

TIPS VENDOR AGREEMENT

Between USACI Corp **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170306 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

Definitions

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

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

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

Customer Support

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

Agreements

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

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

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

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

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

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

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

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

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name USA Consulting, Inc. dba USACI

Address 500 N Central Expressway, Ste. 140

City Plano State TX Zip 75074

Phone 972-673-0333 Fax 972-673-0222

Email of Authorized Representative jessica.hartley@usaci.com

Name of Authorized Representative Jessica Hartley

Title CEO

Signature of Authorized Representative *Jessica Hartley*

Date 4/20/17

TIPS Authorized Representative Name MEREDITH BARTON

Title TIPS V.P. OF OPERATIONS

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date MAY 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company USACI (USA Consulting Inc)
 Address PO Box 940128

 Plano, TX 75094
 Contact Jessica Hartley
 Department
 Building
 Floor/Room
 Telephone (972) 673-0333 x111
 Fax (972) 673-0222
 Email jhartley@usaci.com
 Submitted 4/21/2017 09:27:31 AM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Tara Geiger

Email tara.geiger@usaci.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	USACI has been helping businesses, governmental agencies and educational institutions solve their IT challenges for over 20 years. From Enterprise solutions to managed services, USACI leverages the latest technology from Best in the Business partners to deliver superior customized solutions backed by a customer care center focused on service.
6	Primary Contact Name	Primary Contact Name	Jessica Hartley
7	Primary Contact Title	Primary Contact Title	CEO
8	Primary Contact Email	Primary Contact Email	jhartley@usaci.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726730333
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726730222
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Tara Geiger
13	Secondary Contact Title	Secondary Contact Title	Sales Support
14	Secondary Contact Email	Secondary Contact Email	tara.geiger@usaci.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726730333
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jessica Hartley
19	Admin Fee Contact Email	Admin Fee Contact Email	jhartley@usaci.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726730333
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jessica Hartley
22	Purchase Order Contact Email	Purchase Order Contact Email	jhartley@usaci.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9726730333
24	Company Website	Company Website (Format - www.company.com)	www.usaci.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2425449
26	Primary Address	Primary Address	PO Box 940128
27	Primary Address City	Primary Address City	Plano
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75094
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Citrix, Fortinet, Tegile, Microsoft, network security, data security, virtualization, Netscalers, hosted desktops, managed services, storage arrays, Microsoft, Thin clients, BDR, disaster recovery, hosted email, data back-up
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No

38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	7
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 51 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 52 Regulatory Standing
- Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that:
- (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

59 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>80 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- | | | |
|----|--|---|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |
| 82 | Agreement Deviation/Compliance | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p> |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> |

Line Items		
Response Total:		\$0.00



TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP.

Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP.

This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond

Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

Bid Audit History		
Return		
Date	Line	Description
4/24/2017 11:28 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:38 AM (CT)	Header	Bid Request Information Copied from Bid '170306 Addendum 1' by RPOWELLTIPS.
3/2/2017 12:14 PM (CT)	Header	Addendum issued by the system.
3/2/2017 12:14 PM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience.
3/2/2017 12:00 PM (CT)	Header	Bid Request Information Copied from Bid '170306' by RPOWELLTIPS.
3/2/2017 09:04 AM (CT)	Header	Bid message sent to 'Invited and Responding Suppliers'
3/2/2017 08:04 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:22 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/28/2017 09:22 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-13 shown of 13		
Addendum Audit History		
Return		
Date	Line	Description
4/7/2017 11:38 AM (CT)	Header	Addendum 2 created for bid '170306' by RPOWELLTIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added, File Name: '170306_Agreement.pdf' Description: 'RFP 170306 Agreement' by RPOWELLTIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added, File Name: '170306_Agreement_Signature_Form.pdf' Description: 'RFP 170306 Agreement Signature Form' by RPOWELLTIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added, File Name: '170306_Base_Forms_Required.pdf' Description: 'RFP 170306 Required Base Forms' by RPOWELLTIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added, File Name: '170306_Pricing_form_1.xlsx' Description: 'RFP 170306 Pricing Form #1 Spreadsheet' by RPOWELLTIPS.
3/2/2017 12:02 PM (CT)	Header	Attachment was added, File Name: '170306_Pricing_form_2.xlsx' Description: 'RFP 170306 Pricing Form #2 Spreadsheet' by RPOWELLTIPS.
3/2/2017 12:01 PM (CT)	Header	Attachment was added, File Name: '170306_RFP.pdf' Description: 'RFP 170306 Specifications and Instructions' by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Agreement.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Agreement_Signature_Form.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Pricing_form_1.xlsx' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Pricing_form_2.xlsx' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_Base_Forms_Required.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment '170305_RFP.pdf' was deleted by RPOWELLTIPS.
3/2/2017 12:00 PM (CT)	Header	Addendum 1 created for bid '170306' by RPOWELLTIPS.
Items 1-14 shown of 14		

