

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

**SIN 132-32 - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers: Application Software

**SIN 132-33 - PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers: Application Software

**SIN 132-34 - MAINTENANCE OF SOFTWARE**

**SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)**

**SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

FPDS Code D302 IT Systems Development Services  
FPDS Code D306 IT Systems Analysis Services  
FPDS Code D307 Automated Information Systems Design and Integration Services  
FPDS Code D308 Programming Services  
FPDS Code D311 IT Data Conversion Services

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Contract Number: GS-35F-0368U

Period Covered by Contract: April 14, 2008 through April 23, 2013

General Services Administration  
Federal Supply Service

Pricelist current through Modification # \_\_\_\_\_, dated \_\_\_\_\_.

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

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**1. INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

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

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

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

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

**1. GEOGRAPHIC SCOPE OF CONTRACT:**

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

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**2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

**916-294-2100**

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

**3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule  
Block 16: Data Universal Numbering System (DUNS) Number: **837326875**  
Block 30: Type of Contractor – **Large business**

C. Large Business

Block 31: Woman-Owned Small Business - **No**  
Block 36: Contractor's Taxpayer Identification Number (TIN): **68-0356310**

- 4a. CAGE Code: **1YK58**
- 4b. Contractor has registered with the Central Contractor Registration Database.

**5. FOB DESTINATION**

**6. DELIVERY SCHEDULE**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>  132-32  </u>	<u>  5-9  </u> Days
<u>  132-33  </u>	<u>  5-9  </u> Days

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

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

- a. Prompt Payment:   N/A   % -      days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity  
**SIN 132-32: 20% - 30% volume discount (with discount varying by number of units purchased)**  
**SIN 132-33: 20% - 30% volume discount (with discount varying by product and the number of units purchased)**
- c. Dollar Volume   N/A
- d. Government Educational Institutions - **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other – **None**

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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

**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is **\$100**.

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

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-32 - Term Software Licenses  
Special Item Number 132-33 - Perpetual Software Licenses  
Special Item Number 132-34 – Maintenance of Software  
Special Item Number 132-51 - Information Technology (IT) Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

**12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

**13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

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

**13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

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

**13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):**

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

obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### **14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

**15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

**16. GSA ADVANTAGE!**

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

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

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

**17. PURCHASE OF OPEN MARKET ITEMS**

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

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

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

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

**19. OVERSEAS ACTIVITIES**

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

**Not applicable**

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

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

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

**23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

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The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

**24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

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

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

(b) The following statement:

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

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

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

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

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

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

**26. SOFTWARE INTEROPERABILITY.**

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

Components	Standard	Standards Organization	Standards Website
Proliance User Interface, Prolog Website User Interface	HTTP – Hypertext Transfer Protocol	W3C (World Wide Web Consortium)	<a href="http://www.w3.org/Protocols/">http://www.w3.org/Protocols/</a>
Proliance Gateway Web Services	SOAP	W3C (World Wide Web Consortium)	<a href="http://www.w3.org/TR/soap/">http://www.w3.org/TR/soap/</a>

**27. ADVANCE PAYMENTS**

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

## 2. TERMS AND CONDITIONS

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

#### 1. INSPECTION/ACCEPTANCE

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

#### 2. GUARANTEE/WARRANTY

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

#### **End User License Agreement**

NOTICE TO END USER: CAREFULLY READ THE FOLLOWING LEGAL AGREEMENT. USE OF THE SOFTWARE PROVIDED WITH THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROMPTLY RETURN THE SOFTWARE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND CONTAINERS) TO THE LOCATION WHERE YOU OBTAINED THEM FOR A FULL REFUND.

1. **License.** The term "Software" includes all Meridian Project Systems, Inc. ("MPS") and third party ("Supplier") software provided with this license, and includes any accompanying documentation (the "Documentation"). The term "Software" also includes any updates of the Software provided to you by MPS at its option. Subject to the terms of this agreement, MPS grants to you, and you accept, a personal, non-exclusive, and nontransferable (except as set forth below) license to use the object code version of the Software in accordance with the Documentation. You may use the Software only on a single central processing unit ("CPU") at a time, except that the Software may be executed from a common disk shared by multiple CPUs provided that only a single CPU is executing the Software at any given instant. You may make two (2) copies of the Software for backup or archival purposes only, so long as MPS' and its Suppliers' copyright notices are reproduced on such copies.
2. **Limitations on Use.**
  - a. You may not copy, rent, lease, sell, sublicense, assign, loan, time-share or otherwise transfer or distribute copies of the Software or the Documentation, except as expressly set forth in Section 1 ("License"). You may physically transfer the Software from one computer to another provided that you do not retain any copies of the Software, including any copies stored on a computer. You may permanently transfer this license to another user, but only if you transfer or destroy all copies of the Software, and the recipient agrees in writing to be bound by all of the terms of this agreement.
  - b. You agree that you will not decompile, disassemble, or otherwise reverse engineer the Software, and you will use your best efforts to prevent your employees and contractors from doing so, except to the extent that such restriction is expressly prohibited by applicable law. You may not modify, adapt, create a derivative work, merge, or translate the Software without the prior written consent of MPS.

- c. Specific Suppliers may be identified in the Documentation. You agree to any additional terms and conditions specific to particular Suppliers, as described in the Documentation, which are incorporated herein by reference.
3. **Intellectual Property Rights.** You acknowledge that MPS or its Suppliers retain exclusive ownership of all copyrights, trademarks, patents and/or other intellectual property rights in and to the Software. You are not granted any rights in the Software other than the license rights expressly set forth in Section 1 ("License").
4. **Term and Termination.** The term of this license is for the duration of any copyright in the Software. This license automatically terminates if you fail to comply with any of the terms and conditions of this agreement. You agree that, upon such termination, you will either destroy (or permanently erase) all copies of the Software, or return the original Software to MPS. You may terminate this license at any time by destroying the Software and any permitted copies.
5. **Limited Warranty and Limited Remedy.** MPS warrants to the original end user purchaser only that the Software as delivered at the time of purchase will substantially conform to the Documentation, and that the original media and Documentation are free from defects in material and workmanship under normal use, for a period of ninety (90) days from the original end user's purchase thereof (the "Limited Warranty Period"), provided the Software is used in accordance with the Documentation and with compatible computer hardware and operating systems. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. MPS' entire liability, and your sole and exclusive remedy shall be, at MPS' option, either to (a) correct or help you work around or avoid a reproducible Error, (b) replace defective media or Documentation or (c) authorize a refund, so long as the Software is returned with a copy of your receipt within ninety (90) days of your date of purchase together with a brief written statement describing the alleged Error. An "Error" is a defect in the Software that causes it not to perform substantially in accordance with the limited warranty set forth above. Any replacement Software will be warranted for the remainder of the original warranty period only.
6. **No Liability of Suppliers.** You acknowledge that your rights under this Agreement, in the nature of warranty or otherwise, are solely against MPS. NO SUPPLIER MAKES ANY WARRANTY, ASSUMES ANY LIABILITY, OR UNDERTAKES TO FURNISH TO YOU ANY SUPPORT OR INFORMATION CONCERNING THE SOFTWARE OR ANY PORTION OF THE SOFTWARE. You hereby release all Suppliers from any claims, damages or losses arising from the use of the Software, regardless of the form of action.
7. **Disclaimer of Warranties.** EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND. ALL OTHER WARRANTIES ARE DISCLAIMED, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE'S FUNCTIONS WILL MEET YOUR REQUIREMENTS OR THAT ITS OPERATION WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS SET FORTH IN THIS AGREEMENT, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. If a disclaimer of implied warranties is not permitted by law, the duration of any such implied warranty is limited to ninety (90) days from the date of purchase by the original end user purchaser. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.
8. **Liability Exclusions and Limitations.** IN NO EVENT SHALL MPS OR ANY SUPPLIER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS, LOSS OF USE OR INTERRUPTION OF BUSINESS), OR FOR LEGAL FEES, ARISING OUT OF THE USE OF THE SOFTWARE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF MPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL MPS' AGGREGATE LIABILITY HEREUNDER EXCEED THE LICENSE FEE PAID BY YOU. This limitation shall apply notwithstanding any failure or inability to provide the limited remedies set forth above. Some jurisdictions do not allow the

exclusion or limitation of incidental or consequential damages, so the above limitation(s) or exclusion(s) may not apply to you.

9. **Proprietary Rights-Contracts with Certain U.S. Government Agencies.** If the Software is acquired under the terms of a Department of Defense or civilian agency contract, the Software is “commercial item” as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) of the DoD FAR Supplement and its successors. All U.S. Government end users acquire the Software with only those rights set forth in this agreement.
10. **Export Restrictions.** You acknowledge that the laws and regulations of the United States restrict the export and re-export of certain commodities and technical data of United States origin, including the Software, in any medium. You agree that you will not knowingly, without prior authorization if required, export or re-export the Software in any medium without the appropriate United States and foreign government licenses.
11. **Severability.** You acknowledge and agree that each provision of this agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is part of the consideration of this agreement. Invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions of this Agreement.
12. **General.** This Agreement is the entire agreement between you and MPS relative to the Software, and supersedes all prior written statements, proposals or agreements relative to its subject matter. It may be modified only by a writing executed by an authorized representative of MPS. No MPS dealer or sales representative is authorized to make any modifications, extensions or additions to this agreement. This Agreement is governed by the laws of the State of California without application of its conflicts of law principles. The Superior Court of Sacramento County and/or the United States District Court for the Eastern District of California shall have jurisdiction and venue over all controversies in connection herewith. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.
  - b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
  - c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

## MASTER SOFTWARE LICENSE / HOSTING AND ACCESS AGREEMENT

THIS MASTER SOFTWARE LICENSE/HOSTING AND ACCESS AGREEMENT (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 200\_ (“**Effective Date**”) by and between, Meridian Project Systems, a California corporation doing business as Meridian Systems with a principal place of business at 1720 Prairie City Road, Suite 120, Folsom, California 95630 (“**Meridian**”), and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“**Licensee**”).

### RECITALS

- A. WHEREAS, Meridian provides certain hosted software applications which are accessible via the Internet, and also provides software licenses as to certain software applications for a licensee’s site.
- B. WHEREAS, Meridian desires to grant Licensee either a non-exclusive right of access to execute Meridian On Demand as described herein over the Internet, and a non-exclusive license to execute Meridian Self-Hosted Software described herein at Licensee’s Site, upon the terms and conditions set forth in this Agreement.
- C. WHEREAS, Licensee desires to obtain both of the rights set forth in Recital B, above, under the terms and conditions of this Agreement and retain Meridian to provide the related services described herein.

WHEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

### AGREEMENT

#### 1. Definitions.

1.1 “**Hosted User**” shall mean Licensee or Licensee’s employee, consultant, or independent contractor who has received a valid password from the Corporate Administrator to access Meridian On Demand. Licensee shall be entitled to the number of Hosted Users set forth on Exhibit A (Fees, Services, and Software) provided that for each individual using Meridian On Demand a separate and valid license for each such individual has been purchased.

1.2 “**Self-Hosted User**” shall mean Licensee or Licensee’s employee, consultant, or independent contractor who has received a valid Site Key from Meridian provided that for each individual using the Meridian Self-Hosted Software a separate and valid license for each such individual has been purchased.

1.3 “**Authorized User**” shall mean a collective reference to Self-Hosted Users and Hosted Users.

1.4 “**Corporate Administrator**” shall have the meaning assigned to it in Section 5.5 (Corporate Administrator).

1.5 “**Documentation**” shall mean the documentation for Meridian Self-Hosted Software and/or Meridian On Demand which Meridian distributes to Authorized Users in the usual course of its business.

1.6 “**Error**” shall mean a reproducible defect in Meridian Self-Hosted Software and/or Meridian On Demand that causes the application not to function substantially in conformance with the Documentation.

1.7 **“Meridian On Demand”** shall mean Meridian’s software applications known as Proliance or Prolog made available over the Internet by Meridian through ProjectTalk, Prolog – Managed Host, Proliance ASP, or Proliance – Managed Host, in object code form only.

1.8 **“Host Site”** shall mean an Internet address which is the location on the World Wide Web from which Authorized Users may access Meridian On Demand as provided in this Agreement.

1.9 **“Hosted User Information”** shall refer to personally identifying information, such as the user’s name, provided by Hosted Users to Meridian On Demand. Hosted User Information shall not mean or be interpreted to be Project Content.

1.10 **“Intellectual Property Rights”** shall mean any and all (by whatever name or term known or designated) tangible and intangible and now known or hereafter existing throughout the universe (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patents, design rights, and other industrial property rights, (e) all registrations, applications (including continuations, continuations-in-part, and divisions thereof), renewals, extensions, reissues and re-examinations thereof now or hereafter in force (including all rights in any of the foregoing), and (f) all other intellectual and industrial property rights (of every kind and nature and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise.

1.11 **“Meridian Self-Hosted Software”** shall mean Meridian’s software application known as Prolog or Proliance, in object code form only.

1.12 **“Meridian Content”** shall mean proprietary information, materials, databases and other content owned by or licensed to Meridian, whether or not proprietary, which are made available to each Self-Hosted User through Meridian Self-Hosted Software or to each Hosted User through Meridian On Demand.

1.13 **“Project Content”** shall mean any content originally provided by Licensee or an Authorized User to Meridian On Demand or Meridian Self-Hosted Software in the course of its normal use and operation. Project Content does not include Hosted User Information.

