2,500
6	$3,000
7	$3,250
8	$3,500
9	$3,750
10	$4,000

Training cost do not include cost of travel and accomodations.

NetCentric Technologies Inc.

EXHIBIT B 2 CONTRACT VA-080612-NETC

508 PRICE SUBMITTAL FOR SERVICES

PROFESSIONAL TITLE	COST / DAY	COST / HOUR
PROJECT MANAGER	$900	$146.25
SR CONSULTANT/ANALYST	$850	$138.13
SENIOR PROGRAMMER	$750	$121.88
PROGRAMMER ANALYST	$650	$105.63
DOCUMENT TESTER/REMEDIATOR	$575	$93.44
ADMINISTRATIVE	$450	$73.13

NOTE: NETCENTRIC UNDESTANDS THAT ALL TRAVEL EXPENSES IF APPROVED IN ADVANCE WILL BE PAID ACCORDING TO APPLICABLE STATE GUIDELINES

EXHIBIT C CONTRACT VA-080612-NETC

MAINTENANCE SERVICES

NetCentric will provide Support and Maintenance Services to Authorized Users under support during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor. Software releases and Emergency Bug Fixes (EBFs) are installed by the user and no travel by NetCentric personnel is necessary.

Maintenance Services include the following:

1. Known Defects

- When a software issue is reported either by a NetCentric customer, or as a result of NetCentric's testing, the severity of issue is categorized by a NetCentric's customer support specialist, as described below:

Severity	Description
1 – Critical	Critical failure which results in the inability to operate the software or a major functional component of such software either directly or via work-around
2 – Major	Failure of major functional component of the software for which a temporary work-around may be employed, but which significantly reduces the overall efficiency or functionality of the software
3 – Intermediate	A functional failure of a non-critical component of the software for which a work-around is available and which does not significantly reduce the overall efficiency or functionality of the software
4 – Minor	A functional failure of a non-critical functional or cosmetic component of the software, which does not reduce the overall efficiency or functionality of such software.
5- Not a software problem	A misunderstanding of the software functionality or some other issue unrelated to the software

- Depending on the severity of an issue, NetCentric's Product Development will provide a resolution within the Estimated Resolution Times and will deliver the software to all customers under support via the delivery mechanism identified below.

Severity	Est. Resolution Time (Business Days)	Delivery Mechanism
1 – Critical	5	Emergency Bug Fix (EBF)
2 – Major	10	Emergency Bug Fix (EBF)
3 - Intermediate	N/A	Next minor or major release
4 – Minor	N/A	A future minor or major release
5- Not a software problem	N/A	N/A

2. New Releases

- Major releases are typically issued once a year. They incorporate all the bug fixes implemented to date as well as any software enhancements.
- Minor releases are created at the discretion of Product Development to incorporate a number of Emergency Bug Fixes and minor enhancements.
- Emergency Bug Fixes (EBFs) are made available to all customers under support as soon as they are released.

3. Coverage

Monday through Friday, 9 a.m. to 5 p.m., excluding Commonwealth holidays.

4. Service Levels

The Estimated Resolution Times for issues reported by Authorized Users of the Software, as well as the Delivery Mechanisms, are described in the “Known Defects” section above.

E. Escalation Procedures

- The Escalation Procedure will be triggered for a given incident as a result of one of the following:

- **Customer Triggered:** The customer urgently needs to communicate the business impact to a NetCentric Support Manager as a result of a critical issue, or the customer is unsatisfied with the response or resolution to an issue.
- **Automatic:** The service level targets have not been met for a given customer issue.

- Once the Support Escalation Procedure is triggered, a Support Manager will be notified.
- The Support Manager will assign an Escalation Owner within 0.5 hour of the Escalation Procedure being triggered. The Escalation Owner is a manager who will work with the Support Specialist and the customer to develop an action plan to allocate appropriate resources to address the incident.
- The Escalation Owner will make every effort to contact the customer within 0.5 hour of being assigned the support incident.
- The Escalation Owner will provide regular updates to the customer until the issue is resolved.

EXHIBIT D – STATEMENT OF WORK TEMPLATE

EXHIBIT D
CONTRACT NUMBER VA-080612-NETC
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
NETCENTRIC TECHNOLOGIES, INC.

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-080612-NETC ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Supplier ("Supplier").

In the event of any discrepancy between this Exhibit D and Contract No. VA-080612-NETC, the provisions of Contract No. VA-080612-NETC shall control.