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

Resellers - Dealers									
Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
Ingram Micro	1600 E. St. Andrew Place	Santa Ana	CA	92705	Felicity (Li) Fruscione	felicity.fruscione@ingram	800-456-8000	N/A	http://us-new.ingrammicro.com/
Synnex Corporation	39 Pelham Ridge Drive	Greenville	SC	29615	Matthew McCullough	matthewmc@synnex.com	864-373-7535	N/A	http://www.synnex.com/
FineTec	2075 Zanker Road	San Jose	CA	95131	Matthew Roseman	matthewr@finetec.com	408-943-9193	408-943-9198	www.finetec.com
Core3	11 Clinton Street	Morristown	NJ	7960	Steve Fox	STEVE@CORE3TECH.COM	973-975-0500	N/A	WWW.CORE3TECH.COM
Tegile Systems	7999 Gateway Blvd, Suite	Newark	CA	94560	Dave Ornstein	dave.ornstein@tegile.com	321-239-0100	N/A	http://www.tegile.com/
10Zig Technology Inc	23309 North 17th Drive #	Phoenix	AZ	85027	Carl Bell	carlb@10zig.com	(866)865-5250	N/A	https://www.10zig.com/

Certification Regarding Lobbying

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

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

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

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

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

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

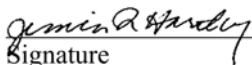
USA Consulting, Inc. dba USACI

500 N Central Expressway, Ste. 140, Plano, TX 75074

Name/Address of Organization

Jessica Hartley/CEO

Name/Title of Submitting Official


Signature

4/20/17

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: **Jessica Hartley**

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: Jessica A. Hartley

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: USA Consulting, Inc. dba USACI

(Name of Corporation)

I, Jessica Hartley certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Jessica Hartley

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

CEO

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL

Jessica A. Hartley
SIGNATURE

4/20/17

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

☐ YES or NO ☐

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name USA Consulting, Inc. dba USACI

Print name of authorized representative Jessica Hartley

Signature of authorized representative *Jessica Hartley*

Date 4/20/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT
IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT
OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT
REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS
GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

USA Consulting, Inc. dba USACI

Name of company expressly waiving confidential status of material

Jessica Hartley, CEO

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

500 N Central Expressway, Ste. 140 Plano TX 75074 972-673-0333
Address City State ZIP Phone



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

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

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

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1752425449100
File/Vendor Number:	81532
Approval Date:	30-NOV-2016
Scheduled Expiration Date:	30-NOV-2017

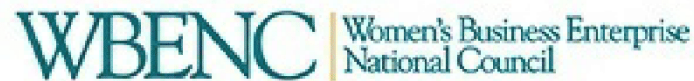
In accordance with the Memorandum of Agreement between the
Women's Business Council - Southwest (WBCS)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

USA CONSULTING, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 30-DEC-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the WBCS's program, you must immediately (within 30 days of such changes) notify the WBCS's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the WBCS's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul Gibson, Statewide HUB Program Manager
Statewide Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



hereby grants

National Women's Business Enterprise Certification

to

USA Consulting, Inc. DBA USACI

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

Certification Granted: November 14, 2007
Expiration Date: November 30, 2017
WBENC National Certification Number: 2005109468

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

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



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 454390, 518210, 541511, 541512, 541513, 541519
UNSPSC: 43211502, 43211506, 81111600, 81111812, 81112300, 83121603





Citrix Appliance Maintenance And License Agreement

Citrix Appliance Maintenance & License Information

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How to Contact Citrix Technical Support

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

Phone

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

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

Internet

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

Email

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

Citrix Appliance Maintenance Program Overview

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

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

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

Bronze

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

Silver

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

Gold

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

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

Citrix Appliance Technical Support Coverage Hours

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

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

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

Citrix Appliance Maintenance Agreement

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

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

1. SERVICES PROVIDED BY CITRIX.

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

Extended Hardware Warranty – includes the following:

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

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

Software Subscription Service – includes the following:

Software Updates.

