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1E Ltd, CP House, Fax: +44 (0)20 8840 9578  
97-107 Uxbridge Rd, Email: info@1e.com  
London W5 5TL, UK. Website: www.1e.com



State of West Virginia

Department of Administration

Purchasing Division

2019 Washington Street East

Post Office Box 50130

Charleston, WV 25305-0130

Thursday 20<sup>th</sup> November 2008

Dear Sir/Madam,

Please find enclosed two duplicate copies of the 1E response to WVOT RFQ Number ISCJ0060.

The first document, and its duplicate, is the 1E response on the WVOT RFQ documentation paper with relevant replacement tables included for the Vendor Cost Proposal Sheet. Additional information regarding the specification responses is provided along with future maintenance options also available.

The second document, and its duplicate, is the 1E response with additional information in the standard 1E response format. We hope you find this detail useful and please contact me should you have any queries regarding 1E and our solutions.

Yours Faithfully,

Vanessa Palmer

1E Business Manager

Toll Free: 1 866 592 4214 Ext: 3490 | FAX Toll Free: 1 866 696 5614 | vanessap@1e.com | www.1e.com

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2008 NOV 20 A 8:15

PURCHASING DIVISION  
STATE OF WV

Intelligent  
Windows  
Management



**west virginia**

West Virginia Office of Technology (WVOT)

1E Response to Request for Quotation ISCJ0060

*WVOT Reference:* ISCJ0060  
*Version:* 1.0  
*Date:* 20<sup>th</sup> November 2008

*1E Contact Person:* Vanessa Palmer, Enterprise Business Manager  
*Contact Telephone:* Toll Free 1 866 592 4214 Extension 3490  
*Contact Fax:* Toll Free 1 866 696 5614  
*Submitted to:* Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street  
East Charleston  
WV 25305-0130

Sealed Bid

*Buyer:* Krista Ferrell – File 21  
*RFQ. No.:* ISCJ0060



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFQ NUMBER  
 ISCJ0060

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE  
 IC INC  
 SPENN PLAZA  
 23rd FLOOR  
 NEW YORK, NY 10001

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 IS&C - CHIEF FINANCIAL OFFICER  
 1 DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/31/2008				

BID OPENING DATE: 11/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		920-45		
MISC. SOFTWARE  REQUEST FOR QUOTATION  THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH WAKE UP, NIGHT WATCHMAN, AND NOMAD ENTERPRISE (OR EQUIVALENTS) APPLICATION SOFTWARE LICENSES THAT WILL PROVIDE FOR THE ROBUST ADMINISTRATION OF PERSONAL COMPUTER POWER MANAGEMENT FOR ALL DESIGNATED DEVICES ON THE TARGET MICROSOFT ACTIVE DIRECTORY DOMAIN STRUCTURE PER THE ATTACHED SPECIFICATIONS.  TECHNICAL QUESTIONS CONCERNING THIS RFQ MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 13, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.  QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.  EXHIBIT 10						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 366-592-4214 DATE 20th NOVEMBER 2008  
 TITLE IC BUSINESS MANAGER FEIN 25-1920852 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

BID NUMBER  
 ISCJ0060

PAGE  
 2


ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 1E INC  
 5 PENN PLAZIA  
 23rd FLOOR  
 NEW YORK, NY 10001

DEPARTMENT OF ADMINISTRATION  
 IS&C - CHIEF FINANCIAL OFFICER  
 1 DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/31/2008				

BID OPENING DATE: 11/20/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUISITION NO.: <i>ISCJ0060</i>						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 SIGNATURE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 866-592-4214	DATE 20th NOVEMBER 2008
TITLE 1E BUSINESS MANAGER FEIN 25-1920852	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFQ NUMBER  
 ISCJ0060

PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 804-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 1E/INC  
 5 PENN PLAZA  
 23<sup>RD</sup> FLOOR  
 NEW YORK, NY 10001

DEPARTMENT OF ADMINISTRATION  
 IS&C - CHIEF FINANCIAL OFFICER  
 1 DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/31/2008				
BID OPENING DATE: 11/20/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
COMPANY <b>1E 20<sup>TH</sup> NOVEMBER</b> DATE						
REV. 11/96						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT MAY BE DEEMED NULL AND VOID, AND TERMINATED WITHOUT FURTHER ORDER.						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
RFQ. NO.: ISCJ0060						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 866-592-4214	DATE 20 <sup>TH</sup> NOVEMBER 2008
TITLE 1E BUSINESS MANAGER	FEIN 25-1920852	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER:  
 ISCJ0060

PAGE:  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 1E INC  
 5 PENN PLAZA  
 23<sup>RD</sup> FLOOR  
 NEW YORK, NY 10001

DEPARTMENT OF ADMINISTRATION  
 IS&C - CHIEF FINANCIAL OFFICER  
 1 DAVIS SQUARE  
 CHARLESTON, WV  
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/31/2008				
BID OPENING DATE: 11/20/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 11/20/2008 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 866-696-5614 -----  CONTACT PERSON (PLEASE PRINT CLEARLY): ----- VANESSA PALMER -----          ***** THIS IS THE END OF RFQ ISCJ0060 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 866-592-4214 DATE: 20<sup>TH</sup> NOVEMBER 2008

TITLE: 1E BUSINESS MANAGER FEIN: 25-1920852 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**Request for Quotation  
ISCJ0060**

005

The West Virginia Office of Technology (WVOT) is requesting quotes for WakeUp, NightWatchman and Nomad Enterprise (or equivalents) application software licenses that will provide for the robust administration of personal computer power management for all designated devices on the target Microsoft Active Directory Domain structure.

**BACKGROUND**

WVOT provides Information Technology management and support services for the Executive Branch of State government. The State is moving toward Agile IT strategy, to facilitate long-term power management sustainability. Green IT and management system efficiency, including improved deployment processes are keys to this strategy. The Governor has an objective to reduce CO2 emissions, by introducing PC power management and reducing server requirements across management infrastructure. The second requirement is to improve the efficiency of infrastructure management, by allowing roaming users to obtain important distributions. Improvement in network efficiency is also a requirement, to better utilize limited connections and bandwidth due to the rising cost and limitation in availability of these resources.

**REQUIREMENTS**

Product must have the following functionalities. The vendor should indicate with an 'X' whether or not their product and organization will meet the requirements and include documentation to confirm.

**Application Requirements**

	Yes	No
<ul style="list-style-type: none"> <li>• Must have the ability to fully integrate into the Office of Technology's existing Microsoft Configuration Manager 2007 (SCCM) infrastructure</li> </ul>	<u>X</u>	___
<ul style="list-style-type: none"> <li>• Must work together with WVOT's standard monitoring and management software (Microsoft System Center and SMS 2003 with Microsoft Deployment suite). A seamless integration is required</li> </ul>	<u>X</u>	___
<ul style="list-style-type: none"> <li>• Must be fully integrated into the Configuration Manager 2007 Administration Console</li> </ul>	<u>X</u>	___
<ul style="list-style-type: none"> <li>• Must provide detailed reporting on power consumption, on a daily and monthly basis, based on department and/or location</li> </ul>	<u>X</u>	___
<ul style="list-style-type: none"> <li>• Must provide detailed reporting on power consumption and costs by department and per computer</li> </ul>	<u>X</u>	___
	Yes	No
<ul style="list-style-type: none"> <li>• Must provide a report of CO2 emissions on daily and monthly basis</li> </ul>	<u>X</u>	___



- Must provide monitoring, reporting and automated fixes for Configuration Manager clients X \_\_\_
  - Must have web-based reporting capabilities X \_\_\_
  - Must allow customization of the web based interface for monitoring and reporting X \_\_\_
  - Must be deployable via SCCM X \_\_\_
  - Must provide ability to configure and control the power scheme on individual computers via group policy through Active Directory or command line X \_\_\_
  - Must reduce required secondary-sites, and distribution points required for SCCM infrastructure software distribution X \_\_\_
  - Must be able to immediately deploy critical patches and applications via the SCCM client policy refresh capabilities \_\_\_ X
  - Must not require the network infrastructure (routers, switches) to be reconfigured to operate correctly X \_\_\_
  - Must allow remote wake-up of computers based on computer name, subnet, or SCCM collection through SCCM admin console X \_\_\_
  - Must allow scheduling of the shutdown of computers based on location, subnet, or SCCM collection based on active directory group policy settings X \_\_\_
  - Must be able to save users' work prior to shutdown to prevent data loss. This must be configurable and/or scriptable to allow for custom applications X \_\_\_
- Yes No
- Must allow deferred scheduled shutdown, at user request X \_\_\_
  - Must allow for deployments to remote locations without requiring additional hardware X \_\_\_
  - Must provide dynamic fault tolerance for application, patch

- and distribution X    \_\_\_
- Must be able to provide onsite assistance to WVOT staff in the installation and configuration of the solution X    \_\_\_
- Must be able to not only power off, but manage the power schemes on Windows computers including, turning off hard disk, monitor, standby and hibernation; whether the equipment is plugged in or on battery X    \_\_\_
- Must be able to prevent shutdown based on a running process X    \_\_\_
- Must run as local system or network service and not require custom account X    \_\_\_
- Must be fully compatible with Microsoft Windows XP Service Pack 2 and higher as well as Windows Vista RTM and higher X    \_\_\_
- Must allow for user to configure their computers power profile through self service portal X    \_\_\_

Vendor Requirements

- Must have delivered this solution in the context of a Microsoft environment, utilizing current management tools from Microsoft System Center suite and Microsoft Deployment tools (a single source solution is required to reduce the TCO and potential for maintenance complexity) X    \_\_\_
- Must have been in business for a minimum of five (5) years X    \_\_\_
- Must be able to provide a reference from at least one customer with an established machine base of at least 20,000 units X    \_\_\_

### 3. West Virginia Office of Technology – Requirements Response

#### 3.1 Application Requirements

Application Requirement	Response
Must have the ability to fully integrate into the Office of Technology's existing Microsoft Configuration Manager 2007 (SCCM) Infrastructure.	Yes. The 1E Wakeup and Nomad solutions both natively integrate into the Microsoft System Center Configuration Manager MMC interface.
Must work together with WVOT's standard monitoring and management software (Microsoft System Center and SMS 2003) with Microsoft Deployment suite). A seamless integration is required.	Yes. The 1E solution set has been specifically designed for full functionality with Microsoft System Center Solutions through close communication and collaboration with the Microsoft System Center development team. Integration of the 1E Nomad solution with the Microsoft Deployment Toolkit is handled via the ConfigMgr Interface for the Task Sequencing engine in order to maintain the Nomad cache through an Operating System Deployment.
Must be fully integrated into the Configuration Manager 2007 Administration Console.	Yes. The 1E Wakeup and Nomad solutions both natively integrate into the Microsoft System Center Configuration Manager MMC interface.
Must provide detailed reporting on power consumption, on a daily and monthly basis, based on department and/or location.	Yes. The 1E Agility Framework Reporting Console provides detailed reports trending power consumption on an extremely granular level. This data can be viewed based on defined date ranges at report run time, meaning the report viewer can enter the specific date range they want to view.
Must provide detailed reporting on power consumption and costs by department and per computer.	Yes. The 1E Agility Framework Reporting Console provides detailed reporting on power consumption costs by department and can also provide detailed reporting based on make and model of computer.
Must provide a report of CO2 emissions on daily and monthly basis.	Yes. The 1E Agility Framework Reporting Console provides detailed reporting on CO2 emissions across the environment based on user-definable date ranges at report generation time.
Must provide monitoring, reporting and automated fixes for Configuration Manager clients.	Yes. The 1E Wakeup solution provides comprehensive computer health checks comprising of over 20 different tests for the workstations within the managed environment. Some of these tests can be configured for automated resolution, and others are for pro-active visibility into potential issues on the workstations
Must have web-based reporting capabilities.	Yes. The 1E Power and Patch Management Pack provides the 1E Agility Framework Reporting engine that leverages Microsoft IIS and provides web based reporting functionality.
Must allow customization of the web based interface for monitoring and reporting.	Yes. The 1E Agility Framework can be modified to match the internal corporate intranet, as well as custom reports can be created that suit the needs of WVOT.

Must be deployable via SCCM.	Yes. All of the 1E solutions are fully deployable via Microsoft System Center Configuration Manager. All of the solutions are designed with Windows Automation in mind, and the installation package is Microsoft Windows Installer MSI format, and provides extensive unattended installation capabilities via the installation command line.
Must provide ability to configure and control the power scheme on individual computers via group policy through Active Directory or command line.	Yes. 1E NightWatchman provides the ability for full configuration via Active Directory, as well as the Windows Command line.
Must reduce required secondary sites, and distribution points required for SCCM infrastructure software distribution.	Yes. 1E Nomad Enterprise reduces the need for secondary sites throughout the enterprise, allowing for full control of the deployments within the environment without the overhead of multiple site servers.
Must be able to immediately deploy critical patches and applications via the SCCM client policy refresh capabilities.	Yes. The 1E Wakeup Solution provides the ability to deploy software immediately upon the Mandatory Advertisement Schedule, ensuring successful deployment of computers regardless of their power state by leveraging the Magic Packet to power on computers that are powered off, as well as the same magic packet being intercepted by the 1E Wakeup Agent triggering a Machine Policy Refresh turning Configuration manager from a "pull" service into a "push" service.
Must not require the network infrastructure (routers, switches) to be reconfigured to operate correctly.	Yes. The 1E solution Set has been designed to work in default network configurations requiring zero modifications to the current infrastructure at WVOT.
Must allow remote wake-up of computers based on computer name, subnet, or SCCM collection through SCCM admin console.	Yes. The 1E Wakeup service can wake up individual machines, groups of machines based on IP Subnet, or machines based on ConfigMgr collection membership.
Must allow scheduling of the shutdown of computers based on location, subnet, or SCCM Collection based on Active Directory Group Policy Settings.	Yes. 1E NightWatchman can be configured either via Group Policy or ConfigMgr to schedule shutdowns based on any criteria that the environment requires.
Must be able to save users' work prior to shutdown to prevent data loss. This must be configurable and/or scriptable to allow for custom applications.	Yes. 1E NightWatchman provides the ability to save documents as a part of the shutdown process. By default Microsoft Office solutions are provided, as well as documentation on the 1E NightWatchman API to allow for customization of scripting for other applications.
Must allow deferred scheduled shutdown, at user's request.	Yes. 1E NightWatchman provides the ability for users to defer a shutdown based on either a predetermined retry schedule or for up to 24 hours.
Must allow for deployments to remote locations without requiring additional hardware.	Yes. 1E Nomad Enterprise provides for software deployment with dynamic bandwidth throttling directly to ConfigMgr clients from a central distribution point, requiring no extra hardware to be installed at remote locations.
Must provide dynamic fault tolerance for application, patch and distribution.	Yes. 1E Nomad Enterprise provides for dynamic fault tolerance with failover technology built in so that if the dynamically elected master should be shutdown or otherwise become available, all other machines are aware of this and a new election is immediately instantiated, and a new master is elected and picks up where the original left off, not only providing the failover capabilities required, but minimizing the "re-download" of the current package with a checkpoint-level restart.
Must be able to provide onsite assistance to	Yes. The solution will be delivered onsite by 1E Professional