1.14 **“Site”** shall mean a collective reference to the physical location(s) designated by Licensee for the installation and operation of Meridian Self-Hosted Software.

1.15 **“Site Key”** shall mean a code provided by Meridian to Self-Hosted Users which enables such Self-Hosted Users to install and utilize Meridian Self-Hosted Software.

1.16 **“Updates”** shall mean any updates, revisions, bug fixes or the like with respect to Meridian Self-Hosted Software which are provided by Meridian to licensees who are entitled to receive maintenance services pursuant to the terms and conditions set forth in Exhibit B (Support Agreement).

1.17 **“Upgrades”** shall mean new versions of Meridian Self-Hosted Software which would typically contain new functionality or features and that are offered commercially for a separate charge.

## 2. Licensee Rights and Obligations as to Meridian Self-Hosted Software.

2.1 Grant to Licensee. Subject to the terms and conditions of this Agreement, Meridian grants to Licensee a non-exclusive, non-transferable and non-assignable license for Self-Hosted Users solely to (i) access and execute Meridian Self-Hosted Software only using a Site Key, and only for Licensee’s internal business operations at the Site; and (ii) input, upload, download and modify the Meridian Content available through Meridian Self-Hosted Software in connection with the normal course of the operation of Meridian Self-Hosted Software. This license does not include the right to grant sublicenses or to make derivative works of Meridian Self-Hosted Software.

2.2 Documentation. The Documentation for Meridian Self-Hosted Software shall be made available to Licensee with Meridian Self-Hosted Software. Additional copies of such Documentation are available in electronic form on Meridian's website on the Internet. Each Meridian On Demand User may download and print such Documentation solely for such user's licensed use.

2.3 Training. Licensee may purchase Meridian Self-Hosted Software training for the minimum of Self-Hosted Users set forth on Exhibit A (Fees, Services and Software). The training may take place at Licensee's principal place of business. Licensee shall pay Meridian the training fees set forth in Exhibit A (Fees, Services and Software) hereto as well as the reasonable travel and lodging expenses for Meridian's training personnel.

2.4 Support and Maintenance. Subject to Licensee's payment of the support and maintenance fees set forth in Exhibit A (Fees, Services and Software), Meridian will provide the support services specified in Exhibit B (Support Agreement).

### 3. Installation of Meridian Self-Hosted Software.

3.1 Installation. Where installation is included in Exhibit A (Fees, Services and Software), Meridian or its designees shall install Meridian Self-Hosted Software on the computer(s) at the Site at a mutually agreeable time following execution of this Agreement. Licensee shall assist Meridian or its designee in the installation of Meridian Self-Hosted Software on the computer(s) designated by Licensee.

3.2 Onsite Access. At no cost to Meridian, Licensee shall provide Meridian and its designees with: (i) adequate access to Licensee's facilities to perform all work required under this Agreement; (ii) all necessary safety training regarding Licensee's facilities, (iii) reasonable onsite facilities, including secure storage space, a designated work area with adequate facilities, and access to any needed telephone lines, communications facilities or other equipment; and (iv) remote telephone access to Licensee's network so that Meridian may perform diagnostics or installations from Meridian's facilities, so long as Meridian complies with Licensee's security requirements. For so long as an Meridian representative is onsite, Licensee shall make available a designated employee to assist Meridian in the performance of the services described above.

### 4. Licensee Rights And Obligations as to Meridian On Demand.

4.1 Grant to Licensee. Subject to the terms and conditions of this Agreement, Meridian grants to Licensee a worldwide, non-exclusive, non-transferable right to permit Hosted Users to (i) access and use Meridian On Demand from the Host Site, only using a password and only for Licensee's internal business purposes; (ii) access Meridian On Demand and the Meridian Content as both are located on Meridian's server; (iii) establish, maintain, administer and modify the Project Content; and (iv) use Meridian On Demand and its User Documentation for the internal education and training of Hosted Users.

4.2 Grant to Meridian. Subject to the terms and conditions of this Agreement, Licensee hereby grants Meridian, a non-exclusive, non-transferable, royalty free license to reproduce, display and use the Project Content for Meridian to fulfill its duties hereunder. Except as provided in this Section 4.2, Licensee shall at all times retain whatever ownership rights Licensee has in the Project Content, including, without limitation, Intellectual Property Rights.

#### 4.3 Use Administration.

4.3.1 Corporate Administrator. Promptly after the Effective Date, Licensee shall designate employees to serve as the Corporate Administrator(s) ("**Corporate Administrator**") for Licensee. Each Corporate Administrator shall be considered a Hosted User and shall be responsible for adding and removing individuals as Hosted Users, administering security profiles of Hosted Users, and inputting data to Meridian On Demand regarding the Hosted Users. Licensee warrants and represents that each Hosted User will be assigned a unique password, and that no password will be shared or otherwise utilized by two (2) or more individuals at any time.

4.3.2 Master Corporate Administrator. Promptly after the Effective Date, Licensee shall designate an employee to serve as the Master Corporate Administrator(s) (the “**Master Corporate Administrator**”) for Licensee. The Master Corporate Administrator shall be considered a Hosted User and shall have all of the functions of a Corporate Administrator plus the additional ability to appoint Corporate Administrators. Once appointed by Licensee, only the Master Corporate Administrator may appoint Corporate Administrators.

4.4 Nature of Project Content and of Hosted User Information. In the course of registration with the Host Site, Hosted Users, shall upload Hosted User Information to the Host Site. Licensee warrants, on behalf of itself and its Hosted Users, that it shall provide any Hosted User Information to the Host Site which is libelous, disparaging, threatening or otherwise illegal (collectively, “**Offensive Information**”). In the course of operation of Meridian On Demand, Licensee, through its Hosted Users, shall also have the ability to upload, manipulate and remove Project Content to and from Meridian On Demand. Licensee warrants that no Authorized User will provide any Project Content to Meridian On Demand which is Offensive Information. If Meridian has reasonable grounds to suspect the presence of any Offensive Information, Meridian shall have the right, without any liability to Licensee, to suspend or terminate the offending Authorized User’s account and remove the Offensive Information from the Host Site. Should Meridian suspend or terminate an Authorized User’s account or remove any Offensive Information from the Host Site, Meridian will make reasonable efforts to notify Licensee in a timely fashion. Licensee represents and warrants that any Project Content provided in electronic form by an Authorized User will not contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming defects which are intended to damage a user’s system or data.

4.5 Compliance with Law. Recognizing the global nature of the Internet, Licensee agrees to comply with all local rules regarding online conduct and acceptable Project Content and Hosted User Information. Licensee agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which Licensee resides. In addition, Licensee shall be solely responsible for the Project Content’s compliance with all federal, state and local laws, statutes, regulations, rules and ordinances of every country.

4.6 Use of Hosted User Information. Licensee, on behalf of itself and its Authorized Users grant Meridian a worldwide, royalty-free, non-exclusive, license to reproduce, internally or externally distribute, publicly display, create derivative works of and publish the Hosted User Information solely for the purpose of operating, maintaining, managing, and hosting the Host Site to enable Licensee’s Hosted Users’ access. Meridian may use Licensee’s name on any Licensee list or other materials identifying Licensee as a Licensee of Meridian subject to prior review and written approval by Licensee, which consent shall not be unreasonably withheld, conditioned or delayed. Except as provided in this Agreement, Licensee shall have and retain all rights, title and interest in and to all of the Hosted User Information.

4.7 Optional Services. Licensee acknowledges that in addition to the features and functionality of Meridian On Demand available to Licensee as of the Effective Date, Licensee may request to use additional features and/or functionalities of Meridian On Demand (collectively, the “**Optional Services**”). The Optional Services may be provided for an additional fee. If the Licensee or its Hosted User elects to access an Optional Service, Licensee shall be responsible for the fee for such Optional Service. Licensee or its Hosted Users will be notified via a dialog box when they are about to access an area of Meridian On Demand which provides an Optional Service.

4.8 Operating Instructions. Copies of the Documentation are available in electronic form on the Host Site. Each Hosted User may download and print the Documentation solely for such Hosted User’s licensed use. A Hosted User may not reproduce, modify or distribute the Documentation or any adaptations, transcriptions, or any other portion thereof, merged or otherwise. Licensee agrees to be responsible for ensuring that each Hosted User complies with the Documentation.

4.9 Passwords. Licensee shall receive a password to distribute to each Hosted User. Licensee acknowledges and agrees that Licensee is solely responsible for maintaining the confidentiality of its passwords and account information, and agrees to notify Meridian if Licensee discovers that the password is lost, stolen or disclosed to an unauthorized third party, or otherwise may have been compromised. Licensee shall be

entirely responsible for any and all activities which occur through the use of Licensee's passwords, including any fees which may be incurred, whether or not Licensee or its Hosted Users are the entity or individuals undertaking such activities.

5. Professional Services.

5.1 Initial Consulting. After the Effective Date, Meridian may perform mutually agreed upon configuration or customization services (the "**Professional Services**") and provide certain deliverables (the "**Deliverables**") to Licensee. Any initial Professional Services and Deliverables shall be provided to Licensee pursuant to Exhibit A (Fees, Services, and Software).

5.1.1 Additional Consulting. Subject to the terms of this Agreement, from time to time, the parties may mutually agree upon additional Professional Services and Deliverables to be provided to Licensee by Meridian.

5.1.2 Training. Licensee may purchase Application training for Authorized Users as set forth on Exhibit A (Fees, Services, and Software).

5.1.3 Time of Performance. On-site consulting activities are scheduled between 8:00 a.m. and 5:00 p.m., however time must be allotted within these business hours for setup before and wrap-up after consulting meetings. Work beyond these hours will be billed at a rate of \$200/hour. Licensee agrees to provide Meridian with timely access to resource information and staff members as necessary and appropriate for Meridian to perform the Professional Services and provide the Deliverables.

5.1.4 Cancellation and Rescheduling. Licensee's cancellation or rescheduling of any work less than fourteen (14) days prior to the dates agreed upon shall be subject to a fee equal to all incurred costs. Such incurred costs shall be reduced to the extent the resources acquired can be reasonably used to the benefit of another customer of Meridian within the originally allocated time for the subject Professional Services. No refunds of Service fees are provided upon cancellation or rescheduling of Professional Services, Licensee shall be issued a credit towards the purchase of future Professional Services.

5.1.5 Acceptance of Professional Services and Deliverables. Exhibit A (Fees, Professional Services, and Software) and any subsequent Professional Services agreement shall either be performed on a time and materials basis or, where appropriate, provide acceptance criteria for the applicable Professional Services and Deliverables.

5.1.6 Liability. In addition to any liability limitations provided elsewhere in this Agreement, if Meridian is unable to perform the Professional Services, Licensee shall be limited in its damages to a refund of the money paid for the unperformed Professional Services. Licensee expressly agrees that neither Meridian nor its personnel shall be liable to the Licensee for any loss, liability, damage, cost or expense of Licensee (including lost profit or any other direct, indirect or consequential damages) resulting from, or attributable to, performance of the Professional Services or the Deliverables.

5.1.7 Title. Unless otherwise specified in an individual Professional Services Agreement, Meridian shall own all right title and interest, including without limitation, Intellectual Property Rights, in and to the Deliverables resulting from the Professional Services. In the event Licensee acquires any rights, title or interest in or to the Deliverables, Licensee hereby assigns and agrees to assign all such right, title or interest to Meridian. Meridian grants Licensee a non-transferable license to use the Deliverables of the same scope as the license granted for the Software to which the Deliverables are related (e.g. Meridian Self-Hosted Software or Meridian On Demand) pursuant to the terms of this Agreement for the Term.

6. Proprietary Rights; Restrictions; Enhancements; Future Product; Extensions.

6.1 Proprietary Rights. Excepting only the licenses granted in Sections 2.1 ("Grant to Licensee") and/or 4.1 ("Grant to Licensee"), as the case may be, all right, title and interest (including, without

limitation, Intellectual Property Rights) in and to Meridian Self-Hosted Software, Meridian On Demand, the Meridian Content, and the Documentation (including any corrections, updates, adaptations, enhancements or copies of the foregoing) shall remain exclusively with Meridian and its licensors, as applicable. Access to Meridian Self-Hosted Software and Meridian On Demand is provided to Authorized Users only to allow Licensee to exercise its rights under this Agreement. Licensee ensures that each copy of any portion of the Meridian Content contains the same proprietary notices which appear on the original. Though not authorized to do so, should Licensee or any party acting on behalf of Licensee create any derivative works of Meridian Self-Hosted Software, Meridian On Demand, the Meridian Content, or the Document, Licensee hereby assigns, agrees to assign and shall cause such third party to assign any and all right, title and interest (including, without limitation, Intellectual Property Rights) in such derivative works to Meridian. The User Information and the Project Data shall be owned exclusively by Licensee and its Authorized Users, as applicable.

6.2 Enhancements. Licensee acknowledges that in addition to the features and functionality available through Meridian Self-Hosted Software and Meridian On Demand as of the Effective Date, additional features and/or functionality may be added thereto by Meridian at its sole discretion, and certain existing features may be modestly or significantly enhanced through Updates and Upgrades (collectively, the “**Enhancements**”). In addition to the foregoing, Meridian and Licensee may jointly develop a list of Enhancements which Meridian will provide under the licenses granted according to a mutually agreeable delivery schedule and fees if applicable.

