



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

A R E S P O N S E T O

**The State of West Virginia
Division of Homeland
Security**

For

RFQ# HSE01154

**A Request for Proposal to Provide
Identity Managed Service Offering**

September 7, 2011

Original



Presented by:

Sandra K Hawkins (Sandy)
Senior Client Account Manager
Verizon

4700 MacCorkle Ave SE
Charleston, WV 25304
sandra.k.hawkins@verizon.com
(304) 356-3395 (Office)

RECEIVED

2011 SEP -7 AM 9:45

WV PURCHASING
DIVISION

© 2011 Verizon. All Rights Reserved.

The Verizon and Verizon names and logos and all other names, logos, and slogans identifying Verizon's products and services are trademarks and service marks or registered trademarks and service marks of Verizon Trademark Services LLC or its affiliates in the United States or other countries. All other trademarks and service marks are the property of their respective owners.

This document contains information that shall not be disclosed to third parties, without Verizon's consent, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this document.



A RESPONSE TO

**The State of West Virginia
Division of Homeland
Security**

For

RFQ# HSE01154

A Request for Proposal to Provide
Identity Managed Service Offering

September 7, 2011



Presented by:

Sandra K Hawkins (Sandy)
Senior Client Account Manager-Verizon
4700 MacCorkle Ave SE
Charleston, WV 25304
sandra.k.hawkins@verizon.com
(304) 356-3590 (FAX)
(304) 356-3395 (Office)

(Authorized signature)

9/2/11

(Date)

© 2011 Verizon. All Rights Reserved.

The Verizon and Verizon names and logos and all other names, logos, and slogans identifying Verizon's products and services are trademarks and service marks or registered trademarks and service marks of Verizon Trademark Services LLC or its affiliates in the United States or other countries. All other trademarks and service marks are the property of their respective owners.

This document contains information that shall not be disclosed to third parties, without Verizon's consent, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this document.





4700 MacCorkle Ave SE
Charleston, WV 25304
304-356-3395

September 7, 2011

Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

Attention: Tara Lyle

RE: HSE01154

Dear Ms. Lyle:

Verizon Business (Verizon) is pleased to submit its proposal to the Division of Homeland Security and Emergency Management for an Identity Managed Service Offering in response to RFQ HSE01154.

Verizon is one of the world's leading providers of communications services. Verizon serves more than 139 million customer connections (wireless, wireline, broadband and TV) every day and is the leader in serving 93.2 million wireless customers.

Verizon acquired Cybertrust, a privately-held provider of global information security services in July 2007. The combination made Verizon the leading provider of managed information security services to large business and government customers worldwide. By combining Cybertrust's global presence and customer base, focused security expertise, and professional services with Verizon's "cloud-to-core" security portfolio, global IP network and financial strength, the acquisition created a powerful and unique player that will redefine the global security landscape.

Verizon is a Fortune 10 company with approximately \$108 billion in 2009 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific, with 321 offices across six continents.

Verizon will provide outstanding service quality, product flexibility, and a local dedicated Account Team. Both customers and industry analysts continue to recognize Verizon for its service performance and customer care. Verizon has received several notable industry –analyst marks of distinction, including:

- Frost & Sullivan named Verizon a Top Provider of Global Managed Security Services in its 2010 "Global Managed Security Service Providers Rollup" report and the Market Leadership Award for Hosted Contact Center Services (June 2010)
- Gartner Inc. placed Verizon in the Leaders quadrant in the "Magic Quadrant for Communications Outsourcing and Professional Services, North America and for Global Network Service Providers."
- Current Analysis has awarded Verizon' Cloud Security Services its Industry Analyst Firm's Highest Rating "Very Threatening." (May 2010)
- Verizon has earned certification as ISO/IEC 20000-1-compliant for its Government Enterprise Network Operations Center (GENOC), located in Cary, N.C. The GENOC, launched in 1997, provides managed services for local, state, and federal government customers.



4700 MacCorkle Ave SE
Charleston, WV 25304
304-356-3395

- J. D. Power and Associates has consistently ranked Verizon highest in Customer Satisfaction since 2004 in the Telecommunications Industry Segment.
- Verizon named a Top 10 Retail IT Consulting Provider in 20th Annual RIS/Gartner Retail Technology Study (May 2010).
- Verizon has been named to the Global 100 of Newsweek magazine's annual green rankings.
- Frost and Sullivan has awarded Verizon Business/Cyberturst the 2009 North American Managed Security Service Providers (MSSP) Market Penetration Leadership Award.

Verizon's expansive global network reach, broad solutions portfolio, partner ecosystems, range of IT delivery options, and wealth of experience create a powerful combination that allows us to deliver results that make a real-world difference.

Verizon commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with the State of West Virginia.

Sincerely,

A handwritten signature in blue ink that reads "Sandra K. Hawkins". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Sandra Hawkins
Senior Client Account Manager
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

Contents

General Information	2
Attachment A-Vendor Response Sheet.....	4
Attachment B: Mandatory Specification Checklist.....	11
Signature Pages & Addenda 1, 2 & 3	1
Additional Verizon Responses.....	1
Tab 1 Purchasing Affidavit	1
Tab 2 Vendor Preference Certificate.....	1
Tab 3 Sample Legal Documents	1
Tab 4 Agreement Addendum (WV96) & P.28 Signature Page Re Licensing	1
APPENDIX	1

General Information

Services provided by Verizon Business Network Services Inc. as an agent for Cybertrust Inc., and MCI Communications Services Inc., d/b/a Verizon Business Services herein after collectively referred to as "Verizon" under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard Services Agreement and Attachments, which is incorporated into Verizon's response. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties. VERIZON ACKNOWLEDGES THAT IN THE EVENT OF A CONTRACT AWARD, ITS BID SHALL BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE WEST VIRGINIA FREEDOM OF INFORMATION ACT EXCEPT THAT ANY INFORMATION DESIGNATED BY VERIZON IN ITS BID TO BE CONFIDENTIAL AND PROPRIETARY SHALL NOT BE SUBJECT TO SUCH PUBLIC DISCLOSURE

This RFP Response is the property of Verizon. It contains confidential and proprietary information and is submitted to the State of West Virginia in confidence for use solely for the purpose of evaluating the products and services proposed herein, on condition that you and your representatives have by receiving it, agreed not to reproduce it or copy it, in whole or in part, or to furnish such information to others or to make any other use of it except for the evaluation purposes stated above and to return it to Verizon upon request. In the event that this proposal results in a contract, Customer may retain this proposal for its use in connection with the products and services covered by such contract and for that purpose make such copies thereof as may be necessary.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia RFP HSE01154 Request for Proposal for due on September 7, 2011. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.

Verizon has incorporated its response, by way of "Attachment". The Attachment is hereby incorporated with a sample VSA, and shall form the basis of any contractual arrangements resulting from award.

No terms of this RFP unless Verizon specifically stated that it has complied, or any standard Customer contract shall be deemed agreed to unless and until all such terms (together with any referenced attachments or exhibits) are mutually agreed to in writing by Verizon and Customer in a separate, definitive agreement to be agreed upon in the event that Verizon is selected as the successful bidder. Verizon is willing to negotiate in good faith to add such other terms and

conditions as may be mutually acceptable to both parties, but such additional terms and conditions may affect the rates, charges, and/or other terms to be required by Verizon.

Verizon reserves the right to negotiate with Customer mutually acceptable Contract terms and conditions which will be governed by the laws of the State of West Virginia.

Verizon submits this Proposal based on the terms and conditions of the RFP and the Customer Standard Terms and Conditions and of the attached Verizon Services Agreement including Service Attachments ("Agreement"). Verizon is willing to review and discuss any of the terms and conditions contained in this Agreement during contract negotiations with the Customer and fully expects to negotiate the Customer Standard Terms and Conditions into the final agreement between the parties. Furthermore, Verizon expects that any resulting contract will contain terms and conditions that are mutually acceptable to both parties.

This proposal is submitted with the understanding that neither party shall be contractually obligated to provide or purchase any of the services described herein until both parties agree in writing, signed by both parties, on the applicable rates, terms, and conditions that will apply to such service.

Verizon will not assume any contractual obligation to provide the Products and services beyond what is described in the proposal attached hereto and incorporated herein by reference.

(See all sample documents behind Tab 3)

Attachment A-Vendor Response Sheet

2.3 Qualifications and Experience: Vendors will provide in Attachment A: Vendor Response Sheet information regarding their firm and staff qualifications and experience in completing similar projects, references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Verizon Response:

Project Goals and Objectives contained in Section 2.4



Verizon has unmatched experience with credentialing in accordance with the requirements of FIPS 201-1, as well as with the implementation and ongoing management of all services requested by West Virginia. Verizon has been involved since the beginning of the standards:

- March 2004: Federal SSP program first announced.
- August 2004: Homeland Security Presidential Directive 12 (HSPD-12) signed.
- September 2004: Verizon awarded the first task order as an SSP.
- December 2009: Verizon cross-certified with the Federal Bridge Certificate Authority (FBCA) to ensure interoperability with the Federal government and its entities, including FEMA.

- January 2011: Verizon certified as a PIV-I provider by the Federal Government.

Verizon has provided high quality solutions to federal, state and local customers since 2004. All key team members have provided these credential services to various agencies within the federal and state governments. Verizon has assembled a wealth of technical and business experience to provide our customers with a "best of breed" team.

Resumes for the Verizon team may be found behind the Appendix for:

- Sandra Hawkins – Senior Corporate Account Manager
- Lawrence Host – Client Solutions Architect
- Tom Mays – Security Sales Engineer

Sample resumes may be found behind the Appendix for:

- Anthony Rinaldi
- Solomon Kirk
- Kevin Yu
- Dwight Gardner
- Tim Corder

Listed below are references that may be contacted to include all information in Past Performance section:

Commonwealth of Virginia

Mike McAllister
Deputy Secretary of Veterans Affairs & Homeland Security
Patrick Henry Building
1111 East Broad Street
Richmond, VA 23219
Office: (804) 225-3826
mike.mcallister@governor.virginia.gov

A sample staffing plan detailing the project flow and milestones may be found in the Appendix.

The following three projects highlight Verizon's experience and knowledge in the Identification System market.

Project Managers:

Deborah Blanchard
7550 Teague Road,
Hanover, MD USA 21076
deborah.blanchard@one.verizon.com
(410) 871-0836

Russel F Weiser
257 E. 200 South Suite 550,
Salt Lake City, UT USA 84111
russ.weiser@one.verizon.com
(801) 631-1685

Past Performance 1

Project Description	Personal Identity Verification (PIV) PKI Shared Service
Client Name	The Department of Veteran's Affairs
Contact Name and Position	Joseph Bond
Address	810 Vermont Ave NW Washington, DC 20420
Telephone	(202) 273-7109
Email	Joseph.bond@va.gov
<p>Description: Verizon Business currently supports the VA's PIV program by providing the following services:</p> <p>PKI Certificate Lifecycle Management: Verizon provides full digital certificate lifecycle management (DCLM) and digital certificate validation services (DCVS) that meet the FIPS 201 and Federal CP requirements. DCLM includes issuance of 4 digital certificates: (1) a PIVAUTH certificate (2) a digital identity and signature certificate, (3) an encipherment certificate and (4) a card authentication certificate. Verizon issues standard, policy, and PIV compliant X.509v3 digital certificates to VA end-entities (cardholders).</p> <p>Card Management System Services: Verizon maintains the standard, policy, and PIV compliant CMS that provides hosting services within the Verizon data center. Verizon ensures that the card management services that pertain to the lifecycle of PIV Cards and transitional PIV. Cards for the VA PIV program are available for Government use in accordance with FIPS 201 and the associated guidance and memorandums from OMB, NIST, and GSA.</p> <p>Primary Site Managed Services: Verizon maintains electronic interfaces between the Government's data center hosting services and the Verizon's primary service site. Verizon operates an approved facility that provides PKI and CMS within an environment that complies with the audit requirements of GSA, the FICC, and the Federal PKI Policy Authority. Verizon manages the PKI service within the terms and conditions listed in the SLA.</p> <p>Disaster Recovery Site Managed Services: Verizon operates a disaster recovery site that provides uninterrupted PKI and CMS services. The disaster recovery site complies with the audit requirements of GSA, the FICC, and the Federal PKI Policy Authority. The disaster recovery site provides the failover and service provision backup services as part of the PKI and CMS solution and is located over 400 miles from the Verizon secure data center in Beltsville, MD. Recovery of issuance and lifecycle management functionality is available within 72 hours and warm failover validation information is available within 18 hours.</p> <p>Online Certificate Status Protocol: Verizon operates/maintains the infrastructure to ensure OCSP services are provided to the VA in accordance with FIPS 201, the Federal CP, and all related OMB, NIST, and GSA guidance.</p> <p>Dedicated Communication Links: Verizon provides the equipment and services required to support dedicated links between the data centers hosting the PIV solution. Verizon provides dedicated links for the following VA PIV Solution data centers: Beltsville, MD; Falling Waters, WV; Atlanta, GA; Hines, IL</p> <p>Note: In separate tasking, the VA has purchased XX number of PIVMan Handhelds to be used for verification and validation of VA PIV credentials. Furthermore, VA has plans to issue 500,000 PIV credentials to its Federal employees, contractors, and affiliated personnel.</p>	

Past Performance 2

Project Description	HSPD-12 Personnel Authentication System PIVMAN IPL Publisher Hosting System
Client Name	Pentagon Force Protection Agency
Contact Name and Position	Derek Smeds, General Dynamics Information Technology
Address	3211 Jermantown Road Fairfax, VA 22030
Telephone	703-813-8427
Email	derek.smeds@gdit.com

Description: The Pentagon Force Protection Agency (PFPA) through a prime contract with General Dynamics Information Technology (GDIT) contracted with Cybertrust to host a turnkey, HSPD-12 compliant, identity and privilege validation solution for the electronic validation of the Department of Defense (DoD) Common Access Card (CAC) certificates and associated privilege information for the 90,000 PFPA personnel in the National Capital Region (NCR). As part of its effort to comply with both presidential directives and DoD security mandates, Cybertrust hosts, operates, and manages as one piece of our managed service offering an IPL solution to allow for the positive identification of DoD personnel based on the validation of their CAC identity credentials – especially in situations where network connectivity unavailable or spotty.

Additionally, support of access control, privilege management, identity management, mustering, continuity of operations (COOP), continuity of government (COG), law enforcement and First Responder activities is included in the hosting of production identity privilege list (IPL) information for the 90,000 First Responder community in the NCR.

Cybertrust currently provides the following to support PFPA IPL requirements:

- A securely hosted server with the capability to validate the identity and to manage privilege information for 90,000 PFPA personnel based on the DoD CAC credential;
- A transfer of the audit data captured on the handheld devices to the supporting infrastructure
- Annual maintenance and 24x7 support of all hardware and software components of the IPL solution that are hosted in the secure, environment.
- A hosted identity validation system that complies with both Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard-201-1 (FIPS-201-1)
- An interoperable platform to engage in the assessment of credentials for the positive identification of DoD personnel based on the validation of their CAC identity credentials.

The secure environment that hosts the PFPA IPL is in the same environment that hosts the Cybertrust Federally-approved SSP solution. Cybertrust was able to create the initial implementation of the PFPA IPL validation system within 45 days of the contract award by GDIT.

Note that this is the first operational IPL service that is currently in full production.

Past Performance 3

Project Description	HSPD-12 Identity System
Client Name	BearingPoint, The Department of Health and Human Services
Contact Name and Position	Robert Decker, Senior Manager
Address	McLean, VA 22102
Telephone	703-747-3626
Email	Robert.decker@bearingpoint.com

Description: HHS through a prime contract with Bearing Point has engaged Verizon to implement and integrate the Department's Smart Card Management System (SCMS), and stand up a initial capability HSPD-12 credential system. Verizon will eventually migrate the initial capability stand up to a full capability production environment. This project is being implemented in 2 stages:

Stage 1: Initial Capability Standup. Verizon is tasked with deploying, installing, and integrating the PKI SSP Initial Capability Stand Up and ensuring that it is logically associated with the previous HSPD-12 Pilot. Verizon is activating and interfacing the Initial Standup with a fully functional Federal Common Policy-compliant PKI Certificate Authority (CA) that meets the FPKIMedium/Hardware assurance level.

HHS PKI Transition Requirements. Verizon is working with BearingPoint, the System for Enterprise Records and Correspondence Handling (SERCH) program, NIH, the HHS Mail program, Office of the Inspector General, the third party service providers and other critical stakeholders to ensure proper transition from existing certificates to the PIV credential's certificates. Verizon, working with BearingPoint, provides the capability to transition and provide for key recovery and escrow of the existing HHS PKI key management keys used for encryption.

Stage 2: Expanded Full Capability Stand Up for PKI SSP. Once the pilot is complete, Verizon will add additional functionality to the PKI capability. The additional functionality will include support for FPKI High assurance certificates and the capability to make key management keys available through the HHS GAL.

- The PKI SSP must be able to support the following functions in addition to those identified in the Pilot:
- Provide capability to copy key management private keys to other devices to ensure users only require one key management key to perform e-mail encryption activities
- Provide capability to publish key management public keys to the HHS GAL and tools to configure Outlook clients to use key management keys for e-mail encryption
- Issue Federal Common Policy compliant High Assurance certificates

Additional PKI Requirements

- Verizon is tasked with leveraging the selected PKI SSP to provide additional PKI requirements
- Authentication using software certificates/non-PIV hardware tokens such as Level 3 and above USB tokens
- Data and e-mail encryption using software and non-PIV hardware tokens such as Level 3 and above USB tokens, Blackberry and other personal mobile devices, laptop computers, desktop computers and other remote devices

Section 2.4.1: Identity Management

A) Vendor Response

Read, understood and will comply.

B) Vendor Response

Read, understood and will comply.

C) Vendor Response

Read, understood and will comply.

D) Vendor Response

Read, understood and will comply.

E) Vendor Response

Read, understood and will comply.