	<p>documentation.</p> <p>1E provides support under an ITIL framework thereafter. If WVOT later requires onsite assistance at any time, 1E Professional Services Consultants and Developers are available for hire and a TAM services is also available as an upgrade to any Premier Support package.</p>
<p>Must be able to not only power off, but manage the power schemes on Windows computers including, turning off hard disk, monitor, standby and hibernation; whether the equipment is plugged in or on battery.</p>	<p>Yes. 1E NightWatchman provides for complete control over shutdown modes, including full shutdown, standby, hibernate, as well as simple logoff, as well as the configuration of Power Schemes that determine when to standby the monitor, hard drive, regardless of power method. Settings can be configured based on battery or plugged in.</p>
<p>Must be able to prevent shutdown based on a running process.</p>	<p>Yes. 1E NightWatchman provides two methods of achieving this. One is an exception list of processes that would defer a shutdown if they are detected as running as well as a "pre-flight" script that can defer shutdown based on any number of definable criteria.</p>
<p>Must run as local system or Network Service and not require Custom Accounts.</p>	<p>Yes. Both the 1E NightWatchman and the 1E Wakeup solutions are configured to run without customized accounts being created.</p>
<p>Must be fully compatible with Microsoft Windows XP Service Pack 2 and higher as well as Windows Vista RTM and higher.</p>	<p>Yes. 1E solutions have been developed for all Microsoft operating systems from Windows XP SP1 and forward.</p>
<p>Must allow for user to configure their computers power profile through self service portal</p>	<p>Yes. 1E NightWatchman power profiles can be pre-configured and then "shopped" for via the 1E Shopping Portal, or another portal and the configuration can then be deployed via Configuration Manager.</p>
<p><b>Vendor Requirements</b></p>	
<p>Must have delivered this solution in the context of a Microsoft environment, utilizing current management tools from Microsoft System Center suite and Microsoft Deployment tools (a single source solution is required to reduce the TCO and potential for maintenance complexity</p>	<p>Yes. This solution has been deployed across over 3 million PCs, the majority of which are managed under Microsoft System Center and all of which run Microsoft operating systems.</p> <p>1E not only provides this solution to large, complex organizations but also delivers the underlying environment into which it integrates, Microsoft System Center, Microsoft Deployment tools and Microsoft infrastructure.</p> <p>1E designs, delivers and maintains all its solutions.</p> <p>1E will support this solution fully from a single, in-house team.</p> <p>To reduce TCO even further, 1E has applied a free support period and a discount for up to 4 years of support.</p> <p>Maintenance is managed effectively through the adherence to ITIL support framework practices.</p>
<p>Must have been in business for a minimum of 5 years.</p>	<p>Yes. 1E was incorporated in 1997. 1E has delivered power management specific solutions to large government and commercial organizations for 8 years.</p>
<p>Must be able to provide a reference from at least one customer with an estimated machine base of at least 20,000 units.</p>	<p>Yes. 1E works with over 20 customers with a machine base of 100,000 and many of the size of 20, 0000. 1E can provide references from any of its 1000 customers.</p>

#### 4. Vendor Cost Proposal Sheet

QTY	APPLICATION	DESCRIPTION	BID COST Per Unit
1-9	1E WakeUp	Includes 1 year free maintenance.	6.50
10-99		Includes 1 year free maintenance.	6.50
100-999		Discount when purchased as Power & Patch Management Pack with NightWatchman applied. Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	5.63
15,000			5.63
<b>Subtotal Cost for 15,000 Wake Up licenses</b>			<b>84,450.00</b>
1-9	NightWatchman	Includes 1 year free maintenance.	13.50
10-99		Includes 1 year free maintenance.	13.50
100-999		Discount when purchased as Power & Patch Management Pack with 1E WakeUp applied. Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	5.63
15,000			5.63
<b>Subtotal Cost for 15,000 Night Watchman licenses</b>			<b>84,450.00</b>
1-9	Nomad	Discount when purchased as Nomad Enterprise Multicast Pack. Includes 1 year free maintenance.	15.00
10-99		Discount when purchased as Nomad Enterprise Multicast Pack. Includes 1 year free maintenance.	15.00
100-999		Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	11.25
15,000			11.25
<b>Subtotal Cost for 15,000 Nomad licenses</b>			<b>168,750.00</b>
1		Power Management System Installation at the Agency's location at One Davis Square	<b>\$45,000</b> 25 days services @ \$1,800 per day (10% discount applied)
8 Hours		Training	<b>\$1,800</b>
<b>Total Cost</b>			<b>\$384,300</b>

#### 4.1 Vendor Cost Proposal Sheet Notes

For contract award purposes, the Total Cost for 45,000 licenses (15,000 each of the three applications), installation of one (1) version of each application and eight (8) hours training will be the determining factor.

Smaller quantities are for future orders. Vendor's price must be valid for the life of the contract. WVOT reserves the right to request two (2) optional one-year contract extensions.

Vendor submittal must include one (1) power management system installation at One Davis Square, Charleston, WV with eight (8) hours of training in the total cost. Annual support must be included in the unit cost for each license. Annual support for additional licenses purchased will begin when the license is purchased.

#### 4.2 Optional Maintenance Extension Offer

This table illustrates an optional discounted offer available to secure maintenance for a further three years following the initial free first year.

<b>QTY</b>	<b>APPLICATION</b>	<b>DESCRIPTION</b>	<b>BID COST Per Unit</b>
<b>3 Years 15,000 Desktops</b>	<b>NightWatchman 1E WakeUp Nomad Enterprise</b>	Additional maintenance years 2 – 4 Includes 20% discount (rounded to nearest 10%)	\$9.60 per desktop for 3 years  (\$3.20 per desktop per year)
		<b>Total</b>	<b>\$144,000</b>

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: TE

Authorized Signature:  Date: 20<sup>th</sup> NOVEMBER 2008





**west virginia**

West Virginia Office of Technology (WVOT)

1E Response to Request for Quotation ISCJ0060

*WVOT Reference:* ISCJ0060  
*Version:* 1.0  
*Date:* 20<sup>th</sup> November 2008

*1E Contact Person:* Vanessa Palmer, Enterprise Business Manager

*Contact Telephone:* Toll Free 1 866 592 4214 Extension 3490

*Contact Fax:* Toll Free 1 866 696 5614

*Submitted to:* Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street  
East Charleston  
WV 25305-0130

Sealed Bid

*Buyer:* Krista Ferrell – File 21

*RFQ. No.:* ISCJ0060

**Document Controls**

**Document History**

Version	Date	Comments	Authors
1.0	20th November 2008	Confidential	<b>Vanessa Palmer</b> Business Manager 1E <b>Brian Tucker</b> Solutions Engineer 1E

**Circulation List**

Name	Company
<b>Krista Ferrell</b>	Department of Administration, IS&C – Chief Financial Officer

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# 1. Executive Summary

State of West Virginia Office of Technology (WVOT) requests a quotation for solutions to aid in its agile IT strategy. The specific objectives include sustainable power management and improved deployment processes. The strategy is driven by the governor-led target to reduce carbon emissions by 10% and reduction in costs. This will be achieved by introducing PC power management software and reducing servers in the managed infrastructure. Improved deployment will be achieved through the introduction of a solution to effectively manage bandwidth and network constraints so as to enable roaming users to obtain vital distributions and reduce TCO of the managed IT estate.

## 1.1 The Proposed Solution

The solutions recommended are 1E's **Power & Patch Management Pack** comprising **1E WakeUp and NightWatchman** for power management with client health and **Nomad Enterprise** for successful software distribution management and server rationalization. The required benefits detailed in section 2 of this document are delivered through the following software tools:

- ◇ 1E WakeUp
- ◇ NightWatchman
- ◇ Agility Framework Reporting
- ◇ Nomad Enterprise

1E installation services ensure a swift and accurate deployment to facilitate ROI as early as possible. On-going support is also recommended in this proposal and is provided through 1E's ITIL structured Technology Support Center.

-Solution details are provided in answer to the specific questions posed by WVOT in its RFQ document ISCJ0060RFQ (answered in this document in Sections 3 & 4) with additional information 1E believes is pertinent, provided thereafter.

The solution proposed is the most popular and best suited for commercial use available currently. 1E provides this solution across over 3 million desktops and 1,000 organizations globally.

1E's unrivalled systems and infrastructure management experience has not only initiated the development of 1E's power management and distribution solutions but also best positions 1E to successfully implement such technologies into complex, distributed commercial environments.

## 1.2 Benefits of the Solution

In partnering with 1E for the implementation of Power & Patch Management Pack and Nomad Enterprise, State of West Virginia will achieve the following:-

- ◇ 4000+ Tons of CO<sub>2</sub> savings every year
- ◇ 100% patch rate success
- ◇ Reduced desktop visits to between 2-5% of PCs
- ◇ Reduced support overhead for OS and software distribution management
- ◇ Simplified, lower maintenance systems management infrastructure
- ◇ Hard cost savings
- ◇ Effective deployment across low speed linked branch sites

## 1.3 Project Success

1E has over 10 years experience of delivering successful SMS and ConfigMgr and over 8 years experience in delivering successful power management solutions projects to global organizations.

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1E offers the best blend of rapid benefits while at the same time managing the inevitable risk associated with deploying new technologies into a complex enterprise. The benefits to State of Virginia of working with 1E include:-

- ◇ 1E will work with the relevant tech teams to define the best implementation of 1E software, provide full design and knowledge transfer.
- ◇ Access to our wide range of experience from contracting with Microsoft as its Premier Management Partner in the US, UK and Europe enabling 1E to assist with any Desktop Deployment Planning Services and Microsoft Core Infrastructure Optimization projects.
- ◇ Unrivalled expertise and longevity in the development of SMS 2003/ConfigMgr software solutions to deliver a well integrated solution to State of West Virginia.
- ◇ A professional services team with an average 15 years specialist industry experience, 13 years proficiency in Microsoft technology and 8 years power management expertise.
- ◇ Experience of delivering solutions for many global organizations including Verizon Wireless, Allstate Insurance, Nestlé, AT&T, HSBC, Microsoft and The US Air Force on behalf of the Pentagon.

#### 1.4 Commercial Offer

The investment outlined in **Section 4** is based on State of West Virginia core requirements and objectives for a power management and deployment solution as defined in the requirements section 3.

There are 4 components to the commercial offer:

Power & Patch Management Pack (1E WakeUp & NightWatchman)	\$22.50 per desktop
Nomad Enterprise Multicast	
Installation Services	\$45,000
Support & Maintenance (4 years)	\$144,000

#### 1.5 About 1E

Founded in 1997, 1E is a world leading specialist in the deployment and management of desktops and servers based on the Microsoft platform. 1E provides software and services solutions that enable enterprises to implement world-class IT infrastructures. 1E is Microsoft's Premier Windows Management Partner, and has deployed solutions to more than 10 million seats across 1000+ enterprises in 42 countries. 1E has worked closely with Microsoft on joint solutions over the last 10 years, in the last 12 months alone our team have implemented combined solutions across 1 million desktops and each of these projects were delivered on time and within budget.

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## 2. Background

### 2.1 West Virginia Office of Technology Operational Drivers and Goals

In its delivery of Information Technology services for the Executive Branch of State Government, WVOT is driving to fulfill its move toward Agile IT strategy and facilitation of long-term power management sustainability

Governor-led targets are set forth as a reduction in carbon emissions by 10%. This translates to reducing the server and PC energy burden. 1E recommends switching PCs off when not in use and removing or consolidating servers used across the managed Windows estate.

Globally CO<sub>2</sub> emissions from all IT operations equal those of the airline industry<sup>1</sup>. Of total IT electricity usage, PCs and monitors constitute 36% with servers producing a further 23%<sup>2</sup>.

1E presents this recommendation for State of West Virginia having taken forward the first commercially viable power management solution for other organizations including Dell and Verizon Wireless. WVOT has defined a need to reduce environmental impact and also improve operations. The solution benefits are summarized as follows:

- ◇ Reduce CO<sub>2</sub> emissions by 10%
- ◇ Streamline support and hardware
- ◇ Patch management and application deployment with minimal disruption to end users.
- ◇ Guarantee security patching/software/OS distribution
- ◇ Manage branch users across slow links but with reduced infrastructure
- ◇ Distribution at specified times
- ◇ Control power states of machines for both pro-active and reactive central management
- ◇ Designed integration with SMS2003 and System Center Configuration Manager (ConfigMgr)
- ◇ Reducing server requirements across management infrastructure to reduce management costs
- ◇ Improve the efficiency of infrastructure management by allowing roaming users to obtain important distributions including security updates.
- ◇ Improvement in network efficiency to better utilize limited connections and bandwidth due to the rising cost and limitation in availability of these resources

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<sup>1</sup> Gartner research published in eWeek

<sup>2</sup> Gartner research published in eWeek

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### 3. West Virginia Office of Technology – Requirements Response

#### 3.1 Application Requirements

Application Requirement	Response
Must have the ability to fully integrate into the Office of Technology's existing Microsoft Configuration Manager 2007 (SCCM) Infrastructure.	Yes. The 1E Wakeup and Nomad solutions both natively integrate into the Microsoft System Center Configuration Manager MMC interface.
Must work together with WVOT's standard monitoring and management software (Microsoft System Center and SMS 2003) with Microsoft Deployment suite). A seamless integration is required.	Yes. The 1E solution set has been specifically designed for full functionality with Microsoft System Center Solutions through close communication and collaboration with the Microsoft System Center development team. Integration of the 1E Nomad solution with the Microsoft Deployment Toolkit is handled via the ConfigMgr Interface for the Task Sequencing engine in order to maintain the Nomad cache through an Operating System Deployment.
Must be fully integrated into the Configuration Manager 2007 Administration Console.	Yes. The 1E Wakeup and Nomad solutions both natively integrate into the Microsoft System Center Configuration Manager MMC interface.
Must provide detailed reporting on power consumption, on a daily and monthly basis, based on department and/or location.	Yes. The 1E Agility Framework Reporting Console provides detailed reports trending power consumption on an extremely granular level. This data can be viewed based on defined date ranges at report run time, meaning the report viewer can enter the specific date range they want to view.
Must provide detailed reporting on power consumption and costs by department and per computer.	Yes. The 1E Agility Framework Reporting Console provides detailed reporting on power consumption costs by department and can also provide detailed reporting based on make and model of computer.
Must provide a report of CO2 emissions on daily and monthly basis.	Yes. The 1E Agility Framework Reporting Console provides detailed reporting on CO2 emissions across the environment based on user-definable date ranges at report generation time.
Must provide monitoring, reporting and automated fixes for Configuration Manager clients.	Yes. The 1E Wakeup solution provides comprehensive computer health checks comprising of over 20 different tests for the workstations within the managed environment. Some of these tests can be configured for automated resolution, and others are for pro-active visibility into potential issues on the workstations
Must have web-based reporting capabilities.	Yes. The 1E Power and Patch Management Pack provides the 1E Agility Framework Reporting engine that leverages Microsoft IIS and provides web based reporting functionality.
Must allow customization of the web based interface for monitoring and reporting.	Yes. The 1E Agility Framework can be modified to match the internal corporate intranet, as well as custom reports can be created that suit the needs of WVOT.