6.3 Restrictions. Meridian Self-Hosted Software, Meridian On Demand, the Meridian Content and the Documentation shall be used by Licensee and its Authorized Users only in a manner consistent with the licenses granted in Section 2.1 and/or Section 4.1 (Grant to Licensee), as the case may be, and Section 2.2 (Documentation). Licensee ensures that neither portions of Meridian Self-Hosted Software, Meridian On Demand, nor the Meridian Content is displayed outside Meridian Self-Hosted Software or Meridian On Demand, respectively, or distributed in any way to any third party. Licensee shall not rent, lease, sublicense, distribute, transfer, copy, reproduce, download, display, modify or timeshare Meridian Self-Hosted Software, Meridian On Demand, the Documentation or any portion thereof, or use such as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution. Authorized Users shall not prepare any derivative works based on Meridian Self-Hosted Software, Meridian On Demand or the Documentation. Licensee shall not cause or permit any Authorized User to translate, reverse engineer, decompile or disassemble Meridian Self-Hosted Software or Meridian On Demand. Licensee shall not cause or allow any third party or unlicensed user or computer system, other than an Authorized User, to access or use Meridian Self-Hosted Software or the Meridian Content. Licensee agrees not to demonstrate or disclose the results of any testing or bench-marking of Meridian Self-Hosted Software to any third party, without Meridian’s prior written permission. Meridian reserves all rights not expressly granted to Licensee hereunder. Licensee agrees to protect Meridian Self-Hosted Software, Meridian On Demand, the Meridian Content, and the Documentation from unauthorized access, copying or use.

6.4 Audit Rights. Meridian may, upon reasonable notice of at least forty-eight (48) hours, inspect or cause the inspection of all records of Licensee for the sole purpose of (i) verifying the royalty amounts due and payable under this Agreement and/or (ii) Licensee’s exercise of the licenses granted in Section 2 (Licensee Rights and Obligations as to Meridian Self-Hosted Software) and Section 4 (Licensee Rights and Obligations as to Meridian On Demand). All such audits will be conducted during reasonable business hours of Licensee and in a manner that does not unreasonably interfere with Licensee’s business activities. The inspection contemplated by item (i) above may be conducted by an independent certified public accountant or equivalent reasonably acceptable to Licensee (the “**Auditor**”). Except for the statement of royalty payments due, the Auditor will not disclose to Meridian any information learned during the audit of Licensee. The audit will be conducted at Meridian’s expense and cost, except if the results of such audit find that Licensee has underpaid Meridian by an amount greater than five percent (5%) of the payments due Meridian in the period being audited, Licensee will then bear reasonable expenses and costs of such audit in addition to Licensee’s obligation to make full payment in accordance with Section 10 (Payment Obligations).

## 7. Warranties/Exclusive Remedies.

7.1 Warranty. Meridian warrants that the unmodified Meridian On Demand will operate in substantial conformance with Meridian’s published Documentation for that application. Meridian also warrants that for one-hundred eighty (180) days from the date of delivery to Licensee (the “**Warranty Period**”), the unmodified

Meridian Self-Hosted Software will operate in substantial conformance with Meridian's published Documentation for that application. The foregoing warranties apply only to Licensee, Hosted Users and Self-Hosted Users, respectively and none of the foregoing shall pass through to any additional party any warranty made by Meridian herein. Meridian's sole and exclusive liability (and Licensee's and the foregoing users' sole and exclusive remedy) under all of Meridian's warranty obligations shall be to repair or replace, at Meridian's sole option, any defective portion of Meridian On Demand or Meridian Self-Hosted Software (as licensed hereunder, as the case may be) provided, however, in the event Meridian has exhausted commercially reasonable efforts to repair or replace the defective application, Meridian may discharge Meridian's warranty obligations by refunding any amounts actually paid by Licensee to Meridian for use of or access to the defective application. The foregoing remedy is available only if (i) Licensee promptly and within the Warranty Period notifies Meridian in writing of the defective application and (ii) Meridian determines, in Meridian's sole discretion, that such defect actually exists and was not caused by misuse, modifications not authorized by Meridian in writing, neglect, improper installation or testing, attempts to repair, Licensee's or any of the above users' actions or any other cause beyond the scope of normal usage, or by accident, fire, power failure, power surge or other hazard. Repair or replacement of Meridian Self-Hosted Software shall not extend the original Warranty Period.

7.2 Exclusions. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MERIDIAN DOES NOT WARRANT THAT ANY APPLICATION LICENSED HEREUNDER, THE PROFESSIONAL SERVICES OR THE DELIVERABLES WILL MEET LICENSEE'S OR ANY AUTHORIZED USER'S REQUIREMENTS, THAT THE APPLICATION WILL OPERATE IN THE COMBINATIONS LICENSEE OR SUCH AUTHORIZED USER MAY SELECT FOR USE, EXCEPT AS EXPRESSLY PROVIDED FOR IN THE DOCUMENTATION FOR THE APPLICATION, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL APPLICATION ERRORS WILL BE CORRECTED. MERIDIAN DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

7.3 Limited Liability. MERIDIAN SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, INCURRED BY LICENSEE, BY ANY AUTHORIZED USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT INCLUDING NEGLIGENCE, EVEN IF MERIDIAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MERIDIAN'S LIABILITY FOR DAMAGES HEREUNDER SHALL IN NO EVENT EXCEED IN THE AGGREGATE THE FEES PAID BY LICENSEE UNDER THIS AGREEMENT FOR THE APPLICATION OR PROFESSIONAL SERVICES AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE MERIDIAN FIRST RECEIVES WRITTEN NOTICE OF THE CLAIM. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 8. Confidential Information.

8.1 Definition of Confidential Information. For the purposes of this Agreement, "**Confidential Information**" means any Meridian software application and any and all (i) technical and non-technical information including, but not limited to, patented, non-patented, trade secret and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment and algorithms related to the application, the Meridian Content, and related Documentation, all of Meridian, and (ii) information relating to costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how of Meridian, and (iii) all non-public information of Meridian, (iv) the User Information, and (v) the project Content; provided that such information in (i), (ii) and (iii) above is designated by Meridian in writing as confidential or, if disclosed orally, is identified as confidential at the time of disclosure, or is of such a nature that Licensee should reasonably be aware of its confidential status. Notwithstanding the foregoing, "Confidential Information" shall not include information that: (1) is or becomes generally known or available through no fault of Licensee or Meridian; (2) is known and has been reduced to tangible form by Licensee before the time of disclosure and is not subject to restriction; (3) is lawfully obtained from a third party who has the right to make such disclosure; or (4) is released for publication in writing by Meridian.

8.2 Nondisclosure and Nonuse Obligation. Each party as “Recipient” ensures that it and its employees, agents and contractors will not disseminate, or in any way disclose, any Confidential Information of the other party as “Discloser” to any person, firm or business, except as necessary to perform obligations set forth in this Agreement and then only under a written confidentiality agreement no less restrictive than this Section 9 (“Confidential Information”). Recipient on behalf of itself and its employees, agents and contractors agrees that it will receive and hold Discloser’s Confidential Information in trust and confidence and that Recipient will treat such Confidential Information with the same degree of care as it accords to its own confidential information of like sensitivity, but in no event less than a reasonable level of care. Recipient further ensures that it and its employees, agents and contractors will use Discloser’s Confidential Information only for the purposes contemplated by this Agreement.

9. Indemnity.

9.1 Indemnification by Meridian. Meridian, at its expense, shall defend, indemnify and hold Licensee harmless from and against any loss, damages or liability to the extent arising out of, or related to, a claim, suit or proceeding (collectively, the “Claims”) that the use by Licensee of an application in the manner provided in this Agreement, and/or the Meridian Content infringes a United States patent issued on or before the Effective Date or the United States copyright or trade secret right of any third party, provided that Licensee: (i) promptly notifies Meridian of such Claims; (ii) provides Meridian with full control of the defense and settlement of each such Claim; (iii) cooperates with Meridian in such defense and settlement, and (iv) does not settle any such Claim or suit without Meridian’s prior written consent. Licensee may participate in the defense and settlement of any Claim with counsel of its choice at its own expense provided that Meridian shall continue to have sole control of such defense or settlement.

9.2 Enjoinment. If Licensee’s or an Authorized User’s use of an application under the terms of this Agreement is, or in Meridian’s opinion is likely to be, enjoined or Meridian desires to limit its liability with respect to a potential Claim, then Meridian may, at its sole option and expense, either: (i) procure for Licensee the right to continue using such application under the terms of this Agreement; (ii) replace or modify such application so that it is non-infringing and substantially equivalent in function to the enjoined application; or (iii) if options (i) and (ii) above cannot be accomplished despite the reasonable efforts of Meridian, then Meridian may terminate Licensee’s rights and Meridian’s obligations under this Agreement with respect to such application and refund to Licensee any unearned portion of the license fee paid for the then current year.

9.3 THE FOREGOING INDEMNITY AND LIMITED REMEDY ARE Meridian’s SOLE AND EXCLUSIVE OBLIGATIONS, AND LICENSEE’S AND AUTHORIZED USERS’ SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

9.4 Indemnification by Licensee. Meridian will have no obligations under Section 9.1 (Indemnification by Meridian) and/or Section 9.2 (Enjoinment) and Licensee shall indemnify, defend and hold Meridian harmless with respect to any Claims related to or arising from: (i) modifications to the application in question that were not authorized by Meridian; (ii) application specifications or modifications requested by Licensee; (iii) the use of an application in combination with products not provided by Meridian; (iv) failure to use updated or modified versions of an application provided by Meridian; (v) use of an application other than as specified by Meridian; or (iv) any User Information or Project Content; provided that Meridian: (1) promptly notifies Licensee of such Claims; (2) provides Licensee with full control of the defense and settlement of each such Claim; (3) cooperates with Licensee in such defense and settlement, and (4) does not settle any such Claim without Licensee’s prior written consent. Meridian may participate in the defense and settlement of any Claim with counsel of its choice at its own expense provided that Licensee shall continue to have sole control of such defense or settlement.

10. Payment Obligations.

10.1 Price. Licensee shall pay Meridian, the sums set forth in Exhibit A (Fees, Services and Software) as consideration for the licenses granted under this Agreement. Unless an alternative payment structure is established in Exhibit A (Fees, Services and Software), payment is due as specified in Section 10.2 (Payment).

10.2 Payment. Unless an alternative payment structure is established in Exhibit A (Fees, Services and Software), full payment is due within thirty (30) days of the Effective Date and of the beginning of each Renewal Term. If such payment is not received when due, late charges shall accrue at a rate of 1% per month, or the maximum rate allowed under law, whichever is lower, from the date such payment was due until the date paid.

10.3 Invoices. Unless an alternative payment structure is established in Exhibit A (Fees, Services, and Software), billing of Professional Services and related expenses will proceed upon completion of work or at end of each calendar month whichever is sooner. Payment is due within thirty (30) days of the invoice date. If charges are not paid at the end of the thirty (30) days, Licensee shall pay to Meridian interest on the unpaid balance computed on a daily basis from the date of the statement at the lower of one percent (1%) per month or the maximum allowed by applicable law. All interest shall be immediately due and payable.

10.4 Taxes. Licensee shall be responsible for all sales taxes, use taxes, withholdings and any other taxes and charges of any kind imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement, excluding only U.S. taxes based solely upon Meridian's gross income.

10.5 Expenses. Licensee will reimburse Meridian for all reasonable travel and other expenses incurred by Meridian in the performance of any services rendered in connection with this Agreement. Such expenses shall be invoiced separately to Licensee.

## 11. Termination.

11.1 Term. The initial term (the **"Initial Term"**) of this Agreement shall be time period specified on Exhibit A (Fees, Services and Software). Thereafter, this Agreement shall automatically renew for consecutive one (1) year periods (each a **"Renewal Term"**) unless one party notifies the other within six (6) months of the end of the Initial Term or any Renewal Term of its intent not to renew this Agreement. In the event of such notification, this Agreement shall terminate at the end of the Initial Term or Renewal Term as applicable.

11.2 Termination. This Agreement may be terminated as set forth in this Section 11.2.

11.2.1 If Licensee fails to make any payment due hereunder, and fails to cure such breach within fifteen (15) days after receiving written notice from Meridian, then Meridian may immediately upon written notice, terminate this Agreement and declare all sums due and to become due hereunder, immediately payable.

11.2.2 Except as set forth in the preceding subsection, if either party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach, the non-breaching party may terminate this Agreement on written notice at any time following the end of such thirty (30) day period.

11.2.3 This Agreement shall terminate immediately upon notice by Meridian, if Licensee has a receiver appointed, or makes an assignment for the benefit of creditors, or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws.

11.3 Obligations on Termination. Upon termination of this Agreement all of Licensee's rights to all applications licensed hereunder, the Meridian Content and the Documentation including, but not limited to, use and access, shall automatically terminate. Licensee shall discontinue its use of such application(s) and return or, at Meridian's election, destroy any copies of such applications, the Documentation and any Confidential Information it may possess. Licensee shall certify such return or destruction to Meridian within thirty (30) days of the termination date.

11.4 Notice. Any notice or reports required or permitted to be given under this Agreement shall be given in writing and shall be delivered in person, facsimile transmission or by certified or registered mail, postage prepaid, return receipt requested, and shall be deemed given upon personal delivery, five (5) days after

deposit in the mail or upon acknowledgment of receipt of facsimile transmission. Notices shall be sent to the individuals executing this Agreement at the addresses first set forth above or, the facsimile numbers below, or such other address as either party may specify in writing. No official notices under this Agreement may be sent via e-mail. Information sent via e-mail shall be for convenience only and shall be non-binding upon the receiving party.