F) Vendor Response

Read, understood and will comply.

Section 2.4.2: Attribute Management**2.4.2.1 Vendor Response**

Read, understood, and will comply.

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 1.6

2.4.2.1.1 Vendor Response:

Read, understood, and will comply.

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 1.6

Attachment B: Mandatory Specification Checklist

2.5 Mandatory Requirements

The mandatory requirement in Section 2.5 will be deliverables upon award of this RFP.

The following mandatory requirements must be met by the Vendor as a part of the submitted proposal. Failure on the part of the Vendor to meet any of the mandatory specifications shall result in the disqualification of the proposal. The terms "must", "will", "shall", "minimum", "maximum", or "is/are required" identify a mandatory item or factor. Decisions regarding compliance with any mandatory requirements shall be at the sole discretion of the State.

Section 2.5.1: Products and Services: General Services Administration (GSA)
FIPS 201- Approved Products & Services List (APL)

Vendor Response:

Read, understood, and will comply.

Section 2.5.1.1: "Enrollment Station" hardware

Vendor Response:

Read, understood, and will comply

Please reference Tab 3 – Sample Legal Documents : IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 1.2

Section 2.5.1.2: "Issuance Station" hardware

Vendor Response:

Read, understood, and will comply

Please reference Tab 3 – Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 1.3

Section 2.5.2: Operational Execution: Practice

Vendor Response:

Read, understood, and will comply

Please reference Tab 3 Sample Legal Documents - IDENTITY MANAGED SERVICE OFFERING SERVICE, Section 2.1

Section 2.5.3: Products and Services: General Services Administration (GSA) FIPS 201 Approved Products & Services List (APL) and ANSI standard criteria for attribute management

Vendor Response:

Read, understood, and will comply

Section 2.5.4: Validation Management

Vendor Response:

Read, understood, and will comply

Section 2.5.4.1: Validation is the electronic verification of the identity and attribute(s).

Vendor Response:

Read, understood, and will comply

Section 2.5.4.2: Products and Services: General Services Administration (GSA) FIPS 201- Approved Products & Services List (APL) and ANSI standard criteria for attribute management

Vendor Response:

Read, understood, and will comply

Section 2.5.5: Support

Vendor Response:

Read, understood, and will comply

Section 2.5.5.1: Installation and training.

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 2.1

Section 2.5.5.2: Documentation and Multi platform Topology

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 2.2

Section 2.5.5.3: Reporting.

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 2.3

Section 2.5.5.4: Hardware and Software Maintenance

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 2.4

Section 2.5.5.5: Reporting of Security Breaches

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 2.7

Section 2.5.5.6: Cards.

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 4.3.

Section 2.5.5.7: Data Storage Facility Agency-transmitted

Vendor Response:

Read, understood, and will comply

Please reference Tab 3-Sample Legal Documents: IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT, Section 1.5

I certify that we will meet all the mandatory deliverables/specifications of this Request for Proposal upon the award of the contract. Additionally, I agree to provide any additional documentation deemed necessary by the State of West Virginia to demonstrate compliance with said mandatory specifications.

Verizon Business Network Services Inc. as an agent for Cybertrust Inc. and MCI Communications Services Inc. d/b/a Verizon Business Services

(Company)

Patricia L Myers
Manager
Pricing/Contract Management



(Representative Name, Title)

304-356-3395/304-356-3590

(Contact Phone/Fax Number)

9/2/11

(Date)

Signature Pages & Addenda 1, 2 & 3

Signature requirements, along with Addenda 1, 2 & 3 and responses are directly after this page.

Verizon read, understood and will comply with all information included in Addendum 1, 2 & 3.



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

HSE01154

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR
Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon
Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

SHIP TO
HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
07/19/2011						
BID OPENING DATE: 08/16/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		655-78		
IDENTIFICATION SYSTEM						
REQUEST FOR PROPOSAL						
CONTRACT TO PROVIDE AN IDENTITY MANAGED SERVICE OFFERING FOR THE WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT.						
MANDATORY PRE-BID						
A MANDATORY PRE-BID WILL BE HELD ON 07/26/2011 AT 10:00 AM IN THE PURCHASING DIVISION FIRST FLOOR CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Patricia L Myers</i>		TELEPHONE 304-356-3395		DATE 9/2/11		
TITLE		FEIN 251639918 470751768		ADDRESS CHANGES TO BE NOTED ABOVE		

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

Patricia L Myers

Manager
Pricing/Contract Management



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
HSE01154

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon
Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

S
H
I
P
T
O

HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE: 08/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO TARA LYLE IN THE WV PURCHASING DIVISION VIA E-MAIL AT TARA.L.LYLE@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 08/01/2011 AT THE CLOSE OF BUSINESS. TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Patricia L Myers	TELEPHONE	304-356-3395	DATE	9/2/11
TITLE	Manager Pricing/Contract Management	251639918 470751768	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

HSE01154

PAGE

3

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR
Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a
Verizon Business Services
4700 McCorkle Avenue, SE
Charleston, WV 25304

SHIP TO
HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE:

08/16/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 4						
LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.						
REV. 3/88						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED PER THE SPECIFICATIONS.						
(XX) BONDS: THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BONDS FOR \$1,000,000.00.						
BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

Patricia L Myers

Manager

Pricing/Contract Management

TELEPHONE

304-356-3395

DATE

9/2/11

FAX

251639918 470751768

ADDRESS CHANGES TO BE NOTED ABOVE

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

HSE01154

PAGE

4

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE

304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R

Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a
Verizon Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

S
H
I
P
T
O

HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE:

08/16/2011

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
VENDOR PREFERENCE CERTIFICATE						
THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF						
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:-----TL/32-----						
REQ. NO.:-----HSE01154-----						
BID OPENING DATE:-----08/16/2011-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Patricia L Myers

Manager

Pricing/Contract Management

FERN

251639918 470751768

TELEPHONE

304-356-3395

DATE

9/2/11

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

HSE01154

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR
Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a
Verizon Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

SHIP TO

HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED:	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE: 08/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME: -----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-356-3590						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Sandra K. Hawkins						

***** THIS IS THE END OF RFQ HSE01154 ***** TOTAL: _____						

See Cost Proposal

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Patricia L Myers
Manager
Pricing/Contract Management

FEIN

251639918 470751768

TELEPHONE 304-356-3395

DATE

9/2/11

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
HSE01154

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R
Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon
Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

S
H
I
P
T
O

HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2011				

BID OPENING DATE: 08/16/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO CLARIFY THE MANDATORY PRE-BID MEETING. THE MEETING IS SCHEDULED FOR MONDAY, JULY 25, 2011 AT 10:00 AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
0001	1	LS		655-78		
IDENTIFICATION SYSTEM						
***** THIS IS THE END OF RFQ HSE01154 ***** TOTAL:						

See Cost Proposal

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Patricia L Myers
Manager
Pricing/Contract Management

Patricia L Myers
FAX 251639918 470751768

TELEPHONE 304-356-3395

DATE 7/2/11

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

EXHIBIT 10

REQUISITION NO.: HSE01154

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 *pm*

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.

Patricia L. Myers
.....
SIGNATURE

Patricia L Myers
Manager
Pricing/Contract Management

Verizon Business Network Services Inc. as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon Business Services
COMPANY

9/2/11
.....
DATE

REV. 11/96



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
HSE01154

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR
Verizon Business Network Services Inc.
as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon
Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

SHIP TO

HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/12/2011				

BID OPENING DATE:

08/30/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO MOVE THE BID OPENING DATE FROM 08/16/2011 TO 08/30/2011.						
2. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED.						
3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	LS		555-78		
IDENTIFICATION SYSTEM						
***** THIS IS THE END OF RFQ HSE01154 ***** TOTAL:						

See Cost Proposal

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

Patricia L Myers
Manager
Pricing/Contract Management

FEIN 251639918 470751768

TELEPHONE
304-356-3395

DATE 9/2/11

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. H5E01154

Page 1 of 4Date: 7-25-11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX
NUMBERS

MAILING ADDRESS

FIRM & REPRESENTATIVE NAME

Company: <u>Verizon</u>	<u>4700 MacCorkle Ave SE</u>	PHONE <u>304 356 3398</u>
Rep: <u>Rusty Risher</u>	<u>Charleston, WV 25304</u>	TOLL FREE
Email Address: <u>Rusty.Risher@verizon.com</u>		FAX <u>304 356 3590</u>
Company: <u>Verizon</u>	<u>4700 MacCorkle Ave SE</u>	PHONE <u>304 356-3395</u>
Rep: <u>Sandy Hawkins</u>	<u>Charleston, WV 25304</u>	TOLL FREE
Email Address: <u>Sandra.K.hawkins@verizon.com</u>		FAX <u>304 356-3590</u>
Company: <u>TECS&C INC.</u>	<u>12950 WOOD GARDEN DR</u>	PHONE <u>571-299-4103</u>
Rep: <u>RON LANG</u>	<u>SUITE 100</u>	TOLL FREE
Email Address: _____	<u>GREENSBORO, VA 20170</u>	FAX <u>571-299-4101</u>
Company: <u>OFFICE OF TECHNOLOGY</u>	<u>BUILDING #5</u>	PHONE <u>304-380-9164</u>
Rep: <u>MARK COETZER</u>	<u>CAPITOL COMPLEX</u>	TOLL FREE
Email Address: <u>MARK.a.coetzel@wv.gov</u>		FAX
Company: <u>FEMA INC</u>	<u>500 C. STREET, SW</u>	PHONE <u>1-202-262-0907</u>
Rep: <u>Pamela Hobbs-Wallace</u>	<u>WASHINGTON, DC</u>	TOLL FREE
Email Address: <u>Pamela.Hobbs-Wallace@fema.gov</u>		FAX

SIGN IN SHEET

Request for Proposal No. HSE01154

PLEASE PRINT

Page 2 of 4
Date: 7/25/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	<u>Tec Sec</u>	<u>12950 Woodgate Drive #100</u>	PHONE <u>703-587-7350</u> TOLL FREE
Rep:	<u>Bruce Beotman</u>	<u>Herndon VA 20170</u>	
Email Address:	<u>bbeotman@tecsec.com</u>		FAX <u>571-299-4101</u>
Company:	<u>NextGenID</u>	<u>2810 W Flores Street</u>	PHONE <u>703 929-5543</u> TOLL FREE
Rep:	<u>Dario Berini</u>	<u>San Antonio, TX 78212</u>	
Email Address:	<u>DBERINI@NEXTGENID.COM</u>		FAX <u>210 530-9992</u>
Company:	<u>PEN & NUN</u>		PHONE <u>252-212-8123</u> TOLL FREE
Rep:	<u>Pam Howard</u>		
Email Address:			FAX
Company:	<u>PEN & NUN</u>		PHONE <u>252-212-1523</u> TOLL FREE
Rep:	<u>Chae Wicks</u>		
Email Address:			FAX
Company:	<u>WU HATI GED / DHSEN</u>		PHONE <u>304 549-3024</u> TOLL FREE
Rep:			
Email Address:	<u>MICHAEL.TODD@DVICHOS.ARM.MIL</u>		FAX

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. HSE01154Page 3 of 4
Date: 7/25/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>WV D+SEM</u>	<u>81900 Kanawha Blvd. E.</u>		PHONE <u>304-558-5380</u>
Rep: <u>Tommy L. Dingess</u>	<u>Charleston, WV</u>		TOLL FREE
Email Address: <u>tommy.l.dingess@wv.gov</u>	<u>25305</u>		FAX <u>304-344-4538</u>
Company: <u>WV Office of Technology</u>	<u>Blvd 5th, 10th Floor</u>		PHONE <u>304-957-6884</u>
Rep: <u>Tim Phillips</u>	<u>Charleston WV 25305</u>		TOLL FREE
Email Address: <u>Timothy.L.Phillips@wv.gov</u>			FAX
Company: <u>WV B&S</u>	<u>350 Capitol St, Room #251</u>		PHONE <u>304-558-1700</u>
Rep: <u>Ed Doherty</u>	<u>Charleston WV 25301</u>		TOLL FREE
Email Address: <u>ed.c.doherty@wv.gov</u>			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX
Company:			PHONE
Rep:			TOLL FREE
Email Address:			FAX

SIGN IN SHEET

PLEASE PRINT

Request for Proposal No. H5E01154

 Page 4 of 4
 Date: 7/25/11

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company:	WUSP		PHONE 304-746-2154 TOLL FREE
Rep:	Luke Blatt		FAX
Email Address:	lblatt@wusp.state.wv.us		
Company:	WV Forensics		PHONE TOLL FREE
Rep:	Guy Alsbet		FAX
Email Address:	guy.alsbet@wv.gov		
Company:	WV Purchasing Division	2019 Washington Street, E.	PHONE 304-558-2544 TOLL FREE
Rep:	Tara Lyk, Senior Buyer	Charleston, WV 25305	FAX 304-558-4115
Email Address:	Tara.L.Lyk@wv.gov		
Company:			PHONE TOLL FREE
Rep:			FAX
Email Address:			
Company:			PHONE TOLL FREE
Rep:			FAX
Email Address:			

EXHIBIT 10

REQUISITION NO.: HSE01154

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 *ph*

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.

Patricia L Myers
.....
SIGNATURE

Patricia L Myers
Manager
Pricing/Contract Management

Verizon Business Network Services Inc. as an agent for Cybertrust Inc. and MCI
Communications Services Inc., d/b/a Verizon Business Services
COMPANY

9/2/11
.....
DATE

REV. 11/96



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
HSE01154

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
TARA LYLE 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

Vendor
Verizon Business Services Inc. as an agent for
Cybertrust Inc. and MCI Communications Services
Inc., d/b/a Verizon Business Services
4700 MacCorkle Avenue, SE
Charleston, WV 25304

SHIP TO
HOMELAND SECURITY & EMERGENCY
MANAGEMENT, DIVISION OF
BUILDING 1, ROOM EB80
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0360 304-558-5380

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/19/2011				

BID OPENING DATE: 09/07/2011

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. QUESTIONS AND ANSWERS ARE ATTACHED.						
2. TO MOVE THE BID OPENING FROM 08/30/2011 TO 09/07/2011.						
3. REVISED ATTACHMENT A ATTACHED.						
4. REVISED ATTACHMENT C ATTACHED.						
5. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	LS		655-78		
IDENTIFICATION SYSTEM						
***** THIS IS THE END OF RFQ HSE01154 ***** TOTAL:						

See Cost Proposal

Patricia L Myers
Manager
Pricing/Contract Management

Patricia L Myers
FEIN 251639918 470751768

TELEPHONE
304-356-3395

DATE 9/2/11

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
 14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

HSE01154
Addendum No. 3

Q1: Does the State anticipate enrolling all 5,000 cards/citizens within the one year period of performance?

A1: It is the intention of the state to issue as many cards as possible during the first year; however the state cannot guarantee a particular number. The number of cards shown is an initial procurement. Vendors should include a cost breakdown for additional cards and equipment. It is intended that this contract be on open ended contract that can expand as necessary to other state agencies and other local government agencies.

Q2: Attachment C, (Cost Sheet) seems designed primarily for hardware procurement. Will the State explain how a contractor should address the non-hardware portion of the procurement?

A2: Software should be included and part of the PIV-I and attribute solution. Revised Attachment C attached.

Q3: 2.5.5.2 Requires Contractor support for various professional services, tasks, and calls out a "Rate and Charges" section as the location for identifying those costs. Attachment C does not seem to have a place for "Rates and Charges"?

A3: To remove Section 2.5.5.2. in its entirety and replace with the following revised Section 2.5.5.2:

Section 2.5.5.2. Documentation and Multi platform Topology. Vendor will provide templates for the Agency to define lifecycle management processes, specifically for registration, enrollment, issuance, and revocation of User Cards. Vendor will provide templates for policy documentation (e.g., "Registration Practice Statement," "Key Recovery Practice Statement" and "Subscriber Agreement") and work with Agency to conform existing policy documentation to Vendor requirements up to the number of professional services hours listed in the Rates and Charges on the Cost Sheet – Attachment C, if necessary. Agency is responsible for the content of those policies and Agency will provide a copy of the policy documentation to support Vendor's CA WebTrust audits. In addition, Vendor will work with Agency on card topology (to determine the items to be included on the card and their layout on the card, such as

bar codes, seals/flags, and magnetic stripe programming), and IPL allocation (to determine and add appropriate IPL attributes to the system configuration). Topology shall conform to PIV-I requirements.

A revised Attachment C – Cost Sheet is attached.

Q4: At the Bidders conference it was discussed that the State DMV's will be the location of the enrollment.

Q4A: Will all DMV's be activated?

A4A: The final location for issuance is still being evaluated, but the DMV locations are the most desirable location.

Q4B: If not how many DMV's will be equipped?

A4B: We hope to have an issuance station in all 55 counties by the full deployment of the project.

Q4C: Will the State provided resources at DMV's such as:

1. Required space?
2. Electrical hook-up?
3. Network connections?

A4C: All three of the above will be provided at the locations selected.

Q5: Section 1.2.1 talks about permits and licensing. What WV State permits or licenses do you foresee being required for the vendor to obtain, if any?

A5: It will be the responsibility of the vendor to acquire all licenses necessary for the installation of the equipment, local licenses with municipalities and other that may be related to construction if necessary.

Q6: Section 2.4.1.2 – Does WV have an existing Certificate Authority?

A6: No, that is part of the RFP solution.

Q7: If so, does the State plan to provide it to the Contractor?

A7: Not applicable.

Q8: Section 2.5.52 – Please define the term IPL and its intent on the proposal.

A8: IPL is the identity and attribute list.

Q9: Does the State envision the Contractor providing help desk support?

A9: Yes

Q10: Section 2.3 – Qualifications and experience – calls out a “proposed staffing plan”. All other items in that section are historical and company specific. Is a proposed staffing plan required? and, if so, in what section should it be included?

A10: Revised Attachment A attached.