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

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

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

Bronze/Silver/Gold Maintenance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Advance Return

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

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

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

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

4-hour Advance Return

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

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

Onsite Support

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

Product Development Support

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

Technical Relations Management

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

- Orientation Session. At the start of this service, an initial orientation session will be scheduled for the TRM to introduce the Customer to Citrix Technical Support contact information and processes.

- Escalation Management. In cases where issues need engineering assistance, the TRM will act as the Customer's advocate and function as point-of-contact to assist in rapid resolution of the incident.

- Implementation and Informational Reviews. The TRM will be a resource for the Customer to assist with product information and recommendations for integration of Citrix products in the Customer environments.

- Incident Tracking and Status Reporting Sessions. TRM will provide the Customer on a regular basis, reports summarizing Customer account information such as incidents opened and status updates.

TRM services can only be used in a single geographical region. Customers wishing to use TRM services in more than one region must purchase 200 hour blocks in each

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

2. CUSTOMER RESPONSIBILITIES.

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

3. EXCLUSIONS.

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

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

4. COMPENSATION AND TAXES.

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

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

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

5. TERM AND TERMINATION.

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

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

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

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

6. OWNERSHIP AND USE; WARRANTY DISCLAIMER.

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

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

7. LIMITATION OF LIABILITY.

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

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

8. DAMAGES WAIVER.

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

9. GENERAL PROVISIONS.

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

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

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

Citrix Software License Agreement

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

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

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

Definitions. "Open Source Software" means software distributed by Citrix under an open source licensing model (e.g., the GNU General Public License, BSD or a license similar to those approved by the Open Source Initiative). Notwithstanding anything set forth in this AGREEMENT, Customer's use of Open Source Code shall in all ways be governed by the open source license indicated as applicable to the code at <http://www.citrix.com/eula>. Customer may also access these License terms in the root directory (/EULA) after installing the Software. "Microsoft Windows Server" means the Microsoft Operating System software, if any, shipping with the Product, which is subject to the Microsoft Software License Terms available at http://www.citrix.com/English/ps2/products/documents_onecat.asp?contentid=1350184&cid=License+Agreements.

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

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

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

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

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

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

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

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

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

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR THE ABOVE LIMITED WARRANTY FOR SOFTWARE, CITRIX AND ITS SUPPLIERS MAKE AND CUSTOMER RECEIVES NO WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE; AND CITRIX AND ITS SUPPLIERS SPECIFICALLY DISCLAIM WITH RESPECT TO SOFTWARE, UPDATES, AND SUBSCRIPTION ADVANTAGE, ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, LACK OF VIRUSES, BUGS, OR ERRORS, AND ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR DISTRIBUTION WITH ANY EQUIPMENT THE FAILURE OF WHICH COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. CUSTOMER ASSUMES THE RESPONSIBILITY FOR THE SELECTION OF THE PRODUCT TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE PRODUCT.

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

adaptations or copies. Customer acquires only a limited license to use the Software.

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

Citrix Systems International GmbH, this AGREEMENT is governed by the laws of Switzerland without reference to the conflict of laws principles, and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, Customer consents to the exclusive personal jurisdiction and venue of the competent courts in the Canton of Zurich. If provider is Citrix Systems Asia Pacific Pty Ltd, this AGREEMENT will be governed by the laws of the State of New South Wales, Australia and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, Customer consents to the exclusive personal jurisdiction and venue of the competent courts sitting in the State of New South Wales. If provider is Citrix Systems Japan KK, this AGREEMENT will be governed by the laws of the Japan without reference to conflict of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods, and in any dispute arising out of this AGREEMENT, you consent to the exclusive personal jurisdiction and venue in the Tokyo District Courts of Japan. If any portion of this AGREEMENT is found to be void or unenforceable under applicable law, it shall be to that extent deemed omitted and the remaining provisions will continue in full force and effect. To the extent a provision is deemed omitted, the parties agree to comply with the remaining terms of this AGREEMENT in a manner consistent with the original intent of the AGREEMENT.

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

Customer Return Policy

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

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

CTX_code: APL_P_119659



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

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August, 2014

Fortinet Warranty and Hardware Return Policy

Customer
Service and
Support



High Performance Multi-Threat Security Solutions

FORTINETTM

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DOA

A unit is classified as DOA (Dead On Arrival) if the fault is reported within the first 30 days of product Warranty, 30 days from product registration date or no more than 120 days from shipment. All DOA's are handled as advanced replacements from Fortinet within next business day terms.

