Commonwealth of Virginia
Virginia Information Technologies Agency

ELECTRONIC MEDIA/VIDEOCONFERENCING EQUIPMENT

Optional Use Contract

Date:	May 25, 2005
Contract #:	VA-020501-AGLT
Authorized User:	State Agencies, Institutions and Public Bodies as defined in the Virginia Public Procurement Act (VPPA)
Contractor:	Applied Global Technologies 4125 Lafayette Center Drive Suite 200 Chantilly, VA 20151
FIN:	58-2060439
Contact Person:	Steve Parrish 678-594-4401 770-331-0652 (cell) 770-427-6688 (fax) stevep@appliedglobal.com
Contract Catalogs:	www.appliedglobal.com
Term:	June 7, 2005 – December 6, 2005
Payment:	Net 30 days
Delivery:	30 days ARO

For Additional Information, Please Contact:

Contract Compliance/Technical Information:
Joe Parr
Phone: 804-371-5991
E-Mail: joe.parr@vita.virginia.gov

Doug Leslie
Phone: 804-371-5213
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-371-5969

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

Prior review and approval by the **VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)** for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-020501-AGLT

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To update vendor address and contact information	2/25/03
2	To update VITA information	7/1/03
3	To update vendor contact information	9/8/03
4	To change title of extract for clarity	1/8/04
5	To update vendor contact information	5/20/04
6	Contact Extension & change DIT to VITA	6/7/04
7	Updates VITA contact information	4/21/05
8	Renewed for 6 months	6/7/05

MODIFICATION #2
TO
CONTRACT NUMBER VA-050912-AGLT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
APPLIED GLOBAL TECHNOLOGIES

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Applied Global Technologies, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-050912-AGLT (the Agreement), as modified.

The purpose of this Modification #2 is to make the following change to the Agreement:

Both parties agree to the following:

All references to Codian products have been removed from the Contract. Exhibits A and B have been modified to remove Codian products.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050912-AGLT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

APPLIED GLOBAL TECHNOLGIES	COMMONWEALTH OF VIRGINIA
BY:	BY: Doug Crenshaw
NAME: HARRY V. ERICSON	NAME: Doug Crenshaw Strategic Sourcing Manager
TITLE: CFO	TITLE:
DATE: 11/2/05	DATE: 11/2/05

MODIFICATION #1
TO
CONTRACT NUMBER VA-050912-AGLT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
APPLIED GLOBAL TECHNOLOGIES

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Applied Global Technologies, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-050912-AGLT (the Agreement), as modified.

The purpose of this Modification #1 is to make the following change to the Agreement:

Both parties agree to the following:

All references to Tandberg products have been removed from the Contract. Exhibits A and B have been modified to remove Tandberg products.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050912-AGLT and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

APPLIED GLOBAL TECHNOLGIES	COMMONWEALTH OF VIRGINIA
BY: Henry V. E	BY: Day Crenshaw
NAME: HENRY V. ERICSON	NAME: Day Crenshaw
TITLE: CFO	TITLE: Strategic Sourcing Manager
DATE: 9/22/05	DATE: 10/3/05

MASTER PRODUCT AND MAINTENANCE CONTRACT
TABLE OF CONTENTS

1. PURPOSE **3**
2. DEFINITIONS **3**
- **A. Acceptance** **3**
- **B. Authorized User** **3**
- **C. Confidential Information** **3**
- **D. Product** **3**
- **E. Receipt (of Product)** **3**
- **F. Requirements** **3**
- **G. Service** **4**
- **H. System Software** **4**
- **I. Supplier** **4**
- **J. Supplier's Proposal** **4**
- **K. VITA** **4**
- **L. Warranty Period** **4**

3. TERM AND TERMINATION **4**
4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE **4**
- **A. Orders** **4**
- **B. Delivery Procedure** **5**
- **C. Late Delivery** **5**
- **D. Purchase Price and Price Protection** **5**
- **E. Purchase Payment Terms** **6**
- **F. Invoice Procedure** **6**
- **G. Product Installation** **6**
- **H. Product and/or Service Acceptance Criteria** **7**
- **I. Product Discontinuation** **7**
- **J. Supplier's Report of Sales and Industrial Funding Adjustment** **7**

5. PRODUCT SUPPORT **8**
- **A. VITA or Third Party Support** **8**
  - 1. Documentation and Support Availability 8
  - 2. Timeliness and Price 8
- **B. Engineering Changes and Product Modification** **8**
- **C. Training** **8**
- **D. Parts and Maintenance Support** **9**

6. WARRANTY AND REMEDY **9**
- **A. Supplier** **9**
- **B. Ownership** **9**
- **C. Supplier Viability** **9**
- **D. Compatibility** **9**
- **E. Product** **9**
- **F. Warranty Services** **10**

7. SCOPE OF USE **11**
8. SOFTWARE LICENSE **11**
- **A. License Grant** **11**
- **B. Limitations on Copying and Disclosure** **11**
- **C. Business Continuity and Recovery** **11**

9. COMPETITIVE PRICING **12**
10. CONFIDENTIALITY **12**
- **A. Treatment and Protection** **12**

B. Exclusions **12**
C. Return or Destruction **12**
11. LIABILITY AND INDEMNIFICATION **12**
12. SECURITY COMPLIANCE **13**
13. BANKRUPTCY **13**
14. GENERAL **14**
A. Relationship Between VITA and Supplier **14**
B. Incorporated Contractual Provisions **14**
C. Governing Law **14**
D. Dispute Resolution **14**
E. Advertising and Use of Proprietary Marks **15**
F. Notices **15**
G. No Waiver **15**
H. Assignment **15**
I. Captions **15**
J. Severability **15**
K. Survival **15**
L. Force Majeure **15**
M. Remedies **15**
N. Right to Audit **16**
O. Contract Administration **16**
P. Entire Contract **16**
1. This document 16
2. Suppliers Cost Proposal 16
3. Suppliers Technical Proposal 16
4. Request for Proposal 2005-027 16

MASTER PRODUCT
AND MAINTENANCE CONTRACT

THIS MASTER PRODUCT AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Applied Global Technologies ("Supplier") to be effective as of _____, 2005 ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

1. PURPOSE

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

2. DEFINITIONS

A. Acceptance

Acceptance shall take the form of

successful delivery to the designated ship to location (Receipt) [for delivery only orders].

completed acceptance testing in conformance with the Requirements as determined by VITA or Authorized User in the applicable order. If acceptance testing has not been completed within 30 days of installation or documented Receipt of the products, the products and/or services ordered will be deemed accepted [for orders that include installation and/or integrator services].

B. Authorized User

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

C. Confidential Information

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

D. Product

Product, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit A provided pursuant to this Contract.

E. Receipt (of Product)

An Authorized User or its Agent has physically received the Product at the correct ship to location.

F. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

G. Service
Any Product related services provided, by Supplier under this Contract, including certain maintenance services for the Product in accordance with the terms of the Maintenance Terms included In Exhibit D.

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

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

J. Supplier's Proposal
Proposal submitted by Supplier and accepted by VITA, attached hereto part of Exhibit A.

K. 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.

L. Warranty Period
The time period following acceptance, as specified in the order for each Product.

3. TERM AND TERMINATION

This Contract shall become effective on the date set forth above, upon execution by VITA and Supplier. Equipment designated for Service by Supplier as listed in Exhibit A of this Contract will continue under contract for two (2) years. Thereafter, this Contract may be renewed for three (3) subsequent twelve-(12) month periods should VITA elect.

VITA may terminate this Contract, in whole or in part, with respect to the purchase of Product upon not less than forty-five 45 days prior written notice at any time for any reason. Except for month to month service, VITA may terminate a Maintenance Contract upon written notice to Supplier prior to each anniversary date of a Maintenance Contract as provided therein. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Product delivered by Supplier prior to the termination date.

4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE

A. Orders
Supplier is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's total electronic procurement solution. 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:

ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed $5,000, or the then-current charge card limit.

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

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

B. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. The delivery schedule shall be established by individual order, but shall not exceed 30 days after receipt of order (ARO) by the Supplier unless agreed to by both parties and set forth in the individual order. Supplier shall bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User and shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title shall pass upon such Acceptance.

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

C. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the effective date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, With the exception of equipment that is on back order from an OEM or distributor, supplier agrees to credit the Authorized User an amount equal to two percent (2%) of the total purchase price, for each day of undelivered or unoperational Product for a period of ten (10) days following the agreed upon delivery date. If the delay lasts longer than ten (10) days, the Authorized User may immediately cancel the order and collect as late delivery damages ten percent (10%), and the Authorized User reserves any and all other remedies available at law or in equity. Any credit due the Authorized User will be applied to the next periodic invoice.

In the event the Supplier fails for any reason to deliver within (60) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the Parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User 's notice of breach.

D. Purchase Price and Price Protection

Exhibit B sets forth the price by Product type (including whole units and repairable major components thereof) and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the effective date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers, All Cities Average, 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. Supplier shall

demonstrate the added value for any requested price increase. Any 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. Semi-annually the prices for Product shall be checked against the IDC Smart Index, or other applicable industry index, and the prices in Exhibit B shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier will pay any subscription costs associated with the index applicable. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

E. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges older than ninety (90) days may not be paid.

In the event Product 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. All payment terms are net 30 days after Acceptance.

F. Invoice Procedure

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Products or Services have been accepted. Payment for Software support Services shall be annually unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in Exhibit B or the executed order referencing this Contract. 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). Product or Service type and description

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

iii). Applicable order date

iv). This Contract number and the applicable order number

v). Supplier's federal Employer Identification Number (EIN).

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY, OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY, CITY, OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.

G. Product Installation

All quotes for hardware submitted by the contractor shall include a separately priced line item for installation services. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

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

H. Product and/or Service Acceptance Criteria

Product shall be accepted when the ordering Authorized User determines that it successfully operates in accordance with the Requirements, but not longer than 30 days from Receipt/installation. Such Authorized User agrees to commence acceptance testing within a reasonable time period after receipt or installation of the Product or within such other time period mutually agreed upon by the Parties. Service shall be accepted when the Authorized User determines that the Services have been provided in accordance with the Requirements, but not longer than the time specified for the completion of service, as specified in the Order, or thirty (30) days from receipt, whichever is longer. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

I. Product Discontinuation

During the term of this Contract, if any Product listed on Exhibit A is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than three (3) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

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

The Supplier shall submit the "Supplier Monthly Report of Sales" which is available online at: (URL to be provided at later date). The report shall be submitted in electronic form via electronic mail to the VITA Contract Administrator and the VITA Controller (email addresses to be provided upon award), by the 10th day of every month, reporting all invoices paid by VITA for the preceding month. The report shall also show a cumulative record of all sales which shall carry forward for the duration of the Contract. The Supplier Monthly Report of Sales template (in MS Excel format) indicated at the link above is required to be used by the Supplier and provided to VITA.

The "Supplier Monthly Report of Sales" is a detailed record that is prepared from actual invoices submitted to and paid by the Authorized User pursuant to this Contract. Data submitted shall include Name of Project, Supplier's tax identification number, invoice date, invoice number, order number, name of requesting entity, User name and telephone number, amount billed for services performed for previous month, and IT service category.