Q11: Sections 2.5.5.4 and 5.5 – As specified earlier in the RFP, the contract is for a period of one year, with the maximum of two one year extensions. Maintenance is being requested for a period of “three years after the date it is first activated”. This appears to be in conflict. Please clarify this requirement.

A11: The maintenance will begin upon the operation of the system and continue for the life of the contract. Dates will be established by change order.

Q12: Does the provided have to be PIV-I Certified? Note: Using PIV certified products does not mean that the provider is PIV-I certified.

A12: That is understood, but the identity portion must be GSA approved PIV-I.

Q13: Does WV intend to grow the program beyond the 5000 users? If so please explain:

A13: Yes, it is the desire of the state to transform this program into available as a citizen benefit model that can be utilized by all elements of government and other private sector and first response agencies.

Q14: How did WV determine the number of workstations and handheld units?

A14: Based on county locations and potential law enforcement issuance locations. This is not a concrete number. As the plan is rolled out, more or less locations could be identified. The Vendor proposal must be flexible enough to adapt to those changes.

Q15: Where does WV plan to host the workstations and handheld units?

A15: Ideally, the issuance stations will be a DMV or other similar issuance locations. Handheld units will be used by public safety officials around the state.

Q16: Notice that the printers, etc do not have computers attached: Is there a reason? Explain the reason.

A16: The intent is to leverage existing resources as much as possible. Vendors may propose including computers in their solution if proposed as a complete package.

Q17: Is there funding provided for this RFP? If so please explain.

A17: Funding will come from a variety of sources including state and federal funds.

Q18: If Federal what program?

A18: Not applicable.

Q19: Attachment A -- should the first paragraph be Section 2.3?

A19: Section 2.3 should be included as part of attachment A. See Revised Attachment A.

Q20: Questions are due 8/1 -- when can vendors expect the answers received by?

A20: Answers will be provided by addendum.

Q21: Will an extension be granted?

A21: The bid opening has been moved from 08/30/2011 to 09/07/2011.

Q22: What about a roll out plan or schedule for obtaining the handhelds? Do they want them all at once or over a scheduled time frame?

A22: The state will develop a roll out plan after negotiating with the successful vendor. All units will not be issued at one time

Q23: Our training is train the trainer based. Can training be consolidated to include multiple site leader (that could then train individuals at the sites?)

A23: It is up to the vendor to propose training based on its models. This is something can be worked out.

Q24: Or does WV have a roll out plan for the service that would allow VZB to better gage the delivery and training requirements of the state?

A24: Not applicable.

Attachment A: Vendor Response Sheet

2.3 Qualifications and Experience: Vendors will provide in **Attachment A: Vendor Response Sheet** information regarding their firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.

Vendor Response:

Project Goals and Objectives contained in Section 2.4

Section 2.4.1: Identity Management

A) Vendor Response:

B) Vendor Response:

C) Vendor Response:

D) Vendor Response:

E) Vendor Response:

F) Vendor Response:

Section 2.4.2: Attribute Management

2.4.2.1 Vendor Response:

2.4.2.1.1. Vendor Response:

Identity Management System HSE01154

Attachment C - Cost Sheet-Revised

Item No.	Item Description	Estimated Quantity	Unit Price	Extended Price
1	Initial Implementation Fee (this fee shall include all of the software, hardware, warranty, and any other items that are necessary and will be used for this project). Vendors should supply an itemized list of these items included in this fee.	1		
2	Identity Cards	5,000		
3	Year 1 Maintenance Cost	1		
4	Year 2 Maintenance Cost	1		
5	Year 3 Maintenance Cost	1		

Grand Total:

See Cost Proposal

EXHIBIT 10

REQUISITION NO.: HSE01154

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 *dh*

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.

Patricia L Myers
.....
SIGNATURE

Patricia L Myers
Manager
Pricing/Contract Management

Verizon Business Services Inc. as an agent for Cybertrust Inc. and MCI Communications
Services Inc., d/b/a Verizon Business Services

COMPANY

9/2/11
.....
DATE

REV. 11/96

Additional Verizon Responses

In addition to the required responses, Verizon offers the following responses and clarifications:

5.12.2 Insurance Requirements: (Provide liability insurance requirements. Insurance certificates are required prior to award, but are not required at the time of bid).

- Public liability in the amount of \$500,000.00.
- Property damage in the amount of \$500,000.00.
- Professional liability (medical, advertising, etcetera) in the amount of \$500,000.00.

Verizon Response: Verizon agrees to the amounts listed above and offers the following clarification:

Commercial General Liability in the amount of \$500,000 combined single limit each occurrence for bodily injury and property damage.

Telecommunications, Media and Technology Errors & Omissions Liability in the amount of \$500,000 each claim and aggregate.

5.4.2 Indemnification: The Vendor agrees to indemnify, defend, and hold harmless the state and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the contract in a manner not authorized by the contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage laws

Verizon Response: Verizon is under no obligation to defend, indemnify, or hold Customer harmless to the extent that a third party claim, action or suit arises out of or relates to: (i) Verizon's compliance with Customer's specifications (ii) a combination of any Professional Service by or on behalf of Customer with products, services, or other information or materials not provided by Verizon provided that such claim, action, or suit would not have arisen but for such combination. (iii) a modification of any Deliverable by or on behalf of Customer by anyone other than Verizon or its authorized agents provided that such claim, action, or suit would not have arisen but for such modification, or (iv) a use or operation of one or more of the Deliverables by or

on behalf of Customer that is inconsistent with the Agreement or Verizon's written instructions; (v) information, data, or other content provided by or on behalf of Customer and not provided by Verizon. To the extent that a third party claim, action or suit arising through claims for libel, slander, invasion of privacy, or other torts based on the content transmitted by or for Customer, is asserted against Verizon "Customer Infringement Claims"), Customer shall at its expense defend Verizon and indemnify and hold Verizon harmless for damages, costs, and expenses, including reasonable attorneys' fees, finally awarded against Verizon for such Customer Infringement Claims or amounts agreed to by Customer in settlement of Customer Infringement Claims

- 5.8.1 **Price Quotations:** The price(s) quoted in the Vendor's proposal will not be subject to any increase and will be considered firm for the life of the contract unless specific provisions have been provided in the original specifications.

Verizon Response: Please see details of Verizon's pricing information in the Cost Proposal under separate cover, as per requirements of bid. Please see equipment pricing explanation detailed at the bottom of the catalog.

Tab 1 Purchasing Affidavit

Verizon has included the completed and signed Purchasing Affidavit directly after this page.

HSE01154

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

WITNESS THE FOLLOWING SIGNATURE

Verizon BUbusiness Network Services Inc. as an agent for Cybertrust Inc., and MCI
Vendor's Name: Communications Services Inc., d/b/a Verizon Business Services

Authorized Signature: *Patricia A. Meyer* Date: 9/2/11

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 2nd day of September, 2011.

My Commission expires May 28, 2012.

AFFIX SEAL HERE

NOTARY PUBLIC

Angela A. Cooper



Tab 2 Vendor Preference Certificate

Verizon has included the completed and signed Vendor Preference Certificate directly after this page.

Rev. 09/08

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. ☒ **Application is made for 2.5% resident vendor preference for the reason checked:**
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☒ **Application is made for 5% resident vendor preference for the reason checked:**
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Verizon Business Network Services Inc. as an

Bidder: agent for Cybertrust Inc. and MCI
 Communications Services Inc. d/b/a Verizon
 Business Services

Signed: Patricia L Myers

Date: 9/2/11

Title: _____

Patricia L Myers
 Manager

Pricing/Contract Management

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

Tab 3 Sample Legal Documents

Verizon has incorporated in its response the following sample documents:

- Identity Managed Service Offering Service Attachment
- Verizon Business Service Agreement
- Verizon Professional Services Attachment

IDENTITY MANAGED SERVICE OFFERING SERVICE ATTACHMENT

1. Service Description.

1.1 General. Verizon Identity Managed Service Offering (ID-MSO) is a digital Certificate-based, remotely-hosted identity validation and management solution, provided by Cybertrust, Inc. except as otherwise specified herein or in an applicable price Quote, as defined below ("Verizon"). The version of ID-MSO Customer has requested has two primary components: (a) a Smart Authentication Credential ("Card") Service, including hardware, software and Verizon-hosted database support to enroll Users and issue Cards, and (b) optional Managed Validation Service ("MVS"), which provides Verizon-hosted database support for online validation of both the Card Certificate's status (aka Online Certificate Status Protocol or OCSP Validation) and the privileges or attributes of the Card owner or "User" (aka Identity and Privilege List or IPL)) along with optional mobile electronic validation devices (e.g., handhelds) for performing such validations in the field. The Cards and the Managed Validation Service are designed to be interoperable with other smart authentication cards and other identity validation systems using Certificates cross-certified with the Federal Bridge Certificate Authority (FBCA). The Verizon Identity Managed Service Offering meets all of the specifications required to meet Personal Identity Verification (PIV) interoperability (PIV-I) as described by *Personal Identity Verification Interoperability For Non-Federal Issuers, Issued by Federal CIO Council, May, 2009*. To the extent that PIV-I credentials in other jurisdictions are issued and recognized, (e.g., Commonwealth of Virginia, Colorado, other FEMA Region III states as well as the state members of the All Hazards Consortium, which include NY, NC and NJ), the PIV-I Credential issued to West Virginia under this agreement will be interoperable. The following provisions provide more detail on how these aspects of Verizon ID-MSO work.

1.2 Enrollment. ID-MSO Card service includes the customer purchase of "Enrollment Station" hardware (a laptop computer with a Card reader, digital camera, fingerprint reader, and an external monitor), along with the use of appropriate software, to collect the identity data needed for each enrolled User's Card, including fingerprints, digital photograph, PIN, and documentation. Collected data is transmitted over an encrypted connection to a central Verizon-hosted storage facility, using a Customer-provided Internet connection, so no personally-identifiable information is stored locally on the Enrollment Station. With respect to any personally-identifiable User information Customer obtains, Customer will obtain any necessary consents before transmitting such information to Verizon.

1.3 Card Issuance. ID-MSO Card service includes an "Issuance Station," including customer purchased hardware (a laptop computer with a Card reader, fingerprint reader, PIN entry pad, and Card printer) and the use of appropriate software. Authorized Customer representatives use the Issuance Station to first validate a User with his or her previously collected digital photograph, fingerprint data, and then to print, issue and activate that User's Card including a User selected PIN. The station also captures the User's digital signature confirming receipt of the Card. The Issuance Station embeds a Verizon-provided identity-authenticating Certificate on the Card, through which the User's identity and privileges/attributes can be confirmed by any interoperable identity validation system. Also embedded are a digital signing Certificate, a key management Certification, and a card authentication Certificate for physical access purposes. The ID-MSO solution does not make direct use of those three additional Certificates but because they are provided by Verizon's cross-certified CA, they can be recognized by other interoperable systems conforming to the same standards. Customer provides the Internet connection used by the Issuance Station.

1.4 Workflow and CA Options.

Customer may choose between two types of "workflow" software (Basic or Silver) and two types of Certificate Authority (Basic or Standard). Workflow software manages identity and card lifecycle process management activities. The Certificate Authority governs the issuance of Card Certificates. The following tables indicate the primary features of each option.

WORKFLOW OPTIONS	Basic	Silver
FIPS 201 Interoperable Credentials	x	x
Standard Basic Management Reporting	x	x
Emergency Support Function (ESF) and NIPP		x
Sector Assignments		
Flash Pass Cards		x

CERTIFICATE AUTHORITY OPTIONS

- Basic: *Issuer = Verizon* (this is the most economical for most customers); shared hardware and shared CA instance
- Standard: *Issuer = Customer*, shared hardware, dedicated CA instance (the CA is dedicated to the customer)

1.5 Verizon Data Storage Facility. Customer-transmitted User identity data is stored at a secured, hosted Verizon facility for control purposes; it is not accessed by Customers performing validations in the field. Data is protected by regular backups (daily, weekly, quarterly and yearly), monitoring of infrastructure availability and resource utilization, and a hot failover for validation data, to a remote disaster-recovery location. The facility is protected by the following safeguards: (a) emergency power generator; (b) uninterrupted power supply (UPS); (c) smoke/fire detection and fire suppression system; (d) dedicated air conditioning with environmental monitoring; (e) redundant alarm system; (f) visual monitoring systems; (g) scalable rack space; and (h) secured entry. More broadly, Verizon will maintain the operating systems, security administration, facilities and infrastructure that host this User information consistent with industry standard practices, utilizing firewall products and gateways.

1.6 Privilege/Attribute Assignment and Management. ID-MSO MVS service provides "Privilege/Attribute Assignment" software that Customer uses to assign privileges and attributes to Users in an Identity and Privilege List ("IPL") repository maintained by Verizon at the same secured facility described above, separate from the User identity data described above. "Privilege/Attribute Management" software also is provided for authorized Customer representatives to synchronize the privilege and attribute information associated with Users in the IPL repository with the same information in any handheld or other devices Customer may use to perform field validations. This software can be installed on the Enrollment Station or Issuance Station provided as part of the Card service. Customer may install the software on other, Customer-provided devices but Verizon is not responsible for the performance of the software on such non-Verizon-provided devices. Customer provides the Internet connection used by Privilege/Attribute Management.

1.7 Handheld Devices and Card Validation. MVS Customers may purchase handheld devices ("Handhelds") from Verizon, which Customer may use alone or with other appropriately-equipped devices, such as Enrollment or Issuance Stations (a) to validate the identity of a User by confirming that the applicable Certificate has not been revoked (as of the last time the revocation list was checked and (b) to validate the privileges and attributes of a User, as of the last time the IPL codes on the hardware were synchronized with the IPL repository. Using a Customer-provided Internet connection and appropriate software, the Handhelds can store the Certificate status and IPL codes (but no personally-identifiable information) needed to validate Users' Card status, available privileges/attributes, fingerprint data, PIN, and digital-camera photograph when no Internet connection is available. Handhelds include a Card reader and fingerprint reader, along with the ability to display User name, Certificate status, privileges/attributes, and other information. Certificate status and privilege/attribute validation relating to a User's Card can also be performed by certain other third parties with appropriate

hardware and software. There is no additional charge to the Customer for such third-party validations and no limit on the number of validations that can be performed by Customer or third parties.

2. Support

2.1 Installation and Training. The Enrollment and Issuance Station hardware, along with any Customer-ordered Handhelds, (collectively "ID-MSO Equipment") will be shipped directly to Customer's designated sites loaded with the software described above. Verizon will train Customer trainers to deploy and use the ID-MSO Equipment, up to the number of hours indicated in the Rates and Charges section. A Verizon representative will oversee the initial installation and testing of ID-MSO Equipment.

2.2 Documentation and Card Topology. Verizon will provide one set of templates for the Customer to define lifecycle management processes, specifically for registration, enrollment, issuance, and revocation of User Cards. Verizon will provide templates for policy documentation (e.g., "Registration Practice Statement," "Key Recovery Practice Statement" and "Subscriber Agreement") and work with Customer to conform existing policy documentation to Verizon requirements up to the number of professional services hours listed in the Rates and Charges section below, if necessary. Customer is responsible for the content of those policies and Customer will provide a copy of the policy documentation to support Verizon's CA WebTrust audits. In addition, Verizon will work with Customer on card topology (to determine the items to be included on the card and their layout on the card, such as bar codes, seals/flags, and magnetic stripe programming), and IPL allocation (to determine and add appropriate IPL attributes to the system configuration).

2.3 Reporting. Verizon will provide monthly reporting upon request, including the number of Users sponsored, enrolled, printed and activated. Upon request, Verizon will also provide monthly reporting of service level performance and a summary of reported service failures.

2.4 Hardware and Software Maintenance. Verizon will provide maintenance and support for defective hardware and software provided as part of ID-MSO, included in the annual recurring charge(s), for up to three years after the date it is first activated. Verizon provides Tier 2 and Tier 3 support as described in the Service Level Agreement (SLA) attached below as Appendix 1.

2.5 SLA. Verizon's SLA for ID-MSO is attached as Appendix 1.

2.6 Additional Professional Services. Additional professional services (beyond the hours and types identified in the Rates and Charges section) are available from Verizon for an additional charge.

2.7 Reporting of Security Breaches. Verizon will notify Customer of any actual or attempted breaches of Verizon security specifically targeted at Customer's ID-MSO service, as specified further below. Customer will notify Verizon of any actual or attempted security breach that Customer identifies, as specified further below. The notification times specified below are targets only and the failure of either party to meet them in any particular case does not constitute a breach of the Agreement. The term "Security Breach Event" includes any such actual or attempted security breach.

Standards for Security Breach Event Notification

The severity of the Security Breach Event and associated impact assessment will be based on the criticality of the affected system or process, the type of information affected, the perceived intent of the party(ies) that caused the event, governing laws and regulations, the nature of the threat, and the number of similar incidents. The Reference table below provides guidance as to how each party will, in the good faith exercise of its sole discretion, determine the severity impact and notification timelines. References below to a "potential impact" mean a material, substantial possibility, not a remote, highly speculative possibility.