<p>Must be deployable via SCCM.</p>	<p>Yes. All of the 1E solutions are fully deployable via Microsoft System Center Configuration Manager. All of the solutions are designed with Windows Automation in mind, and the installation package is Microsoft Windows Installer MSI format, and provides extensive unattended installation capabilities via the installation command line.</p>
<p>Must provide ability to configure and control the power scheme on individual computers via group policy through Active Directory or command line.</p>	<p>Yes. 1E NightWatchman provides the ability for full configuration via Active Directory, as well as the Windows Command line.</p>
<p>Must reduce required secondary sites, and distribution points required for SCCM infrastructure software distribution.</p>	<p>Yes. 1E Nomad Enterprise reduces the need for secondary sites throughout the enterprise, allowing for full control of the deployments within the environment without the overhead of multiple site servers.</p>
<p>Must be able to immediately deploy critical patches and applications via the SCCM client policy refresh capabilities.</p>	<p>Yes. The 1E Wakeup Solution provides the ability to deploy software immediately upon the Mandatory Advertisement Schedule, ensuring successful deployment of computers regardless of their power state by leveraging the Magic Packet to power on computers that are powered off, as well as the same magic packet being intercepted by the 1E Wakeup Agent triggering a Machine Policy Refresh turning Configuration manager from a "pull" service into a "push" service.</p>
<p>Must not require the network infrastructure (routers, switches) to be reconfigured to operate correctly.</p>	<p>Yes. The 1E solution Set has been designed to work in default network configurations requiring zero modifications to the current infrastructure at WVOT.</p>
<p>Must allow remote wake-up of computers based on computer name, subnet, or SCCM collection through SCCM admin console.</p>	<p>Yes. The 1E Wakeup service can wake up individual machines, groups of machines based on IP Subnet, or machines based on ConfigMgr collection membership.</p>
<p>Must allow scheduling of the shutdown of computers based on location, subnet, or SCCM Collection based on Active Directory Group Policy Settings.</p>	<p>Yes. 1E NightWatchman can be configured either via Group Policy or ConfigMgr to schedule shutdowns based on any criteria that the environment requires.</p>
<p>Must be able to save users' work prior to shutdown to prevent data loss. This must be configurable and/or scriptable to allow for custom applications.</p>	<p>Yes. 1E NightWatchman provides the ability to save documents as a part of the shutdown process. By default Microsoft Office solutions are provided, as well as documentation on the 1E NightWatchman API to allow for customization of scripting for other applications.</p>
<p>Must allow deferred scheduled shutdown, at user's request.</p>	<p>Yes. 1E NightWatchman provides the ability for users to defer a shutdown based on either a predetermined retry schedule or for up to 24 hours.</p>
<p>Must allow for deployments to remote locations without requiring additional hardware.</p>	<p>Yes. 1E Nomad Enterprise provides for software deployment with dynamic bandwidth throttling directly to ConfigMgr clients from a central distribution point, requiring no extra hardware to be installed at remote locations.</p>
<p>Must provide dynamic fault tolerance for application, patch and distribution.</p>	<p>Yes. 1E Nomad Enterprise provides for dynamic fault tolerance with failover technology built in so that if the dynamically elected master should be shutdown or otherwise become available, all other machines are aware of this and a new election is immediately instantiated, and a new master is elected and picks up where the original left off, not only providing the failover capabilities required, but minimizing the "re-download" of the current package with a checkpoint-level restart.</p>



<p>Must be able to provide onsite assistance to WVOT staff in the installation and configuration of the solution.</p>	<p>Yes. The solution will be delivered onsite by 1E Professional Services working with WVOT technical team to guarantee successful deployment and full knowledge transfer with documentation. 1E provides support under an ITIL framework thereafter. If WVOT later requires onsite assistance at any time, 1E Professional Services Consultants and Developers are available for hire and a TAM services is also available as an upgrade to any Premier Support package.</p>
<p>Must be able to not only power off, but manage the power schemes on Windows computers including, turning off hard disk, monitor, standby and hibernation; whether the equipment is plugged in or on battery.</p>	<p>Yes. 1E NightWatchman provides for complete control over shutdown modes, including full shutdown, standby, hibernate, as well as simple logoff, as well as the configuration of Power Schemes that determine when to standby the monitor, hard drive, regardless of power method. Settings can be configured based on battery or plugged in.</p>
<p>Must be able to prevent shutdown based on a running process.</p>	<p>Yes. 1E NightWatchman provides two methods of achieving this. One is an exception list of processes that would defer a shutdown if they are detected as running as well as a "pre-flight" script that can defer shutdown based on any number of definable criteria.</p>
<p>Must run as local system or Network Service and not require Custom Accounts.</p>	<p>Yes. Both the 1E NightWatchman and the 1E Wakeup solutions are configured to run without customized accounts being created.</p>
<p>Must be fully compatible with Microsoft Windows XP Service Pack 2 and higher as well as Windows Vista RTM and higher.</p>	<p>Yes. 1E solutions have been developed for all Microsoft operating systems from Windows XP SP1 and forward.</p>
<p>Must allow for user to configure their computers power profile through self service portal</p>	<p>Yes. 1E NightWatchman power profiles can be pre-configured and then "shopped" for via the 1E Shopping Portal, or another portal and the configuration can then be deployed via Configuration Manager.</p>
<p><b>Vendor Requirements</b></p>	
<p>Must have delivered this solution in the context of a Microsoft environment, utilizing current management tools from Microsoft System Center suite and Microsoft Deployment tools (a single source solution is required to reduce the TCO and potential for maintenance complexity</p>	<p>Yes. This solution has been deployed across over 3 million PCs, the majority of which are managed under Microsoft System Center and all of which run Microsoft operating systems. 1E not only provides this solution to large, complex organizations but also delivers the underlying environment into which it integrates, Microsoft System Center, Microsoft Deployment tools and Microsoft infrastructure. 1E designs, delivers and maintains all its solutions. 1E will support this solution fully from a single, in-house team. To reduce TCO even further, 1E has applied a free support period and a discount for up to 4 years of support. Maintenance is managed effectively through the adherence to ITIL support framework practices.</p>
<p>Must have been in business for a minimum of 5 years.</p>	<p>Yes. 1E was incorporated in 1997. 1E has delivered power management specific solutions to large government and commercial organizations for 8 years.</p>
<p>Must be able to provide a reference from at least one customer with an estimated machine base of at least 20,000 units.</p>	<p>Yes. 1E works with over 20 customers with a machine base of 100,000 and many of the size of 20, 0000. 1E can provide references from any of its 1000 customers.</p>

#### 4. Vendor Cost Proposal Sheet

QTY	APPLICATION	DESCRIPTION	BID COST Per Unit
1-9	1E WakeUp	Includes 1 year free maintenance.	6.50
10-99		Includes 1 year free maintenance.	6.50
100-999		Discount when purchased as Power & Patch Management Pack with NightWatchman applied. Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	5.63
15,000			5.63
<b>Subtotal Cost for 15,000 Wake Up licenses</b>			<b>84,450.00</b>
1-9	NightWatchman	Includes 1 year free maintenance.	13.50
10-99		Includes 1 year free maintenance.	13.50
100-999		Discount when purchased as Power & Patch Management Pack with 1E WakeUp applied. Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	5.63
15,000			5.63
<b>Subtotal Cost for 15,000 Night Watchman licenses</b>			<b>84,450.00</b>
1-9	Nomad	Discount when purchased as Nomad Enterprise Multicast Pack. Includes 1 year free maintenance.	15.00
10-99		Discount when purchased as Nomad Enterprise Multicast Pack. Includes 1 year free maintenance.	15.00
100-999		Additional special discount applied and applicable for additional purchases under this contract. Includes 1 year free maintenance.	11.25
15,000			11.25
<b>Subtotal Cost for 15,000 Nomad licenses</b>			<b>168,750.00</b>
1		Power Management System Installation at the Agency's location at One Davis Square	<b>\$45,000</b> 25 days services @ \$1,800 per day (10% discount applied)
8 Hours		Training	<b>\$1,800</b>
<b>Total Cost</b>			<b>\$384,300</b>

#### 4.1 Vendor Cost Proposal Sheet Notes

For contract award purposes, the Total Cost for 45,000 licenses (15,000 each of the three applications), installation of one (1) version of each application and eight (8) hours training will be the determining factor.

Smaller quantities are for future orders. Vendor's price must be valid for the life of the contract. WVOT reserves the right to request two (2) optional one-year contract extensions.

Vendor submittal must include one (1) power management system installation at One Davis Square, Charleston, WV with eight (8) hours of training in the total cost. Annual support must be included in the unit cost for each license. Annual support for additional licenses purchased will begin when the license is purchased.

#### 4.2 Optional Maintenance Extension Offer

This table illustrates an optional discounted offer available to secure maintenance for a further three years following the initial free first year.

QTY	APPLICATION	DESCRIPTION	BID COST Per Unit
3 Years 15,000 Desktops	NightWatchman 1E WakeUp Nomad Enterprise	Additional maintenance years 2 – 4 Includes 20% discount (rounded to nearest 10%)	\$9.60 per desktop for 3 years (\$3.20 per desktop per year)
		<b>Total</b>	<b>\$144,000</b>

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## 5. Additional Information

### 5.1 About 1E

Founded in 1997, 1E is a world leading specialist in the deployment and management of desktops and servers based on the Microsoft platform. With over 100 personnel worldwide 1E specializes in helping the largest organizations in the world implement SMS/ConfigMgr based solutions both natively and also in conjunction with our portfolio of software solutions designed to enhance the SMS/ConfigMgr platform.

1E works extensively with Microsoft both in the deployment space and also with their product division to ensure 1E solutions work in harmony with the SMS/ConfigMgr platform and deliver real benefits to organizations.

1E solutions for power management are now compatible with any environment running Active Directory services on a supported Windows platform.

### 5.2 1E Software Solutions

Our software solutions have been deployed to over 10 million machines worldwide and 1E has extensive experience in assisting organizations with in excess of 100,000 machines to manage them more effectively. Focusing around agility and visibility 1E solutions enable organizations to reduce the cost of managing its IT estate, provide greater control and flexibility over the management of PC's and ultimately provides companies with the ability to rapidly effect change within their environment thus enabling them to meet whatever challenges they face within their business.

1E leads the way in the green computing space with its NightWatchman product which enables organizations save millions of \$'s in power savings as well as reducing the CO<sub>2</sub> footprint through reduced energy consumption. Other organizations that have benefited from this technology include HSBC, Dell and Verizon Wireless

### 5.3 1E and Energy Management

1E's energy management solution, NightWatchman and the Power and Patch Management Pack is recognized globally as a leading PC power management solution. NightWatchman has recently been awarded the 'Enterprise Software Product of the Year' prize at the prestigious 2007 CNET Networks UK Business Technology Awards.

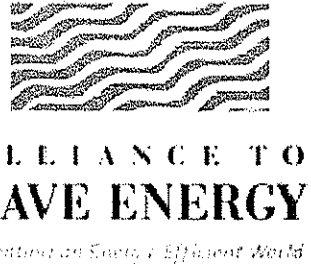

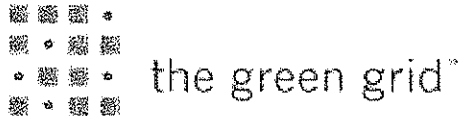

Energy use is rapidly becoming a major concern for business. Energy saving measures can be implemented with a minimum of cost and disruption to normal operation. Leaving an average desktop PC constantly switched on, perhaps for convenience or IT administration purposes, costs in excess of £50/ year and up to 0.5 metric tons of CO<sub>2</sub> per year per PC.

1E believes that NightWatchman can and should play a significant part in helping organizations meet their targets for power savings and CO<sub>2</sub> reduction. 1E believes that through a centrally coordinated and mandated approach, 1E's robust power management solution can deliver a major breakthrough in WVOT's approach to tackling these issues. The benefits of such an approach would be:

- ◇ Accelerated delivery of CO<sub>2</sub> savings representing a significant and measurable step in environmental commitments.
- ◇ Centralized (auditable) measurement and reporting across the WVOT estate (CO<sub>2</sub>, kWhs and £'s).
- ◇ Measurable cashable savings/ cost avoidance that will deliver an average of 3-6 month ROI on an individual organization basis.
- ◇ Coordinated approach to education and awareness across the enterprise
- ◇ Reduced requirement and cost of 1E implementation and support services, savings which can be offset in significantly reduced cost of an enterprise license.
- ◇ Catalyst to accelerate delivery of other power management solutions and environmental initiatives.
- ◇ Approach that will guarantee delivery of the Energy management 'quick win'

## 5.4 1E's Commitment to Climate Change

1E is committed to making a positive environmental contribution and helping organizations reduce energy consumption. As such, we participate and engage actively in associated trade/ industry organizations as outlined in the table below.

<p><b>Alliance to Save Energy</b></p>	<p>The Alliance to Save Energy is a Global nonprofits coalition of prominent business, government, environmental, and consumer leaders who promote the efficient and clean use of energy worldwide to benefit the environment, the economy, and national security More than 100 Global corporations and business trade associations work together through the Alliance to promote greater investment in cost-effective energy efficiency.</p>	
<p><b>Climate Savers Initiative</b></p>	<p>Started by Google and Intel in 2007, the Climate Savers Computing Initiative is a nonprofits group of eco-conscious consumers, businesses and conservation organizations. The Initiative was started in the spirit of WWF's Climate Savers program which has mobilized over a dozen companies since 1999 to cut carbon dioxide emissions, demonstrating that reducing emissions is good business. Their goal is to promote development, deployment and adoption of smart technologies that can improve the efficiency of a computer's power.</p>	
<p><b>The Green Grid</b></p>	<p>The Green Grid is a consortium of information technology companies and professionals seeking to lower the overall consumption of power in data centers around the globe. The organization is chartered to develop meaningful, platform-neutral standards, measurement methods, processes and new technologies to improve energy efficient performance of global data centers. Membership to The Green Grid is open to those companies and information technology professionals with an interest in helping to support the movement to improve data centre power consumption, and improve overall efficiency.</p>	
<p><b>Energy Star</b></p>	<p>ENERGY STAR is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy helping us all save money and protect the environment through energy efficient products and practices. ENERGY STAR works with more than 9,000 public and private sector organizations to improve the energy and financial performance of their business, manufacture products to meet ENERGY STAR specifications, sell ENERGY STAR labeled products to meet consumer demand for more environmentally friendly choices on store shelves.</p>	

## 5.5 Partners

1E also works closely with a number of partners including:



1E has for many years been a Microsoft Gold Certified Partner both through its integration of software into Microsoft products and work with Microsoft Consulting Services around the world.



Dell invested in 1E's full software portfolio in 2006 and is saving \$1.8m per annum in reduced PC energy costs. This success led to the formation of a partnership allowing Dell to provide all of 1E's software and services to its customers and prospects.



1E has already worked closely with Intel to ensure its 1E WakeUp solution can integrate with Intel VPro technology and continues to build relationships with this important technology vendor.

## 5.6 1E Professional Services

1E's professional services group is the bedrock of the company and historically provides the innovative ideas behind many of the 1E software solutions. Made up of a focused and specialist team of consultants with an average of 10 years SMS experience these individuals have delivered some of the largest and most complex SMS environments around the world. Whether it is designing and building SMS/ConfigMgr environments from scratch, migrating from alternate management platforms to SMS, assisting with any existing underlying infrastructure issues (to allow SMS deployment to take place) or advising on 1E software integration into existing SMS environment, 1E's consultants have faced each challenge head on. This has led to 1E having a 100% success record in the delivery of SMS/ConfigMgr solutions.

While ConfigMgr is a relatively new platform in terms of public availability, 1E has been working with this latest version of SMS for over 18 months. Through extensive involvement in the Microsoft partner TAP program, 1E has been testing and advising Microsoft on the solution to ensure it meets their vigorous quality criteria. In addition to the TAP activity, 1E consultants have already undertake Proof of Concept (POC) activity on ConfigMgr for over 10 companies around the world and is presently deploying ConfigMgr to a major investment back in the New York area to support over 80,000 machines. 1E has also recently assisted a major oil company with integration of 1E solutions against a ConfigMgr environment managing over 200,000 machines.

1E believes that the combination of its world class software solutions coupled with its extensive knowledge and understanding of Microsoft System Center technologies puts us in a unique position to deliver a complete solution that will meet WVOT's needs for both the short term and the future.

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## 5.7 1E Technical and Project Management Approach

1E will provide dedicated technical resources in accordance with its man-time estimates and project plan. One of the technical resources appointed to WVOT will take the principal role of providing all appropriate project management documents to the appointed WVOT project manager. With a project of this size and importance it is imperative that a dedicated WVOT project manager is available and assigned to the project throughout its lifecycle.