Warranty Returns – Return and Replace

Replacement of hardware under Fortinet's standard warranty requires an evaluation of the failed system by a Fortinet Technical Support specialist, and the issuance of a Technical Support RMA number. The Customer must ship the subject unit, pre-paid, to Fortinet. The RMA number must be clearly indicated on the box and shipping papers - failure to do so will result in delays. A repaired or replacement unit will be shipped via ground carrier at Fortinet's expense within 3 business days after receipt of the failed unit. A replacement unit may be a new or reconditioned unit of equivalent or better value. Replacement hardware for Fortinet distributors and resellers will be sent to the distributor or reseller, not the end customer.

Regional Variations – Outside of North America

Due to country-specific import and export regulations, customs and shipping authorization may take longer to obtain for some countries than for others. Advance Replacements will be shipped within 72 hours of issuing the RMA. Warranty Returns for customers outside of North America will be shipped within 5 business days after receipt of the failed unit. In Asia, distributors have the option of having a replacement unit shipped to them or receive a credit to their Fortinet account in lieu of a replacement unit. This option applies only in countries where there is no local Fortinet RMA center. If and when Fortinet institutes a local Fortinet RMA center in any such country, the foregoing return for full credit option shall no longer be available, and distributors shall instead utilize Fortinet's standard RMA process.

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About Fortinet

Fortinet is the pioneer and leading provider of ASIC-accelerated multi-threat security systems, which are used by enterprises and service providers to increase their security while reducing total operating costs. Fortinet solutions were built from the ground up to integrate multiple levels of security protection--including firewall, antivirus, intrusion prevention, Web content filtering, VPN, spyware prevention and antispam--providing customers a way to protect multiple threats as well as blended threats. Leveraging a custom ASIC and unified interface, Fortinet solutions offer advanced security functionality that scales from remote office to chassis-based solutions with integrated management and reporting. Fortinet solutions have won multiple awards around the world and are the only security products that are certified eight times over by the ICSA (firewall, antivirus, IPSec, SSL, IDS, client antivirus detection, cleaning and antispysware). Fortinet is privately held and based in Sunnyvale, California.

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CSS110-0107-R2

Fortinet Warranty Support Start Policy

Summary

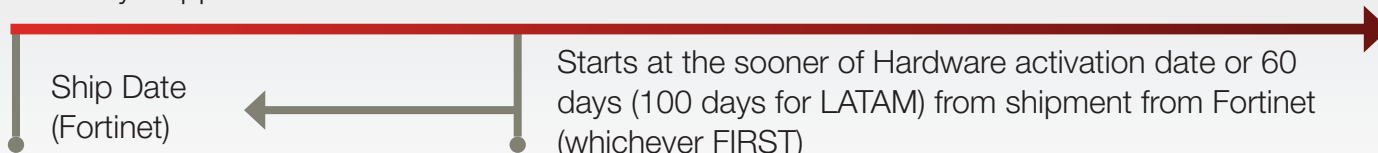
This document is intended to outline the policy that Fortinet has established for the activation date of warranty and support. Renewals of support contracts will start from the end of the previous support contract.

In Summary

- Product warranty and support starts at the EARLIER of the following events:
 - At time of registration
 - At first power up the appliance will connect with Fortinet and request updates
 - 60 days (100 days for LATAM) from shipment of product from Fortinet
- At initial power-up it is HIGHLY recommended that the customer follow the registration process to ensure timely updates and support.

Policy Requirements: North and South America

Warranty/Support



Warranty

Warranty/Support start is tied directly to the ship date or activation connection with Fortinet. Warranty is the base level of coverage on the hardware platform. Fortinet's warranty is included in its End User License Agreement.

Support

The start of support is tied to the timing of hardware shipment or activation, but a maximum of 60-day (100 days for LATAM) grace period is provided in North/South America. Support is considered “insurance” in many ways, meaning it is there in case something goes wrong, hence it is important that the support agreement starts around the time product is received and doesn't wait to start until an issue comes up.

Bundles

The start date for bundles will follow the warranty/support policy above.

Fortinet reserves the right to change its support policy from time to time in its discretion.



FortiCompanion to RMA Services

Consistent service and the reliability of your security infrastructure are critical to the business success of your organization. To address these requirements the FortiCare service portfolio provides a comprehensive set of programs with global coverage for technical services and security threat management.

The FortiCare Service portfolio includes a maintenance program for the replacement of defective hardware with a range of service levels. Preventing problems and recovering quickly are the aim of our services with upgrade options available across the portfolio for replacement of defective hardware.

The FortiCompanion handbooks aim to provide you with the information to understand and make best use of the Services available to you as a valued Customer. This guide is focused on our hardware replacement services. For a more detailed description you may also refer to the FortiCare Terms & Conditions available via the Support Portal.