The Supplier shall submit Industrial Funding Adjustment payment at the same time as submitting the "Supplier Monthly Report of Sales" in the form of a check or electronic funds disbursement made payable to the Controller of VITA, based on 2% of total sales under this Contract. Supplier shall include this Contract number, "report amounts" and "report period" with all Industrial Funding Adjustment payments. Supplier shall remit Industrial Funding Adjustment payments made via check to: VITA, ATTN: Controller; 110 South 7th Street, 3rd Floor; Richmond, VA 23219-3931. Failure to comply with reporting and payment requirements of this section shall result in default of Contract.

5. PRODUCT SUPPORT

A. VITA or Third Party Support

1. Documentation and Support Availability

In the event VITA elects to discontinue the Maintenance Contract, Exhibit D. Supplier shall provide all the necessary user and installation documentation reasonably required to enable any Authorized User obtain support and maintenance services from a third-party

In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit B, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

2. Timeliness and Price

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

B. Engineering Changes and Product Modification

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

C. Training

The contractor shall provide end user orientation on all newly installed systems. This training usually occurs in conjunction with completion of Test and Acceptance.

Training highlights include:

- Powering-up and shutting down the system
- Identification and operation of the system components
- Demonstration of the system features
- Initiating a conference
- Answering a video call
- Terminating a session
- Entering site information into the dialing directory
- Basic Trouble shooting (check cables, power, connections,etc)
- Calling in a Trouble Ticket to the Help Desk

Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Any available optional training, and applicable pricing and discounts, are described in Exhibit B.

D. Parts and Maintenance Support

Supplier agrees to make available new/like new spare parts and complete maintenance for each Product type ordered by an Authorized User, for five (5) years from the date of shipment of the last unit of any given Product type. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Commonwealth,

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

6. WARRANTY AND REMEDY

A. Supplier

Supplier shall perform its warranty and maintenance obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

C. Supplier Viability

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

D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than two (2) years.

E. Product

Supplier warrants the following with respect to the Product:

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

ii). The Product shall be free of defects in material, design and workmanship;

iii). Upon delivery, the Product shall be new and in good operating condition and shall have all released engineering changes released to date already installed;

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

v). Any engineering changes made to the Product or System Software revisions shall not degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and Supplier's published specifications;

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

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

F. Warranty Services

Supplier shall provide the following services during the warranty period (including unlimited telephonic support and all necessary travel and labor) without additional charge to maintain the Product in accordance with the Requirements:

i). Supplier shall at a minimum provide one-year return to manufacturer warranty on all proposed equipment.

ii). Supplier shall promptly notify all Authorized Users of any defects or malfunctions in the Product or documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within ten (10) business days of knowledge of such defect or malfunction and provide all Authorized Users with corrections of same, at no additional cost. In the event that any Authorized User identifies, within such Warranty Period, any design defect or non-conformance to the Requirements, Supplier, at Supplier's sole expense, shall provide all parts, components and services required to correct the design defect and restore such item or shall replace it, so that it functions as warranted. If Supplier is unable to make the failed Product conform within forty-five (45) days following notification by such Authorized User, Supplier shall, at the Authorized User's request, accept return of such Product(s), and return all monies paid for the failed units. Service provided by Supplier to correct the design defect shall be on-site/remote. Supplier shall be solely responsible for the shipping cost to return any Product to Supplier.

iii). Make available to all Authorized Users, no later than the first day of general release, copies of the System Software and documentation revised to reflect any enhancements (including new releases and upgrades) to the System Software.

iv). If Product is non-operational at the time of installation or fails within the initial thirty (30) days of operation, Supplier shall replace such item within ten (10) days of notification of such fact by the ordering Authorized User. Any replacement Product shall become the sole property of such Authorized User and any defective Product shall become the sole property of Supplier. Supplier shall be solely responsible for the shipping cost to return Product to Supplier.

v). For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as standard commercial practices. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within forty-five (45) days, the Authorized User may, at its

option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

vi). Supplier shall provide an option to upgrade to an on-site warranty on all proposed equipment. The on-site warranty upgrade must include four (4) hour response time during normal business hours (8:00 a.m. to 5:00 p.m.) and next business day parts replacement.

vii). Resolve all problems according to the following:

a). Priority 1 (System Down) within twenty-four (24) hours

b). Priority 2 Certain Processing interrupted or malfunctioning but system able to process) within forty-eight (48) hours

c). Priority 3 (minor intermittent malfunctioning, system able to process data) within four (4) days.

The level of severity (e.g., critical, significant, other), shall be defined by Authorized User identifying the problem with the Product.

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

7. SCOPE OF USE

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

8. SOFTWARE LICENSE

A. License Grant

Supplier hereby grants to each Authorized User a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use System Software for each Product. Each license granted under this Contract authorizes such Authorized User to use Supplier licensed programs in machine readable form on any system without limitation. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Authorized User. In the event Supplier is remarketing a commercially available software program, Supplier shall pass through the provision of the original vendor's license which shall apply in lieu of the foregoing terms and conditions. Each license granted under this Section authorizes the Authorized User to use the licensed programs in machine readable form on any system without limitation.

B. Limitations on Copying and Disclosure

An Authorized User may make a reasonable number of backup copies of the System Software. Such Authorized User agrees that any copies of the software or documentation which it makes pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, the Authorized User shall not distribute same to any third-party without Supplier's prior written consent.

C. Business Continuity and Recovery

In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood

or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

9. COMPETITIVE PRICING

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any 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 US 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.

10. CONFIDENTIALITY

A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not to 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 a non-disclosure Contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

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

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

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

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

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

C. Return or Destruction

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

11. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages,

fines, 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 Authorized User'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 or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Product or Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

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

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH 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.

12. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its 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 VITA, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

13. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. 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 VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

14. GENERAL

A. Relationship Between VITA and Supplier

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA, and VITA shall have no 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 VITA is not 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, shall be reimbursed by Supplier upon demand by VITA.

B. Incorporated Contractual Provisions

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_04-05sw.pdf.

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 VITA 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. VITA 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 purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency 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 VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, 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 any Authorized User's name or refer to any Authorized User , directly or indirectly, in any press release or formal advertisement without receiving prior written consent of Such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the 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 U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party 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 each party hereto. 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 the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be 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. The Parties 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, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

L. Force Majeure

Neither 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.

M. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves 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 Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from 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.

O. Contract Administration

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

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:

Exhibit A	Offeror’s proposal, Section 5
Exhibit B	Pricing
Exhibit C	Procedures Manual
Exhibit D	Maintenance Agreement

This Contract, its Exhibits, and any prior NDA constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. 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 precedents shall apply:

1. **This document**
2. **Suppliers Cost Proposal**
3. **Suppliers Technical Proposal**
4. **Request for Proposal 2005-027**

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier

By: _____
(Signature)

Name: HENRY V. ERICSON
(Print)

Its: CFO

Date: 9/22/05

VITA

By: _____
(Signature)

Name: Doug Crenshaw
(Print)

Its: Strategic Sourcing Manager

Date: 9/23/05

Address for Notice:

5575 S US 1
ROCKLEDGE, FL 32955

Attention: CFO

Address for Notice:

Attention: Contract Administrator

Applied Global Technologies®
AGT

Headquarters
5575 South U.S. 1
Rockledge, FL
32955

June 13, 2005

Mr. Doug Crenshaw
Virginia Information Technologies Agency
110 S. 7th Street
1st Floor
Richmond, VA 23219

Dear Doug:

Enclosed please find the signature pages of the VITA contract. We appreciate the opportunity to continue to serve the Commonwealth of VA.

Sincerely,

Harry V. Ericson
CFO
Applied Global Technologies

321.638.2007
321.690.2211 fax
321.631.3797 video ISDN
www.appliedglobal.com

EXHIBIT A
CONTRACT NUMBER VA-050912-AGLT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Appled Global Technologies

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-050912-AGLT("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Applied Global Technologies("AGLT One" or "Contractor"). In the event of any discrepancy between this Exhibit A and Contract No. VA-050912-AGLT, the provisions of Contract No. VA-050912-AGLT shall control.

The acceptable codes for Column A are as follows:

Y = "Yes" - You can fully meet the requirement as documented. Include documentation showing how you will fulfill the requirement, including any alliances with other suppliers. Indicate in Column B a description or if necessary, cross-reference to the appropriate section of your proposal.

F = "Yes, Future" - You will be able to fully meet this requirement for VITA in the near future. Provide a proposed start date and cross-reference any attached documentation in Column B.

N = "No" - You cannot meet the requirement and you have no plans at the present time to be in the position to meet this need.

In a few instances, we have posed some open-ended questions in situations where the answer will not be a yes or no. Please provide adequate information to allow VITA to properly evaluate your proposal.

Audio Visual Products:

It is the intention of the Commonwealth to have Offerors propose a discount percentage (either by complete catalog or categories within a catalog) to current catalog prices listed on a referenced, publicly available price list or a discount from a publicly available manufacturer's suggested retail price for audio visual equipment, accessories, components, multimedia furniture, warranty, and maintenance for the products. In addition, Offerors should propose solutions for full installation / integrator services of that equipment so Authorized Users may have one source for their complete audio visual needs.

The Offeror shall list the manufacturer(s) and provide their current catalog(s) for audio visual equipment and accessories it is proposing for this RFP. A Price Schedule must be completed for each manufacturer reflecting discount information. The catalogs and price lists shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms and conditions contained in the catalogs or price lists or future versions of these documents shall have no effect in any contract awarded by the Commonwealth of Virginia as a result of this RFP. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the contractor stated in this RFP, nor shall it be deemed to impose any obligation on the Commonwealth.

The Offeror must be able to provide all products and services proposed to all locations throughout the Commonwealth of Virginia.

A.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can your firm provide audio visual products,	Y	See attached catalogs

	accessories, multimedia furniture, and components? If so, which manufacturer's product lines? Which products from each product line?		
2.	If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones?	Y	See attached catalogs-All products
3.	Does your firm have a formal relationship with the manufacturers of the products you have proposed?	Y	
4.	If you responded yes to question 3, does this relationship provide for statewide sales and service for the products contained in the manufacturers catalog?	Y	
5.	Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia?	Y	
6.	If you responded yes to question 5, can you provide three references we can contact at these locations / installations? If yes, please attach the company name, address, contact person, and phone number for each location.	Y	See Document A6 A/V References

Video Conferencing Equipment:

It is the intention of the Commonwealth to have Offerors propose a discount percentage (either by complete catalog or categories within a catalog) to current catalog prices listed on a referenced, publicly available price list or a discount from a publicly available manufacturer's suggested retail price for video conferencing equipment, auxiliary equipment, installation, maintenance and warranty of that equipment and all components available for the video equipment itself.

The access platforms at Authorized Users sites include but are not limited to: ISDN, IP, ATM, LAN/WAN, partial and full T-1, and DSL. Offerors should include any cards, interfaces, "black boxes", ancillary equipment, cables, etc., customarily used for the network access options cited and "turnkey" integrator services, so video equipment purchased will communicate over the Commonwealth ATM backbone with other Commonwealth video Authorized Users, as well as, video users off the state's network in their proposal.