## 12. General Provisions.

12.1 Export Regulations. Neither Meridian nor Licensee shall export, directly or indirectly, any information acquired under this Agreement or any products utilizing any such information to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other government approval without first obtaining such license or approval.

12.2 Injunctive Relief. The parties agree that in the event of any use or transfer of the Application or portions thereof by Licensee in a manner that is not expressly permitted herein, or in the event of any breach or threatened breach of Section 9 (“Confidential Information”) by Licensee, Meridian will suffer an irreparable injury, such that no remedy at law will afford Meridian adequate protection against or appropriate compensation for such injury. Accordingly, in addition to remedies available at law, Licensee hereby agrees that Meridian shall be entitled to specific performance of Licensee’s obligations under this Agreement, without bond, as well as such further injunctive relief granted by a court of competent jurisdiction.

12.3 Waiver or Delay. Any waiver of any kind or character by either party of a breach of this Agreement must be in writing, shall be effective only to the extent set forth in such writing, and shall not operate or be construed as a waiver of any subsequent breach by the other party. No failure of either party to insist upon strict compliance by the other with any obligation or provision hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of either party’s right to demand exact compliance with the terms of this Agreement. Nor shall either party’s delay or omission in exercising any right, power or remedy upon a breach or default by the other party impair any such right, power or remedy. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.

12.4 Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, acts of terrorism, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the control of a party hereto, either party is unable to perform in whole or in part its obligations as set forth in this Agreement, then such party shall be relieved of those obligations (other than the payment of money) to the extent it is so unable to perform and such inability to perform shall not make such party liable to the other party. Neither party shall be liable for any loss, injury, delay or damages (other than failure to receive monies when due) suffered or incurred by the other party due to the above causes.

12.5 Survival of Obligations. The parties agree that their respective obligations and duties under Sections 6.1 (Proprietary Rights), 6.3 (Restrictions), 7.2 (Exclusions), 7.3 (Limited Liability), 8 (Confidential Information), 9 (Indemnity), 11.3 (Obligations on Termination), and 12 (General Provisions) shall survive any expiration or termination of this Agreement.

12.6 Severability. The provisions of this Agreement are severable and if any one or more such provisions shall be determined to be invalid, illegal or unenforceable, in whole or in part, the validity, legality and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected or impaired thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law or applicable court decisions.

12.7 Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California without reference to that state’s choice of law provisions. The Superior Court of Sacramento County and/or the United States District Court for the Eastern District of California shall have jurisdiction and venue over all controversies in connection herewith. The parties

exclude in its entirety the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

12.8 Assignment and Successor Entities. Neither party shall directly or indirectly sell, transfer, assign, convey, pledge, encumber or otherwise dispose of this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Meridian may, without the prior consent of Licensee, assign or transfer this Agreement to an entity as part of a corporate reorganization, consolidation, merger or sale of assets or stock provided said entity assumes all of Meridian's obligations hereunder.

12.9 Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties shall at all times be that of independent contractors. Neither party shall have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

12.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.11 Entire Agreement. This Agreement is the complete, entire, final and exclusive statement of the terms and conditions of the agreement between the parties. This Agreement supersedes, and the terms of this Agreement govern, any prior or collateral agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified except in a writing executed by duly authorized representatives of the parties.

12.12 Drafting. The parties agree that this Agreement has been fully negotiated and jointly drafted between them and that no rule of construction shall be applied against either party in law or equity as the drafter of this Agreement.

12.13 Exhibits. All exhibits to this Agreement to which reference is made in this Agreement are hereby incorporated, in full, into this Agreement as an integral part of this Agreement.

12.14 Signatories. Each signatory of this Agreement represents and warrants that it has the authority to bind the party for whom it is signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Meridian Project Systems, Inc.**

**Licensee**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

**EXHIBIT A**  
**FEES, SERVICES AND SOFTWARE**

TBD

## EXHIBIT B

### SUPPORT AGREEMENT

Licensee is the owner of the license to use the Meridian Self-Hosted Software software supplied by Meridian Project Systems, Inc. (“**Meridian**”) under the Master Software License/Hosting and Access Agreement (the “**Master Agreement**”) to which this Support Agreement is attached. In order to provide for ongoing support and maintenance for Meridian Self-Hosted Software after the expiration date of applicable warranties, Licensee and Meridian agree to the following:

1. Terms and Conditions.

1.1 Support Services. In accordance with the terms and conditions of this Support Agreement, Meridian agrees to provide certain selected support services as specified herein for Meridian Self-Hosted Software (the “**Support Services**”). Only Meridian Self-Hosted Software and any third party products specifically indicated as covered under Exhibit A (Fees, Services and Software) of the License Agreement shall receive support services as outlined in this Support Agreement. All terms not specifically defined herein shall have the meaning given to them in the Master Agreement.

1.2 Error Investigation. Upon receipt of notification from Licensee of an apparent Error within Meridian Self-Hosted Software, Meridian will use commercially reasonable efforts to promptly investigate the issue and to advise the Licensee that either an Error does not exist, or confirm that one does exist as soon as reasonably possible and what, if any, work-around exists. When Errors are confirmed, Meridian will use commercially reasonable efforts to correct such Errors and provide Licensee with an Update or Upgrade as soon as it is practical in Meridian’s sole discretion.

1.3 Software Updates/Upgrades. Upon request, Licensee shall be provided with Updates and Upgrades free of charge for covered copies of Meridian Self-Hosted Software during the term of this Support Agreement. All such Updates and Upgrades shall be subject to the terms and conditions of the Agreement. Shipping charges for updates and upgrades are not included in the support and maintenance fees.

1.4 Services Not Included. Fees for support and maintenance services described hereunder do not include the following:

1.4.1 support of prior releases of Meridian Self-Hosted Software;

1.4.2 support of any modifications made to Meridian Self-Hosted Software, or any part thereof, by Licensee or for Licensee by persons other than Meridian;

1.4.3 services for any and all problems which are subsequently determined by Meridian to be a system problem or not substantially caused by Meridian, including problems with the hardware, third party applications, operating systems, data, damage or matters generally beyond the control of Meridian, such as,

(a) use or operation of Meridian Self-Hosted Software except in accordance with its applicable and current Documentation and licensed rights,

(b) failure of a suitable operating environment for the systems supporting Meridian Self-Hosted Software,

(c) errors, omissions, damages or wrongful acts by an operator, user or third-party personnel,

(d) repairs, maintenance, alterations, relocation, copying, tampering, interfacing or other conduct not duly authorized by Meridian,

(e) operation on or in association with hardware, software or databases not authorized by Meridian or not recommended for Meridian Self-Hosted Software,

(f) external causes such as without limitation, electrostatic or environmental conditions and accidents including fire, water and lightning.

For all services not included in Meridian standard support and maintenance services, the Licensee agrees to pay Meridian on a time and materials basis for the performance of such additional services at Meridian's then prevailing consulting fee schedule.

## 2. Term and Termination.

2.1 Term. The initial term ("**Initial Term**") of this Support Agreement shall be ninety (90) days from the Effective Date of the Agreement. Thereafter, this Support Agreement shall automatically renew for consecutive one (1) year periods (each a "**Renewal Term**").

2.2 Termination. This Agreement may be terminated upon written notice if: (a) the Agreement is terminated for any reason; (b) either party commits a material breach of this Support Agreement and that breach remains uncorrected for thirty (30) days following written notice to the breaching party specifying the breach; (c) either party shall have ceased business, been adjudicated bankrupt or a receiver is appointed therefor and, in the case of Meridian, that Meridian becomes bankrupt or a receiver is appointed, without the trustee in bankruptcy or receiver making arrangements to provide Support Services to the Licensee within thirty (30) days of the Licensee being unable to obtain any support and maintenance services from Meridian; or (d) either party provides written notice of termination to the other at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. No refunds will be due or issued upon termination of this Support Agreement.

## 3. Warranty Provisions.

3.1 Limited Services Warranty. Meridian warrants that the services provided under this Support Agreement will be performed in a professional workmanlike manner in accordance with accepted industry standards.

3.2 Warranty Disclaimer. Meridian's warranty obligations are void if the failure of Meridian Self-Hosted Software has resulted from any modification of Meridian Self-Hosted Software by any party other than Meridian or through accident, abuse or misapplication. Without limiting the generality of the foregoing, Meridian does not warrant that Meridian Self-Hosted Software will meet all of the Licensee's requirements, nor be error-free, nor that all errors will be resolved, nor that the Application will run uninterrupted, nor that maintenance services, Updates, or Upgrades will run without changes to a hardware, data or operating environment.

3.4 No Other Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MERIDIAN DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

4. Damage Limitations. THE LIABILITY LIMITATIONS OF SECTION 7.3 (“LIMITED LIABILITY”) OF THE MASTER AGREEMENT SHALL APPLY TO THE SERVICES AND THE WORK PRODUCT PROVIDED UNDER THIS EXHIBIT B (“SUPPORT AGREEMENT”) AND ANY CLAIMS ARISING UNDER THIS EXHIBIT B (“SUPPORT AGREEMENT”) SHALL BE INCLUDED WITHIN THE TOTAL LIABILITY EXPOSURE LIMITATION STATED SECTION 7.3 (“LIMITED LIABILITY”) OF THE MASTER AGREEMENT.

5. Fees and Payments.

5.1 Fees. In consideration of the services provided hereunder, Licensee agrees to pay Meridian the fees described in Exhibit A to the Master Agreement for the Initial Term and again prior to the commencement of each Renewal Term. For software licenses related to additional license registrations, Licensee agrees to pay Meridian the additional support service fees prorated from the date of purchase of such license registrations to the anniversary date of the Initial Term or Renewal Term thereof, as the case may be. All fees and pricing amounts shall be in United States dollars unless specifically noted otherwise in this Support Agreement.

5.2 Payment Terms. Support Service fees due to Meridian under this Support Agreement in respect of the Initial Term or any Renewal Term shall be remitted to Meridian prior to the commencement of the term. Amounts outstanding for over thirty (30) days are subject to interest at the lesser of 1% per month or the maximum allowed by law. Interest shall accrue from the original date until paid.

5.3 Taxes. All fees or payments and any additional charges payable under this Support Agreement are exclusive of any taxes, duties or charges which may be applicable, including goods and services, sales or use, customs and withholding and like charges, all of which shall be paid by the Licensee.

6. General Provisions. Section 13 (General Provisions) of the Master Agreement shall apply equally to this Support Agreement.

## EXHIBIT C

### SERVICE LEVEL AGREEMENT

#### 1. Service Level Agreement Overview.

Preface. This Service Level Agreement (“SLA”) lists all of the service levels that are provided by Meridian with the service level targets for each. The term “agreement” in Service Level Agreement implies that the service targets represent a match between the level of service desired by Licensee and the level of service that will actually be provided by Meridian.

Objectives. The full utilization of service targets to document service levels is a key component to providing a continuous improvement approach to service delivery. Service targets will be reported as defined in the service level definitions so that an objective measure of quality of service can be demonstrated to Licensee. Any service target that is not met will trigger an investigation internally within Meridian of the issues causing Meridian to miss the service target.

The primary objective of this SLA is to establish the relationship between Licensee and Meridian regarding Meridian On Demand. The purpose of this SLA is to define a framework for providing efficient, quality services to Licensee.

Policies. All service targets will be reviewed on an annual basis with the intention of mutual agreement on continuously improving service targets or downward adjustment of service targets depending on the overall impact on operations or efficiency of the business. All service targets may be periodically reviewed and evaluated by Meridian with the intention of continuously providing reasonable services that reflect end-users’ requirements.

For applicable service targets, only “Support Incidents” that are submitted through the Meridian contact process will be measured and reported against service targets.

In order to monitor quality of service, performance will be measured objectively, meaning that actual levels of service will be internally monitored, reported and evaluated. The results of these measurements will be used to reasonably improve the service.

Only Service targets that are critical and important to Licensee and can be readily measured will be included in this SLA. Services will be delivered based on the roles and responsibilities outlined in this SLA.

#### Definitions

**“Acknowledgement”** is defined as Meridian’s initial reply to an incoming Licensee communication (via phone, fax, email etc) regarding the performance of Meridian On Demand.

**“Downtime”** is defined as any time an authorized user is unable to access Meridian On Demand except for scheduled Downtime during the maintenance windows and Downtime not caused by Meridian.

2. Service Levels.

2.1 Overview. The guiding principles for this SLA are:

Calls for support or issue resolution are properly classified as to severity and responded to within agreed parameters of those severity levels and escalated in an organized fashion.

The applications are available when needed and support issues are addressed effectively.

Program fixes are corrected in a timely fashion.

Licensee is satisfied with the service being provided.

In conjunction with these guiding principles, the following sections define the service targets that will be provided along with the associated measurement criteria, service level targets, service target grace ranges, service credit calculations, and service dependencies for each service target. Severity code, urgency code, and escalation tables used in the calculation of several of the service targets are contained in Section 2.4, 2.5 and 2.6.

2.2 Service Definitions. Each service description shall contain the following information:

<b><i>Service Objective</i></b>	Outlines the purpose of the service.
<b><i>Service Description</i></b>	Describes the service.
<b><i>Service Target</i></b>	The actual service level that Meridian seeks to achieve.
<b><i>Service Credit</i></b>	Describes how Licensee will be compensated if Meridian does not achieve the service target. Compensation calculations are in Section 4.
<b><i>Service Tool</i></b>	Defines the tools to be used by Meridian to provide the service and collect the necessary data.
<b><i>Service Constraints</i></b>	Outlines possible constraints for the correction of the service. Also defines input required from Licensee and third parties.
<b><i>Service Frequency</i></b>	Describes the frequency of occurrence for the service.