Severity Level/ Impact Assessment	Security Breach Event Description	Timeframe to Notify Customer or Verizon
5 – Low	Incident where the potential impact to Customer's use of ID-MSO is minimal. Examples are isolated malicious virus infections, accidental violation of process or procedure, and minimal unsuccessful <i>non-intelligent</i> attempts to breach a low or medium criticality system.	Within 24 hours after incident detection
4- Medium	Incident where the potential impact to Customer's use of ID-MSO is moderate. Examples include <i>intelligent</i> unsuccessful attempts to breach any critical system, multiple unsuccessful <i>non-intelligent</i> attempts to breach any critical system, multiple reports of malicious SPAM or virus within Verizon, theft of Customer Internal Information, unexplained system failures or outages, and possible or actual minor suspicious business interruption.	Within 24 hours after incident detection
3- High	Incident where the potential impact to Customer's use of ID-MSO is serious. Examples include malicious intent, internal wrongdoing, <i>possible</i> breach of any critical system, <i>actual</i> breach of low or medium criticality system, compromise of confidential Customer information, hacker websites that harvest customer information, moderate client business interruption, simultaneous system outages, breach of local laws.	ASAP but not to exceed 4 hours after incident detection
2- Very High	Incidents where the potential impact to Customer's use ID-MSO is severe and if realized, would represent a crisis to Customer's use of ID-MSO, or where the perceived potential impact to the Customer's overall business operations is serious. Examples include potential	ASAP but not to exceed 2 hours after incident detection

	or actual serious disruption to Customer's operations, possible breach of multiple systems of any criticality, compromise of confidential Customer information, and <i>actual</i> breach of a high criticality level system.	
1- Critical	Incidents where the potential impact to the Customer's overall business operations is severe and if realized, would represent a crisis to the Customer's overall business operations. Examples include potential disruption of multiple Customer business activities, compromise of confidential Customer information, and significant harm to Customer's public reputation or regulatory posture.	ASAP but not to exceed 1 hour after incident detection

3. Deliverables.

<i>Deliverable</i>	<i>Due Date</i>	<i>Responsibility</i>
Kick off Meeting	Within 5 business days after fully executed Statement of Work and Purchase Order	Verizon and Customer
Task Order Management Plan or Project Management Plan	10 business days after fully executed Statement of Work and Purchase Order	Verizon with assistance from Customer
Finalize technical project plan documents; including Card topology	30 business days after fully executed Statement of Work and Purchase Order	Verizon with assistance from Customer
Order Cards and Set up Work Flow for Enrollment and Issuance Process	60 business days after finalization of Verizon Customer Boarding Form (establishing certain customer implementation details)	Verizon
Establish CA connections	60 business days after finalization of Verizon Customer Boarding Form	Verizon
Establish IPL database and connections	60 business days after finalization of Verizon Customer Boarding Form	Verizon
Deliver Enrollment and Issuance Stations. The Management Station must be located on either the Enrollment or Issuance Station	75 business days after finalization of Verizon Customer Boarding Form	Verizon
Provide training (train the trainer)	75 business days after finalization of Verizon Customer Boarding Form	Verizon
Conform current Customer policy documents, e.g, RPS, Subscriber Agreement, Interconnect Security	Draft comments: 30 business days after fully executed Statement of Work and	Customer with assistance from Verizon

<i>Deliverable</i>	<i>Due Date</i>	<i>Responsibility</i>
Agreement (ISA), Registration Agreement (RA) to comply with Verizon requirements	Purchase Order Final documents: 30 business days after draft comments	Customer with assistance from Verizon

4. ID-MSO Service Requirements, Terms and Conditions

4.1 Services. Due to the inherent evolutionary nature of technology, Verizon reserves the right to change, modify, update or enhance ID-MSO from time to time ("Service Update") and the Verizon Account Team will notify the Customer's point-of-contact (via facsimile or electronic mail) upon publishing a Service Update. Such new Service Update is effective upon the date specified in Verizon's notice but no sooner than the 90th day following notice of the Service Update. In the unlikely event that the service levels specified in the Agreement would be materially degraded by a Service Update, Customer may (i) terminate ID-MSO for the affected User(s) and receive a prorated refund of pre-paid but unused annual recurring charges; or (ii) request a reasonable adjustment of their annual recurring charges to be negotiated in good faith by Customer and Verizon. Unless the Customer elects to exercise its rights under the foregoing sentence by serving written notice to that effect to Verizon within 30 days following receipt of Verizon's Service Update notification, the Service Update will be deemed accepted and will apply. The parties acknowledge that Verizon has no obligation to provide ID-MSO services in respect of any device (including without limitation, any ID-MSO Equipment) that: (i) has been subjected to unusual physical or electrical stress, misuse, negligence or accident; (ii) has been modified, merged, relocated if not identified as a portable unit, repaired, serviced or otherwise attended to by a party other than Verizon or without Verizon's prior written consent; (iii) that is "end-of-life" or which runs a version of operating system and/or application software that is no longer supported or maintained by the relevant manufacturer or licensor; or (iv) has not been properly registered and/or for which required permits or approvals are not or no longer maintained. Unless specifically agreed by both parties in accordance with standard Change Control procedures, Customer may not install any software or hardware on any component of ID-MSO. For the avoidance of doubt, the ID-MSO Equipment under this service description are identified as "portable units" unless the Customer specifies that the units are to be stationary or "non-portable" units.

4.2 Customer Information, Permits and Support Obligations.

4.2.1 Customer Policies. Customer is responsible for ensuring the accuracy and appropriateness of all customer policies in support of ID-MSO and related customer documentation, notwithstanding any assistance Verizon may provide. Customer is responsible for operational compliance with those policies and documentation and will promptly inform Verizon of any material changes to its point-of-contact or other aspects of its operations that may affect Verizon's delivery of ID-MSO.

4.2.2 Customer Data. Customer is responsible for and Verizon may rely upon the accuracy, timeliness and completeness of all data, reports and other information Customer supplies (including without limitation identity data and privileges/attributes) to Verizon. Verizon is not responsible for the content of that information. Customer acknowledges that data in the IPL repository, and Certificate status, are subject to continual change. Revocations of digital Certificates are reflected through the use of a certificate revocation list. Customer must re-synchronize with the IPL repository to receive any changes to

privileges or attributes since the previous time the Customer last synchronized with it. As a result, Customer's use of previously-downloaded Certificate status information and IPL codes (e.g., on a Handheld) to validate privileges/attributes in the field without a real-time Internet connection will not reflect any changes to the data made since the last time of the download, and as a result, may return validation results which are no longer accurate or complete. Customer is required to synchronize data between the IPL repository and the validation equipment (e.g, Handheld or other computer) at a minimum every 18 hours per FEMA requirements. Verizon will back up data daily and have a hot fail-over to a remote disaster-recover facility, but in any event, is not responsible for any unrecoverable data loss. Verizon shall use commercially reasonable efforts to restore data.

4.2.3 Customer Systems. Customer will make available to Verizon the Enrollment and Issuance Stations, Privilege/Attribute Management software, the Handhelds, and Customer's other computer programs, data and documentation required by Verizon to perform the ID-MSO services. Customer shall obtain all governmental approvals, licenses, and permits necessary for completion of the ID-MSO services, if any. In particular, Customer shall take all steps required for identity validation process of which ID-MSO is a part to meet FIPS 201 requirements and for Verizon as a CA to maintain cross certification under the Federal Bridge Certification Authority ("FBCA"). Customer shall prepare any installation site in accordance with Verizon's instructions to ensure that any equipment that interfaces with Customer's Service Devices and other systems operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by this Agreement and this failure causes Verizon to incur costs during the implementation or provision of ID-MSO, then Customer agrees to reimburse Verizon promptly for these costs.

4.2.4 Cooperation. Customer shall coordinate and manage its employees, contractors or agents to facilitate the performance of ID-MSO by Verizon. Any commitments Verizon makes with respect to ID-MSO are contingent upon Customer meeting its obligations, as defined here. Customer will make its management and technical personnel who will work with Verizon and will perform those activities described as Customer's responsibility in the Agreement reasonably available to Verizon. Each party will designate and maintain during the term of the Agreement a point of contact, and will notify the other party of the name of such point of contact who will have the authority and power to make decisions with respect to actions to be taken in connection with the Agreement and all documentation included in a Agreement. If required by the Agreement, Customer shall prepare any installation site in accordance with Verizon's instructions ensuring that any equipment that interfaces with Customer's computer system operates in accordance with the manufacturer's specifications. If Customer fails to make any preparations required by an Agreement, and this failure causes Verizon to incur costs during ID-MSO implementation, Customer agrees to reimburse Verizon for these costs.

4.3 Cards. Cards (sometimes called a PIV or PIV-I Card) shall comply with physical characteristics as described in International Organization for Standardization (ISO)/International Electrotechnical Commission (IEC) 7810 [ISO7810], ISO/IEC 10373 [ISO10373], ISO/IEC 7816 for contact cards [ISO7816], and ISO/IEC 14443 for contactless cards [ISO14443] and FIPS 201. Cards are warranted against material defects in material and workmanship for 90 days. Customer (and not Verizon) is responsible for all Cards, including without limitation, their proper security, issuance and use. Users may not have more than one Card but may be provided with a replacement Card as permitted under the Registration Practice Statement. Customer will promptly inform Verizon if a Card is lost or its security is compromised or if the

privileges/attributes or other data associated with it changes, following the requirements set forth in the Cybertrust Managed PKI Certificate Practice Statement ("CPS"), the Customer's Registration Practices Statement ("RPS") and the terms of the Registrar Agreement. Customer understands and agrees that Verizon is authorized by this Agreement to issue digital Certificates (which are issued by Verizon pursuant to this Agreement and its role as Certificate Authority) onto the Card and that both Customer and potentially third parties may rely on those Certificates. Customer will perform the functions of a Registration Authority ("RA") under the Verizon-Cybertrust Managed PKI Certificate Policy ("CP") on behalf of Verizon, Verizon-Cybertrust Managed PKI Certificate Practice Statement ("CPS"), the Customer's Registration Practices Statement ("RPS") and the terms of the Registrar Agreement. The consideration for ID-MSO includes, without limitation, the Customer's undertaking of the performance of the role of RA with respect to Users to receive Cards on the terms and conditions set forth in the CP, CPS and RPS and its assumption of liability for risks arising out of that function, the mutual agreements, and other good and valuable consideration. Details are highlighted in the policy documentation set required by Verizon and with which the Customer agrees to abide and adhere.

4.4 Customer Interface. In connection with the provision of the ID-MSO services, Customer also will be provided access to a Verizon web-based portal, dashboard or other form of interface ("Interface" for which Customer must use one or more user IDs, account numbers, personal identification numbers or codes, passwords, digital Certificates or other means of authentication to access the Interface ("Login"). For example, the Interface and Login may be used for accessing the IPL repository, on-line services, authorizing instructions and requests using ID-MSO services. Customer shall at all times keep its Login strictly confidential and shall take all reasonable precautions to prevent unauthorized use, misuse or compromise of its Login. Customer agrees to notify Verizon promptly upon learning of any actual or threatened unauthorized use, misuse, or compromise of its Login. Verizon is entitled to rely on Customer's Login as conclusive evidence of identity and authority. Customer is liable for all activities and charges incurred through the use of Customer's Login and Cards, and will indemnify, defend and hold Verizon harmless from all liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) incurred by Verizon to the extent resulting from the use and/or compromise of Customer's Login or Cards, unless the unauthorized use, misuse or compromise of Customer's Login or Card is solely attributable to a Verizon's gross negligence or willful misconduct.

4.5 Service Devices. Responsibility for the ID-MSO Equipment passes to Customer upon delivery to Customer location. Customer is responsible for the physical security of ID-MSO Equipment. Title to the ID-MSO Equipment passes to Customer at the same time if full payment has been received by Verizon, or if not, as soon thereafter as full payment is received. Customer (and not Verizon) is responsible for the ID-MSO Equipment, including without limitation, proper security, transportation, management and use, subject to any Verizon maintenance and support obligations as provided under this Agreement. Verizon passes through to Customer any end user warranties provided by the ID-MSO Equipment manufacturers. Customer acknowledges that Verizon-owned or licensed software ("Service Software") is provided to Customer for use in connection with ID-MSO, including without limitation on the Enrollment Stations, Issuance Stations and Handhelds. The combination of the Verizon-owned or licensed software (including software licensed directly to Customer by the manufacturer pursuant to this Agreement) and the hardware and other software that it is associated with are referred to collectively as "Service Devices." Customer is liable for any and all loss or damage to the Service Devices, excluding damage attributable to normal wear and tear, in Customer's possession or under its control, unless such loss or damage is attributable to a negligent act or omission of Verizon. Customer shall notify Verizon immediately of any loss or damage attributable to a negligent act or omission of Verizon. Customer agrees to (i) house the Service Devices in a safe and serviceable environment and in accordance with reasonable instructions by Verizon as may be given from time to time; and (ii) permit Verizon or an authorized representative of Verizon to modify, relocate, repair, inspect or test the Service Devices at all times subject to compliance with any reasonable security and safety procedures in force at the location where the Service Devices are located or housed by or on behalf of Customer. Customer is responsible for operating Service Devices in a manner that ensures the privacy of Users and User information.

4.6 Service Software. Service Software is provided for Customer's use under the terms of this Agreement either under a nontransferable, revocable sublicense from Verizon (the scope of which is based on Verizon's license from the manufacturer) limited to the purposes of this Agreement, or in the case of Probaris, Corestreet and ActivIdentity-provided software, under an end user license from the underlying supplier. With respect to licenses from these latter three software suppliers, Customer must agree to and execute the vendor's then-current applicable end user license agreements, which are attached below as Appendix 3, Appendix 4, and Appendix 5 respectively. Verizon has the right to revoke the use of the Service Software at any time. Upon Verizon's revocation of Service Software use, or termination or expiration of the Services for which the Service Software has been provided, the Customer shall immediately cease all further use of the Service Software and either delete or destroy the Service Software. Customer shall use the Service Software for internal purposes only as further defined in this Agreement. Customer shall not distribute, reproduce, or sublicense the Service Software. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Service Software.

4.7 Maintenance and Support Limitations. Maintenance and support of Enrollment and Issuance Stations covers defects in material and workmanship in normal service and under normal conditions. Maintenance and support of Handhelds covers the maintenance of Handhelds in good working order, subject to the exclusions noted below. For problems with the Enrollment Stations, Issuance Stations, or Handhelds that are covered by Verizon maintenance, Customer will ship the affected hardware to Verizon, in original or superior packaging and at Verizon's expense. Verizon will repair or replace the hardware with one of equivalent or better operating characteristics and use commercial reasonable efforts to do so and return it to Customer within seven (7) business days of receiving it. If the affected hardware is defective when first received by Customer, and returned to Verizon within 30 days of its original shipment to Customer, Verizon will expedite the return of replacement hardware to within 2 business days of receiving the defective hardware. If upon receipt of the repaired/replaced hardware, Customer does not notify Verizon that it is rejecting the returned hardware, with a bona fide explanation of the basis for rejection, within thirty (30) days (the "Acceptance Period"), Customer will be deemed to have "Accepted" the returned hardware. If the Customer rejects, Customer may elect to: (i) give Verizon fifteen (15) days from receipt of notice of rejection to repair/replace and return the affected hardware to Customer; or (ii) terminate all ID-MSO service, transfer title to the affected hardware to Verizon, and request a refund of the then-current market value of the affected hardware as well as the unused portion of any prepaid annual recurring charges for the terminated service. Upon each return to Customer of repaired or replaced affected hardware, Customer has another Acceptance Period as described above. Verizon maintenance and support of ID-MSO Equipment and software does not apply if maintenance charges have not been paid in full or to problems resulting from (a) any misuse, abuse, accident, unauthorized modification, improper use, unauthorized maintenance, or any other damage or failure caused by Customer, a third party or a third party product, or (b) using the ID-MSO Equipment or software as part of or in combination with other software, hardware or systems not approved by Verizon. Verizon will cease its maintenance and support of the ID-MSO Equipment and Privilege/Attribute Management software (or any part of them) when the manufacturer of that part ceases to support it, or when it no longer has the necessary accreditations. Customer acknowledges that when notified by Verizon that the ID-MSO Equipment and software is approaching its end-of-life, Customer will need to purchase new ID-MSO Equipment and pay a annual recurring maintenance and support for the use of a new version of the applicable Service Software. With respect to Handhelds, maintenance and support do not apply to main batteries and chargers, nor to mobile parts of any hard disks. Where Verizon provides a temporary replacement Handheld unit, Customer must not modify the look or functionality of the replacement unit. Upon receipt of the repaired original unit, Customer must return the temporary replacement unit (at Customer's expense) for receipt by Verizon within 2 business days. For each day Verizon has not received

that temporary unit from Customer, Customer is subject to a rental fee equivalent to 10% of the annual service charges attributable to maintenance and support of the Handhelds.

4.8 Customer Returns. Defective hardware must be returned by Customer to the location specified by Verizon within 30 days of failure or Customer will be responsible for the purchase price of any replacement hardware. Prior to the returning to Verizon of any Enrollment Station, Issuance Station, or Handheld, for any reason whatsoever, Customer must request a return material authorization ("RMA") number from Verizon. Verizon shall respond to Customer with an RMA number within twenty-four (24) hours after Customer's request. If requested by Verizon, Customer shall provide Verizon with reasonable documentation as to the reason for return. Packing, shipping and insurance costs for defective hardware returned by Customer will be borne by Verizon. Responsibility for returned hardware passes to Verizon upon delivery to carrier.

4.9 Service Performance. ID-MSO will perform as specified in the SLA set out in the Agreement or Verizon will provide the credits set out in that SLA. Those credits are Customer's sole remedy for any performance problems. This provision does not apply to non-performance-related problems, such as a failure to protect Confidential Information as required by the Agreement. Customer acknowledges that if Customer attempts to use ID-MSO for more Users than the number for which it has ordered service (and obtained the necessary licenses), ID-MSO may not function properly and none of Verizon, its licensors, and Customer's licensors pursuant to this Agreement, will have any liability or obligation to Customer as a result of such a malfunction.

4.10 Change Control.

4.10.1 General. Changes requested by Customer must be submitted on the Change Request Form (attached below as Appendix 2) and authorized in writing by the approved Customer personnel. Customer acknowledges that Verizon's ability to make changes at the Customer's request may be limited by its obligations to other customers hosted at the same facility and in some cases, authorization from such other customers may be needed (e.g., where requested changes may affect facility accreditations). Upon receipt of a Change Request Form, Verizon will respond to Customer with a proposal including cost and schedule to implement the requested change. Customer will then promptly respond to Verizon with approval or rejection of proposal. In the case of approval, Customer will provide a signed copy of Verizon's proposal to Verizon thus authorizing Verizon to proceed with implementation of the change for the stated charges.