The Offeror must provide the complete line of videoconferencing manufacturers' products and video bridge manufacturers' products, including but not limited to, hardware necessary to configure desktop, set-top, executive/personal, roll-about, telemedicine, field communication and video bridge / Multipoint Control Unit (MCU) systems. In addition, the Offeror must provide full video conferencing product installation and integrator services.

In accommodating the specific Authorized User needs for auxiliary hardware to make the video conferencing equipment and video bridges operationally complete, the Offeror must also provide a full line of available products from auxiliary equipment manufacturers. These manufacturers may or may not be the same as the video conferencing and video bridge equipment.

Minimum equipment specifications are listed in Appendix A. The Offeror shall list the manufacturer(s) and provide their current catalog(s) for videoconferencing equipment it is

proposing for this RFP. A Price Schedule must be completed for each manufacturer reflecting discount information. The catalogs and price lists shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms and conditions contained in the catalogs or price lists or future versions of these documents shall have no effect in any contract awarded by the Commonwealth of Virginia as a result of this RFP. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the contractor stated in this RFP, nor shall it be deemed to impose any obligation on the Commonwealth.

The Offeror must be able to provide all products and services proposed to all locations throughout the Commonwealth of Virginia.

B.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can your firm provide video conferencing and auxiliary equipment? If so, which manufacturer's product lines? Which products from each product line?	Y	See attached catalogs
2.	If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones?	Y	See attached catalogs
3.	Does your firm have a formal relationship with the manufacturers of the products you have proposed?	Y	
4.	If you responded yes to question 3, does this relationship provide for statewide sales and service for the products contained in the manufacturers catalog?	Y	
5.	Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia?	Y	
6.	If you responded yes to question 5, can you provide three references we can contact at these locations / installations? If yes, please attach the company name, address, contact person, and phone number for each location.	Y	Please see references on pages 26-30
7.	Identify the PC Based USB Systems from your catalog(s) that meet the minimum requirements for PC Based USB Systems listed in Appendix A.		Polycom PVX
8.	Identify the Set-top Video conferencing Systems from your catalog(s) that meet the minimum requirements for Set-top Videoconferencing systems listed in Appendix A.		Polycom VSX6000 Polycom VSX7000/7400/7800 Polycom VSX8000/8400/8800 Sony PCS-11 Sony PCS-1

9.	Identify the Executive / Personal Video conferencing Systems from your catalog(s) that meet the minimum requirements for Executive / Personal Videoconferencing Systems listed in Appendix A.		Polycom VSX3000 Polycom V500 PCS-TL50
10.	Identify the Roll-about Video conferencing Systems from your catalog(s) that meet the minimum requirements for Roll-about Video conferencing Systems listed in Appendix A.		Polycom VSX7000/7400/7800 with Media Center Polycom VSX8000/8400/8800 with Media Center
11.	Identify the Telemedicine Video conferencing Systems from your catalog(s) that meet the minimum requirements for Telemedicine Video conferencing Systems listed in Appendix A.		Polycom Practitioner
12.	Identify the Field Communications Systems from your catalog(s) that meet the minimum requirements for Field Communication Systems listed in Appendix A.		Polycom Flyaway-VSX8000 AGT First Responder
13.	Identify the Video Bridges (MCU) Systems from your catalog(s) that meet the minimum requirements for Video Bridges (MCU) Systems listed in Appendix A.		Polycom ReadiSeries 100 Polycom MGC25/50/100
14.	Identify and describe the Central Software Management and Scheduling Systems from your catalog(s) that meet the minimum requirements for Central Software Management and Scheduling Systems listed in Appendix A.		Polycom GMS Polycom Pathnavigator Polycom PCS

Account Representative:

The Commonwealth requires an Account Representative be named as a single point of contact for ordering, billing, and problem resolution. The Commonwealth requires the Contractor to provide a toll free (800, etc.) phone number in order to facilitate contacting the Account Representative.

C.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can you provide a single point of contact to be named as Account Representative if awarded a contract?	Y	
2.	If you responded yes to question 1, can you provide a toll free phone number?	Y	

eVA Implementation Requirements:

Should your firm be selected to provide products and services, you will be asked to offer all products and services which your firm offers in that category, in an eVA catalog. Include your current eVA implementation readiness, time needed to complete implementation, requirements, anticipated delays, and overall proposed plan.

D.	Requirements	A Y, F, or N	B Comments / Description
1.	Do you currently have a catalog on eVA? If so, for what products/services? Are you currently doing any other business on eVA?	Y	Videoconferecing/Audio-Visual/Web-conferencing/Installation and intergration
2.	If you are already doing business on eVA, please provide up to five examples of your success and timeliness of implementing on eVA.		Lord Fairfax Community College Virginia Community College HQ Department of Social Services Virginia Western Community College Northern Virginia Community College
3.	Are there any restrictions that will hinder your ability to successfully implement on eVA?	N	
4.	Provide an in-depth and clear implementation plan if you were to be awarded a contract.		We have an order management division that is dedicated and responsible for processing and entry of information into the EVA system
5.	What is your anticipated time required to post a catalog or punch-out catalog on eVA after contract award? Provide detailed explanation. How would you minimize the time to complete implementation?		Anticipated time to post a catalog will be 15 days. Time will be minimized since our catalogs exist on EVA now and it will involve simply updating the information.

Future Technology Requirements:

The Commonwealth requires that Technology refresh of products offered and pricing changes are communicated and made available to Authorized Users. Communication is required to be made to the contract officer. Include your anticipated schedule of technology refresh and methods of communicating such changes.

E.	Requirements	A Y, F, or N	B Comments / Description
1.	Can you assure that both technology refresh of products offered and pricing changes are completed in a timely manner as well as being communicated via revised eVA catalogs?	Y	
2.	Include your anticipated schedule of technology refresh and methods of communicating such changes.		Refresh is dependent on the manufacturer and will be immediately changed in the EVA system as these changes occur. Changes will be via email to the contract officer as well.

Methodology for Installation:

The cost of an installation, unless otherwise stated by the Authorized User, shall include: travel, unpacking, installation, connectivity to the Authorized Users' equipment,

equipment power up, diagnostics, configuration (programmable items shall include software configuration), test for proper operation, training, user documentation, and removal of all packing materials and debris. All installations shall be done according to the manufacturers specifications; completed in a timely and professional manner; and in compliance with local and state code requirements; cables must be clearly marked, bundled neatly, follow cabling trays as much as possible, and hung on cable hangers when no trays are available.

F.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Describe the methodology you are proposing for installation of audio visual products. Also describe the methodology you are proposing for installation of video conferencing and video bridge/multipoint control unit equipment. As an example, topics may include pre-installation coordination, installation, video test facilities, end-user training, problem resolution and follow-up.		See attached: Document F1

Integrator Services:

G.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Describe the types and levels of Integrator services you offer.		See attached Document G1

Product Warranties and Maintenance:

The Offeror must provide a one-year return to manufacturer warranty on all proposed equipment.

The Offeror must offer an on-site warranty upgrade on all proposed equipment. The on-site warranty upgrade must include 4 hour response time during normal business hours (8:00 a.m. to 5:00 p.m.) and next business day parts replacement.

The Offeror shall offer both on-site and return to manufacturer maintenance plans for all equipment purchased during the contract period.

The Offeror may propose optional maintenance plans not listed in the manufacturer's catalogs or referenced in the Pricing Schedule.

H.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can you provide a one-year return to manufacturer warranty on all proposed equipment?	Y	
2.	Can you provide a warranty upgrade to include on-site, 4 hour response time, as described above?	Y	
3.	Can you provide on-site and return to manufacturer maintenance plans for all equipment, as described above?	Y	
4.	Are you proposing optional maintenance plans	N	

	not listed in the manufacturer's catalogs?. If so, include complete descriptions. (Include price(s) separate from response.)		

End-User Training:

The Contractor shall provide training for all new equipment installations as part of the installation price. Training shall consist of, at a minimum, system component identification, system component usage and successful verification of equipment functionality.

I.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Describe the end-user training that is included (at no additional charge) with your installation of equipment.		After the install is complete the installer will provide a complete overview of the product installed. Test calls will be made to insure connectivity. All of the remote control and system features will be covered.

Problem Resolution:

J.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Describe the process to resolve any product or warranty problems encountered after purchase.		AGT complies with standard manufacturer warranties. AGT provides customers the manufacturer's warranty that the hardware will be free of defects in materials and workmanship and will conform to the published specifications. Software warranties are provided solely as specified in the applicable software license agreements. Copies of manufacturer warranties are available upon request.
2.	Describe the response time guarantees to be provided to the Authorized User and the associated penalties the Authorized User may apply if the guarantees are not met.		As an authorized hardware warranty dealer for VTEL, Polycom, Sony, Radvision, and other manufacturers, AGT can provide next-day replacement of necessary hardware and software upgrades at the same cost available directly from the manufacturer. In order to maintain the level of response provided by our Professional Services Plans, AGT offers a more timely warranty than is typically provided by the manufacturer. For example, this

			warranty converts the standard 15-day return-to-the-manufacturer parts warranty to next business day parts exchange. The specifics of this program are the following: All trouble calls made before 3 PM EST that qualify will be shipped for 11 AM local delivery time, provided this service is available to the system's site location. On-Site technical support upgrades traditional phone and remote support to include the following: • Dispatch AGT service personnel next business day, if necessary • Fault part/equipment replacement and system operational testing • Verification, with customer, that the system is again functioning properly • Repackaging and shipping defective part/equipment If the problem cannot be identified within four hours via phone support and/or remote dial-up connection as provided by the customer, an AGT service technician or engineer will be dispatched to the customer site. Upon arrival of replacement part/equipment, the system will be operational within four hours.
3.	Describe any obligations the Authorized User may have for charges from the Offeror's service organization when they respond to a call and the problem is determined to be another vendor's hardware or software. If the Authorized User is liable for charges, what are they? (Include price(s) separate from response.)		Time and materials at rates referenced in the attached documents. Document J4
4.	Provide a flowchart or other documentation highlighting Help Desk procedures, including trouble reports from receipt through dispatch, repair, escalation, and notification of service		See attached documents Document J4

	completion.		
5.	Describe your plan for responding to off-hour (non-prime time) requests for service and request for service on holidays, weekends and vacations.		AGT Helpdesk provides live support from 8am-8pm EST (M-F, excluding weekends and holidays). Off-hour (non-prime time) requests for service and request for service on holidays, weekends and vacations are handled on a One (1) hour call-back basis.

Authorized User Procedures:

Procedurally, an Authorized User should be afforded with contractor choices from the Master Contract(s). The Authorized User may conduct a contractor selection process which will consist of the following procedure:

* The Authorized User may submit a Request for Quotation (RFQ) to the contractor(s), which describes the Authorized User's requirements. Authorized Users may not require and a contractor may not propose services not included in the Master Contract(s).

* Any Contractor may be selected by the requesting Authorized User, providing that the Contractor's proposal conforms to the Authorized User's RFQ, the Terms and Conditions of the Master Contract(s), and is priced at or below the established firm/fixed Master Contract(s) pricing.

* The Authorized User then issues a Delivery Order or Purchase Order referencing the Master Contract, and incorporating the Contractor's RFQ response.

The Offeror must provide the Commonwealth with pre-sales consultation and RFQ responses at no charge. Such services shall be required during normal business hours.