FortiCare Hardware Support Definitions

The levels of hardware replacement available for Fortinet Products are outlined below.

Return & Replace

After Fortinet provides confirmation of a defect, the Customer ships the defective hardware at their expense to the depot indicated in the RMA Ticket. The defective hardware should be packed in its original box with a copy of the RMA form. A replacement will be shipped within 3 Business Days of receipt of the defective hardware.

Advanced Replacement – next Business Day Delivery

Fortinet ships a replacement to arrive the next business day if the defect is confirmed before 14.00pm (local Parts Depot time). The Customer will send back the defective hardware at their expense to the depot indicated in the RMA Ticket. The defective hardware should be packed in its original box with a copy of the RMA form. It should be returned within 30 days following receipt of the replacement, beyond that time, Fortinet reserves the right to invoice for product.

Dead on Arrival

An appliance is classified as D.O.A (Dead on Arrival) if the defect is reported within the first 30 days after product registration but no later than 120 days after the original shipment from Fortinet. All D.O.A requests are handled at the level of Advanced Replacement Next Business Day Delivery. The replacement hardware will be a new device. Fortinet will bear the shipping expenses for both the return of the defective unit and the shipment of the replacement unit.

Hardware Warranty

It is recommended to purchase FortiCare services for all appliances, in the event that you do not purchase a service contract, you will be covered by a limited hardware warranty service as defined in the End User License Agreement. <http://www.fortinet.com/doc/legal/EULA.pdf>

Premium & Secure RMA

For customers with critical environments higher levels of service are available within the Premium RMA portfolio; these levels are:

- Next Day Delivery
- 4 Hours On-Site Parts Delivery
- 4 Hours On-Site Engineer
- Secure RMA (Non-Return of Hardware)

Additional details are available in a later section.

Service Scope

Fortinet Appliance Anti-Tamper Seal

All Fortinet appliances include a tamper seal sticker to ensure that the device has not been compromised in any way. Breaking the seal under any circumstances will void your hardware service coverage and Fortinet will not accept liability for any damage that may occur.

Chassis & Modules Hardware Coverage

- Fortinet solutions include a range of Chassis products (example, FG-5140B) into which can be inserted blades (example the FG-5001C). Hardware replacement services for the chassis are enabled through the FortiCare Service Contract (8x5) or (24x7) which is active on the relevant blade. To create a ticket for replacement of any hardware component on the chassis i.e. shelf manager, power supply or fan tray you should therefore create a ticket against a blade.
- Fortinet modules (example, ASM-CE4) provide flexibility for physical network configurations as well as enhanced firewall performance. Hardware replacement services for a module are enabled through the FortiCare Service Contract (8x5) or (24x7) which is active on the relevant FortiGate product. To create a ticket for replacement of a module a ticket should be created against the FortiGate product into which the module is inserted.
- It is possible to purchase a Premium RMA service to cover either an individual module or a chassis should this service level be required, in which case an individual PRMA contract is required for each module.

The asset management interface within the Support Portal provides the capability to associate blades or modules with their corresponding chassis to facilitate tracking of the address and physical location.

Media Retention

For removable FRUs, an example is a hard disk in a FortiManager, the Fortinet TAC representative will specify in the RMA Ticket if the FRU is required to be returned.

Location Changes

Fortinet will provide hardware services for a product purchased by the Customer in one country and then installed in another (excepting embargoed countries). The regional RMA Parts Depot handles all tickets, which is closest to the product location. As a result it is recommended to associate an address with each appliance in the Support Portal both to track assets, but also to facilitate creation of hardware replacement tickets with the support teams.

Shipment Policy

All shipments are made DAP (Delivered At Place) whereby Fortinet pays the shipping cost and the Customer is responsible for the payment of all import clearance charges and duties. The replacement will be in the majority of cases a refurbished appliance of equivalent or better specification.

Hardware Lifecycle Policy

To ensure we provide innovative solutions to customers products are periodically discontinued. When this occurs an announcement including a transition plan is announced. The appliance then enters the end of life phase, during which, it is possible to purchase up to 60 months of support services. All information regarding end of life announcements is stored in the Support Portal together with the Hardware and Software Lifecycle Policy. It is recommended that all Customers ensure they are familiar with the process.

<https://support.fortinet.com/Information/ProductLifeCycle.aspx>

Service Availability

Hardware replacement services are delivered using regional and in-country depots to assure delivery times. Except for PRMA shipments each Fortinet Parts Depot respects in-country public holidays and will not make shipments on those days.