4.10.2 Minor Changes to Components and/or Service. Requests for minor changes (i.e., changes with no material effect on services) must describe the proposed change, the reason for it, and any known, perceived or potential issues that may arise from that change. Verizon will review and comment on the proposed change, noting known or potential issues/problems associated with the change, including impacts, costs, schedule, and implementation strategy for the change. Such changes will be thoroughly tested by Customer and/or Verizon prior to deployment or installation into production.

4.10.3 Material Changes to Components and/or Service. Requests for material changes must be submitted in writing to Verizon, including the reason/rationale for the change, potential effects of the change, and a description of the procedures involved to implement the change. Verizon will review and comment on the proposed major request, noting known or potential issues/problems associated with the change, including impacts on the configuration, architecture, and/or environment. Verizon's response also will include a feasibility analysis,

project plan, implementation plan, acceptance testing requirements, impact on service and, if applicable, resources and additional costs.

4.10.4 Emergency Changes. Verizon acknowledges that there may be urgent circumstances that require Customer to introduce emergency changes. Customer will notify Verizon of these changes immediately. Where feasible, Change Control procedures shall be applied as outlined above, including but not limited to potential amendment(s) to these procedures as reasonably and mutually agreed upon by Customer and Verizon.

4.11 Internet Connections. Customer is responsible for providing all Internet Connections between the IPL repository and (a) the Enrollment Stations, Issuance Stations, Privilege/Attribute Management software, (b) Smart Data Bridge for IPL software, (c) Attribute Registration Account software, and (d) PIVMAN Dashboard software, and (e) Handhelds and any other devices it may use to access the IPL repository.

4.12 Warranties and Disclaimers.

4.12.1 For any third party products and services, customer shall receive only the warranties offered by such third party.

4.12.2 The remedies set forth in the SLA portion of Appendix 1 are Customer's sole and exclusive remedies in connection with the performance of ID-MSO, including without limitation failure to meet any standard set forth in the SLA.

4.12.3 Customer represents and warrants that (i) it has and will continue to have all rights, power, permissions and authority necessary to have Verizon perform ID-MSO (including, without limitation, all rights, power, permissions and authority necessary in respect of any digital Certificate or credential issued); and (ii) it will use ID-MSO for lawful purposes only. Customer agrees to indemnify, defend and hold a Verizon Indemnified Party, as defined below, harmless from any loss, damage (including reasonable attorneys' fees) and liability of any kind that may be incurred as a result of Customer's breach of the foregoing warranty.

4.13 Limitation of Liability. These limitations are in addition to the general limitations set forth elsewhere in this agreement.

4.13.1 The parties agree that Verizon will not be liable for any damages caused by hardware, software, other products or services provided by parties other than Verizon, its agents or subcontractors, or any damages caused by the products and/or services delivered by or on behalf of Verizon which have been modified, serviced or otherwise attended to by parties other than Verizon or without Verizon's prior written and express consent. Customer acknowledges that Verizon is not liable for any damages resulting, directly or indirectly, from any act or failure to act by Customer or any third party (including, without limitation, the non-performance, defaults, omissions or negligence of any third party that provides telecommunications services in the location in which Customer's premises or systems are situated and such other locations from, across, to or in respect of which ID-MSO is provided by or on behalf of Verizon).

4.13.2 IN NO EVENT MAY EITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM OR ACTION RELATING TO OR ARISING OUT OF THIS SERVICE ATTACHMENT, REGARDLESS OF THE FORM OF ACTION (INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, PRODUCTS LIABILITY OR STRICT LIABILITY) EXCEED THE SERVICE CHARGES PAID TO VERIZON BY CUSTOMER FOR THE SERVICE GIVING RISE TO SUCH CLAIM OR ACTION DURING THE SERVICE PERIOD IN WHICH SUCH SERVICE WAS

PROVIDED. The foregoing does not limit Customer's payment obligations under this Agreement.

4.13.3 WITH REGARD TO SERVICES WHICH PROVIDE INFORMATION SHARING AND/OR INDUSTRY ALERTS, VERIZON DISCLAIMS ANY LIABILITY TO CUSTOMER, AND CUSTOMER ASSUMES THE ENTIRE RISK FOR (A) INFORMATION FROM THIRD PARTIES PROVIDED TO CUSTOMER WHICH TO THE BEST OF VERIZON'S INFORMATION, KNOWLEDGE AND BELIEF DID NOT CONTAIN FALSE, MISLEADING, INACCURATE OR INFRINGING INFORMATION; (B) CUSTOMER'S ACTIONS OR FAILURE TO ACT IN RELIANCE ON ANY INFORMATION FURNISHED AS PART OF THE SERVICES; AND/ OR (C) THE USE OF ANY THIRD PARTY LINKS, PATCHES, UPDATES, UPGRADES, ENHANCEMENTS, NEW RELEASES, NEW VERSIONS OR ANY OTHER REMEDY SUGGESTED BY ANY THIRD PARTY AS PART OF THE SERVICES.

4.14 Assumption of Risk.

4.14.1 Customer acknowledges and agrees that the price being charged by Verizon for ID-MSO does not include any risk contingency or other assumption of risk, beyond the cost of performance of Verizon services. Verizon is not assuming responsibility for any losses that may occur as a result of the failure to identify all possible threats or vulnerabilities and Verizon is not acting in the capacity or taking on the responsibility of an insurer and is not charging a price that would allow it to do so. It is the responsibility of Customer, as Customer deems fit, to obtain adequate insurance covering damages to Customer or third parties.

4.14.2 The parties acknowledge and agree that temporary disruption, degraded performance or unavailability of all or portion of the Customer's systems or infrastructure may occur in some circumstances as a result of the provision of ID-MSO.. Customer agrees to notify appropriate personnel within its organization and any third party Customer deems relevant prior to authorizing any maintenance window or change request. Notwithstanding anything contained in this Agreement to the contrary, Customer assumes all risk for adverse consequences resulting from or associated with (a) the maintenance performed by Verizon in connection with ID-MSO or change requests, and (b) the timeframe Customer elects or authorizes Verizon to perform such maintenance services or change requests.

4.15 Force Majeure. With the exception of a party's obligation to make payments properly due to the other party, neither party shall be deemed in default or otherwise liable under this Agreement due to its delay or inability to perform its obligations by reasons beyond its reasonable control, including, without restriction, fire, earthquake, flood or any failure or delay of any transportation, power, computer or communications system.

4.16 Term and Termination

4.16.1 This Agreement continues in force until termination or expiration of all Service Periods it covers.

4.16.2 Order Confirmation. Verizon will confirm Customer's order via email and the date of this email is the "Order Confirmation Date". The Order Confirmation will confirm the ID-MSO service(s) requested.

4.16.3 Ready For Service ("RFS") Notification. Ready for Service or RFS is the date on which Verizon promotes a Customer into production status. Customer will receive an RFS notification when Customer's ID-MSO is production ready for Customer's use.

The initial Service Period of each User (and the associated charges) starts when Verizon issues an RFS notification. Any travel and or expenses will be billed monthly in arrears.

4.16.4 It is acknowledged that, because Customer is subject to a minimum Service Period for each User which may have begun service on different dates, these Service Periods may have different commencement and expiration dates. Consequently, Customer's Service Periods may not be coterminous. Customer may at any time request Verizon to make its Service Periods coterminous, and Verizon shall use commercially reasonable efforts to negotiate a reasonable co-termination schedule. At a minimum: (i) the commencement date of the coterminous Service Periods will not be earlier than the next anniversary date of the Customer Service Period that most recently commenced; and (ii) the duration of any coterminous Service Period must be at least 36 months. If Customer's non-coterminous Service Periods are made coterminous as described above, then Customer may request that the Service Period of subsequently ordered Service become coterminous with Customer's then existing Service Periods in accordance with the criteria set forth in clause (i) and (ii) of the preceding sentence.

4.17 Intellectual Property Rights: Ownership. Each party agrees that except as provided below, it acquires no right, title or interest in or to the other party's information, data base rights, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other party by virtue of the provision of the Services or materials delivered pursuant to this Agreement. Customer retains all right, title and interest in and to the underlying factual data gathered through the provision of ID-MSO. Verizon owns all right, title and interest in and to Verizon's trade secrets, confidential information or other proprietary rights in any creative or proprietary ideas, information or other material used by Verizon or presented to Customer (each, a "Technical Element"), including, but not limited to: data, software, modules, components, designs, utilities, databases, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, report formats, manner of data expression and specifications. Verizon grants Customer a nonexclusive, royalty-free license to use each Technical Element integrated into any deliverable solely for Customer's internal business purposes. Customer may disclose a Technical Element integrated into a deliverable to a third party as long as such third party is subject to a written nondisclosure agreement, requiring such third party to maintain the confidentiality of such Technical Element and use such Technical Element only for the benefit of Customer. Customer shall be responsible for breaches of such confidentiality agreement by such third party. Notwithstanding anything contained in this Agreement to the contrary, Customer is prohibited from creating derivative works of all or any portion of a Technical Element.

4.18 Marks; Certification Seals; Verizon Materials. Neither party shall use the other party's trademarks, service marks, trade names, domain names, or product names other than and to the extent expressly set forth in this Agreement. During the term of this Agreement unless Customer opts out in writing, Verizon may include Customer's name in a list of customers on Verizon's website or in promotional materials or as a reference in sales presentations. If, under the terms of this Agreement, Customer is granted the right to use any Verizon certification seals or logos (each, a "Certification Seal"), then the display and presentation of such Certification Seal by Customer are subject to Verizon's then-current logo guidelines. If in connection with the provision of ID-MSO, Verizon installs or provides any hardware or software owned by Verizon ("Verizon Materials"), then Customer shall use the Verizon Materials for internal purposes only as further defined in this Agreement. Customer shall not distribute, reproduce, or sublicense the Verizon Materials. Customer shall not reverse engineer, decompile, or disassemble or otherwise attempt to discover source code of the Verizon Materials unless Customer is in a jurisdiction that mandates such access for interoperability purposes, in which case Customer may reverse engineer for those purposes only. Verizon has the right to revoke the use of the Verizon

Materials at any time. In such event, Customer shall, promptly return the Verizon Materials to Verizon. Customer's right to use the Verizon Materials automatically terminates upon termination of this Agreement or upon completion of the portion of ID-MSO for which the Verizon Materials are provided.

4.19 Confidential information

4.19.1 Methods; Systems; Reports. Customer acknowledges that the following information constitutes "Confidential Information" under the Agreement: (a) the methods, systems, data and materials used or provided by Verizon in connection with the provision of ID-MSO; (b) personally identifiable information used in the enrollment, issuance and Card management processes and maintained in the IPL repository and the Verizon-hosted identity-data storage facility; and (c) the results of Verizon's assessment of Customer and all reports issued by Verizon in connection with such results. The term "Confidential Information" does not include information that is (y) expressly excluded from the definition of "Confidential Information" under the Agreement; or (z) comprised of statistical information, or other aggregated information (including without limitation information regarding security vulnerabilities, configurations and the like) insofar as such information does not identify Customer or Customer's computer network or computer systems. Information in a Certificate is not Confidential Information because it is not confidential in character. Information in the IPL repository is not Confidential Information because it does not contain the name of the person to whom the information relates.

4.19.2 Permitted Use. Verizon has the right to disclose Customer's Confidential Information to a "Qualified Consultant." For purposes of this Agreement, "Qualified Consultant" means a consultant who (a) is engaged by Verizon to assist Verizon in connection with the provision of ID-MSO, (b) agrees in writing to use Customer's Confidential Information only in connection with the provision of ID-MSO, and (c) agrees in writing to be bound by substantially the same terms and conditions contained in the Agreement regarding the use, disclosure and the protection from disclosure of Customer's Confidential Information. All entities acting on Verizon's behalf in providing ID-MSO shall protect all User personally identifiable information from unauthorized disclosure. Records of individual transactions may be released upon request of any Users involved in the transaction or their legally recognized agents. User private information shall not be disclosed to any third party unless authorized by the CP, CPS, RPS, required or authorized by law, government rule or regulation, or lawful process. Any request for release of information shall be processed according to Verizon corporate policies.

4.20 Additional Services. The Customer may request Verizon to provide services in addition to the ID-MSO services described in the Agreement ("Additional Services"). Such Additional Services may include installation, configuration, training, consulting and other professional services not included in the Agreement. The provisioning of such Additional Services will be subject to a separate quotation by Verizon and, if so required by Verizon, execution of an additional agreement.

4.21 Purchase Order. The terms and conditions contained in any Customer Purchase Order are void and of no effect and, will not supersede any terms and conditions contained in this Agreement.

4.22 Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Verizon and Customer. Neither party has the power

to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided herein.

4.23 **Severability & Waiver.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement shall remain in full force and effect. No term or condition of this Agreement shall be deemed waived, and no breach shall be deemed excused, unless such waiver or excuse is in writing and is executed by the party from whom such waiver or excuse is claimed. No such waiver shall be deemed a waiver of any preceding or succeeding breach or right in the same or in any other provisions hereof.

4.24 **Headings.** Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision.

4.25 **Definitions and Acronyms.** This section defines certain capitalized terms used in this service attachment. Capitalized terms not defined here have the meaning described in the Agreement.

Defined Term / Acronym	Definition
Certificate	A digital Certificate is compliant with x.509v3, RFC 2459, RFC 3280, and RFC 3039. It will include: <ul style="list-style-type: none">• A public key• The identity or unique pseudonym of the Certificate subscriber (aka a User under this Agreement) who owns and holds the private key matching the listed public key• The Issuer's identity• A start date and expiration date• A reference to the governing policy of the Issuer
Change Request	A request from you, or from Verizon for a change to ID-MSO, the configuration, the Service Context, or a request for a Security Upgrade.
Issuer	Issuing authority of Certificates. It is the legal entity responsible for the Certificates issued under its Certificate Policy ("CP"), and that carries out, authorizes, or delegates the obligations laid down in its Certification Practice Statement ("CPS").
Security Upgrade	Changes to a software program to fix a security hole; generally released by the software manufacturer or editor. A Security Upgrade concerns small improvements to the software; security Upgrades generally do not contain substantial new features or functions. A Security Upgrade may also refer to a "patch", "bug fix", "service pack" or "update".
Service Context	A set of documents with information about your company that Verizon needs to successfully run ID-MSO.. It includes: <ul style="list-style-type: none">• Specification of time windows agreed upon for maintenance to be performed• Procedures, templates for escalation, notification, and reporting• Contact details and authorization for escalation, notification, and reporting• Your change control processes and authorization procedures• Details on maintenance and support contracts• Network topologies and asset inventories of systems that can be reached through the security infrastructure

APPENDIX 1

ID-MSO SLA

1. GENERAL

For ID-MSO, Verizon provides two SLAs: (1) for Support Response Time and (2) for Availability of the Verizon-hosting infrastructure supporting (a) the Card Service, and (b) the Managed Validation Service ("MVS").

2. SUPPORT RESPONSE TIME SLA

2.1 The table below sets out Verizon's standards for responding to and resolving service failures as well as customer information and change requests. Response Time is measured from the time the failure occurs (as determined by Verizon) until Verizon opens a ticket for resolution tracking.

2.2 If Verizon does not resolve or workaround a service failure within the applicable Resolution/Workaround Time standard, based on the severity of the failure, Verizon will automatically escalate the issue to the next succeeding managers, as specified below. Resolution/workaround time is measured from the time the ticket is opened until the fault is either resolved or a workaround is implemented such that the service failure is no longer occurring, even if work on a more permanent solution continues.

RESPONSE TIME SLA STANDARDS

Severity Level	Response Time	Resolution / Workaround Time	1 st Escalation	2 nd Escalation	Final Escalation
1	15 minutes	1 hours	1 hour	2 hour (including Final Escalation)	(Included at 2 nd Escalation)
2	Less than 1 hour	Less than 4 hours	1 hour	4 hours	24 hours
3	Less than 2 hours	Less than 40 hours	1 hour	24 hours	40 hours
4	Less than 8 hours	Less than 80 hours	2 hours	NA	NA
5	5 Business Days*	To be negotiated	NA	NA	NA

"Business Day" means 0900 hrs to 1700 hrs Monday to Friday, local time at the location Verizon provides the service, excluding public and generally observed holidays at that location.

Escalation Levels

Priority	Immediate	First Escalation	Second Escalation	Final Escalation
----------	-----------	------------------	-------------------	------------------

1-4	Analyst	Team Manager	Regional Head of Operations & GSS	Global Head of Operations & GSS
-----	---------	--------------	-----------------------------------	---------------------------------

Severity Level Definitions

Severity Level	Definition
1	Service failures which prevent Customer from effectively using either the Card Service or Managed Validation Service at all (e.g., adding User privileges/attributes to the IPL repository, or synchronizing IPL codes stored in Customer locations with the IPL repository)
2	Failure of one or more (but less than all) functions of Card Service or Managed Validation Service that makes the affected service difficult to use or materially impairs its effectiveness
3	Failure of a Card Service or MVS function that does not have a material immediate effect on the relevant service's operation
4	A Customer request for information (not a service failure).
5	A Customer request for a change in Card Service or MVS (not a service failure).

3. AVAILABILITY SLA

3.1 Availability. If in any month the "Availability" of the Verizon-hosting infrastructure supporting MVS is not at least 99.9%, or if the "Availability" of the Verizon-hosting infrastructure supporting Card Service is not at least 99.5%, Customer will be eligible for a credit equal to the applicable percentage indicated below of 1/12th of Customer's "Attributable Charges" for MVS or Card Service as applicable. For purposes of this calculation, Attributable Charges for MVS means 17% of the recurring annual per-User charge Attributable Charges for Card Service means 83% of the recurring annual per User charge.