2.3 Contact Information and Availability of Help Function.

2.3.1 North American Contact Information.

Contact Method	Contact Information	Availability
<b>Web Site</b>	http://www.projecttalk.com/MK/Support/support.shtml	Support Incidents can be submitted 24x7. Self-help is available 24x7.
<b>Telephone</b>	916-294-2200	Support Incidents can be submitted 5 AM to 5 PM PST/PDT Monday through Friday excluding holidays (as published annually by Meridian).
<b>After Hours Telephone Support</b>	916-294-2200	Voicemail can be recorded from 5 PM to 5 AM PST/PDT Monday through Friday and 24 hours per day on weekends and holidays (as published annually by Meridian). Voicemails are acknowledged within 30 minutes for Severity 1 Support Incidents only, as described in Section 2.5. All others are acknowledged the next working day.
<b>Facsimile</b>	916-294-2001	Messages can be sent 24x7. Receipt is acknowledged the next working day.
<b>E-mail</b>	tech@projecttalk.com	Messages can be sent 24x7. Receipt is acknowledged the next working day.

2.4 Priority Determination.

Urgency Levels. Urgency is defined as the level of priority identifying the importance of resolution as determined by Licensee and agreed to by the Technical Analyst. The urgency level may also be raised or lowered at any time while the SI is still in an open state. Urgency levels are defined as follows:

Urgency Level	Description	Example
<b>1</b>	Most Urgent	The problem has a severe business impact. Licensee is unable to use Meridian On Demand. Work cannot reasonably continue. This condition requires a prompt solution or workaround.
<b>2</b>	Normal	Licensee's problem has a significant business impact. Licensee may not be able to meet a critical time, training or presentation deadline until this issue is resolved.
<b>3</b>	Least Urgent	While Licensee may be experiencing some business impact, Meridian On Demand is usable, causing some inconvenience. It may be a minor error or incorrect behavior of Meridian On Demand, which does not significantly impede the operation of Meridian On Demand.

Severity Levels. Severity is defined as the level of impact the issue is having on Licensee's operational status. The Technical Analyst assigns the severity level based on the definitions below and

informs Licensee. The severity level may be raised or lowered at any time while the SI is still in an open state. Severity levels are defined as follows:

<b>Severity Level</b>	<b>Description</b>	<b>Examples</b>
<b>1</b>	Meridian On Demand is down and/or inoperable due to an unscheduled event. All work has stopped and the situation is causing a critical impact to Licensee’s business operations. Either 25% of Meridian On Demand’s overall membership, or 25% of Licensee’s total membership, or 25% of Licensee’s project-level membership is affected. No alternative is available.	1. Licensee’s users cannot login to Meridian On Demand.
<b>2</b>	Meridian On Demand is severely limited due to an unscheduled event. The situation is causing a significant impact to Licensee’s business operations and productivity. Either 25% of Meridian On Demand’s overall membership, or 25% of Licensee’s total membership, or 25% of Licensee’s project-level membership is affected. No alternative is available.	1. Business critical function(s) is inoperable (printing, E-mail, faxing). 2. Licensee is having Project Talk connectivity problems.
<b>3</b>	Meridian On Demand is slightly limited. The situation has impaired operations, but most business operations and productivity continue. An alternative is available.	Minor bugs.
<b>4</b>	Meridian On Demand or user productivity are not affected. The situation has not impaired operations, all business operations and user productivity continue.	Informational inquiries: 1. Cosmetic defects 2. Enhancement requests 3. Billing inquiries 4. Account changes 5. Requests for additional information

**Priority Determination.** A combination of both problem severity and customer urgency levels define a priority level for each SI, and hence the processes and procedures needed to address a SI. The priority level may be lowered or raised if the severity or urgency levels alter during the life of a SI. Meridian shall have the right to: (i) make the final determination on the priority level of a SI and (ii) downgrade the priority of a SI and notify Licensee of this action if Licensee fails to communicate with Support Services in a timely manner.

Severity	1	1	1	2	2	2	3	3	3	4	4	4
Urgency	1	2	3	1	2	3	1	2	3	1	2	3
Priority	1	1	1	2	2	2	2	3	3	3	3	4

2.5 **Acknowledgement Times.** The Acknowledgement time for SI’s is based on the manner in which SI is received as set forth in the following table.

Phone	Fax	E-Mail	Web	Voicemail during normal service hours	Critical After Hours Voicemail
Immediate	24 hours or the next business day	30 min			
Appropriate for all SI's	Not recommended for severity level 1 or 2 incidents. Recommended for incidents that are less time-critical in nature	Not recommended for severity level 1 or 2 incidents. Recommended for incidents that are less time-critical in nature	Not recommended for severity level 1 or 2 incidents. Recommended for incidents that are less time-critical in nature	Not recommended for severity level 1 or 2 incidents. Recommended for incidents that are less time-critical in nature	Severity 1 Support Incidents only, as described in Section 2.4.2 All others are acknowledged within 24 hours

2.6 Escalation Schedule. Shown below is the Support Incident Escalation Schedule of designated procedures Support Services follows when addressing SI's. Throughout this escalation, the Technical Analysts ("TA") will monitor the SI, provide a status update to Licensee regularly and work with Licensee to implement suggestions.

Support Incident Escalation Schedule				
Support Incident Escalation Path	Priority 1	Priority 2	Priority 3	Priority 4
○ 1 <sup>st</sup> Tier Escalation	30 minutes	4 hours	2 business days	3 business days
○ 2 <sup>nd</sup> Tier Escalation	3 hours	1 business day	3 business days	5 business days
○ Product Development Escalation	1 business day	3 business days	7 business days	14 business days
○ Management Escalation	2 business day	4 business days	15 business days	20 business days
○ Crisis Team Escalation	3 business days	5 business days		

1st Tier Escalation. A 1st Tier Escalation occurs when the Licensee engages Meridian Support Services on a new support incident (SI). The Technical Analyst (TA) will escalate the SI and engage a Product Lead within the time frame specified above.

2nd Tier Escalation. A 2nd Tier Escalation occurs when the TA engages a Product Lead resource. The Product Lead will escalate the SI and engage Product Development within the time frame specified above. The TA originally assigned to the SI retains ownership of the SI and consistently communicates the current SI status with the Licensee.

Product Development Escalation. A Product Development Escalation occurs when the Product Lead engages Meridian Product Development. The Product Development Team will become engaged to assist in determining the cause of the issue and the necessary action required to resolve the issue. The SI will be escalated and Management will become engaged within the time frame specified above. The TA originally assigned to the SI retains ownership of the SI and consistently communicates the current SI status with the Licensee.

Management Escalation. If an SI is not resolved, a Management Escalation is performed. A team of Support and R&D Management is alerted and brought in to understand the nature of the issue, identify the

problem and dedicate resources to work towards resolution. The TA originally assigned to the SI retains ownership of the SI and consistently communicates the current SI status with the Licensee.

Crisis Team Escalation. Meridian Support Services strives to resolve all SI's as quickly as possible. If a Priority 1 or 2 SI is not resolved after Management has been engaged, a Crisis Team is assembled. The Crisis Team is comprised of both management and executive staff. It is the responsibility of this team to focus on the solution to the Licensee's issue. This team has the necessary visibility and authority to enable the proper resources necessary to restore the Licensee's Meridian Self-Hosted Software application to an operational state.

2.7 Scheduled Meridian On Demand Maintenance. To help avoid unscheduled Downtime and maintain system availability, Meridian On Demand maintenance will occur at regular intervals. Currently Meridian is utilizing the following two maintenance windows:

Tuesday, 9:00pm PST - Wednesday, 1:00am PST  
Saturday, 8:00pm PST - Sunday, 4:00am PST

Only actual planned Downtime during the maintenance windows will be deducted from the required total available time. Notification of planned Downtime during the scheduled maintenance window for Meridian and third party hosting services will be made twelve (12) hours in advance.

Some performance degradation is acceptable during scheduled maintenance windows. During these times any users logged into Meridian On Demand may experience a temporary inability to access the system. Access will be restored once the specific maintenance is completed.

The objective is to complete all Meridian On Demand maintenance within the designated maintenance windows. Urgent maintenance refers to efforts by Meridian to correct Meridian On Demand application and environmental conditions which are likely to cause an unscheduled outage and/or which require immediate correction. Meridian may undertake urgent maintenance at any time Meridian deems necessary. Meridian will provide notice of urgent maintenance to Licensee as soon as commercially practicable under the circumstances. Urgent maintenance related to issues caused by Licensee shall not count towards Downtime.

3. Service Level Definitions.

3.1 Support Incident (“SI”) Response and Resolution.

<b><i>Service Objective</i></b>	To properly handle each SI during the appropriate timeframe, throughout the SI handling process, from receipt of the request to the completion notification.
<b><i>Service Description</i></b>	<p>A SI is either an incident (i.e. a problem / fault) or a service request such as a request for information. A SI does not comprise software change requests relating to enhancements to the application.</p> <p>To arrive at one of four priority levels for a particular SI both the severity and the urgency are determined, as described in Sections 2.4.1 and 2.4.2. The priority level is then used to determine the escalation procedure, as described in Sections 2.6 and 2.7.</p> <p>Each SI is given a unique identifier when submitted and the submitter is given that identifier at the time of submission. The time that a SI remains open is calculated from the time the SI is created in Pivotal until the time the SI is closed by Meridian. A SI is considered completed when the SI is closed or the requested information is communicated to Licensee.</p>
<b><i>Service Target</i></b>	The target Acknowledgement times and escalation procedure for the various priority levels for each application are set forth in Section 2.5 and 2.6 respectively.
<b><i>Service Credit</i></b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b><i>Service Tool</i></b>	Pivotal, ACD Phone System
<b><i>Service Constraints</i></b>	<p>Licensee Responsibilities:</p> <ol style="list-style-type: none"><li>1. Assign an appropriate urgency rating to the incident.</li><li>2. Perform problem determination and diagnostic activities suggested by Technical Support Services promptly and completely.</li><li>3. Perform problem resolution activities as suggested by Technical Support Services.</li><li>4. Provide the following information:<ul style="list-style-type: none"><li>• Email address</li><li>• Customer name</li><li>• Name(s) of contact person(s) and contact information</li><li>• Complete problem description</li><li>• Incident identifier (if reporting on an existing issue)</li></ul></li></ol>
<b><i>Service Frequency</i></b>	As required. Each SI will be logged within Pivotal.

3.2 Incidents in Backlog.

<b>Service Objective</b>	To maintain the total number of non-resolved SI's at a reasonable number relative to the incoming volume at a given priority level.
<b>Service Description</b>	The total number of incidents at each priority level (1, 2, 3 or 4), where the SI has not yet been closed, shall be measured separately at each priority level.
<b>Service Target</b>	To maintain the total number of non-resolved SIs at each priority level are maintained at less than 10% of the monthly average number of SI's at each priority level.
<b>Service Credit</b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b>Service Tool</b>	Pivotal
<b>Service Constraints</b>	The Priority 1 and 2 SI's must be handled before any Priority 3 and 4 SI's.
<b>Service Frequency</b>	Continuous.

3.3 Administrative and Database Support.

<b>Service Objective</b>	To accomplish Administrative and Database activities in a timely manner.
<b>Service Description</b>	Using contact information (Sec. 2.3) and Severity level 3 (Sec.2.4) the following actions need to be serviced: Set up user accounts Set up databases Add reports Provide administrative support functions to database currently not available to end user in Meridian On Demand.  Modify user accounts as requested
<b>Service Target</b>	Notify Licensee with specific implementation schedule.
<b>Service Credit</b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b>Service Tool</b>	Pivotal
<b>Service Constraints</b>	Database activities and administrative functions which require system downtime will be deferred until the next maintenance period or treated as "urgent maintenance" (Section 2.8)
<b>Service Frequency</b>	As required

3.4 Meridian On Demand Availability.

<b><i>Service Objective</i></b>	To have Meridian On Demand operational during all scheduled availability time.
<b><i>Service Description</i></b>	<p>To provide Meridian On Demand for use by Licensee's authorized users.</p> <p>Meridian On Demand availability includes connectivity provided by the third party service providers. A copy of third party service SLA's are available upon request.</p>
<b><i>Service Target</i></b>	<p>Meridian seeks to achieve a scheduled available time of twenty-four hours-a-day, seven days a week, excluding scheduled maintenance Downtime, and any Downtime due to or caused by Licensee, or caused by other forces beyond the control of Meridian.</p> <p>Downtime is measured based on the total outage time of the service. Downtime exists when the service is unavailable.</p>
<b><i>Service Credit</i></b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b><i>Service Tool</i></b>	N/A
<b><i>Service Constraints</i></b>	<p>The availability of the following resources:</p> <ul style="list-style-type: none"><li>• Application Servers</li><li>• LAN/WAN connectivity necessary to service Meridian On Demand</li><li>• Database Servers</li><li>• File Servers</li><li>• Web Servers</li><li>• IP Load Balancing Device</li><li>• Any other related hardware needed to operate the Meridian On Demand environment</li><li>• Any software operating system or application needed to operate the Meridian On Demand environment.</li></ul>
<b><i>Service Frequency</i></b>	As per event of Downtime (planned or unplanned).