[Note: Instructions for using this template to draft a Statement of Work are in gray. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project. Text that is highlighted in green is deemed non-negotiable and may not be modified by the Authorized User without VITA's consent.]

[Authorized User should delete the title "Exhibit D – Statement of Work Template" prior to issuing this SOW.]

STATEMENT OF WORK

This Statement of Work is issued by Authorized User, hereinafter referred to as "Authorized User". The objective of the project described in this Statement of Work is for the Supplier to provide the Authorized User with [describe the services] services ("Services").

1. PROJECT SCOPE AND REQUIREMENTS

Provide information on the scope of the project and the Authorized User's requirements for this particular engagement including:

i). [For SOWs issued under an Advanced IT Resources contract, Authorized User MUST include:] Approved IT Agency Procurement Request (APR) number

ii). Project Name

iii). general description of the Services

iv). project boundaries

v). Authorized User-specific requirements

vi). special considerations for implementing technology at Authorized User's location(s)

vii). other characteristics of this project that must be addressed to insure the success of the engagement

2. ADDITIONAL CONTRACT SERVICES TO SUPPORT THE REQUIREMENTS

A. Training and Knowledge Transfer

Provide an overview of training services to be provided to the Authorized User and any special requirements for specific knowledge transfer to support the Authorized User's successful utilization of Service Deliverables.

B. Support

Document the level of support, as available under the Contract, required by the Authorized User to utilize the Service Deliverables. This may include conversion support, legacy system integration, transition assistance, or other specialized consulting.

3. PROJECT EVENTS AND TASKS

Provide a high-level overview of project events and tasks to be accomplished to perform the required Services.

4. PERIOD OF PERFORMANCE

The period of performance for Services shall be [start date] to [end date] and may be extended, pursuant to and unless otherwise specified in the Contract.

5. PLACE OF PERFORMANCE

Tasks associated with this engagement will be performed at the Authorized User's location(s) in _____, Virginia, at Supplier's location(s) in Wherever, or other locations as required by the effort.

6. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Deliverable	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Draft of requirements	Requirements draft	Execution + 20 days			
Final documentation of requirements	Final requirements document	Execution + 20 days	---	---	---
Training	Training manual	Execution + 30 days			
Customer training	---	Execution + 30 days			
Project completion	Final report	Execution + 45 days			

The total price for Services shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Services, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount plus the total amount retained by the Authorized User.

Required Deliverables are as follows: [Provide a description of all Deliverables for this engagement.]

i). Site survey report:

ii). Requirements draft

iii). Final requirements document

iv). Training manual

In addition, Supplier will provide copies of any briefing materials, presentations, or other information developed to support this engagement.

Any inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the execution of this Statement of Work shall be deemed Work Product. Configuration of software shall not be deemed Work Product. All provisions of the Contract regarding Work Product shall apply to this Statement of Work.

If travel expenses are not included in the fixed price of the Services, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/procedures/adminservices/capp/pdfdocs/20335.pdf).

7. TESTING AND ACCEPTANCE

A. User Acceptance Test Plan

Acceptance Criteria for Deliverables will be based on the Requirements set forth in Contract Exhibit A and Section 1 of this Statement of Work. Supplier shall design a written User Acceptance Test (UAT) Plan, acceptable to the Authorized User, which will ensure that all of the functionality required for the Deliverables been delivered. Supplier will provide the Authorized User with a detailed Acceptance check-list based on the Requirements. The UAT Plan, including the Acceptance check-list, will be incorporated as Attachment 1 to this Exhibit D-X.

B. Review / Testing of Deliverables

Following delivery / performance / completion of each Deliverable, on-site review/testing shall be conducted in accordance with the Acceptance test provisions of the Contract and the UAT Plan. The Authorized User shall provide Supplier with reasonable access to its premises, proper environmental and site conditions, any required test data in proper format, and the cooperation of its staff and any other contractors to assist Supplier during testing of the Deliverable.

C. Deliverable Acceptance Receipt

Each Deliverable provided by Supplier under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This document will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the Deliverable is accepted, rejected, or partially accepted. For partially accepted Deliverables, the Authorized User's Project Manager shall list on the Deliverable Acceptance Receipt any deficiencies that must be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have five (5) days, or such longer period as mutually agreed to by the Supplier and the Authorized User in advance, from the completion of review/testing to provide Supplier with the signed Acceptance Receipt. If no material variances from the Requirements are identified within such time period, the Deliverable shall be deemed accepted by the Authorized User.