SLA #	MVS Actual Availability as measured for one month	Card Service Actual Availability as measured for one month	Service Level Credit as a Percentage of 1/12 th of Applicable Annual Recurring Charges
1	99.9% or higher	99.5% or higher	No Penalty
	99% to 99.8%	99% to 99.49%	1%
	98% to 98.99%	98% to 98.99%	3%
	97% to 97.99%	97% to 97.99%	5%
	96% to 96.99%	96% to 96.99%	10%
	95% to 95.99%	95% to 95.99%	15%
	Less than 94.99%	Less than 94.99%	20%

3.2 "Availability" of the Verizon-hosting infrastructure supporting MVS means a measurement on a monthly basis of the time that the Verizon-hosting infrastructure supporting MVS does not experience Downtime, expressed as a percentage of total hours in that month. MVS "Downtime"

means the aggregate time of all Severity 1 failures for MVS, excluding failures of the primary third-party software used for MVS, as well as the following: (a) failures due to any equipment or software that is outside of Verizon's control (such as Enrollment Stations, Issuance Stations, and Handhelds); (b) Scheduled Outages; (c) failures due to applied changes (e.g. software/hardware changes) agreed through standard Change Control procedures; (d) failures due to a Customer failure to meet its obligations under the Agreement; (e) failures due to a Customer request; or (f) failures due to any other cause outside of Verizon's reasonable control.

3.3 "Availability" of the Verizon-hosting infrastructure supporting Card Service means a measurement on a monthly basis of the time that the Verizon-hosting infrastructure supporting Card Service does not experience Downtime, expressed as a percentage of total hours in that month. Card Service "Downtime" means the aggregate time of all Severity 1 failures for Card Service, excluding the following: (a) failures due to defects in the primary third-party software used for Card Service, (b) failures due to any equipment and software that is outside of Verizon's control (such as Enrollment and Issuance Stations); (c) Scheduled Outages; (d) failures due to applied changes (e.g. software/hardware changes) agreed through standard Change Control procedures; (e) failures due to a Customer failure to meet its obligations under the Agreement; (f) failures due to a Customer request; or (g) failures due to any other cause outside of Verizon's reasonable control, including situations in which Verizon suspends service to address a problem arising from a cause outside Verizon's reasonable control, such as an external security attack.

3.4 A Scheduled Outage is the period of time reserved to allow for network maintenance and upgrades, as follows: (a) For both MVS and Card Service, the period allowing both Customer and Verizon initiated changes to will be from 19:00 to 23:00 Eastern time on a Tuesday and or Thursday, excluding public or generally observed holidays at the location of the Secure Hosting Facility; (b) from time to time Verizon may require additional scheduled maintenance periods, to be agreed by the Customer and Verizon, to perform maintenance services. Any such additional scheduled maintenance shall be subject to Customer's prior written consent. Any scheduled work requiring Downtime will be performed at a time negotiated between the Customer and Verizon, giving due consideration to the requirements of both parties. Neither party will unreasonably refuse permission for a Scheduled Outage

3.5 Application of the Credit. Service Level Credits shall be applied as a credit against the annual recurring charges to be invoiced to Customer by Verizon. Because Customer is invoiced on an annual pre-paid basis, any monthly service credits will be aggregated over the course of the contract year and deducted from the annual service charge to be invoiced for the upcoming contract year. In the event of contract termination, aggregated credits will be paid to Customer.

4. SLA TERMS AND CONDITIONS

4.1 Service Hours. The Customer may contact Verizon's Global Support Services (GSS) team by telephone or email during the Service Hours using the following:

Phone: 1-888-892-9237

Email: security-support@verizonbusiness.com

4.2 Level 1 Support – Customer responsibility. Before contacting Verizon regarding a support issue, the Customer will provide Level 1 Support. In this SLA, Level 1 Support means: (a) before a call is logged, the Customer staff will perform initial diagnosis to establish the source of the problem (i.e., hardware, application software, etc), or to respond, where able, to an inquiry by Customer staff relating to services or products provided by Verizon (such as a 'how do I ...?' question), but not directly related to an actual fault with those services or products; (b) where it is within the Customer's staff's ability, the Customer's staff will resolve the problem; and (c) where the problem cannot be diagnosed or rectified by the Customer's staff, one of the Customer's technical contacts will place a fault report call, fax or email to Verizon. Only authorized Customer

technical contacts can contact GSS. Customer will be allowed to designate up to twenty (20) authorized technical contacts, and may change such designated technical contacts at any time upon prior notice to Verizon.

4.3 Level 2 Support – Verizon responsibility. Verizon will provide Level 2 Support to Customer authorized staff. In this SLA, Level 2 Support means: (a) further investigation into the cause of a problem to try and identify whether the problem is hardware, software, network, or other; (b) remedying, where possible, the problem where the problem lies within Verizon responsibilities; and (c) liaising with Customer authorized staff as required in relation to problem resolution and to supply updates of the progress. Verizon will use reasonable commercial efforts to meet the Response Times and Resolution/Workaround Times specified above.

4.4 Level 3 Support – Verizon responsibility. Verizon will provide Level 3 Support. In this SLA, Level 3 Support means detailed support required to remedy problems outside the scope of Level 1 Support and Level 2 Support.

APPENDIX 2

Change Request Form			
ORIGINATOR IDENTIFICATION			
Requested By:		Date:	
Prepared By:		Date:	
SUMMARY OF CHANGE REQUEST			
Type of Change Request (Check all that apply)			
<input checked="" type="checkbox"/> Investigation	<input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Other (specify):	
<input checked="" type="checkbox"/> Schedule Change	<input checked="" type="checkbox"/> Documentation		
Change Category as defined in Annex 3 (check only one)			
<input checked="" type="checkbox"/> One Informational	<input checked="" type="checkbox"/> Two	<input checked="" type="checkbox"/> Three	<input checked="" type="checkbox"/> Four
Description of Change (Attach additional information if necessary)			Work Estimate
Firewall Rule Change request			
Date Received by Project Manager:		Responsible Manager:	
TECHNICAL EVALUATION			
Evaluation of Change Request:			
Lead Evaluator: N/A.			
SUMMARY OF ESTIMATE			
Actions Taken:	Details (include. what page(s) were changed):	Effort:	
Templates affected:			
Other code affected:			
Technical Design Specification:			
System Test Script:			
User Documentation:			
Online Help Text:			
Other:			
		Total:	
Price:		Revised Schedule Dates:	
Impact of change on capacity, performance and resource requirements:			
SUMMARY OF ACTION TAKEN			
Description of Action:			

Change Order.:		Date:	
APPROVAL			
Name:		Date:	
Title:			
Signature:			

APPENDIX 3

Probaris Software End-User License Agreement

IMPORTANT, READ CAREFULLY ALL TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") THAT IS INCLUDED WITH THE PRODUCT OR THAT APPEARS AS PART OF INSTALLATION OF THE SOFTWARE. BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS LICENSE AND UNDERSTAND IT, AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE IN ANY MANNER AND IMMEDIATELY RENDER IT UNUSEABLE; AND IN THE CASE OF PACKAGED PRODUCT, RETURN THE MEDIA PACKAGE AND THE ACCOMPANYING ITEMS (INCLUDING WRITTEN MATERIALS AND BINDERS OR OTHER CONTAINERS) TO THE PLACE YOU OBTAINED THEM.

Probaris, Inc. Optional Maintenance

Probaris may, at its discretion, notify Customer of Updates that Probaris may periodically make generally available for the Product. At Customer request, Probaris, directly or, at Probaris' discretion, through its local authorized representative, will provide Customer with such Updates, subject to the additional charges that Probaris or its authorized representative may establish. Such an Update may be used as described under the GRANT Provision of this Agreement. This Provision will not be interpreted to require Probaris to (i) develop and release Updates or (ii) customize the Updates to satisfy Customer particular requirements. The Updates will not include any new products that Probaris decides to make generally available as a separately priced upgrade or option.

Definitions

Agreement is the contract between customer ("Customer") and Probaris, Inc. ("Probaris"), relating to the Product acquired by Customer. The Agreement comprises (i) this document, (ii) any additional terms contained in the Documentation, and (iii) any amendments agreed by both Customer and Probaris in writing. Such additional terms may pertain, without limitation, to the following: term, fees and payment, number of permitted Users, number of permitted CPUs, registration requirements, and restriction on runtime environment and transfer of Customer rights.

Documentation is the documentation, including any Certificate of License and Authenticity (COLA) and/or any registration card that is supplied for the Software.

Product is a Probaris offering consisting of any or all of the following: (i) the Software, (ii) the Documentation, (iii) the Updates and (iv) any copy of the Software, Documentation or Updates; to the extent made available by Probaris.

Software is the machine-readable (object) code portion of the Product and any human readable code contained on the media.

Update is the updates or revisions of the Software or Documentation that Customer may receive.

User is a person accessing the Software via a local or remote interactive device, such as a terminal or workstation, except where such use is exclusive to routing or gateway functions of the Software.

Customer is (i) a person or entity that will use to the "Product" as part of a business application and installs and executes the executable version of the software and other electronic materials specified under the heading; or (ii) a person or entity who receives a Managed Solution from Verizon or any affiliate of Verizon. For avoidance of doubt, if a Product is deployed on the systems or infrastructure of Verizon or any affiliate of Verizon in connection with the provision of a Managed Solution to a customer of Verizon or any affiliate of Verizon, then the customer of Verizon or the applicable affiliate of Verizon who receives such Managed Solution shall be deemed to be the "Customer" of the applicable Product for purposes of this Probaris Software End User License Agreement.

"Managed Solution" means a solution or service offered by Verizon or any affiliate of Verizon to a customer of Verizon or any affiliate of Verizon in which Verizon purchases and retains title or licenses to Products and uses the Products to provide an outsourced solution as a service of Verizon or an affiliate of Verizon.

Product (consisting of hardware/software) all releases, updates, revisions and improvements to such software and any other electronic materials supplied by Probaris to Verizon during the term of this Agreement on (i) the supported hardware unit controlled by Customer; or (ii) deployed on the systems or infrastructure of Verizon or any affiliate of Verizon in connection with the provision of a Managed Solution to Customer.

Grants

Probaris grants Customer and Customers accept from Probaris, the following limited, non-exclusive rights. Customer is not granted any other right in the Software. All proprietary rights in or related to the Software are and will remain the exclusive property of Probaris or its licensors. The Software, and Probaris' and its licensor's rights therein, are protected by copyright, under local law and under international copyright conventions. Customer further acknowledges that the Software contains confidential information owned by Probaris or its licensors and agrees to take reasonable steps to protect the confidentiality of such information.

If Customer has obtained the Product for the purpose of evaluation, Customer may use it for a maximum period of 30 days from initial installation, solely for this purpose. At the end of this period Customer must remove the Product from Customer system unless Customer has purchased a license for the Product.

Customer may load, copy or transmit the Software in whole or in part, only as necessary to enable the Software to be used by up to the permitted number of Users on the permitted number of computer systems and CPUs as designated on the Certificate of License and Authenticity (COLA) Schedule F. Customer must take reasonable means to assure that the number of Users does not exceed the permitted number of Users. Customer may make archival copies of the Software as required for back-up purposes.

CUSTOMER MAY PRINT OR COPY THE DOCUMENTATION ONLY FOR USE WITH LICENSED PROBARIS SOFTWARE.

All trademarks, service marks, patents, copyright and other proprietary notices must be reproduced when making copies in whole or in part. All trademarks, service marks, patents, copyright and other proprietary notices must be reproduced when making copies in whole or in part.

Customer shall not modify, decompile, disassemble, decrypt, extract or reverse engineer the Software for any purpose, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. If Customer wishes to exercise any rights under

Article 6.1b of the EC Directive on the Legal Protection of Software, (Directive 91/250), Customer shall, in the first instance, write to Probaris' Legal Department.

Limited Warranty

Probaris warrants that upon Customer receipt of the Product and for a period of 90 calendar days thereafter, the media, if any, on which the Software is embedded, will be free of defects in material and workmanship under normal use. Probaris does not warrant that (i) the Software and any related Updates will be free of defects, (ii) the Software will satisfy all of Customer requirements or (iii) the use of the Software will be uninterrupted or error-free.

In case of breach of warranty related to the quality of the media, Customer must return at Customer expense and no later than 10 days after the expiration of the warranty period, the Product to Probaris or its local authorized representative, together with a copy of Customer dated Proof of Purchase. Probaris or its representative will replace any defective media, or if not practicable, may terminate this Agreement and refund to Customer the amount paid for the Product. Customer acknowledges that this Paragraph sets forth Customer exclusive remedy and Probaris' exclusive liability for any breach of warranty or other duty related to the quality of the Product.

Limitation of Liability

EXCEPT FOR THE PROBARIS WARRANTY SET OUT ABOVE, OR OTHERWISE EXPRESSLY PROVIDED IN A SEPARATE AGREEMENT WITH PROBARIS OR CUSTOMER SUPPLIER, ALL WARRANTIES, TERMS, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PROBARIS, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. SOME STATES OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

UNDER NO CIRCUMSTANCES WILL PROBARIS, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, OR ITS LICENSORS OR REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY), BASED ON CUSTOMER CLAIMS OR THOSE OF THIRD PARTIES (INCLUDING BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH PROBARIS, INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, OR ITS LICENSORS OR REPRESENTATIVES MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

Export Restrictions

Customer acknowledges that the Product and the media are subject to export controls under the U.S. Export Administration Regulations and the export regulations of other countries. Customer may not export or re-export, directly or indirectly, the Product, the media, or any related technical information or materials unless Customer has obtained an appropriate authorization from the U.S. Commerce Department and any other relevant government authority.

U.S. Government Restricted Rights

When licensed to a U.S., State, or Local Government; all software produced by Probaris is commercial computer software as defined in FAR 12.212, and has been developed exclusively at private expense. All technical data, or Probaris commercial computer software/documentation is subject to the provisions of FAR 12.211 - "Technical Data", and FAR 12.212 - "Commercial Computer Software" respectively, or clauses providing Probaris equivalent protection in DFARS or other agency specific regulations.

Manufacturer: PROBARIS, Inc., 718 Arch Street, Suite 200 S, Philadelphia, PA 19106

Term and Termination

This license shall remain in effect until terminated as set forth herein. Customer may terminate this Agreement, without right to refund, by notifying Probaris of such termination. Probaris may terminate this Agreement, upon reasonable notice and without judicial or administrative resolution, if Customer or any of Customer employees or consultants breach any term or condition hereof.

Upon the termination of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer must promptly (i) purge the Software and any related Updates from all Customer computer systems, storage media and other files, (ii) destroy the Products and all copies thereof and (iii) deliver to Probaris an affidavit that certifies that Customer have complied with these termination obligations.

Assignment

Subject to Customer compliance with the Export Restrictions Provision above, Customer may assign this Agreement and permanently transfer the Products to a third party, but only if Customer promptly send Probaris an affidavit signed by both Customer and Customer assignee that (i) sets forth Customer assignee's name and address, (ii) identifies the Product being assigned (including name, release number and serial number) (iii) identifies the manufacturer and serial number of the computer system on which Customer assignee will load and use the Software and any related Updates, (iv) acknowledges that Customer assignee will comply with the terms and conditions of this Agreement and (v) certifies that Customer have fulfilled item (i) of the Termination Section above and have not retained any Products or copies thereof. Except as provided above, Customer may not assign, sublicense, rent, lend, lease, pledge or otherwise transfer or encumber the Products, this Agreement or Customer rights or obligations hereunder without Probaris' prior approval.

Restrictions

The Software is not designed or intended for use in on-line control of aircraft, air traffic, aircraft navigation or aircraft communications; or in the design, construction, operation or maintenance of any nuclear facility. In addition, the Software is not intended for any activity relating to the design, development, production, stockpiling or use of nuclear, chemical or biological weapons, or missiles. Probaris' disclaimer of any express or implied warranties as stated above applies to such uses as well as all others. Customer agrees that Customer will not knowingly use the Software for such purposes.

Miscellaneous

All notices or approvals required or permitted under this Agreement must be given in writing. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by Probaris. This Agreement will bind Customer successors-in-interest. This Agreement is governed by the laws of the State of Delaware, U.S.A. If any provision of this Agreement is held to be unenforceable, in whole or part, such holding will not affect the validity of the other provisions of this Agreement.

APPENDIX 4

1. EULA for Privilege/Attribute Management
2. EULA for Handheld software

PIV Management Station™ End User License Agreement

NOTICE TO ALL USERS: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CORESTREET, LTD. ("CORESTREET"). CAREFULLY READ THE FOLLOWING TERMS APPLICABLE TO THE LICENSE OF THE PIV MANAGEMENT STATION SOFTWARE AND CERTAIN DOCUMENTATION. BY CLICKING THE "YES" BUTTON OR INSTALLING OR USING THE SOFTWARE OR DOCUMENTATION, YOU CONSENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT AND YOUR LICENSE HEREUNDER SHALL COMMENCE.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "NO" BUTTON AND DO NOT INSTALL THE SOFTWARE. (IF APPLICABLE, YOU MAY RETURN THE SOFTWARE TO THE VENDOR FROM WHOM YOU OBTAINED THE SOFTWARE FOR A FULL REFUND. SHOULD YOU HAVE ANY DIFFICULTY OBTAINING SUCH REFUND YOU MAY CONTACT CORESTREET AT THE LOCATION PROVIDED BELOW.) YOU UNDERSTAND THAT, IF YOU OBTAINED THE SOFTWARE FROM AN AUTHORIZED RESELLER OF CORESTREET, SUCH RESELLER IS NOT CORESTREET'S AGENT AND IS NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS, WARRANTIES OR COMMITMENTS, STATUTORY OR OTHERWISE, ON CORESTREET'S BEHALF NOR TO ADD OR VARY ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

1. Definitions. For the purposes of this Agreement, the following definitions shall apply, unless otherwise expressly modified in the Contract Documents:

1.1 "*Derivative Work*" means a work that is based upon or derived from the Software or Documentation, such as a revision, modification, translation, abridgment, condensation or expansion of the Software or Documentation, or any form in which the Software or Documentation may be recast, transformed or adapted, which, if prepared without the consent of CoreStreet, would constitute copyright infringement.