K.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can you provide the pre-sales consultation and / or RFQ responses at no charge, as describe above?	Y	

Administrative Procedures Manual of Proposed Procedures:

A sample Procedures Manual based upon the Offeror's proposed procedures, shall be included with Offeror's response. Appendix B provides a table of contents format that should be followed, however, items may be inserted or added in a logical sequence.

L.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can you provide the Procedures Manual with your response?	Y	

1.	Can you provide the pre-sales consultation and / or RFQ responses at no charge, as describe above?	Y	

Administrative Procedures Manual of Proposed Procedures:

A sample Procedures Manual based upon the Offeror's proposed procedures, shall be included with Offeror's response. Appendix B provides a table of contents format that should be followed, however, items may be inserted or added in a logical sequence.

L.	**Requirements**	A Y, F, or N	B Comments / Description
1.	Can you provide the Procedures Manual with your response?	Y	

EXHIBIT B
CONTRACT NUMBER VA-050912-AGLT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
Applied Global Technologies

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-050912-AGLT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Applied Global Technologies ("AGLT" or "Contractor").

Exhibit B includes the pricing tables that follow.

In the event of any discrepancy between this Exhibit B and Contract No. VA-050912-AGLT, the provisions of Contract No. VA-050912-AGLT shall control.

Commonwealth of Virginia Audio Visua roducts & Services Request for Proposal 2 -027

Workbook C - Discounts

Offeror Name:	#REF!	**please populate shaded regions**
Submitted By:	#REF!	

Instructions: This tab affords submitting companies an opportunity to offer additional discounts based on the amount of business that may be awarded and faster payment cycles. Please respond to this request by filling out the shaded areas.

The volume discounts will function as follows:
Transaction-based discount - Offeror indicates an additional discount percentage that will be applied to any single transaction that exceeds the predetermined threshold.
Annual volume-based discount - Offeror indicates an additional discount that will be applied to all future purchases in any given calendar year after the threshold amount is met.

Offerors are also requested to complete the Payment Term Discount Tables.

Transaction-based discount

For a transaction that is more than:	Offeror will add an additional discount of: (%)
$ 5,000.00	0.00%
$ 10,000.00	0.00%
$ 50,000.00	0.00%
$ 100,000.00	0.00%
$ 200,000.00	0.50%
$ 500,000.00	0.75%
$ 1,000,000.00	1.00%
$ 2,000,000.00	1.50%

Annual volume-based discount

Once the following volume threshold is met:	Offeror will add an additional discount of X% for all subsequent purchases in a calendar year:
$ 50,000.00	0.00%
$ 100,000.00	0.00%
$ 250,000.00	0.00%
$ 500,000.00	0.00%
$ 1,000,000.00	0.00%
$ 1,500,000.00	0.75%
$ 2,000,000.00	1.00%
$ 2,500,000.00	1.50%

Payment Term Discounts

Payment terms at the Commonwealth of Virginia are normally 30 days. If Contract Users were able to accelerate payment, what additional rebates off entire MONTHLY invoice would you offer?

Payment Terms	Additional Monthly Rebate %
Invoices Paid by 20 days	0%
Invoices Paid by 15 days	0%
Invoices Paid by 10 days	0%
Other (i.e. use of EFT)	0%

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	JBL
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	9 %	9 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Biamp
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	19 %	19 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Dalite
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	9 %	9 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Extron
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	9 %	9 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	AMX
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	19 %	19 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Audio Visual Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Crown
Catalog:	Crown
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
Category 1	43 %	43 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook E

AV Accessories Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Middle Atlantic
Catalog:	Middle Atlantic
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	43 %	43 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook E

AV Accessories Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	BlackBox
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
Category 1	9 %	9 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

AV Accessories Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	Spectrum
Catalog:	Spectrum
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
Category 1	55 %	55 %
Category 2	49 %	49 %
Category 3	43 %	43 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook F

Videoconferencing Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	Polycom
Catalog:	Polycom
Effective Date:	5/18/2005

Categories	Government Percent Discount	Academic Percent Discount
AUD.4	32 %	32 %
ACC	15 %	15 %
PDC.8	26 %	26 %
VID.4	32 %	32 %
VID.3	26 %	26 %
VID.2	26 %	26 %
VID.1	53 %	53 %
IPWR.1	32 %	32 %
IPWR.3	32 %	32 %
IPWR.99	0 %	0 %
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Videoconferencing Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Sony
Catalog:	Sony
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
Category 1	20 %	20 %
Category 2	32 %	32 %
Category 3	22 %	22 %
Category 4	26 %	26 %
Category 5	16 %	16 %
Category 6	15 %	15 %
Category 7	29 %	29 %
Category 8	9 %	9 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Video Bridge/Multipoint Control Unit Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Codian
Catalog:	Codian
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
All	20.45 %	20.45 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Video Bridge/Multipoint Control Unit Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	Polycom
Catalog:	Polycom
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
NS.1	45 %	45 %
NS.2	40 %	40 %
NS.99	0 %	0 %
SW.1	26 %	26 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Auxiliary Videoconferencing Equipment Catalog Discount(s)

please populate shaded regions

Supplier Name:	#REF!
Submitted By:	#REF!

Manufacturer:	VFI
Catalog:	AV
Effective Date:	5/18/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
Category 1	16 %	16 %
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%
	%	%

If discount applies to all categories use 'ALL'.

Videoconferencing Equipment Integration and Installation Rates

Supplier Name:	Applied Global Technologies
Submitted By:	Jim Hallihan

please populate shaded regions

Integration Services	Government Rate	Academic Rate
Senior Consultant Hourly Rate:	135	135
Senior Consultant Daily Rate:	1080	1080
Consultant Hourly Rate:	85	85
Consultant Daily Rate:	680	680
Other Integration Services (list below):		

Installation Services	Government Rate	Academic Rate
Senior Consultant Hourly Rate:	135	135
Senior Consultant Daily Rate:	1080	1080
Consultant Hourly Rate:	85	85
Consultant Daily Rate:	680	680
Other Integration Services (list below):		

Note: In addition to the Integration and Installation services indicated above, indicate pricing for other services to be provided as part of your proposal. This may include, but is not limited to, product maintenance, installation, training, integration services and software services. Offerors often have many different types of maintenance and service programs. Additionally, these programs may have pricing that is structured in different ways (e.g. hourly, one-time fee, annual fee, membership fee, etc.) Please be as detailed as possible. You may also submit supplemental information with your RFP response in order to clearly define your service offerings and programs.

PC Based USB Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	Via Video

Catalog Price	Percent Discount	Govt. Price	Academic Price
442.44	26 %	442.44	442.44

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	N/A
Catalog Description:	N/A

Catalog Price	Percent Discount	Govt. Price	Academic Price
N/A	N/A		N/A

Installation:

Catalog Number:	N/A
Catalog Description:	N/A

Catalog Price	Percent Discount	Govt. Price	Academic Price
N/A	N/A		N/A

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Set-Top Systems

Offeror:	#REF!
Manufacturer:	Sony
Catalog Number:	13
Catalog Description:	PCS-1

Catalog Price	Percent Discount	Govt. Price	Academic Price
3746.59	32 %	3746.59	3746.59

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	13
Catalog Description:	SupportNet

Catalog Price	Percent Discount	Govt. Price	Academic Price
1170.91	9 %	1170.91	1170.91

Installation:

Catalog Number:	13
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	Academic Price
859.09	9 %	859.09	859.09

Options:

Catalog Number:	13
Catalog Description:	See catalog

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Set-Top Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	VSX 7000

Catalog Price	Percent Discount	Govt. Price	Academic Price
4090.23	32 %	4090.23	4090.23

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	11
Catalog Description:	Premier Plus

Catalog Price	Percent Discount	Govt. Price	Academic Price
2302.86	20 %	2302.86	2302.86

Installation:

Catalog Number:	11
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	Academic Price
796	20 %	796	796

Options:

Catalog Number:	11
Catalog Description:	See catalog

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Executive/Personal Video Conferencing Systems

Offeror:	#REF!
Manufacturer:	Sony
Catalog Number:	13
Catalog Description:	PCSTL50

Catalog Price	Percent Discount	Govt. Price	Academic Price
3973	20 %	3973	3973

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	13
Catalog Description:	Premier Plus

Catalog Price	Percent Discount	Govt. Price	Academic Price
1170.91	9 %	1170.91	1170.91

Installation:

Catalog Number:	13
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	Academic Price
NA	%	NA	NA

Options:

Catalog Number:	13
Catalog Description:	See catalog

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Executive/Personal Video Conferencing Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	VSX 3000

Catalog Price	Percent Discount	Govt. Price	Academic Price
3408.41	32 %	3408.41	3408.41

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	11
Catalog Description:	Premier Plus

Catalog Price	Percent Discount	Govt. Price	Academic Price
2302.86	20 %	2302.86	2302.86

Installation:

Catalog Number:	11
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	Academic Price
796	20 %	796	796

Options:

Catalog Number:	11
Catalog Description:	See catalog

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Roll-About Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	VSX 7000

Catalog Price	Percent Discount	Govt. Price	Academic Price
8124.26	26 %	8124.26	8124.26

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	11
Catalog Description:	Premier

Catalog Price	Percent Discount	Govt. Price	Academic Price
2302.86	20 %	2302.86	2302.86

Installation:

Catalog Number:	
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	
796	20 %	796	796

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Field Communications Systems

Offeror:	#REF!
Manufacturer:	AGT
Catalog Number:	15
Catalog Description:	First Responder Case

Catalog Price	Percent Discount	Govt. Price	Academic Price
18900	30 %	18900	18900

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
N/A	%	N/A	N/A

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
N/A	%	N/A	N/A

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Video Bridges (MCU) Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	MGC-25

Catalog Price	Percent Discount	Govt. Price	Academic Price
13250	40 %	13250	13250

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	11
Catalog Description:	Premier Plus

Catalog Price	Percent Discount	Govt. Price	Academic Price
2200.00	20 %	2200.00	2200.00

Installation:

Catalog Number:	11
Catalog Description:	Installation

Catalog Price	Percent Discount	Govt. Price	Academic Price
1996	20 %	1996	1996

Options:

Catalog Number:	11
Catalog Description:	See Catalog

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options continued

Offeror:	#REF!
Manufacturer:	
Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Scheduling and Management Software

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	11
Catalog Description:	PCS

Catalog Price	Percent Discount	Govt. Price	Academic Price
See Catalog	26 %	See Catalog	See Catalog

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

EXHIBIT C

CONTRACT NUMBER VA-050912-AGLT

BETWEEN

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

AND

APPLIED GLOBAL TECHNOLOGIES

Exhibit C is hereby incorporated into and made an integral part of Contract Number VA-050912-AGLT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Applied Global Technologies ("AGLT" or "Contractor"). In the event of any discrepancy between this Exhibit C and Contract No. VA-050912-AGLT, the provisions of Contract No. VA-050912-AGLT shall control.