Delivery times are dependent upon a number of factors including the destination address within a country, and customs clearance times for international shipments. If you wish to know more information regarding our in-country depots please contact Customer Services (cs@fortinet.com).

Location of Regional Depots

Region	Central Depot
Americas	RMA Department, Fortinet Inc, 899 Kifer Road, Sunnyvale, CA 94086, U.S.A.
APAC	RMA Department Fortinet International Inc, Jvan An International Co. Ltd. Log, No. 2, Alley 43, Shingbang Road, 330 ROC, Taoyuan City, Taiwan
EMEA	RMA Department, Fortinet, 220 rue Albert Caquot, 06410 Sophia Antipolis, France

Global Availability of the Advanced Replacement Service

This table details in which countries the Advanced Replacement service is expected to take a business day to arrive in country to major cities. It should be noted that Return and Repair and Advanced Replacement services are available in countries not listed, however, the delivery time is expected to take more than a Business Day.

Region	Next Business Day Delivery
North America & Caribbean	Canada, U.S.A
South America	Brazil, Columbia, Mexico
APAC	Australia, China, India, Indonesia, Japan, Hong Kong, Malaysia, New Zealand, Singapore, South Korea, Sri Lanka, Taiwan, Thailand
EMEA, Western Europe	Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom
EMEA, Eastern Europe & Russia	Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia, Turkey
EMEA, Africa, Middle-East	Egypt, Israel, Pakistan, Saudi Arabia, South Africa, United Arab Emirates

Prohibited Territories

FortiCare Services are not provided in prohibited territories this includes Cuba, Iran, North Korea, Sudan, and Syria. If in any doubt, refer to the Global Trade Compliance team:

http://www.fortinet.com/aboutus/global_trade_compliance.html

Customs Clearance, Importation Duties & Licenses

Hardware replacements are shipped to the Customer with incoterm DAP (Delivery At Place) using a Fortinet carrier, with the freight prepaid, excluding any import duties, taxes or other fees

Fortinet is not responsible for customs clearance, import duties or licenses for international shipments. For those locations where Fortinet has no regional Parts Depot (please refer to the Next Business Day Delivery table) an international shipment of the hardware will be required. All international shipments generate customs and duty payment obligations both for the receipt and return shipment of defective hardware.

When making a return international shipment of the defective product to Fortinet it is important to declare to the relevant authorities, certain information such as a short product description, the ECCN and HTS codes, as well as the value of the defective material. The required information is outlined in the document "Return Proforma Invoice" which can be downloaded from the RMA Form (which is contained in each RMA ticket). For additional information on custom's clearance please contact Customer Services (cs@fortinet.com).

The 'encryption' aspect of many Fortinet appliances may require special importation licenses in certain locations. The Customer should ensure such licenses are available prior to shipment in order to avoid delays or confiscation of the products.

Requesting replacement hardware

Hardware Quick Inspection Package (HQIP)

To verify a hardware failure you will be requested by Technical Support to use HQIP a dedicated firmware image that verifies the CPU, memory, compact flash, hard disk and PCI devices (NIC/ASIC). For more details on the HQIP process please consult our Knowledge Base

<http://kb.fortinet.com/kb/microsites/microsite.do?cmd=displayKC&docType=kc&externalId=FD34745>

RMA Ticket

Once you have confirmed the failure and wish to open an RMA ticket please ensure you have the following information available:

- Serial number
- Description of the defect
- Shipping information
(Note: this is available on ticket creation if you have associated an address with the appliance in the Support Portal. To add an address select the appliance serial number and choose Location)
- Steps taken to confirm that the hardware is faulty including the output of any HQIP testing

On confirmation of the hardware defect, Fortinet will ship a replacement product within the timescales appropriate for the level of service entitlement.

It is not possible to request the FortiOS version, which will be installed on the replacement unit.

Service Entitlement Transfer

Once you have received and installed the replacement hardware you must transfer service entitlements (FortiCare Technical Support and/or FortiGuard Security Services) via the Support Portal. This option is available by selecting the defective appliance serial number and selecting RMA Transfer. The automated activation of FortiGuard Services after a license transfer may take up to 4 hours.

You may view the status of your RMA ticket at all times by logging into the Support Portal.