1.2 "*Documentation*" means those software reference manuals, training materials, installation guides and computer README and other files, or portions thereof, published by CoreStreet (including electronic copies) which are provided by CoreStreet or made available at CoreStreet's web site to you in conjunction with the CoreStreet Software.

1.3 "*Maintenance and Support*" means the maintenance and support services with respect to the Software that may be provided by CoreStreet to you pursuant to the terms of this Agreement or, if offered by CoreStreet's authorized reseller, pursuant to the terms set forth therein between you and such reseller.

1.4 "*Maintenance and Support Description*" means the document that describes the Maintenance and Support services offered by CoreStreet, as such document may be modified and updated from time to time, with the applicable and binding version being the one in effect at the time any Maintenance and Support services are provided.

1.5 "*Object Code*" means the form of computer program or portion thereof that can be executed by a computer without further modification.

1.6 "Contract Documents" means the Order Confirmation, Fulfillment Form, Invoice or other purchasing documentation issued by CoreStreet to you in connection with the purchase of the license to the Software, as applicable.

1.7 "Software" means that version of the "PIV Management Station" software reflected in the "About" tab in the execution copy thereof delivered to you, including all "updates" and "upgrades" (as defined in the Maintenance and Support Description) and other modifications to the PIV Management Station software that may be provided by CoreStreet to you from time to time pursuant to the Maintenance and Support services described herein, if any, in Object Code form.

1.8 "Source Code" means the human-readable form of the code and related system documentation for the Software, including all comments and any procedural code such as job control language.

1.9 "you"/"your" means the individual or, if the individual is acting for or on behalf of a legal entity, such legal entity, that is the original end user of the Software.

2. Software Licenses; Restrictions.

2.1 *License Grants.*

(a) Subject to the payment of the applicable license fees for the Software, and subject to your compliance with the terms and conditions of this Agreement, you are hereby granted a non-exclusive, non-transferable right to use the Software and the corresponding Documentation therefor. You may install one copy of the Software on one computer workstation, or other electronic device for which the Software was designed, according to the Documentation (each, a "Computer Device"). If the Software is licensed as a suite or bundle with more than one specified software product, this license applies to all such specified software products, subject to any restrictions or usage terms specified on the applicable Contract Documents, or other license agreements that apply to any of such software products individually. The Software is licensed as a single product; it may not be used for production purposes on more than one Computer Device or by more than one user at a time, except as set forth in this Section. The Software is "in use" on a computer when it is loaded into the temporary memory (*i.e.*, random-access memory or RAM) or installed into the permanent memory (*e.g.*, hard disk, CD-ROM or other storage device) of that Computer Device. This license authorizes you to install a second copy of the Software strictly in a non-production mode as part of a disaster recovery back-up and make a limited reasonable number of copies of the Software solely for backup or archival purposes, provided that all copies you make contain all of the Software's proprietary notices. Your Computer Device may act as a server ("Server") within a multi-user or networked environment ("Server-Mode") for either (i) connecting, directly or indirectly, to not more than the maximum number of PIVMAN End-user Devices and connector cradles specified in your Contract Documents (the "Permitted Devices"). If no such maximum number is specified, this license is limited to use of the Software with a maximum number of one hundred (100) End-user Devices and cradles. A separate license is required for the computer software installed on each PIVMAN End-user Device that may connect to the Server at any time, regardless of whether such licensed PIVMAN End-user Devices are concurrently connected to or actually accessing or using the Software. Use of software or hardware that reduces the number of PIVMAN End-user Devices directly interfacing with and/or being managed by the Software (*e.g.*, "multiplexing" or "pooling" software or hardware) does not reduce the number of PIVMAN End-user Devices considered to be interfacing with and/or being managed by the Software. You must have a reasonable mechanism in place to ensure that your use of the Software does not

exceed the use limits specified for the license you have obtained. You may only use the Documentation for internal, non-commercial reference purposes. You may make a reasonable number of copies of the Documentation without modification for use in connection with the permitted use expressly provided herein, provided that each such copy contains all of the Documentation's proprietary notices.

(b) Certain computer software components licensed by one or more third-parties may be provided with the Software. Unless otherwise provided in the Contract Documents, CoreStreet grants you a non-exclusive, fully-paid license to use one copy of the third-party software identified in the Documentation ("Third-Party Software") with the CoreStreet Software on the terms herein and as may be set forth in the Documentation (including additional terms therein), provided that: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL THIRD-PARTY SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE PROVISIONS REGARDING DISCLAIMER OF WARRANTIES, EXCLUSION OF CONSEQUENTIAL AND CERTAIN OTHER DAMAGES AND LIMITATION OF LIABILITY IN SECTIONS 6.2 AND 7 BELOW SHALL APPLY TO ALL SUCH THIRD-PARTY SOFTWARE.

2.2 License Restrictions. You shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the Software or Documentation by any means or in any form to any party, and shall not permit third parties to benefit from the use or functionality of the Software via a timesharing, service bureau or similar arrangement, except to the extent such use is expressly provided for in the applicable Documentation or Contract Documents. You agree not to, directly or indirectly, take any action to modify, translate, decompile, reverse engineer, reverse compile, convert to another programming language or otherwise attempt to derive Source Code from the Software or any internal data files generated by the Software, or perform any similar type of operation on any software or firmware acquired under this Agreement, or create Derivative Works based upon the Software or Documentation, in any fashion or for any purpose whatsoever, except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding this limitation. You may not copy the Software or Documentation except as expressly permitted in Section 2.1 above. You agree that the terms and conditions of this Agreement apply to all such copies. You shall not delete any CoreStreet or third-party proprietary rights notices or trademarks appearing in the Software or Documentation, and will implement any changes to such notices or trademarks, if feasible, that CoreStreet may reasonably request. You acknowledge and agree that this Agreement in no way shall be construed to provide you any express or implied license to use or otherwise exploit the Software or any portion thereof except as specifically set forth herein, and all rights not expressly granted to you are reserved by CoreStreet. This Agreement does not grant you any right or interest in or to any trademarks or service marks of CoreStreet or its suppliers. CoreStreet reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this Agreement.

3. Ownership of Software. CoreStreet's ownership interests in the Software and Documentation are protected by United States and other applicable copyright, patent and other laws and international treaty provisions. Except for the limited license rights specifically granted to you in this Agreement, all rights, title and interests, including without limitation intellectual property rights, in and to the Software and Documentation, including all Derivative Works thereof, (and all copies thereof and related materials that are produced or shipped to you under this Agreement), belong to and shall be retained by CoreStreet or its suppliers, as applicable. You acknowledge that the development of the Software is an ongoing process and that you and other licensees of the Software benefit from the improvements resulting from such ongoing development. In order to facilitate such ongoing development, you may provide certain suggestions, documentation, materials and other data (the "Contributed Materials") to CoreStreet and its personnel that may be used by CoreStreet in the development of the Software. Unless specifically provided in a writing signed by CoreStreet and you and specifically relating to the

disclosure of any Contributed Materials, and notwithstanding any provision in this Agreement to the contrary, you hereby grant to CoreStreet the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to disclose, use and incorporate the Contributed Materials in connection with the development of the Software, and the demonstration, license, distribution and sale of the Software, without any obligation to provide any accounting or other reporting.

4. Maintenance and Support. You may be entitled to obtain maintenance and support services from either CoreStreet (if you purchased the Software license directly from CoreStreet) or from the party from whom you purchased the Software license, according to either Section 4.1 or 4.2, respectively (such applicable support provider being referred to herein as the "Support Provider");

4.1 *CoreStreet Maintenance and Support.* If the Contract Documents indicate that you have purchased Maintenance and Support from CoreStreet, you shall receive maintenance and that level of support specified, and for the period commencing upon the delivery of the Software and continuing for the period stated, in the Contract Documents (the "Initial M&S Term"), according to the Maintenance and Support Description. You shall be deemed to renew your subscription for such Maintenance and Support for a new one (1) year term commencing upon the day following the expiration date of the Initial M&S Term unless you notify CoreStreet in writing before the 10th day preceding such expiration date that you wish to terminate such subscription or modify the level of support. The automatic renewal shall continue for subsequent one (1) year terms unless you notify CoreStreet of your election to no longer subscribe therefore in accordance with this Section. CoreStreet will invoice you for the year's Maintenance and Support fees. If you and CoreStreet agree to expand your usage rights, by increasing the number of permitted number of End-user Devices and cradles with which you may use the Software hereunder or otherwise, you shall be required to pay an additional sum to be added to the Maintenance and Support fee, pro rated for the balance of the then current Maintenance and Support term, based upon such expansion and the level of support for which you are then subscribing. CoreStreet also reserves the right to increase the annual fee for Maintenance and Support after the Initial M&S Term by providing notice to you at least thirty (30) days prior to the expiration of the then current term. In no event shall any Maintenance and Support fee be refunded as a result of any termination of this Agreement, even if such fee was prepaid for a period of time that extends beyond the termination of this Agreement.

4.2 *Reseller Maintenance and Support.* If you purchased the license to the CoreStreet Software from a CoreStreet authorized reseller, that reseller shall be the Support Provider, and the maintenance and support services to which you are entitled shall be determined by that reseller and you, and CoreStreet shall have no obligation to provide you any maintenance or support services or ensure the performance of such Support Provider absent a written agreement between CoreStreet and you specifically providing therefor.

5. Term and Termination. This Agreement shall commence on the date of delivery of the CoreStreet Software and shall continue for so long as you comply with the terms herein. Any failure by you to comply with the terms of this Agreement shall cause the automatic termination of this Agreement, whereupon all licenses or other rights granted to you hereunder shall immediately terminate. You shall then pay all outstanding fees or charges that are due and past due and not in dispute relating to this license, including any Maintenance and Support services and, within thirty (30) days after the date of termination, deliver to CoreStreet all copies of the Software and Documentation or confirm, with a written certification from your duly authorized officer, the destruction of such materials. The provisions of Sections 3 (Ownership of Software), 6.2 (Disclaimer of Warranty), 7 (Limitation of Liability), 11 (Miscellaneous) and this Section 5 shall survive any termination or expiration of this Agreement according to its terms.

6. Limited Warranty; Disclaimer; Remedy.

6.1 *Limited Warranty.* CoreStreet warrants that any recorded media on which the Software is delivered shall be free of any defect in materials or workmanship that prevents the installation or use of the Software in substantial conformance with its corresponding Documentation. The foregoing warranty is extended to the original end user only, is not transferable and shall be in effect for the longer of (i) 30 days immediately following the delivery of such media to you or (ii) any Warranty Period expressly provided in the Contract Documents (the "Software Warranty Period"). Your sole and exclusive remedy and the entire liability of CoreStreet and its suppliers and licensors for any breach under this limited warranty will be, at CoreStreet's option, repair or replacement of the defective media if reported (or, upon request, returned) to CoreStreet or the party supplying the Software to you within the Software Warranty Period.

6.2 *Disclaimer of Warranties.*

(a) EXCEPT AS PROVIDED IN SECTION 6.1, THE SOFTWARE AND DOCUMENTATION ARE BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND CORESTREET HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES AS TO THE CONDITION, NONINFRINGEMENT, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CORESTREET, ITS AGENTS OR EMPLOYEES, OR ANY RESELLER OF THE SOFTWARE, SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY SET FORTH HEREIN.

(b) CORESTREET MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS. CORESTREET DOES NOT WARRANT AND SHALL HAVE NO LIABILITY WITH RESPECT TO NON-CORESTREET PRODUCTS INCLUDING, WITHOUT LIMITATION, THIRD-PARTY SOFTWARE. FURTHER, CORESTREET IS NOT RESPONSIBLE FOR ANY DEFECT OR ERROR RESULTING FROM ANY COMPUTER VIRUS OR THE MODIFICATION, MISUSE OR DAMAGE OF THE SOFTWARE BY PARTIES OTHER THAN CORESTREET OR PARTIES PERFORMING AS A CONTRACTOR AT THE DIRECTION OF CORESTREET, OR FOR ANY FAILURE OR INABILITY OF THE SOFTWARE TO OBTAIN CURRENT INFORMATION FROM A PRIVILEGE OR CERTIFICATE REVOCATION LIST, SUCH AS THE IPL PUBLISHER (OR COMPARABLE SOURCE OF INFORMATION), DUE TO USER ERROR, NETWORK OR COMMUNICATIONS PROBLEMS. IF YOUR STATE OR JURISDICTION AND/OR FEDERAL LAW PROVIDES THAT A CERTAIN IMPLIED WARRANTY MAY NOT BE DISCLAIMED, SUCH IMPLIED WARRANTY SHALL ONLY APPLY TO DEFECTS DISCOVERED DURING THE PERIOD OF THE EXPRESS LIMITED WARRANTY PROVIDED HEREIN. THERE IS NO IMPLIED WARRANTY FOR DEFECTS DISCOVERED AFTER SUCH LIMITED WARRANTY PERIOD.

7. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL CORESTREET OR ITS SUPPLIERS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR LOSS OF OR DAMAGE TO DATA. IN NO EVENT WILL CORESTREET BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE ACTUAL

PAYMENT CORESTREET RECEIVED FROM YOU FOR THE SOFTWARE, EVEN IF CORESTREET SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY ONLY IF AND TO THE EXTENT THAT APPLICABLE LAW PROHIBITS SUCH LIMITATION. FURTHERMORE, SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO IF YOU ARE LOCATED IN SUCH A JURISDICTION THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. United States Government. The Software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and Documentation by the United States Government shall be governed solely by the terms of this Agreement, except to the extent expressly permitted by the terms of this Agreement.

9. Export Controls. You acknowledge that the Software is subject to laws and regulations of the United States restricting the export thereof to foreign jurisdictions and agree to comply with all applicable United States and foreign international laws, including, without limitation, the rules and regulations promulgated from time to time by the Bureau of Export Administration, United States Department of Commerce. Corestreet has no further responsibility for compliance with such laws and regulations after the initial sale to you within the original country of sale. By downloading, installing or using the Software you are agreeing to the foregoing and you are certifying that you are not located in, under the control of, or a national or resident of any country on any list of countries to which the United States has embargoed goods or on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders. You shall not export, re-export, transfer or divert directly or indirectly, the Software, Documentation or other information or materials provided hereunder, or the output thereof, to any restricted place or person for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. CoreStreet has no responsibility for compliance with such laws and regulations by you.

10. High Risk Activities. The Software is not fault-tolerant for, and is not designed or intended for use in, hazardous environments requiring fail-safe performance, including, without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the Software could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). Corestreet expressly disclaims any express or implied warranty of fitness for High Risk Activities.

11. Miscellaneous. This Agreement is governed by the laws of the United States and the Commonwealth of Massachusetts, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This Agreement sets forth all rights for the user of the CoreStreet Software and represents the complete and final agreement between you and CoreStreet. Terms contained in any purchase order, offer to buy, other terms and conditions, correspondence and the like shall have no effect and shall be deemed to be superseded hereby. This Agreement may not be modified except by a written addendum issued and signed by a duly authorized representative of CoreStreet. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by CoreStreet or a duly authorized representative of CoreStreet. If any provision of this Agreement is held invalid, such provision shall be reformed to be enforceable to the maximum extent

permissible, and the remainder of this Agreement shall continue in full force and effect. The parties confirm that it is their wish that this Agreement has been written in the English language only. This Agreement shall inure to the benefit of and be enforceable by each of the parties hereto and their permitted successors and assigns; provided, that the only permitted successor shall be a party that acquires all or substantially all of the business and assets of either party, whether by merger, sale of assets or otherwise, or operation of law. Except as expressly set forth in the preceding sentence, neither party shall assign this Agreement or any right, interest or obligation under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective. CoreStreet may identify you as a customer of CoreStreet and describe in a customer case study the services and solutions delivered by CoreStreet to you. CoreStreet may also issue one or more press releases containing an announcement of the acquisition and/or the implementation of the Software by you. No such document or release shall include any information that you have specifically identified to us in writing as being confidential to you.

12. CoreStreet Contact. If you have any questions concerning these terms and conditions, or if you would like to contact CoreStreet for any other reason you may do so at the following address: CoreStreet Ltd., One Alewife Center, Suite 200, Cambridge, MA 02140; <http://www.corestreet.com>; info@corestreet.com; +(617) 661-3554.

**PIVMAN Handheld Software
End User License Agreement**

IMPORTANT NOTICE: THIS IS A LEGAL AGREEMENT BETWEEN THE END USER CUSTOMER ("LICENSEE") AND CORESTREET, LTD. ("CORESTREET"). CAREFULLY READ THE FOLLOWING TERMS APPLICABLE TO THE LICENSE OF THE PIVMAN HANDHELD SOFTWARE LICENSED BY CORESTREET, AND ANY OTHER SOFTWARE PRODUCTS PROVIDED TO LICENSEE PURSUANT TO WARRANTY, MAINTENANCE AND SUPPORT OR OTHERWISE THAT ARE INCLUDED WITHIN THE DEFINITION OF "CORESTREET SOFTWARE" HEREIN. THESE TERMS AND CONDITIONS SHALL CONSTITUTE A LEGALLY BINDING AGREEMENT BY AND BETWEEN CORESTREET AND LICENSEE. LICENSEE'S ACCEPTANCE ACCORDING TO THE TERMS HEREIN AND/OR LICENSEE'S INSTALLATION, REPRODUCTION OR USE OF THE CORESTREET SOFTWARE ALSO SIGNIFIES LICENSEE'S AGREEMENT TO THESE TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, LICENSEE SHALL NOT INSTALL, COPY, USE OR TRANSFER THE CORESTREET SOFTWARE OR DOCUMENTATION, AS AGREEMENT WITH THE TERMS HEREOF IS A REQUIREMENT FOR LICENSEE TO DO SO. IF LICENSEE DOES NOT ACCEPT THE TERMS HEREOF, LICENSEE SHOULD PROMPTLY CONTACT CORESTREET OR CORESTREET'S AUTHORIZED RESELLER FROM WHICH LICENSEE OBTAINED THE CORESTREET SOFTWARE FOR INSTRUCTIONS TO RETURN THE CORESTREET SOFTWARE. YOUR RIGHT TO RETURN AND ANY REFUND EXPIRES 30 DAYS AFTER RECEIPT FROM CORESTREET OR AN AUTHORIZED CORESTREET RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL END USER. NO ADDITIONAL OR CONTRARY TERMS SHALL APPLY UNLESS AGREED TO IN A WRITING SIGNED BY LICENSEE AND CORESTREET.