1E's approach to project management is based around a clear definition of scope, a strong formal process for change control and agreed responsibilities for both 1E and the client or third parties. This is linked to both MOF and PRINCE project management methodologies and is embodied in the 1E Statement of work. To date, 1E has never failed in its delivery of projects against this framework.

A formal Risk Log will be produced at the commencement of the project and will track all project risks for both probability and impact. These will be tracked through a "Traffic Light" system and monitored on a weekly basis by the 1E principal consultant, project director and WVOT Project Manager.

1E has extensive exposure to the Microsoft management and infrastructure technology products. This has been achieved through:

- ◇ 1E's active and participating membership of the SMS/ConfigMgr Partner TAP (Technology Adoption Program) since its inception.
- ◇ 1E is already completed all design activity for a major SMS/ConfigMgr deployment into a major investment bank in North America and has completed a number of other successful SMS/ConfigMgr Proof of Concepts for other major banks which has resulted in High Level Design phases being initiated with these organizations.
- ◇ 1E has modified its software to work with the new SMS/ConfigMgr platform and is currently deploying these solutions for a major Oil company with over 200,000 desktops.
- ◇ 1E has worked closely with the Microsoft SMS/ConfigMgr product group to further integrate its Nomad Enterprise product into the SMS/ConfigMgr solution to provide seamless integrated functionality.

Through all of the above work, 1E's consultants have gained extensive experience and knowledge of the latest platform from Microsoft and are in an unrivalled position to deploy power management solutions at an enterprise level and maximize the value it can bring to an organization.

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## 6. The Proposed 1E Solution

1E's business is focused on helping organizations reduce the overall cost and administrative burden of managing a large number of desktops, servers and IT networks.

WVOT recognizes the need to improve the current levels of power savings and to provide the ability to quantify and report on those savings. The 1E Power Management solution provides additional functionality over and above SMS/ConfigMgr to meet the key requirements as listed by WVOT.

With over 30 management and infrastructure consultants working across many large organizations, 1E receives constant feedback for ideas on improving and enhancing SMS/ ConfigMgr and the 1E tools. These ideas are reviewed by our consultants and development teams, researched and if there is a wide need for such solutions – developed and productized. Always looking to be at least 2 years ahead of Microsoft, 1E are innovative and agile. The solutions address real problems that organizations have today, with a return on investment usually between 3 to 6 months.

### 6.1 1E Power and Patch Management Solution

1E has developed an energy management solution to reduce PC power usage and carbon emissions within a networked environment. This is known as Power & Patch Management Pack, consisting of two tools NightWatchman and 1E WakeUp. NightWatchman and 1E WakeUp together provide the perfect balance between energy savings and enabling fast and safe updating or patching of software across an entire enterprise. The solution addresses the challenge of shutting down PCs in a large network where users require different settings for working and out-of-office hours. NightWatchman is a software solution that uses reliable and proven technology to enable centralized control over shutting down PCs in an enterprise and enforcing corporate energy power schemes. NightWatchman effectively guarantees that all PCs are shut down every night, even when individuals forget.

NightWatchman enforces corporate energy schemes by saving any open user files and then shutting down unused PCs. 1E WakeUp powers up PCs in order to apply patches and updates. 1E WakeUp remotely turns on PCs at the start of the working day, provides the capability to allow users to power on their machines when working remotely, or when needed for patching - even over large and secure networks.

NightWatchman is installed on every desktop PC. The client can be controlled on a schedule or on an ad hoc basis (for example after a security patch or software update distributions). Upon execution it can perform any of the following actions:

- ◇ Shut down
- ◇ Standby
- ◇ Hibernate
- ◇ Log-Off

This service uses Windows native APIs to set the correct power level of the system.

This solution is now in its fifth generation. It has been deployed across 6 million seats globally across both public and private sector organizations.

#### **Key features and benefits include:**

- ◇ Reduces bottom-line energy costs, saves energy and reduces CO<sub>2</sub> emissions
  - ◇ Automatically shuts down PCs according to a centrally controlled schedule
  - ◇ Protects unsaved user data prior to shutdown
  - ◇ Ensures 100% patch management and software update success
  - ◇ Provides fast, detailed reporting on current and future potential savings
  - ◇ Schedules daily, immediate or one-off shutdowns
  - ◇ Centrally controllable using any systems management tool
  - ◇ Minimizes the window of opportunity for virus infiltration
  - ◇ Easily installable lightweight desktop client
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If a business cannot monitor how much power its PC base is using, it cannot see how much power it can save. NightWatchman empowers total visibility and control of current and future potential power usage. It produces reports that directly measure PC energy consumption and costs, and can predict savings based on applying different energy consumption policies

## 6.2 Patch Management (1E WakeUp and Agility Framework Reporting)

This aspect of the solution is comprised of 1E's WakeUp product with a combined back end reporting solution. 1E WakeUp is a leading Wake on LAN (WOL) solution allowing centralized wake up of machines from the SMS/ConfigMgr console in a secure manner to allow administrators to manage machines even when they are powered off.

Agility Framework Reporting (AFR) is a centralized reporting solution that collates data captured by the 1E WakeUp and (where installed) NightWatchman agents to provide visibility of wake up success, shutdown success as well as power consumption figures. These reports give fast insight into the ramifications of power management policies and savings. AFR can also be used to model potential future power policies that an organization may be interested in implementing.

## 6.3 Power Management (NightWatchman)

NightWatchman is a leading power management solution allowing scheduled and fully configurable shutdown of PC's within the enterprise environment while ensuring that no loss of data occurs for applications running at the time of shutdown. This solution allows machines to be optimized in terms of power consumption and has allowed organizations around the world to save millions of dollars on power costs as well as significantly reducing organizations CO<sub>2</sub> footprint and contributing to Corporate Social Responsibility (CSR) programs.

## 6.4 Cost effective management of remote locations (Nomad Enterprise)

1E proposes to augment the ConfigMgr solution through the use of Nomad Enterprise.

This solution will:

- ◇ Saves Energy from the server estate through removing unnecessary branch servers.
- ◇ Removes the requirement for ConfigMgr secondary site servers in small branches. This significantly reduces deployment costs, hardware costs, management costs and license costs.
- ◇ Managed distribution rates with redundancy to guarantee delivery at acceptable rates to users.
- ◇ Multicast & Global Multicast (NEW!) facilitates effective distribution within large branch offices (+120 PCs) and head office controlling large scale distribution and packages such as OS images
- ◇ Roaming users and Internet facing ConfigMgr client support with HTTP & HTTPS functionality

These solutions combined with ConfigMgr complete the management solution and ensures that WVOT address all of the key requirements and needs for enterprise management.

Further solution options follow and are available as an Enterprise Agreement.

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## 7. Benefits of the Solution

The 1E Power Management Solution allows WVOT to leverage their existing investment in systems management and lead carbon reduction in its operations.

Through this combined solution WVOT will realize significant benefits both immediately and over time.

By selecting this solution WVOT is joining an ever growing group of enterprise companies which have invested significant amounts of time and money in ensuring that the solutions are world class and fit for purpose.

### Primary benefits of the solution to WVOT include:

- **Significant Cost and Carbon savings**
  - Energy Cost Savings \$475,000+ per annum
  - Support & Operation Cost Savings \$285,000+ per annum
- Experts in Systems Management for server and desktop environments
  - This reduces risk during delivery and improves success probability. Single accountability also allows for a greater control of costs.
  - Average of 16 years specialist IT industry experience; 14 years Microsoft technology, 10 years SMS/ConfigMgr experience, 8 years Power Management
  - 1E hires only the best 1 in 50 pass rate on technical recruitment tests
  - 4 MVPs on technical team
- A successful delivery of the solution on time and within budget
  - 1E is comfortable to commit to fixed price is required.
- A much improved user experience and perception leading to simplified operation and management
- Better visibility and control across the desktop environment through integrated reporting.
  
- **Decrease cost and effort**
  - Reduction in energy costs through powering off PCs when not in use
  - Reduction in CO<sub>2</sub> emissions through powering off PCs when not in use
  - Avoidance of user downtime as upgrades and patches can be run overnight without disrupting the working day; reduction by providing administrators visibility of client and machine health so they can monitor trends and detect deterioration in health before the user is aware thus reducing helpdesk calls
  - Reduction in IT support through the ability to control and change workstation status remotely during network upgrades and ensuring near 100% success with all distributions
  - Increases productivity – deploys requested software faster and out of hours allowing users to remain productive
  - Lowers in Helpdesk calls – client and machine health reporting and automation, allowing IT to focus on more productive tasks
  - Set and forget configuration – once the solution has been configured according to your hierarchy and system population, no further configuration is required
  - Reduction in network outages – reduces load on the network by providing software distribution staging
  
- **Reporting**
  - A single reporting framework
    - Can leverage 1E reporting framework or SMS/ConfigMgr reporting framework
  - Network Energy State reporting – measures and analyzes energy consumption and costs, hardware model specific, sending this data back to the 1E Agility Framework server for reporting
  - Reports, viewable over any web console, quickly show administrators how much energy is being used, how much it's costing, and how much could be saved by switching off, how much is being saved in both cost and CO<sub>2</sub> emissions.
  - NightWatchman reports provide the ability to query against SMS/ConfigMgr inventory data
  - Reports for Client & Computer Health provide visibility of symptoms and issues across groups of computers of any size.
  
  - WakeUp provides accurate reports on the success of SMS deployments involving wake up. It will also provide detailed information on any failures and the associated reasons.
  - Integration with SMS/ConfigMgr allows detailed trend analysis to be performed on health data.

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➤ **Ease of Administration**

- Full & seamless integration with SMS/ConfigMgr
- Integration with Group Policy Management
- Simplicity, ease of use, multiple configuration options suitable for enterprise level organizations
- Allows complete power management of your full Windows estate from a single console
- Configurable in any type of network - can send remote wakeup requests on networks that do not allow Magic Packet forwarding because directed broadcasts are disabled.

➤ **Availability Management**

- Client & Machine Health features provides high availability, reliability and performance of a Windows computers – ensure users systems are not only available but reliable
- Administrators get visibility of faults before they become critical, be it a bad device driver, unreliable hardware, broken Operating System component etc.
- Administrators can modify and extend the suite of tests and fixes based on WVOT's requirements.

➤ **Software Distribution & Patch Management Success**

- Proven success of near 100% installation success on overnight distributions
    - Significantly reduces the chances of machines being left unpatched/insecure
    - Improves speed of delivery for software making WVOT more agile
  - Speeds up software deployments through 1E WakeUp without impacting SMS/ConfigMgr performance
  - Proven scalability of 200,000 seats
  - Proven testing up to 1 million seats
  - Ensures all your PCs receive critical patches immediately
  - Minimizes the time between the advertisement of the patch and its delivery to the target PC. It powers-on PCs which are shutdown and instructs PCs which are on to check immediately for the update
  - Ensures all PCs completely install the patch regardless of whether they are currently on or not, locked out or in sleep or hibernate
  - Make sure that any critical patches requiring the reboot of PCs do not cause loss of data for any unattended PCs with files currently open
  - Works seamlessly with SMS/ConfigMgr to ensure that all software distributions benefit in a similar manner to critical patch deployment.
  - Reduced servers and streamlined management costs reduces Total Cost of Ownership and eases general administration.
  - Agile deployment processes to speed up distribution significantly and vastly improved reliability of distribution.
  - Bandwidth control and eradication of network outages associated with SMS/ConfigMgr distribution
  - Multicast functionality to facilitate rapid deployment across large subnets.
  - Seamless integration with Microsoft Deployment Technologies
  - PXE Lite functionality enabling branch level bare-metal build for faster response and reduced cost of provisioning.
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## 8. References

### **Company Name: Dell**

With a worldwide IT infrastructure consisting of approximately 100,000 Windows®-based computers and 13,500 servers, Dell needs scalable IT management solutions to keep its global business running smoothly. To meet that need, the company chose Microsoft® System Center solutions, enabling Dell to manage its extensive IT infrastructure with minimal time and expense. Microsoft Systems Management Server 2003 facilitates the deployment of new software and updates to desktop and laptop computers and servers, as well as their inventorying and support, thereby streamlining IT operations while increasing reliability and security. With Microsoft Operations Manager 2005, Dell can closely monitor its thousands of enterprise systems, including hardware and software, helping the company ensure that its mission-critical supply chain and manufacturing solutions remain continually up and running.

### **Energy conservation results in US\$1.8 million savings**

By deploying 1E's NightWatchman and 1E WakeUp applications to an estimated 50,000 client computers, Dell is achieving a 40 percent reduction in energy costs, which translates into US\$1.8 million in savings. Energy consumption for its desktop computers dropped to 36 watts per hour, down from 89 watts per hour, and power consumption for notebook computers declined from 25 watts per hours to 10 watts per hour. "These are significant cost savings that put us far out in front of regulatory benchmarks and show the rest of the industry what can be achieved," Jay Taylor, Regulatory Engineer Strategist

In addition to delivering significant energy and cost savings, the Dell power management program has achieved its successes without disrupting operations. "We thought that if we were going to be the leader in the industry in this energy-saving program, we should test it on ourselves first," Jay Taylor says. "We had confidence that the experiment would work well, but it turned out much better than we anticipated."

### **Company Name: Verizon Wireless**

In 2007, Verizon Wireless decided to improve their ability to migrate machines from Windows 2000 across to both XP and Vista leveraging their existing SMS2003 infrastructure. 1E proposed the use of its SMS Nomad product coupled with the PXE Lite solution (for serverless bare metal builds) integrated with the Microsoft Business Desktop Deployment solution accelerator (BDD) for a fully automated end to end solution.

Working alongside the Verizon Wireless SMS team, 1E consultants designed and built a single solution capable of deploying to XP or Vista to all hardware types within the Verizon estate. The end solution is now being used by Verizon to fully automate deployment of OS both for migrations and break fix scenarios with volumes of up to 3,000 machines a week being built. A full training program was also designed and built to ensure that the Verizon team could maintain the solution once the initial project was complete.

The above customers have been selected due to the complexity of the environments and are global implementations of SMS2003 or ConfigMgr. Other customers include Allstate Insurance, Astra Zeneca, Nestlé, Wachovia and the US Air Force on behalf of the Pentagon.

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## 1E Appendix 1. Company Information

**Name of organization:** 1E Limited

**Registered Office Address:** Farringdon Place, 20 Farringdon Road, London, EC1M 3AP

**UK Office:** CP House, 97-107 Uxbridge Road, London, W5 5TL UK Tel: +44 (0) 208 326 3880

**US Office:** 1E Inc 5 Penn Plaza, 23rd Floor, New York, NY 10001 USA Tel: 1 866 592 4214

**German Office:** 1E, Am Hofgarten 4, 53113 Bonn, Deutschland Tel: +49 (0) 800 664 6702

**Australian Partner Office:** Corporate Network Integration

Suite 507, 2 Queen Street, Melbourne, Victoria 3000, Australia Tel: +61 (0) 396 211 222

**Address for Correspondence:** 1E Inc 5 Penn Plaza, 23rd Floor, New York,  
NY 10001 USA Tel: 1 866 592 4214

**Contact:** Vanessa Palmer  
Enterprise Business Manager  
1 866 592 4214 EXT 3490 Direct Dial  
[vanessap@1e.com](mailto:vanessap@1e.com)  
[www.1e.com](http://www.1e.com)

**Nature of Organization:** 1E is a Private Limited Company.

**Names of the Board of Directors:** Sumir Karayi - Founder and CEO  
David Carmen - Non Executive Director  
Barbara Karayi - Non Executive Director

**Date of Incorporation:** 1997

**Ownership:** 1E is wholly owned by its Directors and employees.

**Company Registration:** 3401322

**VAT Registration Number:** 707 01 9065

**Company Insurance:** Professional Indemnity Policy  
Hiscox Insurance Ltd  
(Policy HU TMT 2302049)  
Indemnity Value \$10,000,000

# 1E Appendix 2. Business Cases

This business case has been calculated using the 1E software investment of \$22.50 per seat.