3.5 Security.

<b><i>Service Objective</i></b>	To provide security for the Meridian On Demand application environment.
<b><i>Service Description</i></b>	<p>The Project Management and Collaboration applications within Meridian On Demand provide an integrated software security system that enables administrators to customize data access permissions for users according to their business roles. Personal and transactional information is transmitted using Secure Socket Layer or SSL encryption.</p> <p>This service does not include physical security for the Meridian On Demand environment. A third party service provider provides physical security for the Meridian On Demand environment. A copy of third party service provider's physical security description is available upon request.</p>
<b><i>Service Target</i></b>	To prevent any unauthorized access to the Meridian On Demand application environment.
<b><i>Service Credit</i></b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b><i>Service Tool</i></b>	Project Management and Collaboration applications within Meridian On Demand. Internet Firewall. Additionally an intrusion detection system ("IDS") will be implemented.
<b><i>Service Constraints</i></b>	Completion of the IDS implementation.
<b><i>Service Frequency</i></b>	Continuous.

3.6 Server Activity and Application Performance.

<i>Service Objective</i>	To prevent Meridian On Demand performance degradation.
<i>Service Description</i>	Measure percentage of CPU, memory and disk utilization, transactions per second and cache hit ratio on each database and application server within the Meridian On Demand environment with the goal of meeting the service target.
<i>Service Target</i>	<p>To maintain average server activity, measured over a twelve (12) hour period, at the following levels:</p> <p><b>Application and Database Servers</b> CPU utilization: 95% or less Memory utilization: 85% or less Disk storage capacity : 85% or less</p> <p><b>Database Servers information only</b> Transactions per second: 500 Cache hit ratio: falls below 94%</p> <p>Once average server activity, measured over each twelve (12) hour peak period, is sustained for seven (7) consecutive business days in excess of the above levels the Meridian On Demand Operations Group shall supplement the infrastructure within forty-five (45) days thereafter to bring average server activity back down to above levels.</p>
<i>Service Credit</i>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<i>Service Tool</i>	Standard NT performance monitoring utilities.
<i>Service Constraints</i>	N/A
<i>Service Frequency</i>	Continuous.

3.7 Disaster Recovery.

System Disaster Recovery.

<i>Service Objective</i>	To restore access to Meridian On Demand in a timely manner after a system component failure.
<i>Service Description</i>	System recovery is defined as the restoration of Meridian On Demand from unscheduled Downtime due to total system or partial component failures.
<i>Service Target</i>	To restore access to Meridian On Demand within eight (8) hours of a system component failure.  Redundancy will be maintained for all hardware components of Meridian On Demand.  Meridian Service Targets for third party service providers available upon request.
<i>Service Credit</i>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<i>Service Tool</i>	N/A
<i>Service Constraints</i>	Fulfillment of third party service provider's obligations.
<i>Service Frequency</i>	Continuous.

Business Resumption.

<i>Service Objective</i>	To restore access to Meridian On Demand within a reasonable period of time in the event of a catastrophic disaster.
<i>Service Description</i>	Restoration of Meridian On Demand from damage to major system components, most likely necessitating system recovery on different hardware components or in a different facility.
<i>Service Target</i>	To restore Meridian On Demand service within ninety-six hours (96) hours of a catastrophic disaster which results in full facility and/or full system failure.
<i>Service Credit</i>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<i>Service Tool</i>	N/A
<i>Service Constraints</i>	N/A
<i>Service Frequency</i>	As needed.

3.8 Backup Management.

<b><i>Service Objective</i></b>	To properly maintain the master copies of data in order to quickly restore data in case of loss.
<b><i>Service Description</i></b>	Data on file servers are backed up on Friday night of each week. Incremental backups are performed at the conclusion of each day. On database servers, daily incremental and weekly full backups are performed. Full backups are shipped offsite for storage. Full weekly backups are retained for four (4) weeks and the last weekly backup of each month is retained for six (6) months.
<b><i>Service Target</i></b>	To fully comply with the Service Description.
<b><i>Service Credit</i></b>	N/A
<b><i>Service Tool</i></b>	Enterprise level backup software.
<b><i>Service Constraints</i></b>	None
<b><i>Service Frequency</i></b>	As per Service Description.

3.9 Change Control.

<b><i>Service Objective</i></b>	To document, discuss, approve and schedule changes, modifications or enhancements to Meridian On Demand by providing communication with management, technical experts, change owners, and change implementers. To audit and track all scheduled changes.
<b><i>Service Description</i></b>	<p>The following are some of the changes which Meridian may make or have made in the Meridian On Demand environment:</p> <ol style="list-style-type: none"><li>1. Software upgrades and repair of defects which include, without limitation, Meridian On Demand and the Prolog Project Pack.</li><li>2. Changes related to the operating system or server software which include, without limitation, Windows 2000 Server and SQL Server 2000.</li><li>3. Updates which include, without limitation, applying operating systems service packs, operating systems hot-fixes and security patches.</li><li>4. Track Licensee enhancements requests and have developers meet quarterly with Licensee to resolve enhancement request issues.</li></ol> <p>Changes applied to the production environment are first tested in a quality assurance lab located in Meridian's development office. Once the software has been released from the quality assurance lab, the Meridian On Demand operations department receives the software update and tests the upgrade in a staging lab on non-production equipment. If the software meets performance requirements the software is then implemented.</p> <p>Post updates that require download on a publicly accessible website and make available on a CD.</p>

<b><i>Service Target</i></b>	To complete all Meridian On Demand changes within the designated maintenance windows.  Urgent changes shall refer to efforts by Meridian to correct Meridian On Demand environmental conditions which are likely to cause an unscheduled outage and which require immediate correction. Meridian may undertake urgent changes at any time Meridian deems necessary. Meridian shall provide notice of urgent changes to Licensee as soon as commercially practicable under the circumstances.
<b><i>Service Credit</i></b>	If Downtime occurs, a service credit will be issued if the criterion of Section 4 are met.
<b><i>Service Tool</i></b>	Prolog Manager
<b><i>Service Constraints</i></b>	None
<b><i>Service Frequency</i></b>	Continuous

Meridian On Demand Service Credits.

3.10 **Objective.** For Meridian to provide the necessary expertise and operational procedures to help ensure Meridian On Demand is available as provided in this SLA at all supported sites, except for and scheduled maintenance performed during the maintenance windows and other excused Downtime.

3.11 **Measurement.**

3.11.1 **“Availability Ratio”** equals the Actual Uptime for the month divided by the Scheduled Uptime for the month.

3.11.2 **“Actual Uptime”** is the total time Meridian On Demand is actually available to Licensee’s authorized users for the month plus utilized scheduled Downtime.

3.11.3 **“Meridian On Demand Fees”** is the aggregate Meridian On Demand fees owed to Meridian by Licensee for Licensee Project Management and Collaboration memberships during a calendar month in which Licensee is entitled to a service credit.

3.11.4 **“Scheduled Uptime”** is twenty-four (24) hours per day, seven (7) days per week.

3.11.5 **“Service Target”** is to have Meridian On Demand available for use by Licensee’s authorized users ninety-eight percent (98.00%) of the Scheduled Uptime during each calendar month excluding scheduled Downtime.

Service Credit.

3.11.6 For any given month, should the Availability Ratio be less than the Service Target then Licensee shall be entitled to a service credit. The service credit shall be equal to the difference between the Service Target and the Availability Ratio times the Meridian On Demand Fees. For example, if the Availability Ratio is .90:

$$.98 - .90 = .08$$

$$.08 \times \text{Meridian On Demand Fees} = \text{service credit}$$

3.11.7 In the event that Licensee experiences Downtime for four (4) or more consecutive hours during the hours of 5:00 a.m. PST to 5:00 p.m. PST Monday through Friday, Licensee shall be entitled to a service credit of the fees paid for that day of Meridian On Demand service.

Maximum Service Credits. In any one (1) calendar month under no circumstances will Meridian be required to credit Licensee service credits totaling more than the fees paid for fifteen (15) days of Meridian On Demand service. A service credit shall be applied only to the month in which the events giving rise to the service credit occurred. Termination. Upon the occurrence of any one or more of the following events (each a “**Material Event**”), Licensee shall have the right to terminate this Agreement for some or all of its licenses to the Application and without penalty by written notice received within thirty (30) business days following the end of such occurred Material Event:

3.11.8 Extended Downtime.

(a) Downtime occurs for a period of three (3) consecutive business days during the hours of 5:00 a.m. PST to 5:00 p.m. PST Monday through Friday;

4.1.2 Chronic Downtime.

(a) Downtime occurs for a period of forty (40) hours during the hours of 5:00 a.m. PST to 5:00 p.m. PST Monday through Friday over any five (5) business day period;

(b) Downtime occurs for any period totaling sixty (60) or more hours during the hours of 5:00 a.m. PST to 5:00 p.m. PST Monday through Friday over any thirty (30) business day period;

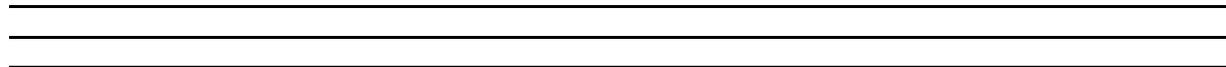
(c) Downtime occurs for any period totaling eighty (80) or more hours during the hours of 5:00 a.m. PST to 5:00 p.m. PST Monday through Friday within a six (6) month period;

**3. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800-565-9490 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **5:00 a.m. PST to 5:00 p.m. PST**.

**4. SOFTWARE MAINTENANCE**

a. Software maintenance service shall include the following:



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

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

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

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

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

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

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

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

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

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

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

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A % of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of N/A \* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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

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

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

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

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

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

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a

perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses. **Not applicable.**

**12. SOFTWARE PRICING**

**SIN 132-32: TERM SOFTWARE LICENSES**

PRODUCT	GSA PRICE (INCLUDING IFF)
<b>Prolog On Demand – Project Talk (P/User, P/Month)</b>	
Startup Fee (Includes User Setup and First Portfolio)	\$600
Project Management	\$155
Collaboration	\$58
<b>Proliance On Demand – Minimum 25 Standard Users (P/User, P/Month)</b>	
Proliance On Demand Startup (First User Setup, Organization and Storage Set)	\$891
Proliance Standard PPM (Includes Proliance Standard PPM, Analytics, View & Redline)	\$194
Proliance Contributor (Proliance Contributor, View & Redline)	\$97
<b>Value Added Services</b>	
100 MB of Additional Storage (P/Month)	\$9.70
Additional Portfolio/Organization	\$99

**VOLUME DISCOUNT FOR ON DEMAND USERS\***

UNITS	DISCOUNT
25 – 49	20%
50 - 74	25%
75 +	30%

**Promotions –**

- **20% discount for annual prepayment**
- **30% discount for multiple year prepayment**

**\*GSA will receive an additional discount off of the GSA Price at the quantity levels specified in the Volume Discounts for On Demand Users table for On Demand Users only.**

**Requirements**

- **Prepayment discounts may not be used in conjunction with Term discounts**

**SIN 132-33: PERPETUAL SOFTWARE LICENSES – PROLOG APPLICATION SUITE**

PRODUCT	GSA PRICE (INCLUDING IFF)
<b>Individual Applications</b>	
Prolog Manager (Named)	\$1,935
Prolog Website Server (Pool of 25 Concurrent Licenses)	\$7,755
<b>Enterprise Packs</b>	
Prolog Manager Enterprise Pack – 5 (Pool of 5 Shared Licenses)	\$16,975
Prolog Manager Enterprise Pack – 10 (Pool of 10 Shared Licenses)	\$24,600
<b>Utilities</b>	
Crystal Xi for Prolog	\$490
License Reconfiguration	\$495
<b>Training Manuals</b>	
Prolog Manager Customer Modification and Distribution (Soft-copy version including license to customize and distribute)	\$8,000
Prolog Manager Distribution Only (Soft-copy version including license to distribute only)	\$2,425

**VOLUME DISCOUNTS FOR PROLOG MANAGER\***

UNITS	DISCOUNT
100+	25%

**\*GSA will receive an additional discount off of the GSA Price at the quantity levels specified in the Volume Discounts for Prolog Manager (Named) table for Prolog Manager (Named)**

**Promotions**

**Prolog Manager Enterprise**

- Existing, Supported Prolog Manager - N licenses receive a \$750 credit towards Prolog Manager Enterprise Packs (Minimum purchase applies)
- The number of Prolog Manager - N licenses upgraded to Prolog Manager Enterprise must be equal to or less than the resulting Enterprise pack
- Existing, Unsupported Prolog Manager licenses (N or C) may pay an activation fee of \$599 to qualify for Prolog Manger Enterprise Upgrades
- Prolog Enterprise single unit upgrade price equals the unit price of largest purchased Pack
- License Reconfiguration fee may be waived if in combination with other license business

**Requirements**

- 100% or 0% of networked Prolog Manager licenses must be covered by SSM
- All products require first year SSM
- Pooling or separating licenses is allowed only if the licenses are on support
- Prolog Manager Enterprise Licenses must be purchased or upgraded in quantities resulting in multiples of 5 (5,10,15,20,25, etc)
- Minimum Prolog Manager Enterprise License purchase is the 5 pack
- Discounts are based on current transaction only
- Prolog Website requires Crystal Xi for Prolog (1 per company, new sales only)

**SIN 132-33: PERPETUAL SOFTWARE LICENSES – PROLIANCE APPLICATION SUITE**

<b>PRODUCT</b>	<b>GSA PRICE (INCLUDING IFF)</b>
<b>Platform Services</b>	
Platform 50	\$97,500
Platform 100	\$109,200
Platform 250	\$181,640
<b>PPM Users 3.0</b>	
Basic PPM – 3.0 (Contract, Office, Field)	\$771
Standard PPM – 3.0 (Budget & Cost, Contract, Office, Field, Schedule)	\$965
Contributor	\$189
<b>Optional Business Applications and Utilities</b>	
View & Redline (Powered by Informative Graphics Brava!)	\$292
Analytics (Powered by Cognos)	\$391
<b>Training Manuals</b>	
Proliance Customer Modification and Distribution (Soft-copy version including license to customize and distribute)	\$8,000
Proliance Distribution Only (Soft-copy version including license to distribute only)	\$2,425