PROCEDURES MANUAL

1 Introduction

1.1 This manual simplifies procurement procedures from quotes to ordering. Please reference the proper section before proceeding

1.2 Each section details the proper steps and actions that will result.

1.3 The AGT VITA Team

Mark Cray- Pricing and Service Issues

markc@appliedglobal.com

321-638-2007

Jim Hallihan- Direct supplier interface for vendor resources

jimh@appliedglobal.com

703-488-1784

Chris Williamson- Order Management/Service

chris.williamson@appliedglobal.com

321-638-2007

Darryl Bailey- Service Scheduling

darrylb@appliedglobal.com

678-594-4400

Mike Garvey- VP of Sales

mikeg@appliedglobal.com

703-488-1780

Heather Cray- Pricing/Sales Support

heatherc@appliedglobal.com

321-638-2007

2 Authorized User Procedures for Delivery Order Processing

2.1 General: Customer notifies AGT of requirement. AGT Sales Manager and Sales Engineer develop solution for customer's requirement.

2.2 Equipment Only Ordering: The procedure is the same as listed below in 2.3-2.6, only there is no requirement for Section 3, Installation and Integration.

2.3 Request for Quotation Submission: Customer submits formal RFQ to AGT Sales.

2.4 Request for Quotation Response: Solution entered into AGT proprietary CRM (Customer Relationship Manager) database system. Non-AGT manufactured products within database our verified with manufacturer. Pricing is determined and entered. Quote (with CRM generated quote#) is provided to customer.

2.5 Delivery Order Issuance: Customer places order (based on quote) and faxes or emails to Sales Account Manager. Sales Account Manager (SAM) sends to AGT Order Management department. AGT Order Management (OM) checks order for accuracy by comparing to quote within CRM. At this point, OM creates File on Order, attaches OPC – Order Processing Checksheet to the File, and the actual order processing begins (see OPC on next page). OM checks product availability and notifies SAM and Customer of any availability issues and expected delivery dates. OM Orders equipment and services as per the PO and

approved CRM quote. Order numbers and the tracking numbers for shipping are recorded in CRM. The shipments are tracked to ensure arrival at correct destination.

2.6 Delivery Order Modifications: Any delivery order modifications must be reported to SAM. If there is sufficient cause, SAM will request a change order from Customer. SAM will forward the Change Order to OM for processing, which will be processed as described in Sections 2.1-2.5.

3 Installation and Integration

3.1 Pre-Installation/Integration Planning:

Working closely with competing manufacturers in the industry, AGT provides its customers with best-of-breed solutions. The basic service offerings include installation, training, enhanced maintenance and service warranties.

How the installation and integration of new hardware is performed sets the foundation for a particular piece of equipment's life cycle. It is imperative that new equipment is installed properly and integrated well into its environment. Regardless of whether the equipment is being integrated with other multi-media equipment or singularly installed into a specific environment (conference room, auditorium, training room, etc.), particular consideration must be placed on functionality, ease-of-use, and aesthetics. At AGT Pre- Installation and Integration Planning includes:

- Audio/Visual Equipment Design
- Equipment Installation
- User Orientation Training
- System Testing
- System Acceptance
- Upon approval of the Project Schedule and Notice of Site Readiness forms, equipment installation will begin as planned. Install tasks include:
- Unpacking of original shipping containers
- Physical inspection of equipment prior to installation
- Installing and configuring equipment as per customer requirements
- Connection to the provided network interface device
- Installation of surge protectors in the power line
- Installation of any peripheral equipment with provided cables/extender cables
- Route and tie wrap all cables in accordance with provided site survey documentation
- Perform power up tests, initial system configuration, and system diagnostics
- Verify the system is operating in accordance with all provided specifications in the loop back mode
- Completion of all required forms and licenses
- Point-to-point conference with AGT to verify network operation of public lines
- Point-to-point/multipoint conference with other customer operational sites
- Ensure area is cleaned and trash removed and placed for pickup at a customer designated site

3.2 Coordination with Ordering Authorized User (see 3.1)

3.3 Schedules and Milestones: AGT's Customer Relationship Management (CRM) uses tools for email notification and alerts if process points are due and responses have not happened. It also creates notifications when new process points are created (i.e. the clock has started). It provides personnel scheduling tools to ensure the right people are available at the right time. AGT's CRM prevents individual steps in the work flow process from getting delayed, so the customer is assured that the job will be done on time. For example, site

readiness, equipment delivery and installation must all happen in synch. AGT's CRM tool makes sure this happens and expected milestones are met.

3.4 Site Availability

3.5 Inspection and AcceptanceAt the completion of the installation and training, acceptance testing is done with customer personnel to verify that the system operates as specified. Any customer concerns will be documented and addressed at this time. The acceptance testing has the following objectives:

- Verify all hardware is installed and operational, all cables tie-wrapped and marked, and area cleaned
- Verity all software is installed, operational and of current issue
- Verify all required documentation is present
- Ensure all training criteria have been met to customer satisfaction
- Establish a point-to-point/multipoint conference to demonstrate functionality of system
- Upon completion of acceptance testing, AGT will present a Customer Acceptance Form to be signed by AGT and the Authorized User.

3.6 Training: AGT maintains current certifications for multiple video conferencing and network equipment manufacturers. Certifications include:

- Polycom Video Division- Platinum Certified
- Polycom Networks (MCUs)
- TANDBERG Systems- Platinum Certified
- Cisco (CCIE, CCNP, CCDP, and CCNA)
- Microsoft (MCSE and MCP)
- VCON
- VTEL
- RADVision (MCU's)
- Ezenia! Systems (MCUs)
- Crestron Control Systems
- AMX Control Systems
- Adtran Network Devices
- Lucent Network Devices
- First Virtual (FVC.COM) ATM Equipment
- These certifications, in addition to our existing certifications and internal quarterly training, guarantee "circuit-to-conference room" knowledge and support. AGT personnel are qualified to serve as your single source for all aspects of video conferencing.

3.7 Documentation: The AGT staff conducts backups, firewall configurations, documentation and training—and are just a phone call away from even deeper technical support at AGT's network operations center.

3.8 Warranty: As an authorized hardware warranty dealer for VTEL, Polycom, Tandberg, Sony, FVC, and other manufacturers, AGT can provide next-day replacement of necessary hardware and software upgrades at the same cost available directly from the manufacturer. In order to maintain the level of response provided by our Professional Services Plans, AGT offers a more timely warranty than is typically provided by the manufacturer. For example, this warranty converts the standard 15-day return-to-the-manufacturer parts warranty to next business day parts exchange.

4 Problem Resolution

4.1 Procedures (General) Applied Global Technologies, Inc. (AGT) offers its customers proven expertise in IP collaboration technologies and solutions with the mission to transform buyers of technology into users of technology.

At AGT documented procedures are followed for providing technical support, remote diagnostics, site installation and acceptance testing, customer feedback, problem resolution, and to comply with all customer instructions

Our mission is to provide our customers with the highest level of technology, expertise and service through the consistent deployment of reliable and effective communication services.

4.2 Help Desk

Support Phone Number	Support E-Mail	Support Hours of Operation
1.800.692.8265	support@appliedglobal.com	• **Live support from 8am-8pm EST (M-F, excluding weekends and holidays).** • **One (1) hour call-back after normal hours of operation.**

The functional responsibilities and duties of the Help Desk Technician include, but are not limited to the following:

- Provide expert troubleshooting.
- Provide immediate end-user support
- Resolve end-user system operation questions
- Trouble shoot and diagnose system problems
- Use video network management software to aid in troubleshooting (where applicable)
- Receive automatic alerts from video network management software when the system detects auto alerts (where applicable)
- Enter all trouble calls into trouble ticketing system (where applicable)
- Enter all trouble call updates and status changes into the trouble ticketing system (where applicable)
- Upon trouble resolution close out trouble ticket (where applicable)
- Work directly with equipment manufacturers for hardware replacement
- Work directly with network circuit providers for circuit failures and outages
- Provide in-depth analysis of trouble conditions and facilitate repair efforts.
- Perform daily remote diagnostics to resolve identified site service issues.
- May assist and provide technical support for other related telecommunications activities.
- Perform and assist with data entry for updating trouble reporting databases and Visio software packages.
- Assist with scheduling and establishing multipoint video connections.
- Provide written service updates and reports when requested by the customer.

4.3 Response Time

	Level 1 initial Troubleshooting Response	Phone Escalation to Level 2	Phone Escalation to Level3
Major	**Up to 15 minutes**	**15 Minutes**	**30 Minutes**
Medium	**Up to 1 hour**	**1 Hour**	**4 Hours**
Minor	**Up to 24 hours**	**24 Hours**	**Next Business Day**

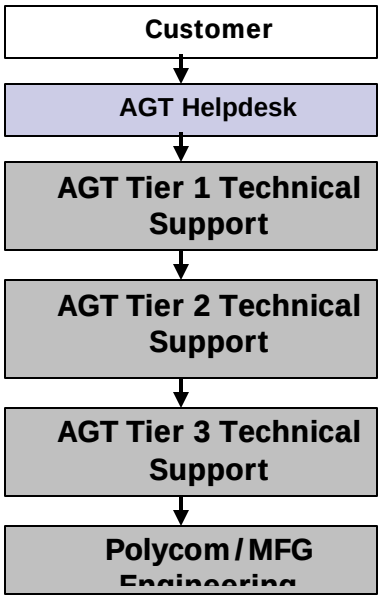
4.4 Problem Determination: AGT is proud to provide 24/7phone support and advanced remote diagnostics. We have been successful in correcting most system problems utilizing both remote computer diagnostics and settings via modem or network or through phone consultation with the end user. Our experience installing and supporting over 20 different and unique video conferencing manufacturers has provided us with unparalleled insight into identifying problems throughout the system - the communication lines, the CODEC, peripheral equipment, system settings, or general user error.

If the problem cannot be identified within four hours via phone support and/or remote dial-up connection as provided by the customer, an AGT service technician or engineer will be dispatched to the customer site.

4.5 Repair: AGT's Project Manager for each customer location is responsible for creating and documenting policies for trouble resolution and repair. AGT coordinates directly with the equipment manufacturer for expedient repair/replacement as required. In addition, AGT's Hub Technicians have experience in the maintenance and repair of compressed Audio/Video network equipment. The Helpdesk Technicians also provide in-depth analysis of trouble conditions and facilitate repair efforts.

4.6 Problem Escalation Procedures: The escalation guidelines are intended to prompt efficient problem resolution services to our customers. AGT works with the end users and their end points to resolve connectivity issues in either a point to point or point to multipoint conference.

Technical Escalation Process



Time listed is "Maximum Elapsed Time."
Work limits for all Tiers will be suspended by an RMA transaction, a field dispatch, or an action plan agreed upon by

- **1 hour call back if customer does not receive**

- **0 - 60 minute work limit**
- **Tier 1 management notification at end of**

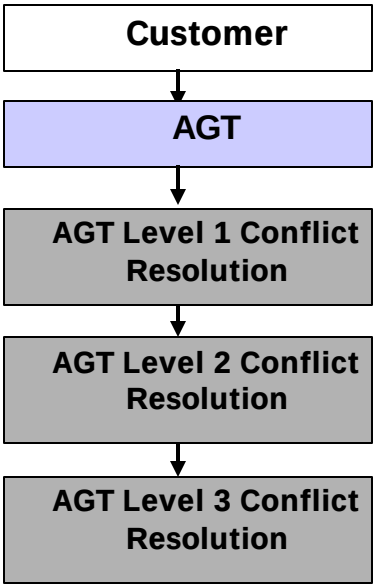
- **2 - 6 hour work limit**
- **Tier 2 management notification at end of work limit**

- **2- 20 day work limit**
- **Customer update every 1-5 business days**

*** Tier 3 will update the Customer every 5 days.**

- **If problem not corrected**
- **Manufacturer notified with possible "soft**

Management Escalation Process



- **Customers require project**
- **Conflict issue directed to management escalation team**
- **Senior Network Engineer**
- **Handles project operational issues**
- **Level 2 support notified of conflict**
- **Director of Managed Services**
- **Provides project planning and management escalation**
- **Chief Technology Officer**
- **Provides highest level of conflict resolution**
- **Resolves all critical items that have impact on project**

5 Invoices

5.1 Invoice Requirements: AGT will invoice according to terms in the Customer's PO. Wherever there are special requirements (i.e. multiple copies of invoices and/or multiple recipients of invoices within customer's organization) AGT will comply with such requirements as stated in the Customer's PO.