## Summary

<b>Total Cost:</b>	<b>\$406,020</b>
<i>of which</i>	
One off cost:	\$394,500 <i>(less depreciation charge for the year)</i>
Ongoing annual cost:	\$11,520 <i>(including depreciation charge for the year)</i>
<b>Total Annual Cost Savings:</b>	<b>\$2,163,300</b>

<b>Net Saving (first year):</b>	<b>\$1,757,280</b> <i>Contribution to Profit &amp; Loss, year one</i>
<b>Net Saving (subsequent years):</b>	<b>\$2,061,780</b> <i>Contribution to Profit &amp; Loss, ongoing</i>

<b>Year One Cost Payback Period:</b>	<b>2.7 months</b>
<b>NPV:</b>	<b>\$6,355,458</b> <i>(12% discount rate over 5 years)</i>
<b>IRR:</b>	<b>542%</b> <i>(5 year investment life)</i>
<b>Absolute return on investment:</b>	<b>\$10,004,400</b>
<b>% Return on Investment:</b>	<b>1232%</b>

## Savings

### 1. Energy Cost Saving Calculations

<i>Per workstation</i>	<i>Monitor</i>	<i>System Units</i>	<i>Total</i>
Power usage when on:	57.5 (W)	86.0 (W)	143.5 (W)
Power usage when off:	0.0 (W)	0.0 (W)	.0 (W)
Energy cost per kW hour (Cents):			6.35 / kW
Cost per hour on (Cents):	0.37 / hour	0.55 / hour	0.91 / hour
Cost per hour on (Cents):	0.00 / hour	0.00 / hour	0.00 / hour
Cost saved per hour per workstation (Cents):	0.37 / hour	0.55 / hour	0.91 / hour
Number of high cost hours saved per week:			108.0 hours

BUT 20% of monitors and 50% of system units are currently already being turned off and the expected shut down rate following implementation is 99.9% for monitors and 99.9% for system units.

<b>Therefore the average number of high cost hours saved per workstation per week:</b>	<b>86.3 hours</b>	<b>53.9 hours</b>	
<b>Average cost saved per workstation per week (\$):</b>	<b>0.32</b>	<b>0.29</b>	<b>0.61</b>
<b>Average cost saved per workstation per year (\$):</b>	<b>16.38</b>	<b>15.30</b>	<b>31.68</b>

*For State of West Virginia network, as proposed:*

Number of workstations:			15,000
<b>Gross forecast energy cost saving for State of West Virginia per week:</b>			<b>9,141</b>
<b>Gross forecast energy cost saving for State of West Virginia per year:</b>			<b>475,200</b>

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## 2. Software Upgrade Cost Saving Calculations

\$

### 2.a Support Cost Savings

Upgrades per month:	1.00
Number of sites:	1
Hours of IT time saved per site using SMSWakeUp:	80.00 hour(s)
Total hours saved per month:	80.00 hour(s)
Average cost per hour of IT time:	60.00 / hour
IT support cost saving per month:	4,800

Hours to administer SMSWakeUp per upgrade:	7.50 hour(s) / upgrade
Average cost of administrator time:	60.00 / hour
Incremental support cost per month:	450

**Net support cost savings per year: 52,200**

### 2.b User Downtime Cost Savings

Number of workstations that would have to be upgraded during the working day in the absence of both NightWatchman™ and SMSWakeUp:	7,500
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Average downtime per user per upgrade for upgrades carried out during the day:	0.25 hour(s)
Average downtime cost per user per hour, including estimate for overhead costs etc.:	60.00 / hour

**User downtime cost savings per year: 1,350,000**

**Total annual cost savings from implementing NightWatchman™ and SMSWakeUp (\$): 1,877,400**

# 1. Branch Server Cost Saving Calculations

<i>Server Type</i>	<i>HP ML 300</i>		
<i>Server Costs</i>	*	<i>Number of</i>	<i>Total</i>
	<i>Amount</i>	<i>SMS servers</i>	
Hardware Cost	649	60	38,960
Software Costs (per year):	266	60	15,980
Vendor Support costs(per year):	143	60	8,580
Ongoing Management Costs (per year):	33	60	2,000
		\$	65,520
<i>Internal IT Resource Costs</i>			
Internal Server Admin Costs:		\$	28800 / year
<b>Gross forecast ongoing cost saving</b>		<b>\$</b>	<b>94,320</b>

**\* Note - No replacement cost is used in business case**

<b>1. User downtime cost savings</b>	<i>USD (\$)</i>
<i>User downtime - using OSD rebuild method</i>	
Number of System rebuilds per month:	35
Cost of user downtime per hour:	50.00
Total current user downtime per year:	1932.0 hours
Total cost of user downtime (current):	96,600
<i>User downtime - using OSPlusPack</i>	
Number of System rebuilds per month:	35
Cost of user downtime per hour:	50.00
Total current user downtime per year:	672.0 hours
Total cost of user downtime (proposed):	6,720
<b>Cost Saving - user downtime:</b>	<b>89,880</b>
<b>2. PC image cost savings</b>	<i>USD (\$)</i>
<i>Cost to image PCs from the manufacturer</i>	
New builds per month:	80
Cost per machine to apply corporate image from manufacturer	25.00
Total cost to apply corporate image from manufacturer per year:	24,000
Total cost to apply corporate image from manufacturer (current):	24,000
<b>Cost Saving - PC Image:</b>	<b>24,000</b>



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**3. IT Resource Cost Savings****USD (\$)***Current IT Resource time utilised:*

Number of System rebuilds per month:	35
Total Engineer/Support time used per year:	1,960.00 hours
IT Resource Cost per hour:	60.00

<b>Total cost of IT resource (current):</b>	<b>117,600</b>
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*Proposed IT Resource time utilised:*

Number of System rebuilds per month:	35
Total Engineer/Support time used per year:	665.00 hours
IT Resource Cost per hour:	60.00

<b>Total cost of IT resource (proposed):</b>	<b>39,900</b>
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<b>IT resource cost savings per year:</b>	<b>77,700</b>
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**Total annual cost savings from implementing Nomad Enterprise with OS deployment (\$): 285,900**

# 1E Appendix 3. Microsoft Customer Reference

THE WALL STREET JOURNAL Digital Network WSI.com MarketWatch BARRONS DJ All Things Digital More

MarketWatch  
Make every day count in The Retirement Red Zone

FRONT PAGE NEWS & COMMENTARY

Columnists First Take Special Reports Blogs Podcasts Industry News Economy & Politics Newsletters Election 2008

Hong Kong H share index up 10.5% to 7505.16 in early minutes

**PRESS RELEASE**  
**1E WakeUp(TM) and Nomad Enterprise Software Used by Microsoft for Added Windows Management Abilities**

BARCELONA, Spain, Nov 06, 2008 (BUSINESS WIRE) – 1E, a leading provider of Windows management software and services, today announced at the TechEd EMEA 2008 conference that Microsoft has signed an agreement to license 1E WakeUp 5.5 and Nomad Enterprise across more than 200,000 desktop PCs used within Microsoft.

1E Nomad reduces the number of servers required for branch offices and low bandwidth locations as well as providing advanced internet management capabilities for the desktop and mobile client estate. PC availability and reliability is also critical to employees as unmanaged PCs are an expensive problem. It therefore pays to ensure management clients remain operational and 1E WakeUp solves this challenge. WakeUp's Computer Health functionality periodically runs tests and applies fixes designed to improve availability, reliability and performance as tests can be tailored to match desktop build and applications. 1E WakeUp groups problem machines and if configured to do so, automatically starts a repair.

Sumir Karayi, CEO of 1E remarked, "1E and Microsoft have been working together for over a decade to deliver solutions to our mutual customers that reduce the cost of managing Windows environments. We are delighted to continue building our strong partnership with Microsoft and throughout this project have worked collaboratively together, to further improve Computer Health functionality provided through our 1E WakeUp 5.5 solution. The addition of Nomad Enterprise will enable Microsoft to reduce the number of servers across their organization and better manage their clients over the internet in a highly cost effective manner."

"The System Center suite delivers centralized systems management capabilities for the enterprise which are further extended by partners such as 1E, whom we have worked closely with over the years on the development of solutions," said Brad Anderson, general manager, Management and Services Division at Microsoft Corp. "After internally testing the 1E software across 60,000 of our own corporate computers, we licensed it for our own deployment to extend our desktop management capabilities within our infrastructure."

**About 1E**

1E is a global Windows Management software and services company. Our expertise in providing leading-edge automation solutions, which reduce complexity, management costs and power consumption, has earned us the trust and confidence of over 10 million users across 1,050 businesses in 42 countries worldwide. Customers include Allstate Insurance, Blue Cross, British Airways, Dell Inc., HSBC, ING Investment Management, Marks & Spencer, Microsoft, Nestle, Reed Elsevier, SABMiller, Syngenta, the US Air Force on behalf of the Pentagon and Verizon Wireless. Please visit [www.1e.com](http://www.1e.com).

**SOURCE: 1E**

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# 1E Appendix 4. AT&T Customer Reference



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Corporate

## AT&T Launches New Energy-Saving Software

### Company Deploys 1E NightWatchman to Reduce PC Power Consumption

Dallas, Texas, October 29, 2008

AT&T Inc. (NYSE: T) today announced it is launching the NightWatchman<sup>SM</sup> PC power management solution from 1E on 310,000 desktop computers across its domestic operations to help improve energy efficiency. Powering down corporate PCs during non-work hours is expected to save AT&T more than 135 million kilowatt hours of electricity a year and eliminate 123,941 tons of carbon dioxide emissions — equivalent to the electricity required to power 14,892 homes.

"For the IT function at AT&T, our emphasis is doing more work with less energy and using products that are minimally impacting the environment," said Rick Felts, AT&T senior vice president of Information Technology Operations. "Installing a power management solution builds on our ongoing efforts to drive energy efficiency inside our facilities. It also allows us to systematically and safely power down PCs while at the same time not compromising our ability to perform software updates as needed."

Sumir Karevi, chief executive officer of 1E, said: "1E is proud to work with AT&T on this project. The deployment of NightWatchman reflects AT&T's commitment to find sustainable business solutions that not only help the company reduce costs but also help reduce environmental impact. Since its inception eight years ago, NightWatchman has been deployed on more than 2.5 million machines worldwide, helping to drastically reduce CO<sub>2</sub> emissions globally."

Reducing energy consumption during non-peak hours is one way AT&T is striving to minimize the environmental impact of its operations. The company is working to enhance energy performance and reduce energy consumption in company buildings, data centers, IT systems and networks. AT&T has begun to use alternative energy sources such as wind and solar power, and it conserves natural resources through waste reduction, recovery and recycling efforts. AT&T also helps customers further manage their own environmental impact through intelligent use of AT&T products and services, such as teleconferencing, video conferencing and other broadband applications.

For more information about AT&T's sustainability efforts, please visit [www.att.com/csr](http://www.att.com/csr).

#### FIND MORE INFORMATION ONLINE

[AT&T Environmental Sustainability](#)

[Fact Sheet: How To Be Environmentally Friendly](#)

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**About IE**

*IE is a global Windows Management software and services company. Our expertise in providing leading-edge automation solutions, which reduce complexity, management costs and power consumption, has earned us the trust and confidence of over 10 million users across 1,050 businesses in 42 countries worldwide. Customers include Allstate Insurance, AT&T, Blue Cross, British Airways, Dell Inc, HSBC, ING Investment Management, Marks & Spencer, Microsoft, Nestlé, Reed Elsevier, SABMiller, Syngenta, the US Air Force on behalf of the Pentagon, Verizon Wireless and Wachovia. Please visit [www.ie.com](http://www.ie.com).*

**About AT&T**

*AT&T Inc. (NYSE:T) is a premier communications holding company. Its subsidiaries and affiliates, AT&T operating companies, are the providers of AT&T services in the United States and around the world. Among their offerings are the world's most advanced IP-based business communications services and the nation's leading wireless, high speed Internet access and voice services. In domestic markets, AT&T is known for the directory publishing and advertising sales leadership of its Yellow Pages and YELLOWPAGES.COM organizations, and the AT&T brand is licensed to innovators in such fields as communications equipment. As part of its three-screen integration strategy, AT&T is expanding its TV entertainment offerings. In 2008, AT&T again ranked No. 1 on Fortune magazine's World's Most Admired Telecommunications Company list and No. 1 on America's Most Admired Telecommunications Company list. Additional information about AT&T Inc. and the products and services provided by AT&T subsidiaries and affiliates is available at [www.att.com](http://www.att.com).*

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## 1E Appendix 5. 1E Social, Environmental and Ethical Policy

1E wants to show its customers and staff that it is taking its social, environmental and ethical 'SEE' responsibilities seriously. 1E has developed its SEE policy to help ensure that these issues form an integral part of the Company's performance management and decision making processes.

1E is committed to engaging with, and supporting, the communities in which it operates. As usual, during 2008, 1E is making charitable donations to various projects; however the willingness of our employees to engage in community projects is equally important. 1E seeks to identify charities active in the communities where our offices are located and to work with them to improve life chances. All employees are encouraged to devote a small amount of work time each year to support local charities and for 1E's chosen charities the Company will 'top-up' funds raised by employees. Examples of current ongoing charitable projects that 1E supports are as follows:

### 1) British Association for Adoption and Fostering 'BAAF'.

<http://www.baaf.org.uk>

1E has become a key BAAF supporter committing to a 2 year project focused on supporting the education of children aged 5-11 in foster care. BAAF has been working for over 25 years to find loving, permanent families for children in care and ensure that these children receive the best possible support. There are many children, particularly boys over 7 years of age, groups of brothers and sisters, minority ethnic children and children with special or complex needs, for whom it is very difficult, at times impossible, to find a family. An estimated 40% of children who need to be adopted are never found a permanent family.

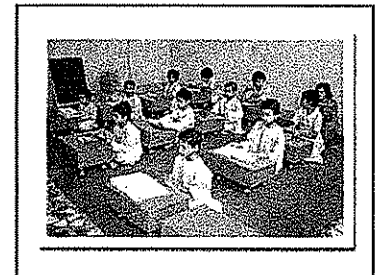


### 2) Manav Mandir Ashram Orphanage

<http://www.manavmandir.com>

The Manav Mandir Ashram Orphanage in India (located near to our testing facilities) provides a home for children from families who can no longer look after them. Although the children receive great care, the orphanage cannot afford to educate them, limiting their future prospects.

1E provides educational funds and equipment for the children. In addition to the basic curriculum, they can also be trained in academic or vocational fields to increase their employment opportunities. The children are also encouraged to participate in extracurricular activities, such as yoga, music and playing cricket.



### 3) 1E continues to enter a team into the 'Microsoft Challenge' each year. In June this year a team of 6 battle-hardened 1E employees will participate in this weekend challenge, supporting the **National Society for the Prevention of Cruelty to children 'NSPCC'**.

1E's commitment to saving the planet is unsurpassed by a company of its size. Since 2001 it has been developing its world revered leading edge software solutions. The Company's Power State Management suite of products continues to be purchased and implemented across the globe by companies and public sector organizations. 1E estimate that together with its customers it is currently **saving over 330,000 tons of CO<sub>2</sub> emissions** each and every year. 1E and its customers are making a real difference in reducing CO<sub>2</sub> emissions globally.

1E is a contributing member of the '**Green Grid**', a consortium of information technology companies and professionals seeking to lower the overall consumption of power in data centers around the globe. The organization is chartered to develop meaningful, platform-neutral standards, measurement methods, processes and new technologies to improve energy efficient performance of global data centers.