**VOLUME DISCOUNT FOR PPM USERS 3.0\***

<b>UNITS</b>	<b>DISCOUNT</b>
15 - 49	20%
50 – 99	25%
100+	30%

**\*GSA will receive an additional discount off of the GSA Price at the quantity levels specified in the Volume Discounts for PPM Users 3.0 table for PPM Users 3.0 products only.**

**Requirements**

- Minimum Proliance shipment of Platform 50 + 25 PPM licenses required
- Contributor licenses do not count towards Platform capacity
- Discounts are based on current transaction only
- All licenses must either be on or off of SSM. Partial support plans are not permissible

**SIN 132-34: MAINTENANCE OF SOFTWARE**

<b>PRODUCT</b>	<b>GSA PRICE (INCLUDING IFF)</b>
<b>Prolog Application Suite SSM</b>	
Prolog Manager Licenses (Named)	\$395
Prolog Website Server (Pool of 25 Concurrent)	\$1,583
Crystal Xi for Prolog	\$98
<b>Prolog Enterprise Packs SSM</b>	
Prolog Manager Enterprise Pack – 5 (Pool of 5 Shared Licenses)	\$3,465
Prolog Manager Enterprise Pack – 10 (Pool of 10 Shared Licenses)	\$6,930
<b>Proliance PPM SSM</b>	
Platform 50	\$29,700
Platform 100	\$39,600
Platform 250	\$74,250
Basic PPM – 3.0	\$157
Standard PPM – 3.0	\$197
Contributor	\$39
View & Redline – Named Licenses (Powered by Informative Graphics Brava!)	\$58
Analytics (Powered by Cognos)	\$78

**Requirements**

- Proliance Support is limited to no more than 4 customer-side contacts

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE  
(SPECIAL ITEM NUMBER 132-50)**

**1. SCOPE**

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

**3. TIME OF DELIVERY**

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

**4. CANCELLATION AND RESCHEDULING**

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

**5. FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions. **Not applicable. Offeror does not offer this service.**

**6. PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

**7. INVOICES AND PAYMENT**

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**8. FORMAT AND CONTENT OF TRAINING**

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

**9. “NO CHARGE” TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

**Not offered.**  
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\_\_\_\_\_  
\_\_\_\_\_

**10. PRICING FOR TRAINING COURSES AND COURSE DESCRIPTIONS**

<b>TRAINING SERVICE</b>	<b>NUMBER OF STUDENTS</b>	<b>GSA PRICE (INCLUDING IFF)</b>
Proliance Foundations (2 days)	1 – 8 students	\$4,000
Proliance Business Applications I (3 days)	1 – 8 students	\$6,000
Proliance Business Applications II (4 days)	1 – 8 students	\$8,000
Proliance Business Applications III (5 days)	1 – 8 students	\$10,000
Proliance Administrator I (2 days)	1 – 8 students	\$4,000
Proliance Administrator II (3 days)	1 – 8 students	\$6,000
Proliance Intensive (5 days)	1 – 8 students	\$10,000
Proliance Scheduling (1 day)	1 – 8 students	\$2,000

**TRAINING COURSE DESCRIPTIONS**

**Standard Proliance® Courses**

The education experts at Meridian Systems have designed the following courses to provide comprehensive knowledge of Proliance. You may schedule these courses as they’re described here or you may choose to custom-design a program to focus on specific Proliance business applications. Detailed descriptions of the modules within each of these courses follow in this catalog.

**Foundations**

This 2-day course provides users with the foundation upon which other courses will build. We recommend that you always include this course in your education program to ensure that your users have all of the basics regarding how to use Proliance.

<b>Audience:</b>	Anyone who will be using Proliance
<b>Knowledge to Leverage:</b>	Using Proliance to support Business Process Management (BPM) Taking advantage of the powerful Proliance Workflow Engine
<b>Tools to Use:</b>	Communication, Reporting, Views Creating new Programs & Projects

This 2-day course provides users with the foundation upon which other courses will build. **We recommend that you always\* include this course in your education program** to ensure that your users have all of the basics regarding how to use Proliance. \*This does not apply to Proliance Intensive.

<i>DAY</i>	<i>FOUNDATIONS COURSE TOPICS</i>
<b>1</b>	<b>Introduction to Proliance</b> Learners will gain a basic understanding of what Proliance is and how it is structured. After this course, the trainee will be able to envision how Proliance may be used in his/her organization and how it will increase efficiency in the work they typically do on a project.
<b>1</b>	<b>Proliance Workflow &amp; Business Process Management (BPM)</b> Attendees will gain a foundation of knowledge regarding Business Process Management and Workflow so that as they move onto more detailed, feature-specific training, they will understand how Proliance supports BPM, and they will have a frame of reference for workflow concepts. Users will learn about Proliance workflow, both conceptually and in a very hands-on sense through an enactment of an actual workflow process.
<b>1</b>	<b>Navigating Proliance with Confidence</b> Attendees will learn how Proliance workspaces are organized, about Organizations, Programs and Projects and will see helpful tips and tricks to make their Proliance experience faster, easier, and more productive.
<b>1</b>	<b>Effective Proliance Project Communication</b> Attendees will learn how notices are used in Proliance to inform users of updates or actions needed on a project. They will also learn how to best utilize the various Notices views and how to set up Email Notification for even more convenient access to Proliance data.

<b>1</b>	<b>Proliance Reports &amp; Views</b> Attendees will learn how to tailor views of document Registers to show the information they want most as well as learn how to create ad hoc reports from documents or registers.
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<i>DAY</i>	<i>FOUNDATIONS COURSE TOPICS</i>
<b>2</b>	<b>Contact &amp; User Administration</b> Attendees will learn how to setup new contacts, staff, and company information. They will be able to not only enter basic contact information but also setup a user account allowing others access to Proliance, and be able to setup roles and security permissions.
<b>2</b>	<b>Overview of Security and User Accounts</b> Attendees will learn how security roles and user accounts control which documents and workspaces users can view or take action upon.
<b>2</b>	<b>Creating and Managing Projects &amp; Programs</b> Attendees learn how templates are used behind the scenes to create projects and standard documents for use in projects, as well as how to create new projects, assign contacts and staff to a project, and create Project Summaries. Attendees will also learn how to use Programs to better organize their projects and to allow faster ramp-up on future projects.

## Business Applications

This course provides deep functional understanding of Proliance through demonstration, discussion and hands-on practice applying real-life scenarios to the use of the Proliance business applications. Course length ranges from 3-5 days depending on which applications you are utilizing.

<b>Audience:</b>	Users of Proliance (modular design allows users to attend just the sections most relevant to their jobs) Proliance support staff and system administrators
<b>Knowledge to Leverage:</b>	How Proliance documents will support your business processes and interrelate with each other Ability to make decisions on how to best utilize Proliance functionality
<b>Tools to Use:</b>	Practical understanding of how to use Proliance Contracts, Drawings, Correspondence, Invoices, Cost Reporting and other features.

<i>DAY</i>	<i>BUSINESS APPLICATIONS COURSE TOPICS</i>
<b>Office Management</b>	
<b>1</b>	<b>Correspondence</b> Correspondence documents are used to track correspondence such as verbal conversations, emails, faxes, and letters. They provide an audit trail of information and the ability to have an archived copy of information that was recorded.
<b>1</b>	<b>Meeting Minutes</b> You can use Meeting Minutes to record meeting details such as attendees, topics, action items, and status. You can also create Meeting Sets to save time entering recurring meetings, and carry over unfinished business from previous meetings in a set.
<b>1</b>	<b>Managing &amp; Tracking Requests for Information (RFIs)</b> Attendees will learn all of the basics of creating RFIs, updating them, and typical workflow processes associated with them. In addition, they will also learn how RFIs can be grouped together in “RFI Issues” and how RFIs may interrelate with other documents, such as quotes or change orders.

<b>1</b>	<p><b>File Management: Using Catalog Cards</b>  This unit shows how Catalog Cards are used to manage external files, such as photos, spreadsheets, and document files. Users will learn how they can upload files to the File Management Server individually and as a batch.</p>
<b>1</b>	<p><b>Managing &amp; Tracking Submittals</b>  This quick unit shows attendees how to create and update submittal documents and to group those documents into packages. Includes discussion of key uses for these documents and typical workflow processes.</p>

<i>DAY</i>	<i>BUSINESS APPLICATIONS COURSE TOPICS</i>
<b>1</b>	<p><b>Managing Drawings and Using View &amp; Redline</b>  This unit provides understanding of the power behind Proliance drawing management – attendees will learn not only how to upload and track drawings and related workflow, but will also see how specific review steps can be defined for drawings, how drawings are grouped into packages, and how to use the integrated view and redline tool to mark-up drawing files from various programs.</p>
<b>1</b>	<p><b>Using Transmittals to Manage Drawings</b>  This unit shows how to use Transmittals to manage drawings, drawing revisions, and the review process. Attendees will learn how to create transmittals, add drawing documents, define the review steps, and assign reviewers. It also provides information on the different reporting options for transmittals.</p>
<b>Management Plans</b>	
<b>2</b>	<p><b>Defining Management Plans</b></p> <p>Attendees will learn how management plans are used to establish processes for procedures that do not fit into an established Proliance business application or document. They will be able to define the forms, templates and plans to create a management plan.</p>
<b>Field Management</b>	
<b>2</b>	<p><b>Daily Work Journals &amp; Deficiency Lists</b>  This section provides practical tips and tricks on how to use the tracking tools available from Proliance that will keep on-site work rolling and provide audit trails. Includes demonstration and hands-on practice with Daily Work Journals and Deficiency Lists (Punch Lists).</p>

<b>Scheduling Management</b>	
<b>2</b>	<p><b>Introduction to Scheduling Application</b></p> <p>In this unit, attendees will be introduced to Scheduling Application views, components, and available functionality for task and resource management of the project. For in-depth knowledge of the Proliance Scheduling, how to configure schedule templates and what are the best practices of using Scheduling to manager your projects tasks and resources, please sign up for the full 8 hours Proliance Scheduling course.</p>

<i>DAY</i>	<i>BUSINESS APPLICATIONS COURSE TOPICS</i>
<b>Budget &amp; Cost Management (BCM)</b>	
<b>3</b>	<p><b>BCM: Budget &amp; Cost Documents and the ACR</b></p> <p>In this section, attendees learn about the features that are at the heart of Budget &amp; Cost Management. Attendees will learn how to use: • Scope documents to record budget and planned spending • Cost Accounts for budgeting and cost forecasts, and group and filter expense &amp; revenue amounts • Transfer documents to move money between Cost Accounts • Cashflow documents to provide feedback to project participants • The Anticipated Cost Report (ACR) for solid project finance planning through its summarization of a project's budget, costs, billings, and invoice information</p>
<b>Contract Management</b>	
<b>4</b>	<p><b>Creating and Managing Contracts</b></p> <p>In this unit, attendees will learn about the different types of contracts available in Proliance (Revenue or Expense, Pre-Commit or Auto-Commit), and how to use Proliance to ensure proper approval and updating of contract information. Includes strategies on when to use the various types of contracts and how to effectively manage changes through Change Orders and Cost Events.</p>
<b>4</b>	<p><b>Effectively Utilizing Instructions &amp; Quotes</b></p> <p>This unit provides guidance on how to use instructions to ensure that changes are processed correctly and how to use Proliance Quote documents to structure required information.</p>

<b>4</b>	<b>Managing Change with Cost Events and Change Orders</b> In this section, attendees will learn how to use Cost Events to initiate and review changes to contracts. They will use Cost Events to create Change Orders to approve and finalize the changes.
<b>4</b>	<b>Managing Invoices and Payments</b> Attendees will learn how to utilize invoices to track expenses and revenues. They will learn how payment logs can be used to track actual payments made by their company using an external accounting system.

## Proliance Administrator

Technical staff will learn how to implement and support Proliance in this 2-3 day course (with the length of the course depending on participants' existing knowledge level of Proliance).