RMA Ticket Status & Definitions

RMA Activity	Support Portal Ticket Status	Definition
Pending Approval	Registered	New RMA request
Approved, Waiting Unit	AwDefUnit	FortiCare 8x5 Awaiting defective unit to be returned to initiate new product shipment
Approved, Pending Shipment	In Progress	RMA team is in the process of preparing and arranging the shipment of product
Waiting Defective	RMAReturnPend	FortiCare 24x7 Awaiting defective unit to be returned by the Customer

Handling Procedure for Returned Product

All devices, which are returned to Fortinet, are subjected to the following procedure:

- Verification of the failure - if the failure is confirmed the appliance is sent for repair
- If no fault is found the appliance is verified physically and for any item which may reference the previous customer (if found these are removed)
- The appliance is reset to factory defaults and the configuration erased

On-site Spares

If you use on-site cold spares you need to ensure the following procedure:

- Spares stock must not be registered in the Support Portal.
- Upon an incident log an RMA ticket against the defective hardware with active services. This is required to a) obtain replacement product and b) ensure a transfer of licenses from the defective to replacement hardware.
- On approval of the RMA ticket the licenses may be transferred to the serial number of the on-site spare via the Support Portal (Product Information/Registration/RMA transfer).
- The replacement device once received should be stocked until a failure occurs.

Secure RMA

The Secure RMA service is designed for customers with strict requirements for protection of data within their physical environment. FortiGate appliances in general store configuration information on solid-state media which are not field replaceable as a result it is not possible to remove these items without invalidating warranty. If a customer with a FortiGate wishes to erase configuration information, they may use the 'Secure Erase' command '*execute erase-disk*' which will perform random and multiple overwrites of the disk.

The Secure RMA service allows for the non-return of the defective hardware and therefore the protection of all data stored on the appliance within the customer's location. The service is available as an add-on to any level of RMA replacement service.

As part of the RMA Ticket procedure the customer will be requested to complete an "RMA Release of Liability" form confirming that the unit will be destroyed which should take place before shipment of the replacement product.

Premium RMA

The Premium RMA service is designed for customers who require replacement hardware on-site within a given timeframe. The Service is uniquely delivered by telephone using dedicated parts strategically located to assure the service level agreement.

Service Options

There are three services levels available:

- 4 Hour On-Site Engineer (4HR-OSE); A replacement part will be delivered on site by a courier service. An engineer will arrive, rack and cable the appliance, and leave with the defective part if requested.
- 4 Hour On-site Parts Delivery (4HR); A replacement part will be delivered on site by a courier service.
- Next Day Delivery (NDD); A replacement part will be delivered by courier service and arrive on the next day.

Service Coverage

For detailed information on geographical coverage please refer to:

http://www.fortinet.com/support/forticare_support/premium_rma.html

If the town or location where you require the service is not listed, please contact Customer Service (cs@fortinet.com) and provide the full site address including the postcode.

Service Contract Information

There are two service contracts available based on a combination of FortiCare and FortiGuard services.

1. Service package including Technical Support 24x7 combined with a PRMA service.
Example: 4 hour OSE and a FG-1240B (FC-10-01240-254-02-12)
Individual pricing is available via the Fortinet Pricelist Tab (P-RMA).
2. Service package including Technical Support 24x7, FortiGuard Services combined with a PRMA Service:
Example: 4 hour OSE and a FG-1240B (FC-10-01240-264-02-12)
Individual pricing is available via the Fortinet Pricelist Tab (P-RMA Bundle Contract).

It should be noted that it is not possible:

- To purchase the above Premium RMA service contracts in combination with a FortiGate Hardware Bundle, as the hardware bundle contains embedded Technical Support & FortiGuard services. If you require Premium RMA services in combination with a hardware bundle you should contact your Sales channel for assistance.
- To upgrade the service level of an existing appliance to a Premium RMA service if the hardware is in the end of life phase.

Service Scope

A PRMA contract is required for each Fortinet product for which the service is required, so for example;

- If you have a FG-3140 with modules installed you need to purchase a PRMA contract for the FG-3140 and each of the modules for which the service level is required.
- If you have a FG-5140 chassis you will need to purchase a PRMA contract to cover the chassis.

Service Setup Phase

The Service includes a setup phase during which the Customer's address details are verified to assure the capability to provide the replacement within the service level purchased. This may involve provisioning of a local Parts Depot. The progression of the service activation is visible via the Support Portal and within 30 days or less the service will be operational.

Location Changes

It is possible to change the location of an appliance by contacting Customer Services, however, this is subject to service availability at the new address. A 30-day setup period may be applicable to a change of location.

Reference: 880113-1.15

25th February 2015

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THIN CLIENT

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10ZiG Thin Client 3-Year Advance Exchange Warranty

Product Warranties

10ZiG Technology Warranty Statement

Complete information regarding 10ZiGs warranties is listed below.