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Internally 1E has launched its '**Green Awareness**' initiative to its employees. 1E actively purchases only environmentally-friendly products wherever possible, including recycled paper used in all business processes. 1E won an award for office recycling in its head office, saving the equivalent of 21 trees in paper recycling. Other examples of internal actions include: increased visibility and availability of paper and metal recycling facilities within the office; encouraging staff to work from home, share cars, cycle or use public transport wherever possible. As part of this initiative, 1E recently launched the government approved 'cyclescheme' encouraging all of its employees to cycle to work. These initiatives have had a real impact in reducing the numbers of 1E staff travelling to work in their own car, with more than 60% of staff now travelling to work without their own vehicle.

1E firmly believe that the only way to reduce carbon emissions into the environment is to take positive actions to reduce actual consumption. While acknowledging the benefits of carbon offsetting schemes, 1E believes that real and sustainable reductions in carbon emissions take place by taking positive actions to reduce consumption.

1E continues to develop its ethical policies in line with best practice and is committed to transparency in all its operations. It is 1E policy to communicate openly about its business practices and to be accountable for its actions.

# 1E Appendix 6. 1E Software & Maintenance Standard Terms & Conditions

Please note; 1E Terms & Conditions can be accepted with an Agreement Addendum if State of West Virginia requires this in order for the State's interests to take priority.

## SCHEDULE 2

### TERMS AND CONDITIONS

#### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement including the Schedules the following words shall have the following meanings:

##### "Additional Charges"

means 1E's rates from time to time for work undertaken on a time and materials or fixed basis;

##### "Agreement"

means the Agreement in which each and every Schedule referred to in the Agreement including this Schedule is included;

##### "Business Day"

means any day other than Saturdays, Sundays or public holidays in England;

##### "Commencement Date"

means the date of this Agreement, as indicated in Schedule 1;

##### "Concurrent Users"

means the users who are permitted to have simultaneous use of the Software in accordance with the terms of this Agreement, the number of which is specified in Schedule 1;

##### "Consultancy Charges"

means 1E's fees for providing Consultancy Services, as set out in Schedule 1 and as the same may be varied in accordance with Clause 4.11;

##### "Consultancy Services"

means the consultancy services to be provided by 1E if agreed by the Parties and as set out in the SOW;

##### "CPI-U"

means the Consumer Price Index for all urban consumers (or such other index as may be published from time to time by the United States Bureau of Labor Statistics);

##### "Force Majeure"

means the following: Acts of God; outbreak of hostilities, riot, civil disturbance, acts of terrorism; an act of any government or authority (including refusal or revocation of any licence or consent); fire, explosion or flood; power failure, failure of telecommunication lines, failure or breakdown of plant, machinery or vehicles, and any cause or circumstance whatsoever beyond the reasonable control of a Party;

##### "Group"

means in respect of either Party, that Party and any direct subsidiary or holding company of such Party, and any subsidiary of any such holding company or any company in which a Party holds 50% or more of the shares;

##### "Initial Maintenance Term"

means the initial period during which 1E provides the Maintenance Services as specified in Schedule 1;

##### "Intellectual Property Rights"

means all inventions (whether patentable or not), patents, utility models, designs (both registered and unregistered and including rights in semiconductor topographies), copyright, database rights, trade and service marks (both registered and unregistered) together with all applications for, right to the grant of and extensions of the same, and all other intellectual and industrial property including but not limited to all similar or analogous rights throughout the world, in each case for the full term of the relevant right;

##### "Licence Fee"

means the fee payable by the Licensee to 1E for the Licence as specified in Schedule 1;

##### "Licensed Software Materials"

means the Software, the Software Documentation, the New Releases, any Updates and any fixes created during the provision of the Maintenance Services;

##### "Maintenance Fee"

means the annual fee payable to 1E by the Licensee for the Maintenance Services as set out in Schedule 1 and as the same may be varied in accordance with Clause 4.4;

##### "Maintenance Services"

means the services to be provided by 1E in respect of the Software as specified in Schedule 3;

##### "Materials"

means any and all know how, works of authorship, materials, inventions, devices, processes and discoveries developed, written, modified and/or produced by or on behalf of 1E (including without limitation by any sub-contractors, consultants, employees and agents acting on 1E's behalf) in relation to or in the course of the performance of the Consultancy Services including without limitation any and all reports, studies, diagrams, computer programs, charts and specifications;

##### "New Releases"

means a release of a new version of the Software that improves its functionality and which is deemed by 1E to be of benefit to the Licensee;

##### "Party"

means each of the persons identified as parties to this Agreement and jointly "the Parties";

##### "Program Error"

means a fault in the Software diagnosed and rectified by 1E;

##### "Scope of Work Agreement ("SOW")"

means the consultancy services provided by 1E and specified in Schedule 4;

##### "Services"

means the Consultancy Services and the Maintenance Services to the extent such are provided by 1E under this Agreement;

##### "Software"

means the software programs in object code form identified by title and reference number in Schedule 1;

##### "Software Documentation"

means the instruction manuals, user guides and other information in respect of the Software to be made available by 1E at its discretion to the Licensee in either printed or machine readable form;

##### "Software Specifications"

means the technical specifications from time to time published by 1E in respect of the Software;

## "Updates"

means an update to the Software provided pursuant to the Maintenance Services; and

## "Use"

means the copying or transmission of the Software or (where in machine readable form) the Software Documentation for use in accordance with the instructions contained in the Software or (as the case may be) the Software Documentation.

### 1.2 In this Agreement unless the context requires otherwise:

1.2.1 the singular includes the plural and vice versa and any gender includes any other gender;

1.2.2 references to Clauses and Schedules are to clauses of, and schedules to, this Agreement;

1.2.3 any reference to an enactment, order, regulation or other similar instrument includes a reference to that enactment, order, regulation or instrument as from time to time amended, extended or re-enacted; and

1.2.4 references to persons include bodies corporate, unincorporated associations and partnerships, and any reference to the Parties include their respective successors, permitted assigns and personal representatives.

1.3 The headings of this Agreement are for ease of reference only and shall not affect its interpretation or construction.

1.4 In the event of a conflict between any of the terms of this Agreement including its Schedules and appendices, the conflict shall be resolved according to the following order of priority:

1.4.1 the Schedules of this Agreement;

1.4.2 the Clauses of this Agreement; and

1.4.3 the Recitals.

## 2 GRANT OF LICENCE, ACCEPTANCE AND PROVISION OF MAINTENANCE SERVICES

2.1 1E in consideration of the payment by the Licensee of the Licence Fee and from time to time the Maintenance Fee and Consultancy Charges in accordance with Clause 4 below hereby:

2.1.1 grants to the Licensee a non-exclusive, non-transferable, world-wide and (subject to Clause 15) perpetual licence to Use the Software (and where appropriate the Software Documentation, any New Releases and any Updates) and to possess and refer to the Software Documentation (the "Licence"); and

2.1.2 agrees to provide the Maintenance Services,

in all cases in accordance with and subject to the terms and conditions of this Agreement.

2.2 1E may from time to time produce New Releases of the Software and offer such New Releases to the Licensee.

2.3 The Licensee acknowledges that it has already evaluated the Software and accordingly the Software shall be deemed to be accepted with effect from delivery of the Software to the Licensee.

## 3 TERM

3.1 This Agreement shall commence on the Commencement Date and shall continue:

3.1.1 in force in respect of the Licence unless or until terminated by either Party in accordance with the provisions of Clause 15; and

3.1.2 in respect of the Maintenance Services for the Initial Maintenance Term unless or until terminated in accordance with Clause 15, provided that the Licensee shall have the option to extend the term of this Agreement in relation to the Maintenance Services, on the same terms and conditions as are contained herein, for additional periods of twelve (12) months upon payment of the Maintenance Fee to 1E, such payment to be made no less than thirty (30) days prior to the expiry of the Initial Maintenance Term or each anniversary thereof.

## 4 CHARGES

4.1 All amounts payable under this Agreement are exclusive of federal, state and local sales and use taxes, which shall be paid by the Licensee at the rate and in the manner for the time being prescribed by law.

4.2 The Licence Fee shall be payable by the Licensee within thirty (30) days of the date of 1E's invoice.

4.3 The Maintenance Fee shall be levied by 1E annually in advance with effect from the date of this Agreement and shall be payable by the Licensee within thirty (30) days from the date of 1E's invoice.

4.4 1E shall, upon thirty (30) days' written notice to the Licensee in every successive period of twelve (12) months during the currency of this Agreement, be entitled to vary the Maintenance Fee by an amount equal to the higher of 5% and the rate of increase in CPI-U.

4.5 Additional Charges (if any) shall be levied by 1E monthly in arrears and shall be payable by the Licensee within thirty (30) days from the date of the relevant invoice.

4.6 All payments shall be made in the currency as stated in Schedule 1 and by electronic payment to the bank account specified in Schedule 1.

4.7 If the Licensee fails to pay 1E any sum due within 15 days of that date due pursuant to this Agreement on the due date then, without prejudice to any other right or remedy available to 1E:

4.7.1 at its sole discretion, 1E shall be entitled to suspend or terminate the provision of any Services immediately, and

4.7.2 the Licensee will be liable to pay interest to 1E on such sum from the due date for payment at the rate of the lesser of 1.5% per month or the maximum rate permitted under applicable law, accruing on a daily basis until payment is made, whether before or after any judgment.

4.8 Any and all sums payable to 1E under this Agreement shall become due forthwith on termination of this Agreement for any reason.

4.9 If any federal, state or local sales or use tax (or its equivalent) is legally due in relation to the Software, 1E shall separately bill such tax on its invoice. The Licensee shall pay 1E for such tax or, if such tax is not applicable to the Software, the Licensee shall provide appropriate exemption statements and any necessary information required by the applicable taxing authority. All other taxes, including but not limited to federal, state and local income taxes, franchise taxes, gross receipt taxes, federal, state and local sales and use taxes and property taxes shall be the responsibility of the party who incurs the tax liability.

4.10 For the avoidance of doubt, if the Licensee is permitted to sub-license the Software, it shall be liable in respect of compliance with all relevant tax and export laws and applicable legislation arising from any and all sub-licensing.

4.11 If a payment due from the Licensee is subject to tax (whether by way of direct assessment or withholding at its source), 1E shall be entitled to receive from the Licensee such amounts as will ensure that the net receipt, after tax, to 1E in respect of the payment is the same as it would have been were the payment not subject to tax.

4.12 If 1E provides Consultancy Services then:

4.14.1 the Consultancy Charges shall be payable by the Licensee within (30) thirty days of the date of 1E's invoice;

4.14.2 the Licensee shall reimburse all reasonable expenses which have been approved by the Licensee and incurred by 1E in the provision of the Consultancy Services within thirty (30) days of receipt of an invoice plus supporting documentation; and

4.14.3 1E shall, upon ninety (90) days' written notice to the Licensee be entitled to vary the Consultancy Charges with the agreement of the Licensee.

## 5 MAINTENANCE SERVICES

5.1 With effect from the Commencement Date and subject to the Licensee paying any and all Maintenance Fees as they become due, 1E shall provide the Maintenance Services specified in Schedule 3 subject to the terms and conditions of this Agreement. Maintenance Services shall comprise support in accordance with the provisions of this Agreement and the release of Updates as 1E may deem necessary in order to remedy Program Errors or increase functionality.

5.2 1E shall not be liable to provide Maintenance Services:

5.2.1 in respect of Software that is not properly licensed pursuant to Clause 2.1 of this Agreement;

5.2.2 if the Licensee is operating the Software on a Microsoft platform whereby the applicable version of 'Microsoft Windows' or 'Microsoft SMS' or 'Microsoft 'MOM' or 'Microsoft System Center' or any other relevant Microsoft platform is not, or ceases at any time to be, supported by Microsoft Corporation; or

5.2.3 if the Licensee is not in conformity with the minimum technical requirements and prerequisites set out in the Software Specifications; or

5.2.4 in the circumstances set out in clause 5.9.



5.3 Maintenance Services shall not include the diagnosis and rectification of any Program Error resulting from:

5.3.1 the improper use, operation or neglect of either the Software or the equipment upon which the Software is installed or used;

5.3.2 the failure by the Licensee to implement recommendations in respect of or solutions to Program Errors previously advised by 1E;

5.3.3 any repair, adjustment, alteration, merger or modification of the Software by any person other than 1E without 1E's prior consent;

5.3.4 any breach by the Licensee of any of its obligations under any maintenance agreement in respect of the equipment upon which the Software is installed or used; or

5.3.5 any failure, accident, neglect or misuse of equipment, software or media not supplied by 1E.

5.4 Subject to Clause 5.5, 1E may at its own discretion upon request by the Licensee provide Maintenance Services notwithstanding that the Program Error results from any of the circumstances described in Clause 5.3 above.

5.5 1E shall be entitled to levy Additional Charges, subject to the prior written request of Licensee for:

5.5.1 Maintenance Services provided pursuant to Clause 5.4;

5.5.2 the provision of any other services by 1E not specified in this Agreement; or

5.5.3 any Maintenance Services provided outside of the Maintenance Hours.

5.6 1E shall provide Maintenance Services for New Releases (if any). Updates shall be provided pursuant to the Maintenance Services.

5.7 The Licensee shall allow 1E all necessary access to the Licensee's premises where this is required to provide the Maintenance Services under this Agreement. The Licensee shall take all reasonable precautions to ensure the health and safety of 1E's employees or agents whilst on the Licensee's premises. 1E and its employees shall to the extent that they have been so advised by the Licensee observe and comply with the Licensee's reasonable health and safety requirements applicable to such premises.

5.8 In the event of a disaster or catastrophe totally or partially disabling the Licensee's computing or telecommunications capability, whether due to natural or man-made causes, 1E shall, at the Licensee's expense, use reasonable endeavours to assist in the prompt restoration of such capability, including, but not limited to, the provision of emergency replacements of the Software, Maintenance Services and other technical assistance.

5.9 1E will provide maintenance services for the current version of Software, and the one preceding version of Software for up to twelve (12) months from the date of release of the current version of the Software.

5.10 1E may at its discretion cease to provide Maintenance Services in respect of any decommissioned Software ("Unsupported Software") on not less than six (6) months written notice to the Licensee.

5.11 If 1E ceases to provide Maintenance Services pursuant to clause 5.10, 1E shall use all reasonable endeavours to provide alternative software with the same or similar functionality as the Unsupported Software and such alternative software shall replace the Unsupported Software as the Software. If the provision of such alternative software results in an adjustment to the Licence Fee or Maintenance Fee 1E shall notify the Licensee of such adjustment. For the avoidance of doubt, no refunds or credits shall be payable by 1E if appropriate alternative software is provided.

5.12 If 1E is unable to provide alternative software or New Releases pursuant to clauses 5.11, no Maintenance Fee shall be payable by the Licensee during the six (6) months' notice period specified in clause 5.11, and any Maintenance Fees paid in advance by the Licensee for such Unsupported Software during the six (6) months' notice period shall be refunded to the Licensee on a pro rate basis.

## 6 CONSULTANCY SERVICES

6.1 Clauses 6.2 to 6.10 and defined terms shall be applicable if 1E provides Consultancy Services to the Licensee.

6.2 With effect from the Commencement Date and in consideration of the payment by the Licensee of the Charges, 1E shall provide the Consultancy Services.

6.3 The Consultancy Services shall be specified in the SOW and shall continue for the period specified in the SOW unless or until terminated in accordance with Clause 15.

6.4 The Licensee will assist 1E by providing 1E with access to such of its premises and facilities together with any information or assistance which 1E may reasonably require for the performance of the Consultancy Services.

6.5 The Licensee shall ensure that there are in place all necessary licences and permissions needed to allow 1E and its employees, consultants and sub-contractors to access and use all premises, facilities, computer systems, materials, information and other items as may be appropriate for the performance of the Consultancy Services in connection with this Agreement.