<b>Audience:</b>	Users of Proliance (modular design allows users to attend just the sections most relevant to their jobs) Proliance support staff and system administrators
<b>Knowledge to Leverage:</b>	Shaping the initial Proliance implementation Tailoring Proliance to your company's requirements
<b>Tools to Use:</b>	Program and Project Templates Configuration tool for field requirements, names, related lookups Settings for user accounts, security roles and permissions    Workflow configuration for Proliance documents

<i>DAY</i>	<i>CONFIGURATION &amp; SUPPORT COURSE TOPICS</i>
<b>Overview</b>	
<b>1</b>	<p><b>Proliance Overview</b></p> <p>After this unit, attendees will understand how Proliance services and applications are organized, how databases are typically structured, and have a foundation for diving into the details of Proliance. They will also learn about login options, Proliance workspaces, and basic navigation. Attendees will gain a solid understanding of what Business Process Management is and how Proliance supports it. They will learn how the Proliance workflow engine can be utilized to improve processes, where workflow manifests itself in the configuration tool, and the class will define some realistic workflow processes based on company policies and procedures.</p>

<b>1</b>	<p><b>Proliance Architecture Overview and Configuration Tools</b></p> <p>This section provides an overview of the Proliance configuration tools and when you should utilize each one, Proliance architecture, and integration options. In the Xdocs and Data Structure module, administrators gain the foundation they will need to understand Proliance Xdocs as well as the document models that define all documents and fields.</p>
<b>1</b>	<p><b>Review of Security Roles and Categories</b></p> <p>Attendees will review Security Roles and Categories covered in the Foundations class to gain a better understanding of how security is related to configuration.</p>
<b>2</b>	<p><b>Cost-Related Configuration Settings</b></p> <p>Attendees will learn about Cost Account Grouping Codes, Cost and Internal Periods, Limits of Authority and Holds are used in Proliance during configuration. They will work with each and setting and/or document to see the impact on workflow, tracking, and reporting.</p>

<i>DAY</i>	<i>CONFIGURATION &amp; SUPPORT COURSE TOPICS</i>
<b>Local Administration Configuration Tool</b>	
<b>2</b>	<p><b>Configuration Setup: First Steps</b></p> <p>After a quick review of the overall steps for configuring Proliance, attendees will learn via hands-on practice what the first steps are for configuring a new Proliance installation, including defining the File Management Server (FMS), mark-up directory, and the creation of an Organization account and an administrative user.</p>
<b>2</b>	<p><b>Creating and Modifying Templates</b></p> <p>After this unit, attendees will understand what templates need to be created for a successful implementation and will know exactly how to create Organization, Program, Project, and Document templates.</p>
<b>2</b>	<p><b>Configuring Document Templates and Workflow</b></p> <p>In this section, attendees will make the workflow defined in the previous section come to life by configuring workflow for a specific document. After configuration, users will have the opportunity to view the document from the user perspective and see the notices and state changes generated by that workflow template.</p>

<b>2</b>	<p><b>Setting Field Attributes</b></p> <p>During a hands-on exercise to create the various templates and define workflow for a specific document, attendees will learn how to take advantage of the flexibility in Proliance to configure field settings to match their company’s needs. Topics covered include setting default values, marking fields as required, showing or hiding fields, and setting editing permissions at the field level.</p>
<b>Resource Editor</b>	
<b>3</b>	<p><b>Tailoring Field Nomenclature</b></p> <p>Attendees will learn how to create custom cultures to fit company lingo or to adapt for use in other countries. They will use Resource Editor to identify and modify Proliance fields for the custom culture.</p>
<b>Lookup Editor</b>	
<b>3</b>	<p><b>Lookup List Configuration</b></p> <p>To ensure consistent use of company terminology and improve reporting, Proliance offers the ability to create lookup lists tailored to your organization. This unit describes how to create those lists.</p>

<b>DAY</b>	<b>CONFIGURATION &amp; SUPPORT COURSE TOPICS</b>
<b>Troubleshooting &amp; Support</b>	
<b>3</b>	<p><b>Installing Service Packs</b></p> <p>Learn how to efficiently install Proliance upgrades and service packs.</p>
<b>3</b>	<p><b>Troubleshooting Tips &amp; Resources</b></p> <p>Hear about the most frequently asked questions from users and learn about the resources available to you to assist you in supporting your users.</p>

## **Proliance Intensive (“Boot Camp”)**

Power users and implementation team members will learn about Proliance applications and an overview of configuration and support in this 5-day course. It is an overview of Foundations and Business Applications curriculum. It is intended for people who will be designated “Power Users” of the Proliance system or are participating in making decisions regarding configuration and implementation.

### **Proliance Scheduling**

This session teaches technical staff how to design Schedule Templates, Scheduling Views and Reporting to best customize the Proliance Scheduling capabilities to manage tasks and resources in projects.

<b>Audience:</b>	Technical staff Proliance administrators Power Users
<b>Knowledge to Leverage:</b>	Use of Gantt Views Tasks and Resources Management Critical Path Analysis Baselines
<b>Tools to Use:</b>	Scheduling Configuration Components Scheduling Templates Scheduling Views, Reporting, and Exporting Options

<b>HOURS</b>	<b><i>PROJECT SCHEDULES, RESOURCES, AND SCHEDULE REPORTS</i></b>
<b>8</b>	In this course, attendees will create a new project schedule and explore the various settings that help them track vital project information. Attendees will also learn about resources, including how to assign resources to a project, record expected hours, and other pertinent information regarding resources. In the reporting section of this unit, all of the methods for extracting information from a project are covered, including configuring custom on-screen views and available reports. Attendees will then learn about how Proliance Scheduling can help keep projects on task and the best practices for utilizing the Proliance Scheduling Application through baselines, critical path analysis, and project status date.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a

stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **6. INSPECTION OF SERVICES**

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

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

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

## **11. INVOICES**

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

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## 16. PRICING FOR IT PROFESSIONAL SERVICES

### PRICING

<b>INDIVIDUAL SERVICES (HOURLY)</b>	<b>GSA HOURLY RATE (INCLUDING IFF)</b>
Configuration and Product Implementation	\$200
Project Management	\$200
Design Services	\$200
Development Services	\$200

### LABOR CATEGORY DESCRIPTIONS

#### **IMPLEMENTATION CONSULTANT (PROVIDES CONFIGURATION AND PRODUCT IMPLEMENTATION SERVICES)**

##### **Job Summary:**

The Implementation Consultant, as a member of the Meridian Professional Services Team, plays a key role in the success of a client's implementation of Meridian solutions. The Implementation Consultant works closely with senior members of the services team to understand client business requirements, document detailed designs, configure, test and troubleshoot Meridian products. The ideal candidate should possess strong organizational and communication skills as well as a driving desire to solve problems and learn new concepts.

##### **Duties and Responsibilities:**

The Implementation Consultant will be involved in all phases of client solution deployment and will lead and participate in the following activities.

- Analyze customer business requirements and objectives
- Work with client and other consultants to develop client solution
- Document business, configuration, reporting and customization requirements
- Perform configuration of products according to approved design documents
- Conduct product training sessions for the customer
- Provide first level consulting and product support for clients
- Communicate project issues that may impact the project's success
- Provide remote and onsite operational support, problem determination and resolution
- Provide performance input of other staff assigned to the project
- Submit accurate weekly timesheets and expense reports
- Participate in department/company meetings
- Travel as required throughout US and overseas (expected 50% minimum)
- Performs other duties as required

##### **Experience, Education & Skills:**

- BS degree in Civil/Construction Engineering, Construction Management, related field or equivalent experience.
- 3 – 5 years working experience with Project Management/Controls software within the Capital Facilities industry
- Familiar with project management/control software solutions such as Prolog, Proliance, Primavera Suretrak, MS Project, Primavera Expedition, Constructware or equivalent
- Excellent organization and communication skills

- Strong presentation, written and oral communication skills
- Demonstrated ability to learn new software and technologies
- Ability to work in a fast paced, team oriented environment
- Strong initiative to solve problems and escalate issues

**PROJECT MANAGER  
(PROVIDES PROJECT MANAGEMENT SERVICES)**

**Duties & Responsibilities:**

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1. Analyze customer business requirements and application objectives.
2. Development of project implementation plan and schedule.
3. Develop system design, functional and technical specifications to meet customer functionality, customization, and Integration requirements.
4. System configuration and customization based on defined specification.
5. Assist sales team in functional and technical specification preparation for bid tendering or business proposal.
6. Project Change Management, Issue Management, Communication Plans
7. Manage all Project Resources (Consultants, contractors, etc)
8. Maintain Project within Budget and on Schedule
9. Provide Performance reviews of resource staff assigned to Projects.
10. Provide consistent reporting to Supervisor on status of Projects, Backlog, Support/Development issues, etc.
11. Submit accurate weekly timesheets and expense reports
12. Resolve Invoicing and Customer Satisfaction Issues within Projects

**Essential Knowledge & Skills:**

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1. 5 – 10 years of working experience in Project and/or Program Management. Construction Experience strongly preferred.
2. PMP Certification strongly preferred.
3. Demonstrated Experience and Expertise in Project Management application system implementation.
4. Demonstrated strong interpersonal communication, presentation, organization, planning and project management skills.
5. Basic level Knowledge of Crystal Report programming.
6. Initiative with strong analytical and problem solving skills.
7. Basic level knowledge of SQL Database and client-server architecture.
8. Basic level knowledge of application development, testing & certification
9. Strong business acumen, high energy, self-motivated and able to work under pressure.
10. Fluent in oral and written English.
11. Extensive travel throughout USA and internationally.

**BUSINESS CONSULTANT  
(PROVIDES DESIGN SERVICES AND CONFIGURATION AND  
PRODUCT IMPLEMENTATION SERVICES)**

**Job Summary:**

The Business Consultant, as a member of the Meridian Professional Services Team, plays a key role in the success of a client's implementation of Meridian solutions. The Business Consultant takes a lead role on the services team to discover and define client business requirements, document designs, configure, test and troubleshoot Meridian products. The Business Consultant ensures the client tailored solution is well documented and meets the business needs of the client. The ideal candidate should possess a strong understanding of the capital facilities domain, is an

expert in Meridian products and complimentary 3<sup>rd</sup> party products, has excellent written and communication skills and is driven to solve customer business challenges.

**Duties and Responsibilities:**

The Business Consultant will be involved in all phases of client solution deployment and will lead and participate in the following activities.

- Analyze customer business requirements and objectives
- Participate in the development of project implementation plan and schedule
- Work with client and other consultants to develop system design, functional and technical specifications to meet customer functionality, reporting, customization and integration requirements.
- Perform configuration of products according to approved design documents
- Conduct product training sessions for the customer
- Provide first level consulting and product support for clients
- Communicate project issues that may impact the project's success
- Provide remote and onsite operational support, problem determination and resolution
- Provide performance input of other staff assigned to the project
- Submit accurate weekly timesheets and expense reports
- Participate in department/company meetings
- Travel as required throughout US and overseas (expected 50% - 70%)
- Performs other duties as required

**Experience, Education & Skills:**

- BS degree in Civil/Construction Engineering, Construction Management, related field or equivalent experience.
- 5 – 10 years working experience with Project Management/Controls software within the Capital Facilities industry
- Demonstrated experience implementing Project Management/Controls software within the Capital Facilities industry
- Familiar with project management/control software solutions such as Prolog, Proliance, Primavera Suretrak, MS Project, Primavera Expedition, Constructware or equivalent
- Basic knowledge of Cognos Report development methodologies
- Basic knowledge of SQL Database and WebServices
- Understanding of application development, testing & certification
- Strong business acumen, high energy, self-motivated and ability to work under pressure
- Excellent organization and communication skills
- Demonstrated planning and project management skills
- Strong presentation, written and oral communication skills
- Ability to work in a fast paced, team oriented environment
- Strong initiative to solve problems and escalate issues

**TECHNICAL CONSULTANT**

**Job Description:**

The primary role of a Technical Consultant is to implement software solutions that meet the business objectives of our customers. Implementing software solutions consists of

- Analyzing customer business requirements
- Provide technical consulting
- Participating in discovery sessions
- Participating in the technical design process
- Ensure solutions are delivered and deployed successfully

Technical Consultants will have a proven track record (3+ years) of implementing high quality solutions.

**Technical Skills:**

- Database
  - o SQL / Administration (MS-SQL / Oracle)
- Software Development
  - o Visual Basic / COM / ASP
  - o Microsoft .NET / ASP.NET
  - o Web Services / XML
  - o Microsoft Office SDK / VSTO / SmartDoc's
- Integration / Middleware
  - o BizTalk / Web Methods / SAP / PeopleSoft / JDE
- Reporting Technologies
  - o Cognos / Crystal / MS-Reporting / OLAP

Technical Consultants should have a general competency level in all these areas, working level in 5 or more and have expert knowledge in 3 or more areas.

**General Level Competency:**

- Demonstrates the ability to perform tasks using the technology
- Ability to articulate the strengths and weakness' of the technology
- Ability to install / administer the technology

**Working Level Competency:**

- Ability to work with the technology to deliver solutions to our customers
- Knowledge of advanced level concepts within the technology

**Expert Level Competency:**

- Ability to mentor others in the appropriate use of the technology
- Ability to articulate trends developing in that area of technology
- Knowledge on advanced optimization strategies using the technology

**Other Skills:**

- Time Management
- Project Management
- Client Presentation Skills
- Estimation Skills
- Good written / oral communication
- Good business and technical understanding of Meridian Products (Proliance / Prolog)

**Responsibilities / Objectives:**

- Work with Project Managers to ensure proper project tracking and controls are being met (Timesheets, Estimates, Schedule)

- Travel to customer sites (10-20% travel)
- Ensure all artifacts (documentation / code) is produced to Meridian standards
- Work with support and customers to troubleshoot issues related to the implementation of custom solutions
- Escalate issues to more senior members of the Tech Services team when appropriate.
- Research and develop skills in new technologies as directed by the Technical Services Manager.

**Promotion Criteria:**

A Technical consultant should be considered for promotion to Senior Technical Consultant when they have shown consistent achievement above what is required at this level for 2 quarters. The key criteria used for promotion would be:

- A deeper understanding of technologies listed in the Appendix to the point where a measured improvement in productivity is observed
- An expansion of leadership skills; demonstrated by leading technical projects to a successful completion

## ATTACHMENTS

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

#### PREAMBLE

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

#### COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

**Marc Krichman, Director of Sales Operations**

**916-294-2084 (Phone)**

**916-294-2085 (Fax)**

**mkrichman@meridiansystems.com**



BPA NUMBER \_\_\_\_\_

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

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