5.2 Invoice Submission Schedule: The schedule of invoicing generally follows the course of AGT invoicing for whatever phase of a job has been completed. For example, when the hardware is delivered, AGT will invoice only for the hardware. When the Installation or Training are complete and approved, AGT will invoice for these services.

5.3 Invoice Authorized User Approvals: AGT requires a Customer Acceptance Form (CAF) be signed by the Authorized User to show that all work is complete, all equipment has been installed and is functioning to the Customer's satisfaction. The SAM will forward the CAF to OM to trigger the final billing against the Customer's PO.

5.4 Payment: AGT will seek payment through whatever means the Customer authorizes. Any case where AGT must apply for the payment through any electronic media, we will do so. Under normal circumstances, OM will submit an invoice at the appropriate time, and AGT Accounting will follow up on the payment schedule as the terms permit.

Helpdesk/TAC

Helpdesk Information

Support Phone Number	Support E-Mail	Support Hours of Operation
		• Live support from 8am-8pm

1.800.692.8265	support@appliedglobal.com	EST (M-F, excluding weekends and holidays). • One (1) hour call-back after normal hours of operation.

The functional responsibilities and duties of the Help Desk Technician include, but are not limited to the following:

- Provide expert troubleshooting.
- Provide immediate end-user support
- Resolve end-user system operation questions
- Trouble shoot and diagnose system problems
- Use video network management software to aid in troubleshooting (where applicable)
- Receive automatic alerts from video network management software when the system detects auto alerts (where applicable)
- Enter all trouble calls into trouble ticketing system (where applicable)
- Enter all trouble call updates and status changes into the trouble ticketing system (where applicable)
- Upon trouble resolution close out trouble ticket (where applicable)
- Work directly with equipment manufacturers for hardware replacement
- Work directly with network circuit providers for circuit failures and outages
- Provide in-depth analysis of trouble conditions and facilitate repair efforts.
- Perform daily remote diagnostics to resolve identified site service issues.
- May assist and provide technical support for other related telecommunications activities.
- Perform and assist with data entry for updating trouble reporting databases and Visio software packages.
- Assist with scheduling and establishing multipoint video connections.
- Provide written service updates and reports when requested by the customer.

Escalation Policy

The escalation guidelines are intended to prompt efficient problem resolution services to our customers. AGT works with the end users and their end points to resolve connectivity issues in either a point to point or point to multipoint conference.

Technical Escalation

AGT has a long proven history of providing high level support to our customers. Currently we support over 500 systems nationwide including Alaska, Hawaii, Puerto Rico, Virgin Islands, Kuwait, Guam, and Japan. Our support structure is multi-tiered in the manner which we resolve trouble tickets.

Tier 1:

Tier 1 maintenance and support is provided by our Technical Assistance Center. Our Technical Assistance Center consists of level 1 and level 2 technicians dedicated to resolving customer related trouble calls. If our Tier 1 is unable to resolve a trouble call in a timely manner the ticket is escalated to Tier 2.

Tier 2:

Tier 2 maintenance and support is provided by our Technical Experts regionally located across the country. Locations include Florida, Georgia, Virginia Beach, and Washington DC, San Diego and Seattle. Our technical expert's are trained and certified in nearly all major VTC manufacturers and have extensive field experience. Their field experience, certifications, training, and escalation support experience enable them to be able to provide quick resolution of most problems. If they are unable to resolve a trouble ticket they will escalate to Tier 3.

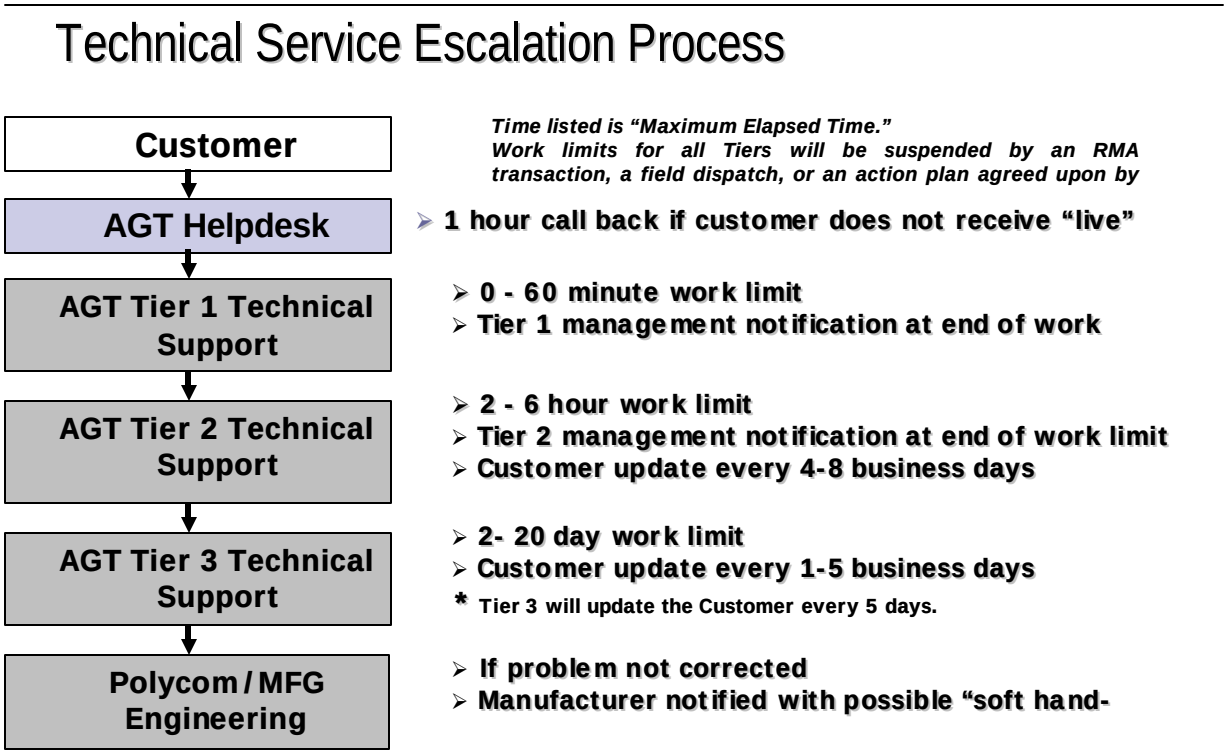
Tier 3:

Senior Systems Engineering Escalation:
Tier 1 and Tier 2 are supported by AGT's Senior Systems Engineering Team. The Senior Systems Engineering team is a group of senior, certified engineers that overlays each of AGT's managed services contracts. This team is escalation for any issues that our Help Desk Technicians cannot immediately resolve. This team is available to the Tier 1 and Tier 2 technicians 24/7 via 1 hour pager call back. The Senior Systems Engineering Team is subject matter experts in:

Collaboration Data Centers	Collaboration Networks	Collaboration User Experience
VTC MCUs and Gateways	Switches, Routers, Hubs	Videoconferencing Endpoints
Gatekeepers	NAT/Firewalls	Control Systems
Video, Audio, and Web (PERSPECTIVE c/P)	Security (Corp)	Audio Subsystems
Capacity Resource Planning (NEXUS c/R)	Security (DOD – KIV/KG)	Audio/Visual Enterprise Rooms

IMUXs (Adtran, Lucent, etc)	IP, ISDN, and Satellite	Group Training & Manuals
Technical Management of Personnel	IP Migration (FATHOM c/A)	System Design & Configuration

The Engineering teams expertise and certifications includes CCIE, CCNP, MCSE, BS Industrial Engineering, CVE, and other industry certifications.



Management Escalation

The Management Escalation Plan describes the process and people involved in escalating project issues. The Project Escalation Plan will be used to surface all critical items that potentially have an impact on the project.

AGT believes that it is essential that critical items effecting the project schedule, scope, quality, and cost, be undertaken as soon as possible. This will allow adequate time for corrective action.

Operational Issues
Benjamin Sanden- Senior Network Engineer
Mark Cray- Director of Managed Services
Ben Atha- CTO

Conflict Resolution Plan

A plan for conflict resolution is vital to the success on any on-going operations service contract. Through a solid Governance Plan that provides for structured communications and a well defined project plan the need for conflict resolution should be minimal if any. However, even with the best vendor/customer relationships a need for conflict resolution may present itself.

Level 1 Conflict Resolution:
AGT's Senior Network Engineer

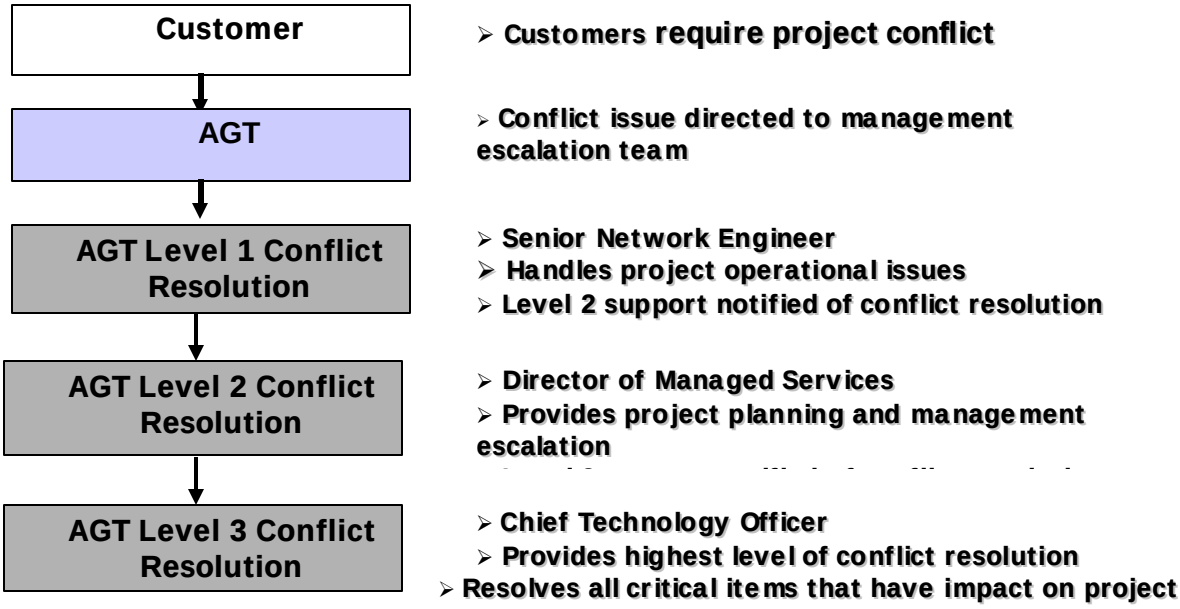
Level 2 Conflict Resolution:
AGT's Director of Managed Services

Level 3 Conflict Resolution:
AGT's CTO

Management Escalation Contacts

Name	Title	Contact Number
Benjamin Sanden	Senior Network Engineer	Office# 678.594.4435 Mobile# 404.808.4000 bena@appliedglobal.com
Mark A. Cray	Director of Managed Services	Office# 321.638.2007x210 Mobile# 321.266.5797 markc@appliedglobal.com
Ben Atha	CTO	Office# 678.594.4406 Mobile# 770.329.9308 bena@appliedglobal.com

Management Escalation Process



Web-based Trouble Reporting

AGT delivers its customers, at no additional charge, our Web based Trouble Ticketing system and inventory management database (*VTC Manager)*. Customers can log support directly into AGT's trouble ticketing service at www.vtcmanager.com for 24/7 trouble ticket generation, timely trouble review and reporting, and live electronic support when available. AGT enables web-based, on-line entry by the end-user (Login and passwords required). All web-based Trouble Tickets generated have automatic email and pager notifications, escalating tickets to the appropriate personnel. To create your own personal user login, requests are sent to support@appliedglobal.com.