6.6 Each Party shall appoint an authorised representative (specified in the SOW) who shall have responsibility for the day to day operation of the Consultancy Services.

6.7 If the Licensee requests variation to the Consultancy Services, 1E shall consider such request and, if such request is acceptable to 1E, notify the Licensee in writing of its acceptance of the variation to the Consultancy Services and the Additional Charges payable by the Licensee.

6.8 In performing the Consultancy Services 1E shall use reasonable endeavours not to interfere with the operations of the Licensee.

6.9 In providing the Consultancy Services 1E will exercise such level of skill, care and diligence as would be expected from an organisation involved in the provision of services of a nature similar to the Consultancy Services.

6.10 1E warrants that the Consultancy Services shall be performed by employees or subcontractors of suitable qualifications, skills and experience.

## 7 PROPERTY AND CONFIDENTIALITY IN THE LICENSED SOFTWARE MATERIALS

7.1 All Intellectual Property Rights in the Licensed Software Materials are the exclusive property of or are licensed to 1E.

7.2 The Licensee shall not:

7.2.1 save as provided in Clause 8 below copy the whole or any part of the Licensed Software Materials;

7.2.2 save as required to be permitted by law modify, merge or combine the whole or any part of the Licensed Software Materials with any other software or documentation;

7.2.3 assign, license, transfer, sell, lease, rent, charge or otherwise deal in or encumber the Licensed Software Materials nor use on behalf of or make available the same to any third party; or

7.2.4 save as required to be permitted by law reverse engineer or decompile the whole or any part of the Licensed Software Materials from object code into source code or make any derivative works from or based upon the Licensed Software Materials or any part thereof.

7.3 The Licensee shall:

7.3.1 reproduce on any copy of the Licensed Software Materials 1E's copyright and trade mark notices;

7.3.2 maintain an up-to-date record of the number of copies of the Licensed Software Materials and their location and upon request forthwith produce such record to 1E;

7.3.3 only use the Software in accordance with the number of copies licensed to the Licensee (and as set out in the order form); and

7.3.4 without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the Confidential Information (as defined in Clause 14.1 below) and Intellectual Property Rights of 1E in the Licensed Software Materials.

7.4 The Licensed Software Materials, and all technical information relating or preparatory thereto including without limitation modules, sub-modules, programs, samples, know-how, data, formulae, processes, designs, drawings, specifications, inventions, and information concerning the functionality, features, compatibility, errors, performance, speed of execution, architecture and business logic of or connected therewith, shall be deemed to be Confidential Information (as defined in Clause 14.1 below) of 1E.

7.5 If any part of the equipment on which the Software is installed becomes temporarily inoperable then the Licensee may use the Software on other equipment until the original equipment becomes operable.

7.6 1E and its nominated representatives shall have the right to audit all the Software provided or installed under this Agreement and all back-up copies of the Software to ensure that the use of the Software by the Licensee is in compliance with the terms of this Agreement. Such audit shall take place no more than once every twelve (12) months with effect from the Commencement Date, and on not less than twenty-eight (28) days' written notice to the Licensee. The Licensee shall provide all reasonable assistance to 1E as 1E may require in the performance of such audit.

7.7 Upon the request of the Licensee 1E shall enter into an agreement with NCC Escrow International of Oxford House, Oxford Road, Manchester, M1 7ED ("NCC") for the deposit of the source code of the Software. The terms of that agreement will be on the standard terms issued by NCC from time to time. The Licensee shall be responsible for any set up charges associated with establishing the escrow and for any subsequent charges necessary to maintain the escrow for the Licensee's benefit.

7.8 The Licensee shall not increase the number of Concurrent Users without 1E's prior written consent and subject to paying the applicable Licence Fee as 1E shall notify to the Licensee. The Licensee shall immediately notify 1E if the number of users of the Software exceeds the Concurrent Users.

## 8 COPYING OF THE LICENSED SOFTWARE MATERIALS

8.1 The Licensee shall be entitled to make a reasonable number of copies of the Licensed Software Materials. Any such copy shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Licensed Software Materials.

## 9 WARRANTY

9.1 Subject to the exceptions set out in this Clause 9 and the limitations upon its liability in Clause 12 below 1E warrants that:

9.1.1 It has the right, power and authority to license the Licensed Software Materials upon the terms and conditions of this Agreement;

9.1.2 the Software will for a period of ninety (90) days from the date it is delivered to the Licensee conform to the Software Specifications, and

9.1.3 it will perform the Maintenance Services with reasonable skill and care.

9.2 The Licensee shall give notice to 1E as soon as it is reasonably able upon becoming aware of a breach of warranty. If no such notice is given within 30 days of the Licensee becoming aware of a breach of warranty, 1E shall not be liable for such breach of warranty. The limited warranty given in Clause 9.1 shall apply only if: (i) Software is used and maintained as directed by all applicable documentation and instructions and the claim is unrelated to the negligence, accident or act of you or any third-party; (ii) you have paid 1E all sums due hereunder; (iii) Software has not in any way been modified; (iv) the claim is unrelated to the failure of the Software to function in accordance with Software Specifications, to normal wear and tear or to any products normally consumed in operation or that have a normal life inherently shorter than the applicable warranty period; (v) there has been operation of Software under conditions no more severe than those for which the Software was designed; (vi) the claim is unrelated to force majeure; and (vii) Software has not been used in combination with any software or other equipment which is not provided by 1E. Also, 1E shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the circumstances described in Clauses 5.2 and 5.3 above. In the event of any breach of the foregoing warranty, 1E's sole obligation and liability, and your sole and exclusive remedy shall be (1) 1E's exercise of commercially-reasonable efforts to replace software media or modify the Software so that the foregoing warranty is true, and (2) thereafter, 1E's delivery of any modified Software.

9.3 WITHOUT PREJUDICE TO THE FOREGOING 1E DOES NOT WARRANT THAT THE USE OF THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE (INCLUDING WHERE IN MACHINE-READABLE FORM THE SOFTWARE DOCUMENTATION) WILL BE UNINTERRUPTED OR ERROR FREE.

9.4 EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 9.1, 1E MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SOFTWARE, MAINTENANCE SERVICES, CONSULTANCY SERVICES, OR ANY OTHER PRODUCT OR SERVICE, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, HIDDEN DEFECTS, DURABILITY, SUITABILITY, COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, NONINFRINGEMENT OR OTHERWISE. EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 9.1, THE ABOVE ARE PROVIDED STRICTLY "AS IS" AND 1E MAKES NO ADDITIONAL SUCH WARRANTIES FOR SUCH PRODUCTS AND SERVICES. 1E DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE SHALL NOT MAKE OR PASS ON ANY EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION ON BEHALF OF 1E OR ITS LICENSORS TO ANY END USER OR OTHER THIRD PARTY..

9.5 1E DOES NOT WARRANT THAT THE SOFTWARE WILL BE COMPATIBLE WITH THE LICENSEE'S SOFTWARE, HARDWARE OR OTHER EQUIPMENT AND SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO THE LICENSEE'S SOFTWARE, HARDWARE OR OTHER EQUIPMENT AS A RESULT OF USING THE SOFTWARE. THE LICENSEE IS SOLELY RESPONSIBLE FOR ENSURING THE SOFTWARE IS COMPATIBLE WITH THE LICENSEE'S SYSTEMS AND REQUIREMENTS AND ACCEPTS THAT THE SOFTWARE WAS NOT DESIGNED TO THE LICENSEE'S INDIVIDUAL REQUIREMENTS.

9.6 Licensee specifically agrees to comply with the requirements of all applicable US export laws including, but not limited to, the U.S. Export Administration Regulations. Unless permitted by U.S. regulation or Export Licence, Licensee will not export or re-export, directly or indirectly, any software or technology received from 1E, or allow the direct product of the same to be exported or re-exported.

## 10 INTELLECTUAL PROPERTY

10.1 If 1E provides Consultancy Services, then during the term of this Agreement, 1E grants to the Licensee a non-transferable, non-exclusive licence to use any Materials delivered to the Licensee by 1E pursuant to the provision of the Consultancy Services which use shall be in a manner consistent with the terms and conditions of this Agreement and limited to the scope of usage set out in the SOW. For the avoidance of doubt, the Licensee shall not be entitled to grant to any other person the right to use the Materials or any Intellectual Property Rights.

10.2 The Licensee agrees that should any right (including any moral right), title or interest in any of the Intellectual Property Rights or any goodwill arising out of the use thereof become vested in it or any of its employees, sub-contractors, consultants or agents (by operation of law or otherwise) then, to the extent that such rights have vested in the Licensee, it shall hold the same on trust for 1E and in any event the Licensee shall upon 1E's request and without charge promptly and unconditionally take all such action and execute all such documents and/or procure the taking of such action and the execution of such documents by any such employees, sub-contractors, consultants or agents as shall be necessary to assign such right, title or interest to 1E.

## 11 INTELLECTUAL PROPERTY RIGHTS INDEMNITY

11.1 1E shall indemnify the Licensee against and defend any claim by a third party that the Software or Materials infringes that third party's intellectual Property Rights. The Licensee shall immediately notify 1E if it becomes aware of such a claim and provide such assistance to 1E as 1E may require in the defence or settlement of such claim at 1E's expense. 1E shall have the sole right to conduct the defence of any such claim and all negotiations for its settlement.

11.2 In the event that any claim referred to in Clause 11.1 is made or threatened, 1E may at its option and expense:

11.2.1 procure for the Licensee the right to continue using the Software or Materials or infringing part thereof; or

11.2.2 modify or amend the Software or Materials or infringing part thereof so that it becomes non-infringing; or

11.2.3 replace the Software or Materials or infringing thereof by other software of similar capability; or

11.2.4 terminate this Agreement on notice and refund a proportion of the charges paid by the Licensee under this Agreement, on a pro rata basis over sixty (60) months from the date of this Agreement.

11.3 The indemnity given under Clause 11.1 will not apply to the extent that any infringement has arisen directly from:

11.3.1 any modifications to the Software or Materials which are not contemplated by this Agreement and which are made by the Licensee without 1E's written consent or written authorisation; or

11.3.2 the use of the Software or Materials in combination with any other materials, software, equipment or systems not supplied or approved by 1E and in a manner not contemplated by this Agreement.

11.4 The Licensee shall be under an obligation to mitigate its losses, in respect of liabilities being indemnified and shall, if requested by 1E, provide evidence to 1E of all steps that it has taken to do so.

## 12 LIMITATION OF LIABILITY

12.1 1E SHALL NOT BE LIABLE FOR ANY LOSS OF REVENUE, ANTICIPATED SAVINGS, GOODWILL, REPUTATION OR USE, INTERRUPTION OF BUSINESS, LOSS OR CORRUPTION OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF 1E HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL 1E BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS. 1E'S ENTIRE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY LICENSEE TO 1E HEREUNDER FOR THE 12 MONTH PERIOD ENDING ON AND INCLUDING THE DATE OF THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY EVEN IF ANY REMEDY AVAILABLE TO LICENSEE HEREUNDER IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.2 For the avoidance of doubt, the Licensee agrees and acknowledges on its own behalf and on behalf of all of members of the Licensee's Group that nothing in this Agreement shall allow multiple recovery by the Licensee and members of the Licensee's Group of the same loss. The Licensee shall be the only entity entitled to pursue remedies against 1E in the event of any breach of this Agreement by 1E.

12.3 The Licensee undertakes to indemnify 1E against any loss suffered by 1E as a result of any act or omission of a member of the Licensee's Group using the Software and/or Services which, if such act or omission was by the Licensee, would constitute a breach of any term of this Agreement.

## 13 RISK IN THE LICENSED SOFTWARE MATERIALS

13.1 Risk in the Licensed Software Materials will pass to the Licensee upon the delivery of the Licensed Software Materials to the Licensee. If subsequently the Licensed Software Materials are (in whole or in part) destroyed, damaged or lost 1E will upon written request replace the same.

## 14 CONFIDENTIALITY

14.1 Without limitation to obligations of confidentiality in respect of the Licensed Software Materials under clause 7, neither Party shall use, copy, adapt, alter, disclose or part with possession of any information or data of the other Party which is disclosed or otherwise comes into its possession directly or indirectly as a result of this Agreement and which is of a confidential nature ("Confidential Information") without the prior written consent of the disclosing Party except as strictly necessary to perform its obligations or exercise its rights under this Agreement.

14.2 The receiving Party undertakes not to disclose any Confidential Information of the disclosing Party to any third party other than employees, professional advisors and approved sub-contractors of the receiving Party on a "need to know" basis only and to whom disclosure is necessary for the proper performance of their duties under this Agreement.

14.3 The foregoing obligations shall not apply to Confidential Information that:

- 14.3.1 as proven by dated written records, was known to the receiving Party prior to receipt from the disclosing Party; or
- 14.3.2 is received from a third party without breach of any other confidentiality arrangements; or
- 14.3.3 is or becomes public knowledge other than by breach of this Clause or is independently developed by or for the receiving Party; or
- 14.3.4 is required to be disclosed by any applicable law or by order of any Court of competent jurisdiction or any government body, agency or regulatory body, to the extent of the required disclosure, provided that the receiving Party shall use all reasonable endeavours to give the disclosing Party not less than two business days' written notice of the disclosure and cooperates reasonably with the disclosing Party, at the disclosing Party's expense, in the obtaining of a protective or similar order with respect thereto.
- 14.4 The Parties shall ensure that their respective employees, agents and sub-contractors comply with the provisions of this Clause and are bound by terms and conditions of use and non-disclosure at least as onerous as those contained in this Clause.
- 14.5 If this Agreement is terminated, the receiving Party shall return or destroy at the request of the disclosing Party all Confidential Information of the disclosing Party.

## 15 TERMINATION

### 15.1 This Agreement may be terminated:

- 15.1.1 forthwith by either Party upon giving written notice to the other if the other commits any material breach of this Agreement and which (in the case of a breach capable of remedy) shall not have been remedied within thirty (30) days of a written request to remedy the same (and non-payments of sums when due to 1E shall be a material breach);
- 15.1.2 forthwith by either Party upon giving written notice to the other Party if the other Party makes or proposes to make any arrangement or composition with its creditors or has a receiver, administrative receiver, administrator, liquidator, manager or similar officer appointed in respect of all or any part of its assets or passes a resolution for winding-up (otherwise than for the purpose of a solvent merger, consolidation or combination where the resulting entity assumes all of the obligations of the relevant party under this Agreement), or (in the case of an individual) commits any act of bankruptcy or dies, or (in the case of a partnership) is dissolved, or undergoes or suffers any analogous acts or proceedings under any foreign law;
- 15.1.3 if the other Party shall commit any act of bankruptcy, shall have a receiving or bankruptcy order made against it, shall make or negotiate for its composition or arrangement with or assignment for the benefit of its creditors or if the other party being a body corporate, shall present a petition or have a petition presented by a creditor for its winding up or shall enter into any liquidation (other than for the purpose of reconstruction or amalgamation), shall call any meeting of its creditors, shall have a receiver of all or any of its undertakings or assets appointed, shall be unable to pay its debts, or shall cease to carry on business; or
- 15.1.4 forthwith by either Party upon giving written notice to the other if the other shall cease to carry on its business or substantially the whole of its business;
- 15.1.5 In respect of the Maintenance Services only, by either Party on not less than sixty (60) days written notice to the other, such notice not to be given effective to the expiry of the Initial Maintenance Term, in the event of termination of the Maintenance Services
- (a) 1E will repay to the Licensee any fees paid by the Licensee to 1E in advance for Maintenance Services on a pro rata basis at the date of termination; and
- (b) the Licensee will pay to 1E any fees due to 1E for Maintenance Services on a pro rata basis calculated as at the date of termination.
- 15.2 Any termination of this Agreement (however occasioned) shall not operate so as to affect any accrued rights or liabilities of either Party.
- 15.3 Within fourteen (14) days of the termination of this Agreement (howsoever and by whomsoever occasioned) the Licensee shall return or destroy (as 1E shall instruct) all copies of the Licensed Software Materials in its possession and a duly authorised officer of the Licensee shall certify in writing to 1E that the Licensee has complied with such obligation.
- 15.4 If 1E has provided Consultancy Services then promptly after the date of termination or expiry of this Agreement, 1E will deliver a final invoice to the Licensee in respect of Consultancy Services rendered and the Licensee will pay the same in accordance with Clause 4.
- ## 16 FORCE MAJEURE
- 16.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations under this Agreement to the extent that its performance is interrupted or prevented by Force Majeure.
- 16.2 Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which

performance is so prevented provided that if such delay or failure persists for ninety (90) days or more, the Party not affected may, at its option and if it is reasonable for it to do so, terminate this Agreement by giving fourteen (14) days written notice to the other Party.