D. Correction of Defects

Correction of defects and Cure Period shall be in accordance with the applicable provisions of the Contract. Supplier shall not be required to correct minor imperfections or defects that do not materially impair the operation or quality of the Deliverable.

8. ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

This section contains assumptions specific to this engagement.

State assumptions here.

The following roles and responsibilities have been defined for this engagement:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User

Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√

9. SECURITY REQUIREMENTS

Provide (or reference as an Attachment) Authorized User's security requirements. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

At a minimum, Supplier shall adhere to all of VITA's standard security requirements.

10. PERSONNEL [THIS SECTION IS OPTIONAL]

A. Key Personnel

Supplier acknowledges and agrees that Authorized User selected Supplier, and is entering into this Statement of Work, because of the special qualifications of certain of Supplier's personnel ("Key Personnel") identified below.

[Insert names and titles or Key Personnel]

Supplier's Key Personnel shall not delegate performance of their powers and responsibilities with respect to this SOW to another Supplier employee(s) without the prior written consent of the Authorized User. Further, Supplier shall not re-assign or transfer the Key Personnel to other duties or positions such that the Key Personnel are no longer available to provide the Authorized User with their expertise, experience, judgment, and personal attention, without the Authorized User's prior written consent to such re-assignment or transfer, which Authorized User shall not unreasonably withhold. Notwithstanding the foregoing, Supplier may replace Key Personnel without Authorized User's consent in the event any Key Personnel are no longer available due to death, illness or termination of employment with Supplier.

In the event Supplier requests that the Authorized User approve a re-assignment or transfer of the Key Personnel, or if Supplier must replace Key Personnel due to death, illness or termination of employment with the Supplier, the Authorized User shall have the right to review the qualifications of and approve or disapprove the proposed replacement(s) for the Key Personnel. Any such replacement shall have substantially equivalent or better qualifications than the Key Personnel being replaced, and shall perform the Services in accordance with the warranties set forth in the Contract. Any replacement personnel approved by Authorized User shall thereafter be deemed a Key Personnel for purposes of this SOW and this SOW shall be deemed amended to include such Key Personnel.

[Use only for time and materials SOWs] Supplier shall not charge Authorized User and Authorized User shall not pay for any proposed replacement Key Personnel while such replacement acquires the necessary skills and project knowledge to proceed with the Services required hereunder; however, such period of non-charge may not exceed twenty-eight (28) calendar days, but shall last for a minimum of fourteen (14) calendar days, after which time Authorized User shall pay for such Key Personnel if Supplier demonstrates to Authorized User's satisfaction that such replacement has acquired the necessary skills and project knowledge to proceed with the Services required hereunder.

B. Project Manager

Supplier shall designate one of the Key Personnel as Project Manager for providing the Services to the Authorized User. The Project Manager shall be familiar with Authorized User's business operations and objectives, and shall perform the Services in accordance with the warranties set forth in the Contract. The Project Manager will participate with Authorized User in periodic review sessions and will provide, at the Authorized User's request, detailed progress reports that identify completed tasks and the status of the remaining Services.

11. RISK MANAGEMENT

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the Authorized User, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

i). Identification of risk factors.

ii). Initial risk assessment.

iii). Risk management/mitigation plan, including determination of roles and responsibilities of the Authorized User and Supplier.

iv). Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

12. REPORTING

The following are examples of reporting requirements which may be included in the Statement of Work by the Authorized User. [Note: In an effort to help VITA monitor Supplier performance, it is strongly recommended that the Statement of Work include "Supplier Performance Assessments". These assessments may be performed at the discretion of the Authorized User and are not mandated by VITA.]

Weekly/Bi-weekly Status Update. The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

Supplier Performance Self-Assessment. Within thirty (30) days of execution of the Statement of Work, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

Supplier Performance Assessments. The Authorized User may develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

13. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

This Statement of Work is issued pursuant to and, upon execution, shall become an incorporated exhibit to the Contract. In the event of conflict, the following order of precedence shall apply:

i). The Contract

ii). This Exhibit D

iii). The User Acceptance Test Plan

By signing below, both parties agree to the terms of this Exhibit.

Supplier	Authorized User
By: _____	By: _____
(Signature)	(Signature)
Name: _____	Name: _____
(Print)	(Print)
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT F
CONTRACT VA-080612-NETC
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature: _____

Printed Name: MONIR ELRAYES

Organization: NETCENTRIC TECHNOLOGIES INC.

Date: July 2, 2008