AGT will, at the customer's direction, include appropriate e-mail notification audit trail for all trouble tickets. The AGT Technician(s) will also enter all calls to the TAC support line into the system, thus providing the customer with the technical actions taken to resolve the problem. Also, the customer will direct AGT to configure the trouble ticketing system for access by necessary customer personnel.

Trouble Ticketing System

This system is currently marketed by Polycom and is sold on per network resource basis where a "resource" has been defined as an end point, an MCU, or a Gateway. The Trouble Ticketing system is accessed on the World Wide Web via an Internet Explorer web browser. The trouble ticketing system allows users to enter a trouble ticket via the web. When a trouble ticket is entered into the system, an automatic e-mail notification will be generated to the customer or AGT assigned personnel whichever the organization would prefer. All updates to a trouble ticket will generate an automatic e-mail notification to assigned personnel. Once a ticket is closed, the

ticket generates an automatic email notification to all assigned personnel as defined by the customer.

System administrators are able to log on to the system and view a report of all currently open tickets in a real-time, up to the moment detailed fashion. The Administrators are able to log onto a specific location and view all “OPENed” or “CLOSEed” tickets for that location. The Trouble Ticketing system lists all customer VTC sites and the disposition of any existing tickets.

The inventory management database contains the following information:

- Site Name
- Site Address
- Site Contact Name
- Site Contact Phone Number
- Site Contact Fax Number
- Site Photo Uploaded to Main Page
- General Comments Section
- Circuit ID
- Installation Date
- Warranty Expiration Date
- Equipment Serial Numbers

  The Site Listing should contain the following Links

- Equipment List Tab
  - List all VTC equipment at site
  - List type of VTC equipment
  - List manufacturer
  - List all serial numbers
  - List all Government ID Tag numbers

- Log Trouble Ticket Tab
- View Trouble Ticket Tab

AGT will work directly with the customer’s end users or administrators. AGT should be notified of all trouble related issues. A customer should place trouble calls to AGT Technical Assistance Center (TAC).

Labor Breakdown/Categories

Level of Effort

Program Management

- **Kick off meeting with the customer.**
- **Pre-job coordination with all sites.**
- **Track all equipment to ensure that it arrives at each site in a timely and organized manner.**
- **Ensure that all configuration parameters and network concerns are addressed prior to equipment implementation.**
- **Draft a pre-installation document for the customer showing a time line and project milestones.**
- **Generate a post-job report that notes any issues and resolution action taken.**

Engineering

- **Pre-Installation Site Survey to determine if the customer's site is ready for installation.**
- **Detailed Room Design**
- **As-Built Documentation Package which includes:**
    - **Room(s) Layout**
    - **Video Routing Diagram**
    - **Audio Routing Diagram**
    - **Control Routing Diagram**
    - **Video Component Level Diagrams**
    - **Audio Component Level Diagrams**
    - **Control Component Level Diagrams**
- **Custom Touch Panel Users Manual**

Control Programming

New Installs

After determining the customer's requirements and reviewing the quoted equipment list an initial touch panel design will be presented to the customer for approval. An AGT Engineer or Programmer will explain in detail the functionality of the touch panel design. If the customer requires changes made that will not affect the equipment list then changes will be made and the new touch panel design will be presented to the customer for approval. If the customer requires changes made that will require additional equipment then a mod to the contract will be required. A quote for the additional equipment and/or additional programming/engineering fees will be presented for approval. Design changes may extend the original agreed upon delivery date.

The customer must approve the touch panel layout, in the form of a signed design or a Control Design Acceptance Form, prior to the scheduled installation of the multimedia room. Once the design has been approved only minor cosmetic changes will be made.

Modifications of Existing Programs Created by Other Vendors

The customer is responsible for providing the latest code that is loaded on their control system.

NOTE: There is the possibility that the determination of the revision of code will not be able to be determined until AGT tries to load the new code and realizes that equipment that was not part of the modification no longer functions.

Failure to do so will result in a mod to the contract and may extend the original agreed upon delivery date. A quote for the additional equipment and/or additional programming/engineering fees will be presented for approval.

- **Initial interview with customer to determine Touch Panel layouts and functionality.**
- **Sample GUI will be provided to the customer for approval.**
- **Once installed and tested the customer will be allowed one more round of revisions.**
- **Control Code and Touch Panel Code will be delivered to the customer. AGT will not retain the right as intellectual property.**

Installation/Integration/User Training

Upon approval of Project Schedule and Notice of Site Readiness, equipment installation will begin as planned. Install tasks include:

- **Unpacking of original shipping containers**
- **Physical inspection of equipment prior to installation**
- **Installing and configuring equipment as per customer requirements**
- **Connection to the provided network interface device**
- **Installation of any peripheral equipment with provided cables/extender cables**
- **Route and tie wrap all cables in accordance with provided site survey documentation**
- **Perform power up tests, initial system configuration, and system diagnostics**
- **Verify the system is operating in accordance with all provided specifications**
- **Ensure area is cleaned and trash removed and placed for pickup at a customer designated site**

The following services are NOT provided by AGT:

- **Any modifications not included in the site survey/work order documentation**
- **Relocation of existing equipment unless previously ordered**
- **Installation of equipment not called out in the site survey/work order documentation**

End-User Responsibilities

- **End user should provide a single point of contact to coordinate all installation activities. End user is responsible for all furniture, electrical, and network services.**
- **Network connections must be provided at the equipment location on standard communication wall jacks.**
- **Compliance with national and local building, electrical, fire, and earthquake codes are the end user's responsibility.**
- **End user facilities personnel are responsible for the installation of any fixtures prior to the scheduled installation date.**
- **End user is responsible for the movement of equipment from the dock to the room.**
- **Installation includes testing and successful local loop-back. The Customer is responsible for verification of correct network provisioning, including end-to-end test and premise wiring, prior to the scheduled installation date.**
- **Most systems provide some form of remote diagnostic capability. Appropriate direct-dial, analog phone lines are required. At least one additional line, with a handset should be provided to allow the technician and/or end-user to work with the Technical Assistance Center in resolving problems.**

- **Facilities and network systems should be available throughout the scheduled installation and at least one (1) working day thereafter.**
- **Communications personnel should be available to resolve any issues which may arise during the installation.**
- **Have appropriate personnel (up to four individuals) available to attend the Class User Training.**
- **Sign Customer Acceptance Form, which indicates successful installation and training.**

Training

The training program, developed and written by AGT, ensures that all end-user personnel have a working knowledge of the Audio/Visual Integrated Room and an in-depth knowledge of its operation and usage. Much of the course time involves hands-on usage by the students. The following objectives are covered during the comprehensive course:

- **• Generic breakdown of equipment used in a conference**
- **• Network requirements and an explanation of each**
- **• Overview of installed conferencing system**
- **• Operational demonstration of each piece of equipment and its features**
- **• In-depth demonstration of system operations using the Touch Panels (GUI)**
- **• Basic troubleshooting techniques and trouble reporting procedures**
- **• Hands-on operation**

Training shall not exceed 4 hours and will commence immediately following the installation. The length of the training program is dependent on size of the class, computer knowledge of the class, and complexity of the system. In the event that training cannot be accomplished while on-site, either due to a customer scheduling conflict or network outage, an optional 2-hour remote session will be provided via videoconferencing.

Acceptance Testing

At the completion of the installation and training, acceptance testing will be done with customer personnel to verify that the system operates as specified. Any customer concerns will be documented and addressed at this time. The acceptance testing has the following objectives:

- **• Verify all hardware is installed and operational, all cables tie-wrapped and marked, and area cleaned**
- **• Verity all software is installed, operational and of current issue**
- **• Verify all required documentation is present**
- **• Ensure all training criteria have been met to customer satisfaction**

Upon completion of acceptance testing, AGT will present a customer acceptance form to be signed by AGT and an authorized customer representative. See the attached exhibit at the end of this document.

EXHIBIT D
CONTRACT NUMBER VA-050912-AGLT
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND

APPLIED GLOBAL TECHNOLOGIES

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-050912-AGLT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and Applied Global Technologies ("AGLT" or "Contractor"). In the event of any discrepancy between this Exhibit D and Contract No. VA-050912-AGLT, the provisions of Contract No. VA-050912-AGLT shall control.

EXHIBIT D MAINTENANCE AGREEMENT

This Maintenance Agreement Exhibit ("Maintenance Exhibit") is entered into as of _____, 2005 ("Exhibit Effective Date") and, except as expressly set forth or provided herein, shall be governed by the terms and conditions of the Master Product and Maintenance Agreement, Agreement # VA-050912-AGLT, between the Virginia Information Technologies Agency (hereinafter referred to as the "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Applied Global Technologies ("Supplier"), effective _____, (the "Contract").

A. Purpose

Supplier agrees to provide certain maintenance services ("Services") for the Product listed in Attachment A hereto in accordance with the terms and conditions set forth below, and VITA agrees to utilize the Services in accordance with the terms and conditions set forth below.

B. Definitions

As used in this Exhibit, the terms set forth in this Section shall have the meanings provided herein. Other terms used in this Exhibit but not defined in this Section shall have the meanings ascribed thereto or are otherwise defined in the Contract in which they are used and shall have the meanings therein indicated.

1. Product

Product listed in Attachment A to be maintained under this Exhibit.

2. Maintenance Coverage Period (MCP)

The time-frame during which Supplier shall respond to a request for Service and during which maintenance service calls are covered by the annual Maintenance Charge. The contractor shall provide end users with the same levels of maintenance, Standard, Enhanced and Premium, as is set forth in their commercial price catalog. Contractor shall also price, as requested, Custom maintenance coverage for those end users who request it..

3. Maintenance Record

VITA's automated dispatch and service tracking system record.