* Duration of Warranty

* Technical Support

* Warranty Claim Procedures and Requirements

* DISCLAIMERS

10ZiG Technology, ("10ZiG") warrants to the original end user customer of its products specified below that its products are free from defects in material and workmanship. Subject to the conditions and limitations set forth below, 10ZiG will, at its option, either repair or replace any part of its products that prove defective by reason of improper workmanship or materials. Repaired parts or replacement products will be provided by 10ZiG on an exchange basis, and will be either new or refurbished to be functionally equivalent to new. If 10ZiG is unable to repair or replace the product, it will refund the current value of the product at the time the warranty claim is made.

This limited warranty does not cover any damage to this product that results from improper installation, accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as second-hand or has been resold contrary to the US export regulations.

This warranty covers only repair, replacement or refund for defective 10ZiG products, as provided above. 10ZiG is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing 10ZiG products. This warranty excludes 3rd party software, connected equipment or stored data. In the event of a claim, 10ZiG's sole obligation shall be replacement of the hardware.

Duration of Warranty

3-Year Advance Exchange:

The following 10ZiG products are covered by the 3-year Advance Exchange Warranty:

10ZiG Traditional Logic Units including 5400 Series, 5600 Series, 6000 Series, V-Series and V9000

1-Year Return to Depot:

The following 10ZiG products are covered by this warranty for a period of one year from the date of original purchase: 10ZiG Wireless Tablets and 10ZiG All-in-Ones

Contact us about products not listed in the warranty or if you have questions.

This warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product. This limited warranty is non-transferable.

Technical Support

If you experience difficulty during the installation or subsequent use of a 10ZiG product, you may contact 10ZiG's Technical Support department prior to servicing your system.

10ZiG Technical Support can be reached at +1 (866) 864-5250 or by email at support@10zig.com.

Warranty Claim Procedures and Requirements

To obtain warranty service, you may return a defective product to 10ZiG. Include product identification information, including model number and serial number (if applicable) with a detailed description of the problem you are experiencing. You must also include proof of the date of original retail purchase as evidence that the product is within the applicable warranty period.

Once you have obtained an RMA number from 10ZiG, you must, within thirty (30) days, send the product freight-prepaid and insured to 10ZiG Technologies, 23309 N. 17th Dr. #100, Phoenix, AZ 85027. RMA numbers are only valid for 30 days and will become void after that date. Products shipped to 10ZiG must be properly packaged to prevent damage in transit. Customers are responsible for filing any and all claims with the carrier they use to return RMA's to 10ZiG Technology, and it is recommended that product be insured for full value in order to avoid any potential exposure if product is lost or damaged while in transit. You must include the 10ZiG RMA number prominently displayed on the outside of your package. If you send your product to 10ZiG without the RMA number prominently displayed on the outside of the package, it will be returned to you unopened.

Please note - special orders placed by customers are not returnable.

Restock fees of 10% or greater may be applied to open box (non-defective) returns. If a restock fee applies, a Customer Service Representative will notify the customer at the time the RMA is issued.

For faster RMA authorizations, please communicate the following to Customer Service:

- Proof of Purchase (Invoice Number)
- Customer Contact including name, phone number and e-mail address
- Product description and part number

RESOURCES

BUSINESS SOLUTIONS

SOFTWARE DOWNLOADS

■ 10ZiG MANAGER

■ THIN DESKTOP

■ 2X SOFTWARE

■ BLUE ZONE

■ AQUA CONNECT



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August 17, 2010
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10ZiG Integrates New Quest vWorkspace Connector For Linux On Thin Clients

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- Serial Number if applicable
- Quantity to be returned
- Product condition
- Reason for return

Repaired or replacement product will continue to be covered by this limited warranty for the remainder of the original warranty.

Disclaimers

THE FOREGOING IS THE COMPLETE WARRANTY FOR 10ZIG PRODUCTS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO 10ZIG PRODUCTS AND 10ZIG EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET FORTH ABOVE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

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THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

WITH REGARDS TO CITIZENS OF COUNTRIES THAT ARE MEMBERS OF THE EUROPEAN UNION, IF THIS PRODUCT IS PURCHASED BY A CONSUMER AND NOT IN THE COURSE OF A BUSINESS, THIS WARRANTY SHALL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. THIS DISCLAIMER DOES NOT PURPORT TO LIMIT OR EXCLUDE 10ZIG'S LIABILITY FOR DEATH OR INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

[Contact us](#) at 866-865-5250 or info@10ZiG.com for a free 30-day trial or for more information.