## 17 WAIVER

- 17.1 Any failure or delay on the part of either Party to exercise any power or right under this Agreement shall not operate as a waiver of it, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of the right or power. Any of the rights and remedies of either Party under this Agreement may at any time be enforced separately or concurrently with any other rights and remedies, whether under this Agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.

## 18 NOTICES

- 18.1 Any notices required to be given under this Agreement shall be in writing and delivered personally or by internationally-recognized overnight commercial courier or transmitted by facsimile to the Parties at the address specified in this Agreement.
- 18.2 Any notice served by:
- 18.2.1 personal delivery, shall be deemed served at the time of delivery;
- 18.2.2 courier, shall be deemed served at the start of the fifth business day after posting; and
- 18.2.3 facsimile, shall be deemed served on the day of transmission (or the next following business day if transmitted outside the Party's normal working hours) provided that the sender shall have received a transmission report indicating that all the pages of the notice have been transmitted to the correct facsimile number.
- 18.3 Any Party may change any details of its address or facsimile number by notice in the manner described above.

## 19 SEVERABILITY

- 19.1 If any term or provision of this Agreement or its application to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of the term or provision to any other Party or circumstances, other than those as to which it is already invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties shall negotiate in good faith to replace any invalid or unenforceable provisions by substitute provisions.

## 20 ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and invalidates all prior oral or written communications, understandings, representations or warranties relating to the subject matter hereof.
- 20.2 Each Party warrants to the other that it has not relied on any such communications, understandings, representations or warranties in entering into this Agreement.
- 20.3 Notwithstanding anything contained herein to the contrary, the provisions of Clauses 4, 7, 12, 14 and any other Clauses which are intended to survive expiration or termination shall survive the expiration or termination of the Agreement for any reason and shall continue in full force and effect thereafter.

## 21 ASSIGNMENT/SUB-CONTRACTING/AGENCY

- 21.1 Save as stated herein, neither Party shall be entitled to assign, sub-contract or otherwise transfer its rights or obligations under this Agreement (whether in whole or in part without the other Party's prior written consent (not to be unreasonably withheld), save that 1E shall be entitled to assign its rights hereunder (in whole or in part) to any member of 1E's Group. 1E shall have the right to sub-contract its obligations under this Agreement provided that 1E shall remain primarily responsible to the Licensee for all the acts and omissions of the sub-contractors as fully as if they were the acts and omissions of 1E.

## 22 THIRD PARTY RIGHTS

- 22.1 A person who is not a Party to this Agreement shall have no rights under this Agreement.

## 23 PUBLICITY

- 23.1 Subject to Clause 23.2, the Parties agree to keep confidential the terms of this Agreement, and neither Party shall make any announcement in relation to this Agreement or otherwise publicise its existence or its contents or use or refer to the name, trade mark or trade name of the other Party in any disclosure without the prior written consent of the other Party.

- 23.2 Each Party agrees the following:

23.2.1 to provide the publicity (if any) as specified in Schedule 1 (if applicable), and

23.2.2 not to unreasonably withhold its consent to the other party publicising this Agreement, either by reference, case study or other means.

23.3 1E shall be permitted to use the Licensee's name in its marketing and promotional materials, including but not limited to 1E's website.

#### 24 AMENDMENTS

24.1 No amendment to this Agreement whether oral or written shall be binding on either Party unless in writing and signed on behalf of the Parties.

#### 25 GOVERNING LAW AND JURISDICTION

25.1 The substantive, and not conflicts, laws of the State of New York shall govern this Agreement. The Parties expressly disclaim the applicability of, and waive any rights based upon, the Uniform Computer Information Transactions Act or the United Nations Convention on the Sale of Goods. Nothing stated in this Agreement will prejudice or limit the rights or remedies of either Party to enforce any award or decree under the laws of any jurisdiction where property or assets of the other Party may be located.

25.2 All claims or disputes arising out of or in connection with this Agreement shall be heard non-exclusively by any of the federal or state court(s) of competent jurisdiction located in the Borough of Manhattan, New York City, New York, United States of America. Each party consents to the jurisdiction of such courts.

25.3 Any action against 1E must be brought within one year after the event giving rise to the claim or be barred forever.

#### 26 SPECIAL CONDITIONS

26.1 Where special conditions are included as part of this Agreement they shall apply equally with these, except that where there is any inconsistency between these conditions and the special conditions, the special conditions shall apply.

#### 27 NON SOLICITATION

27.1 The Parties agree that during the period in which this Agreement is in place and for 12 months after the date on which this Agreement is terminated or expires, neither party shall directly, solicit, endeavour to entice away, employ or offer to employ any director, officer or employee of the other Party, whether or not that person would commit any breach of his or her contract of service in leaving his or her employment.

#### 28 HEALTH AND SAFETY

28.1 1E shall use reasonable endeavours to ensure that any of its employees or consultants who are involved in the provision of the Services shall comply with any health and safety policies and procedures of which the Licensee has made 1E fully aware.

28.2 The Licensee shall ensure that all premises, facilities or other equipment which shall be made available to 1E under clause 2 or otherwise shall comply with all relevant health and safety legislation and any other applicable laws.

#### 29 STATUS

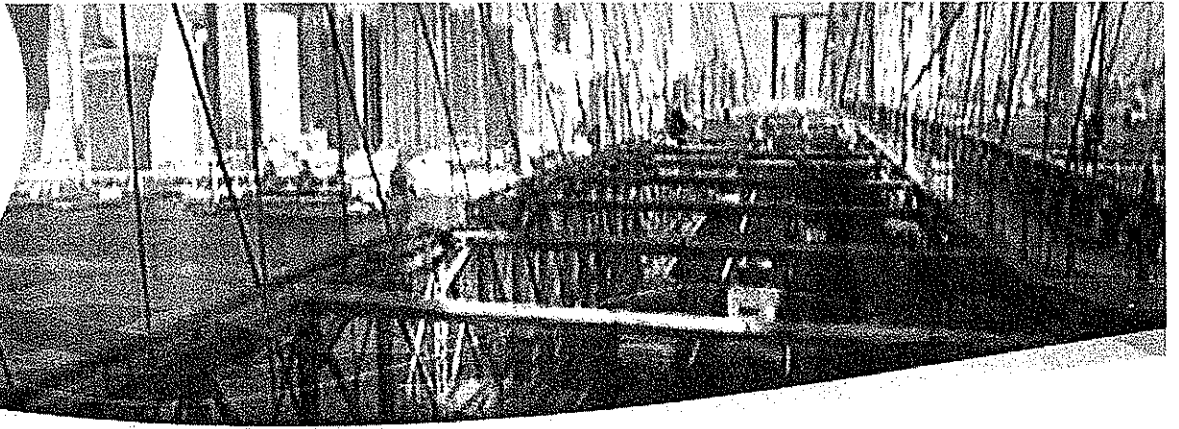
29.1 Each party to this Agreement is an independent contractor. No provision of this Agreement or any act of the parties pursuant to this Agreement will be construed to express or imply a joint venture, partnership, or relationship other than vendor and purchaser of the Services. No employee, agent or other representative of either party will at any time be deemed to be under the control or authority of the other party, or under the joint control of both parties.

29.2 Neither party has the right to commit the other to any legally binding obligation or to hold the other party's personnel (whether such personnel are employees, sub-contractors, consultants or otherwise) out as its personnel.

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## 1E Appendix 7. 1E Premier Support

Please note; upgrade packages including TAM support services are available at additional investment. To upgrade this package or to receive full information please contact [vanessap@1e.com](mailto:vanessap@1e.com)



# 1E Premier Support Process

*1E Technology Support Centre*

## **1E Premier Support Process**

Document version 1 revision 0

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### **Trademarks**

1E LTD name is a registered trademark of 1E LTD in the UK, applied for in the US and EC. 1E LTD device is a registered trademark of 1E LTD in the UK, US, EC and Australia.

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## **1. Introduction**

This document describes what you should expect as a customer, from the 1E Technology Support Centre Premier Support level.

### **1.1 1E Technology Support Centre**

The 1E Technology Support Centre (TSC) is responsible for all Post Sales and Technical Support activities and has been modelled on the ITIL framework of best practice approaches, intended to facilitate the delivery of high quality IT operations and support.

The Premier Support level offers 1E customers the following services:

- Account Management & Notification
- Information Services
- Technical Support

## 2. 1E Premier Support Model

This section gives information on the services, schedules and response times provided by the 1E Premier Support level.

### 2.1 Information Services

The Technology Support Centre provides customers with information on 1E products through the following channels:

- Support online at: <http://www.1e.com/support/>
  - Product FAQ's
  - Product Troubleshooting
  - Evaluation guides
- Support online downloads at <http://www.1e.com/Downloads/Index.aspx>
  - Software Evaluations
  - Free software tools
  - Whitepapers: Including Administrator, Installation and Evaluation Guides
  - 1E product published articles and solution presentations
- Release news

### 2.2 Notification Services

1E Marketing and Customer Relations work closely with the Technology Support Centre to ensure customers are kept up to date with new product launch and maintenance update notifications.

## 2.3 Technical Support

1E support is based on the ITIL framework of best practice approaches, making it easier to deliver high quality IT services. The goal of 1E Support is to restore services as quickly as possible with minimal disruption to its customers.

### 2.3.1 Support Description

#### **Initial Response**

Initial Response responds to all incidents raised with 1E Support, recording all necessary details to log the incident and directing the call onto the relevant support team.

#### **Incident Management**

An incident is termed as any event which is part of the standard operation of a service and which causes, or may cause, an interruption to, or a reduction in the quality of that service.

Incident Management provides the following services:

- Incident identification, investigation, diagnosis and resolution

#### **Problem Management**

A problem usually results from common symptoms in multiple Incidents, or a single Incident for which the cause is unknown, but for which the impact is significant.

Problem Management provides the following services to identify route cause:

- Escalation route to the Incident Management team
- Identify the root cause of issues
- Replicate customer issues in 1E offices, or at customer site if necessary

#### **Sustained Engineering**

The Sustained Engineering team work directly with Problem Management, providing the following services:

- Ongoing product maintenance
- Program break/fix escalation from Problem Management, from Monday to Friday during business hours (08:30am to 18:00pm GMT)

### 2.3.2 Service Hours

#### ***Business days***

Premier Support operates from 08:30am to 22:00pm, Monday to Friday, excluding UK bank holidays.

Program break/fix escalation from Problem Management, from Monday to Friday during business hours (08:30am to 18:00pm GMT)

### 2.3.3 Product Maintenance Support Lifecycle

Product maintenance provides previous version support, for up to 12 months from the release date of the current product.

Customers will be proactively notified of the next version product release date.

## 2.4 Contact Details

Customers may log calls with 1E Premier Support in the following ways:

### 2.4.1 P1 Critical and P2 Serious Incidents

To ensure response times, P1 Critical and P2 Serious incidents should be logged by phone on the following numbers:

US/Canada (Toll-Free): **1-866-349-4032**

UK: **0208 326 3499**

PIN code: **3892**

### 2.4.2 P3 Moderate and P4 Minor Incidents

P3 Moderate and P4 Minor may be logged via phone, as for P1 Critical and P2 Serious, or via the 1E web support page, or email:

- <http://www.1e.com/support/support.aspx>
- Email [support@1e.com](mailto:support@1e.com)

### 2.4.3 Required information to log a call

1E Support will request the following information for logging a call:

- Company name
- Customers own name
- Valid email address
- Fixed and mobile telephone number
- 1E product name and version
- Microsoft OS and BackOffice product versions
- Description of the incident and history
- Log files pertinent to the product in question

## 2.5 Incident Priority and Response Times

Severity	Description	1E Response & Resolution Times	Expected Customer Response
P1 Critical <i>Submitted via Phone</i>	The Software exhibits a problem or fault which prohibits production, prevents operations and has a significant measurable monetary and business impact.	1 <sup>st</sup> call response: <i>Within 1 hour or less, during business hours*</i> Customer follow up: <i>Every business Day</i> 1E shall respond as for Critical Incidents, to use all reasonable endeavours in identifying the root cause, to correct a program error within 3 Business Days*, provided the root has been identified.	Allocation of appropriate resources to sustain business hours effort and respond on a daily basis.
P2 Serious <i>Submitted via Phone</i>	The Software exhibits a problem or fault which significantly inhibits production but does not prevent operations and has a measurable monetary or business impact.	1 <sup>st</sup> call response: <i>Within 2 hours or less, during business hours*</i> Customer follow up: <i>Every other business day</i> 1E shall respond as for Serious Incidents, to use all reasonable endeavours in identifying the root cause, to correct a program error within 7 Business Days*, provided the root cause has been identified.	Allocation of appropriate resources to sustain business hours effort and respond on a daily basis.
P3 Moderate <i>Submitted via: Web, phone or email</i>	Specific functions of the Software do not conform to the Specification but do not impede productive use of the software.	1 <sup>st</sup> call response: <i>Within 1 business day*</i> Customer follow up: <i>On a weekly basis</i> 1E shall respond as for Moderate Incidents, using reasonable endeavours in identifying the root cause, to correct a program error within 30 Business Days*, provided the root cause has been identified.	Allocation of appropriate resources to sustain business hours effort and respond within a weekly basis.
P4 Minor <i>Submitted via: Web, phone or email</i>	Cosmetic production problems and general test and laboratory system problems relating to the Software that do not affect the availability of the production system.	1 <sup>st</sup> call response: <i>Within 3 business days*</i> Customer follow up: <i>On a fortnightly basis.</i> 1E shall respond as for Minor Incidents, to endeavour to identify the root cause and will correct program errors at 1E's discretion, or within the next maintenance release, provided the root cause has been identified.	Allocation of appropriate resources to sustain business hours effort and respond within a fortnightly basis.

\* Business days are specified in section 2.3.2 Service Hours

## 2.6 Escalation Path

### Support Team escalation process

1E Support Escalation Path	
Severity	
P1 Critical & P2 Serious Submitted via phone	<ul style="list-style-type: none"> <li>• Direct route to Incident Management for problem identification and resolution</li> <li>• Escalation to Problem Management within 8 hours to identify root cause, replicate and resolve problems</li> <li>• Problem Management escalation to Sustained Engineering within 1 standard business day, for break/fix scenarios, providing root cause has been identified</li> </ul>
P3 Moderate & P4 Minor Submitted via Phone or Web form	<ul style="list-style-type: none"> <li>• Direct route to Incident Management for problem identification and resolution</li> <li>• Escalation to Problem Management within 5 days to identify root cause, replicate and resolve problems</li> <li>• Escalation to Sustained Engineering within 10 days for break / fix scenarios, during normal business hours</li> </ul>

\* Business days are specified in section 2.3.2 Service Hours