4. Maintenance Services

Those Services, preventative and remedial, performed by Supplier at VITA's request in order to ensure continued operation of the Product.

5. Operating Condition

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

6. Response Time

The time between Supplier's receipt of VITA's request for Maintenance and the time Supplier commences repair of the Product.

C. Term and Termination

1. Exhibit Effective Date

This Maintenance Exhibit shall become effective on the date set forth above, upon execution by VITA and Supplier. Product designated for Service by Supplier as listed in Attachmentt A of this document shall continue under contract for two (2) years. Thereafter, this Maintenance Exhibit may be renewed for subsequent twelve (12) month periods should VITA elect. VITA may terminate this Maintenance Exhibit, in total or as to any portion of the Product, once per year without cause, provided however, that VITA shall provide Supplier written notice of such intent to terminate ninety (90) days in advance of any anniversary of this Maintenance Exhibit.

2. Termination for Cause

Should Supplier fail to perform its material obligations under this Maintenance Exhibit, VITA shall give Supplier written notice of such failure. Supplier shall have 45 days from receipt of said notice to correct this failure at no cost to VITA. Should Supplier fail to correct its performance within the 45 day period, VITA shall have the right to immediately terminate this Maintenance Exhibit or a portion of this Maintenance Exhibit by giving Supplier written notice of termination, and shall receive a refund of any amounts paid for Services not rendered after the effective date of termination. In the event of termination for breach, VITA reserves all remedies available in law and in equity.

D. Services

1. Preventive Maintenance

Preventive Maintenance is action, including, but not limited to, inspecting adjustment and testing, furnished on a scheduled basis, to diagnose potential problems and ensure proper Product operation, in accordance with the Product manufacturer's recommended procedures.

Preventive Maintenance shall be provided on a schedule as set forth in Attachment A. All Preventive Maintenance shall be performed during the MCP unless the performing of such Preventive Maintenance affects the Product's processing capabilities, in which case Preventive Maintenance shall be performed at other times mutually agreed upon by Supplier and VITA/AUTHORIZED USER.

VITA/AUTHORIZED USER shall provide Supplier with the required access to the Product for such periods of time as are required to perform Preventive Maintenance, subject to VITA/AUTHORIZED USER's security regulations.

Should Supplier fail to provide Preventive Maintenance in accordance with the schedule set forth in Exhibit B, VITA/AUTHORIZED USER shall receive a payment equal to ten percent (10%) of the monthly maintenance charge for the Product where the Preventive Maintenance was not provided, for each calendar day until such Preventive Maintenance is provided after the end of the month in which the Preventive Maintenance was scheduled and such payment shall be paid to VITA/AUTHORIZED USER on a quarterly basis. If, however, Preventive Maintenance cannot be accomplished as scheduled due to VITA/AUTHORIZED USER's refusal to allow access to the Product, Preventive Maintenance shall be scheduled at a mutually agreed upon time, and Supplier shall be relieved of any liability for failure to perform said Preventive Maintenance under this Section. There shall be no charge to VITA/AUTHORIZED USER for Maintenance Services necessitated by Supplier's failure to perform Preventive Maintenance on schedule.

2. Remedial Maintenance

Remedial Maintenance is maintenance service, (in accordance with the Product manufacturer's recommended procedures for repair of the Product), necessary to identify and repair Product malfunctions in order to return the Product to its original Operating Condition.

Supplier agrees to utilize the most expeditious methods of restoring the Product to its original Operating Condition, which may include part or whole unit replacement.

The Maintenance Charge entitles VITA/AUTHORIZED USER to PM and Remedial Maintenance requested at any time for calls during the MCP. Supplier shall perform Remedial Maintenance when VITA/AUTHORIZED USER notifies Supplier of a Product malfunction. Calls dispatched outside the MCP may be subject to Service Out-of-Scope charges. VITA/AUTHORIZED USER may elect, at any time, an alternative MCP offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of VITA/AUTHORIZED USER's written notice.

3. Response Time

Supplier agrees to respond to all trouble calls within four (4) hours (or as agreed) of receipt of the call. Supplier shall be deemed to have received VITA/AUTHORIZED USER's request for Remedial Maintenance when VITA/AUTHORIZED USER advises Supplier of its need for Maintenance via LMR, printer message or telephone call. If parts or field dispatch is required as the result of a trouble call, such equipment replacement and/or on site response shall be in accordance with the maintenance plan (Standard, Enhanced, Premium or Custom) selected by the end user

4. Service Out-of-Scope

VITA/AUTHORIZED USER may, at any time it deems necessary, request maintenance service which is outside the scope of this Maintenance Exhibit ("Service Out-of-Scope"), including, but not limited to: (i) service on equipment not covered by this Maintenance Exhibit, (ii) repair of damage or replacement of parts of Product resulting from changes in the Product environment, extraordinary use of the Product, or interconnected devices by VITA/AUTHORIZED USER, or (iii) service outside the applicable MCP. The charge for such Service Out-of-Scope shall be at the hourly rate specified in Attachment B hereto and shall be inclusive of all expenses. Maintenance requested for a unit of Product within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of Product for the same problem, shall be at no cost to VITA/AUTHORIZED USER. Requests for Service Out-of-Scope shall only be approved for payment by VITA/AUTHORIZED USER when a Maintenance Record is included with the Service Out-of-Scope invoice.

E. Replacement Parts

Supplier may install or replace parts and components as it determines necessary to ensure Product operation. Such parts and components used for replacement ("Replacement Parts") may be new, used or refurbished, provided Supplier shall use only new Replacement Parts or Replacement Parts of equal quality and functionality. All parts and/or components replaced become the property of Supplier. Supplier agrees to provide and maintain, in good repair, adequate Replacement Parts and test equipment required for the Maintenance of the installed base of Product.

F. Maintenance Dispatch Procedures

VITA/AUTHORIZED USER's designated control organization shall have the exclusive authority to request Maintenance Service. Supplier shall not respond to calls for service from any other source without prior written approval of VITA/AUTHORIZED USER's agreement administrator designated herein.

G. Dispatch System/ Record

Supplier shall utilize the Maintenance Record for reporting all Maintenance Services performed hereunder, using VITA/AUTHORIZED USER's reporting system procedure. Maintenance Records shall be utilized for recording the following:

ii). Installation/Relocation/Removal/Modifications

i). Remedial Maintenance

ii). Preventive Maintenance

iii). Service Out-Of-Scope

H. On Site Coverage

For those locations where VITA/AUTHORIZED USER has selected dedicated on-site coverage, Supplier shall provide the following services in addition to Maintenance Services: (i) relocation of previously installed Product; (ii) assistance to VITA/AUTHORIZED USER's communications department in mutually acceptable duties related to the Maintenance Services provided under this Maintenance Exhibit; and (iii) cabling, if applicable.

I. Spares

Supplier/VITA/AUTHORIZED USER has agreed to provide all spare parts as shall be required to maintain the Product covered by this Maintenance Exhibit. Supplier agrees to make available and distribute such parts, in good repair, to each engineer servicing the Product covered by this Maintenance Exhibit.

Supplier agrees to maintain, in good repair, adequate spares and test equipment for all the Product.

J. Equipment Covered

Attachment A lists all Product types covered under this Maintenance Exhibit. Supplier's billing report or other agreed upon inventory record shall be updated monthly and shall list the Product covered under this Maintenance Exhibit by type, quantity and location. Product quantities and types may vary as Product is added or deleted from coverage. VITA/AUTHORIZED USER is not obligated to continue Maintenance on Product that has been removed from service, provided Supplier has been notified of such removal. Notification shall consist of a Maintenance Record or other agreed to written instrument. In such event, this Maintenance Exhibit shall be automatically amended without further action by VITA/AUTHORIZED USER or Supplier to reflect the relocation, addition or deletion of Product. Such amendments shall be incorporated herein, and the Product described therein shall be covered by this Maintenance Exhibit for the unexpired term hereof.

K. Charges and Payment

1. Maintenance Charges

VITA/AUTHORIZED USER shall pay Supplier annually in advance in accordance with the charges specified on Attachment B. For Product added during the MCP, VITA/AUTHORIZED USER shall be invoiced for the prorated portion of the Annual Maintenance Charge commencing on the effective date of Maintenance coverage for each item of Product through the end of the MCP, so that the all Product covered by Maintenance Services shall be on a coterminous schedule. Maintenance charges for equipment added to this Maintenance Exhibit after the fifteenth (15th) day of any given month shall be assessed from and after the first day of the month following that in which the Product was added hereunder. Thereafter, Supplier shall invoice VITA/AUTHORIZED USER forty-five (45) days in advance of the anniversary date of this Maintenance Exhibit.

2. Installation Charges

Installation charges are as set forth on Attachment B. The contractors' standard installation charge is $1200 per person, per day..

3. Service Out-of-Scope Charges

Supplier's hourly charges for Service Out-of-Scope are as set forth on Attachment B. Supplier shall invoice VITA/AUTHORIZED USER for Service Out-of-Scope charges on a monthly basis. Each Service Out-of-Scope charge must be supported per incident, by a Maintenance Record, or VITA/AUTHORIZED USER shall not be liable to pay such Service Out-of-Scope charges.

4. Annual Maintenance Charge Changes

There shall be no increases to the charges set forth on Attachment B hereto for a period of two (2) years from the effective date of this Maintenance Exhibit. Thereafter, should this Maintenance Exhibit be extended, Supplier may increase its charges once a year upon ninety (90) days prior written notice to VITA. Each such increase may be no greater than the percentage increase in the Consumer Price Index for All Urban Consumers, All Cities Average, as published by the Bureau of Labor Statistics of the Department of Labor

(http://stats.bls.gov/cpi/home.htm) , for the effective date of the increase compared with the same index one (1) year prior thereto, with a maximum annual increase of 3%.

5. **Invoicing and Payment**

All invoices, with supporting documents, must be received by VITA/AUTHORIZED USER no later than ninety (90) days after Service is performed. Supplier shall submit separate invoices for the Maintenance Charges, (detailing the Product types and quantities by site), for Service Out-of-Scope billable activities, and for any installation services, including the appropriate Maintenance Record or other agreed upon written instrument. Additional invoices may be required by VITA/AUTHORIZED USER, from time to time detailing charges for Product at affiliate locations by corporate department.

L. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between VITA/AUTHORIZED USER and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with VITA/AUTHORIZED USER's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. VITA/AUTHORIZED USER reserves the right to require the immediate removal from VITA/AUTHORIZED USER's premises of any employee, subcontractor or agent of Supplier whom VITA/AUTHORIZED USER believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

M. Supplier Personnel Supervision

Supplier and VITA acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

N. Entire Contract

The following Attachments, including all subparts thereof, attached to this Exhibit are made a part of this Exhibit for all purposes.

Attachment B - Maintenance Prices

This Maintenance Exhibit may only be amended by an instrument in writing signed by VITA and Supplier. VITA and Supplier each acknowledge that it has had the opportunity to review this Maintenance Exhibit with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier	VITA
By: Harry V-Ericson	By: Doug Crenshaw
(Signature)	(Signature)
Name: HARRY V-ERICSON	Name: Doug Crenshaw
(Print)	(Print)
Title: Its: CFO	Title: Its: Strategic Sourcing Manager
Date: 9/22/05	Date: 9/29/05