1. Definitions. For the purposes of this Agreement, the following definitions shall apply, unless otherwise expressly modified in the Contract Documents:

1.1 "Compatible PIVMAN Handheld" means any handheld computing device CoreStreet's Documentation specifically identifies as being compatible with the CoreStreet Software.

1.2 "Contract Documents" means the Order Confirmation, Fulfillment Form, Invoice or other purchasing documentation issued by CoreStreet to Licensee in connection with the initial purchase of the license to the CoreStreet Software and any subsequent amendment or modification of the terms therein, as applicable.

1.3 "CoreStreet Software" means that version of the PIVMAN Handheld Device software reflected in the "About" tab in the execution copy delivered to Licensee, including all Updates, Upgrades and other modifications thereto that may be provided by CoreStreet to Licensee from time to time pursuant to the Maintenance and Support services described herein, if any, in Object Code form.

1.4 "Derivative Work" means a work that is based upon or derived from the CoreStreet Software, Source Code or Documentation, such as a revision, modification, translation, abridgment, condensation or expansion of CoreStreet Software, Source Code or Documentation, or any form in which CoreStreet Software, Source Code or Documentation may be recast, transformed or adapted, which, if prepared without the consent of CoreStreet, would constitute copyright infringement.

1.5 "Documentation" means those software reference manuals, training materials and installation guides, or portions thereof, published by CoreStreet which are provided by CoreStreet or made available at CoreStreet's web site to Licensee in conjunction with the CoreStreet Software.

1.6 "Maintenance and Support" means the maintenance and support services with respect to the CoreStreet Software that may be provided by CoreStreet to Licensee pursuant to

the terms of this Agreement or, if offered by CoreStreet's authorized reseller, pursuant to the terms set forth in any agreement between Licensee and such reseller.

1.7 "Maintenance and Support Description" means the document that describes the Maintenance and Support services offered by CoreStreet, as such document may be modified and updated from time to time, with the applicable and binding version being the one in effect at the time any Maintenance and Support services are provided.

1.8 "Object Code" means the form of computer program or portion thereof that can be executed by a computer without further modification.

1.9 "Source Code" means the human-readable form of the code and related system documentation for the CoreStreet Software, including all comments and any procedural code such as job control language.

2. Software Licenses; Restrictions.

2.1 License Grants.

(a) Subject to the terms and conditions contained herein and the payment of the license fee set forth in the Contract Documents, Licensee is hereby granted, and Licensee accepts, a non-exclusive, non-transferable (except as set forth in Section 11.6), perpetual (except as set forth in Section 5) fully-paid license to use and copy (only as specifically permitted herein) the CoreStreet Software in Object Code form only on (i) the handheld computing device on which it is installed at the time of delivery to you or (ii) if not pre-installed on any handheld computing device, then on any Compatible PIVMAN Handheld, for the sole purpose of validating digital credentials and checking privileges; *provided, however*, that the CoreStreet Software shall not be used on more than one Compatible PIVMAN Handheld or by more than one user at the same time. If the CoreStreet Software is not delivered to you installed on a Compatible PIVMAN Handheld or, if you wish to transfer the CoreStreet Software to a different Compatible PIVMAN Handheld, only CoreStreet or a CoreStreet – certified installer may install the CoreStreet Software or any warranty herein shall be void. Licensee is also granted, subject to the terms and conditions contained herein, and Licensee accepts, a non-exclusive, non-transferable (except as set forth in Section 11.6) right and license to use and copy (only as specifically permitted herein) any Documentation.

(b) Certain computer software components licensed by one or more third-parties may be provided with the CoreStreet Software. Unless otherwise provided in the Contract Documents, CoreStreet grants Licensee a non-exclusive, fully-paid license to use one copy of any third-party software identified in the Documentation ("Third-Party Software") with the CoreStreet Software on the terms herein and as may be set forth in the Documentation (including any additional terms therein), provided that: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL THIRD-PARTY SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS. THE PROVISIONS REGARDING DISCLAIMER OF WARRANTIES, EXCLUSION OF CONSEQUENTIAL AND CERTAIN OTHER DAMAGES AND LIMITATION OF LIABILITY IN SECTIONS 6 AND 7 BELOW SHALL APPLY TO SUCH THIRD-PARTY SOFTWARE.

2.2 License Restrictions. A license key may be required in order to enable use of the CoreStreet Software. Licensee's permitted use of the CoreStreet Software is limited to one production instance on a Compatible PIVMAN Handheld (the "Licensed Usage"). Licensee must have a reasonable mechanism in place to ensure that your use of the Software does not exceed the permitted Licensed Usage. Licensee may make a reasonable number of copies of the CoreStreet Software for back-up and archival purposes. TECHNICAL MEASURES IN THE CORESTREET SOFTWARE MAY BE ACTIVATED TO LIMIT THE FUNCTIONALITY OF THE CORESTREET SOFTWARE IF THE LICENSED USAGE IS EXCEEDED. Licensee may, during the term of this Agreement, make a reasonable number of copies of the accompanying Documentation for internal use by a reasonable number of staff providing administrative and technical support to Licensee. Licensee agrees that this License Agreement applies to all such

copies. Except as authorized under this Section, no copies of the CoreStreet Software or Documentation, or any parts thereof, shall be made by Licensee or any persons under Licensee's authority or control. Licensee shall not cause or permit the disclosure, renting, leasing, sublicensing, loaning or selling, dissemination or other distribution of the CoreStreet Software or Documentation by any means or in any form to any person, and shall not permit any person, government agency or other organization to benefit from the use or functionality of the CoreStreet Software via a timesharing, service bureau, application service provider or similar arrangement unless specifically permitted, and then only in accordance with the terms, in the Contract Documents. Licensee agrees not to, directly or indirectly, take any action to modify, translate, decompile, reverse engineer, reverse compile, convert to another programming language or otherwise attempt to derive Source Code from the CoreStreet Software or any internal data files generated by the CoreStreet Software, or perform any similar type of operation on any software or firmware acquired under this Agreement, in any fashion or for any purpose whatsoever except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding this limitation. Licensee also agrees that any such works are Derivative Works and as such are the sole and exclusive property of CoreStreet or its licensor(s). Licensee shall not modify or delete any CoreStreet or third-party proprietary rights notices appearing in the CoreStreet Software or Documentation, or any Third-Party Software, and will implement any changes to such notices, if feasible, that CoreStreet may reasonably request. Licensee acknowledges and agrees that the technology manifested in the operation of the CoreStreet Software constitutes the valuable trade secrets and know-how of CoreStreet and its suppliers and, to the extent Licensee discovers any such trade secrets, Licensee will not disclose them to any third party. Licensee acknowledges and agrees that this Agreement in no way shall be construed to provide to Licensee any express or implied license to use or otherwise exploit the CoreStreet Software or any portion thereof except as specifically set forth in this Agreement, and all rights not expressly granted to Licensee are reserved by CoreStreet. Licensee has no right to transfer any interest in or to any CoreStreet Software, except as permitted by the express terms in this Agreement.

3. Ownership of Software. CoreStreet's ownership interests in the CoreStreet Software and Documentation are protected by United States and other applicable copyright, patent and other laws and international treaty provisions. Except for the limited license rights specifically granted to Licensee in this Agreement, all rights, title and interests, including without limitation intellectual property rights, in and to the CoreStreet Software and Documentation, including all Derivative Works thereof, (and all copies thereof and related materials that are produced or shipped to Licensee under this Agreement), belong to and shall be retained by CoreStreet or its suppliers, as applicable. Licensee acknowledges that the development of the CoreStreet Software is an ongoing process and that Licensee and other licensees of the CoreStreet Software benefit from the improvements resulting from such ongoing development. In order to facilitate such ongoing development, Licensee may provide certain suggestions, documentation, materials and other data (the "Contributed Materials") to CoreStreet and its personnel that may be used by CoreStreet in the development of the CoreStreet Software and/or related products and services. Unless specifically provided in a writing signed by CoreStreet and Licensee and specifically relating to the disclosure of any Contributed Materials, and notwithstanding any provision in this Agreement to the contrary, Licensee hereby grants to CoreStreet the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to disclose, use and incorporate the Contributed Materials in connection with the development of the CoreStreet Software and/or related products and services, and the demonstration, license, distribution and sale of the CoreStreet Software and/or related products and services, without any obligation to provide any accounting or other reporting.

4. Software Maintenance and Support. Licensee may be entitled to obtain maintenance and support services from either CoreStreet (if the CoreStreet Software license was purchased directly from CoreStreet) or from any authorized CoreStreet reseller from whom the CoreStreet Software was licensed, according to either Section 4.1 or 4.2, respectively (such applicable support provider being referred to herein as the "Support Provider");

4.1 *CoreStreet Maintenance and Support.* If the Contract Documents indicate that Licensee has purchased Maintenance and Support from CoreStreet, Licensee shall receive maintenance and that level of support specified, and for the period commencing upon the delivery of the CoreStreet Software and continuing for the period stated, in the Contract Documents (the "Initial M&S Term"). Licensee shall be deemed to renew its subscription for such Maintenance and Support for a new one (1) year term commencing upon the day following the expiration date of the Initial M&S Term unless Licensee notifies CoreStreet in writing before the 10th day preceding such expiration date that it wishes to terminate such subscription or modify the level of support. The automatic renewal shall continue for subsequent one (1) year terms unless Licensee notifies CoreStreet of its election to no longer subscribe therefore in accordance with this Section. CoreStreet will invoice Licensee for the year's Maintenance and Support fees. CoreStreet also reserves the right to increase the annual fee for Maintenance and Support after the Initial M&S Term by providing notice to Licensee at least thirty (30) days prior to the expiration of the then current term. In no event shall any Maintenance and Support fee be refunded as a result of any termination of this Agreement, even if such fee was prepaid for a period of time that extends beyond the termination of this Agreement.

4.2 *Reseller Maintenance and Support.* If Licensee purchased the license to the CoreStreet Software from a CoreStreet authorized reseller, that reseller shall be the Support Provider, and the maintenance and support services to which Licensee is entitled shall be determined by that reseller and Licensee, and CoreStreet shall have no obligation to provide Licensee any maintenance or support services or ensure the performance of such Support Provider absent a written agreement between CoreStreet and Licensee specifically providing therefor.

5. Term and Termination. This Agreement shall commence on the date of delivery of the CoreStreet Software, shall be confirmed upon and by the installation of the CoreStreet Software on any computer device and shall continue for so long as Licensee complies with the terms herein, subject to any earlier termination provided by the terms of the Contract Documents. Any failure by Licensee to comply with the terms of this Agreement shall cause the automatic termination of this Agreement, whereupon all licenses or other rights granted to Licensee hereunder shall immediately terminate. Licensee shall then pay all outstanding fees or charges that are due and past due and not in dispute relating to this license, including any Maintenance and Support services and, within thirty (30) days after the date of termination, deliver to CoreStreet all copies of the CoreStreet Software and Documentation or confirm, with a written certification from Licensee's duly authorized officer, the destruction of such materials. The provisions of Sections 3 (Ownership of Software), 6.2 (Disclaimer of Warranty), 7 (Limitations on Liability), 11 (General Provisions) and this Section 5 shall survive any termination or expiration of this Agreement according to its terms.

6. Warranty and Disclaimer of Warranty; Remedy.

6.1 *Warranty.* CoreStreet warrants that any recorded media on which the CoreStreet Software is delivered shall be free of any defect in materials or workmanship that prevents the installation or use of the CoreStreet Software in substantial conformance with its corresponding Documentation. The foregoing warranty is extended to the original end user Licensee only, is not transferable and shall be in effect for the longer of (i) 30 days immediately following such Licensee's receipt of such media or (ii) any Warranty Period expressly provided in the Contract Documents (the "Warranty Period"). Licensee's sole and exclusive remedy and the entire liability of CoreStreet and its suppliers and licensors for any breach under this limited warranty will be, at CoreStreet's option, repair or replacement of the defective media if reported (or, upon request, returned) to CoreStreet or the party supplying the CoreStreet Software to Licensee within the Warranty Period.

6.2 *Disclaimer.*

(a) EXCEPT AS PROVIDED IN SECTION 6.1, THE CORESTREET SOFTWARE AND DOCUMENTATION IS BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND CORESTREET HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE CORESTREET SOFTWARE AND DOCUMENTATION INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES AS TO THE CONDITION, NONINFRINGEMENT, MERCHANTABILITY, DESIGN, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CORESTREET, ITS AGENTS OR EMPLOYEES, OR ANY RESELLER OF THE CORESTREET SOFTWARE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT.

(b) Notwithstanding any provision to the contrary, CoreStreet does not warrant that the CoreStreet Software will meet all requirements of Licensee, or that the operation of the CoreStreet Software will be uninterrupted or error free, or that all CoreStreet Software defects will be corrected. Further, CoreStreet is not responsible for any defect or error resulting from: (i) the modification, misuse or damage of the CoreStreet Software by parties other than CoreStreet or parties performing as a contractor to, and at the direction of, CoreStreet, (ii) Licensee's failure to implement all bug fixes or other defect corrections which are made available by CoreStreet, (iii) use of the CoreStreet Software in a manner inconsistent with the directions provided in the Documentation or as permitted by this Agreement, (iv) any computer virus or (v) any defect in or failure of any third party's computer device (whether or not such device is a Compatible PIVMAN Handheld), or for any failure or inability to obtain current information from a privilege or certificate revocation list, such as the IPL Publisher (or comparable source of information), due to user error, network or communications problems. CoreStreet does not warrant and shall have no liability with respect to non - CoreStreet products including, without limitation, Third-Party Software. If applicable state and/or federal law provides that a certain warranty may not be disclaimed, such warranty shall only apply to defects discovered during the period of the express limited warranty provided herein. There is no implied warranty with respect to defects discovered after such limited warranty period.

7. Limitations on Liability.

7.1 *Consequential Damages.* IN NO EVENT SHALL CORESTREET BE LIABLE TO LICENSEE FOR ANY LOSS OF OR DAMAGE TO DATA OR OTHER BUSINESS INFORMATION, LOST PROFITS OR USE OF THE CORESTREET SOFTWARE, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE USE OR PERFORMANCE, OR INABILITY TO USE, THE CORESTREET SOFTWARE, EVEN IF CORESTREET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 *Limitation.* IN NO CASE AND NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, SHALL CORESTREET'S LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE AMOUNT OF LICENSE FEES ACTUALLY RECEIVED BY CORESTREET PURSUANT TO THIS AGREEMENT.

7.3 *Licensed Usage.* LICENSEE ACKNOWLEDGES AND AGREES THAT IT ASSUMES ALL RISKS ASSOCIATED WITH USE OF THE CORESTREET SOFTWARE THAT IS NOT IN COMPLIANCE WITH THE LICENSED USAGE, INCLUDING, WITHOUT LIMITATION, THE LIMITED FUNCTIONALITY OF THE CORESTREET SOFTWARE THAT MAY RESULT FROM OPERATION EXCEEDING THE LICENSED USAGE.

8. Compliance with Export Laws. Licensee acknowledges that the CoreStreet Software is subject to laws and regulations of the United States restricting the export thereof to foreign jurisdictions and agrees to comply with all applicable United States and foreign international laws, including, without limitation, the rules and regulations promulgated from time to time by the Bureau of Export Administration, United States Department of Commerce. By installing or using the CoreStreet Software Licensee agrees to the foregoing and certifies that it is not located in, under the control of, or a national or resident of any country or on any list of countries to which the United States has embargoed goods or on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders. Licensee shall not export, re-export, transfer or divert directly or indirectly, the CoreStreet Software, Documentation or other information or materials provided hereunder, or the output thereof, to any restricted place or person for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. CoreStreet has no responsibility for compliance with such laws and regulations by Licensee.

9. High Risk Activities. The CoreStreet Software is not fault-tolerant for, and is not designed or intended for use in, hazardous environments requiring fail-safe performance, including, without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines or any other application in which the failure of the CoreStreet Software could lead directly to death, personal injury or severe physical or property damage (collectively, "High Risk Activities"). CoreStreet expressly disclaims any express or implied warranty of fitness for High Risk Activities.

10. United States Government. The CoreStreet Software and Documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the CoreStreet Software or Documentation by the United States Government shall be governed solely by the terms of this Agreement, except to the extent expressly permitted by the terms of this Agreement.

11. General Provisions.

11.1 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement with regard to the subject matter hereof, supplemented only by the Contract Documents. No waiver, consent, modification or change of terms of this Agreement shall bind any party unless in writing signed by such party, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

11.2 *Relationship.* No agency, partnership, joint venture or employment is created between the parties hereto as a result of this Agreement. Neither party is authorized to create any obligation, expressed or implied, on behalf of the other party, or to exercise any control over the other party's methods of operation, except as specifically provided herein. CoreStreet may identify you as a customer of CoreStreet and describe in a customer case study the services and solutions delivered by CoreStreet to you. CoreStreet may also issue one or more press releases containing an announcement of the acquisition and/or the implementation of the Software by you. No such document or release shall include any information that you have specifically identified to us in writing as being confidential to you.

11.3 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, United States of America, without regard to its choice of law provisions, and shall not be governed by the provisions of the Convention on Contracts for the International Sale of Goods.

11.4 *Waiver.* The waiver by any party hereto of a breach or a default of any provision of this Agreement by another party shall not be construed as a waiver of any succeeding breach

of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such party.

11.5 *Headings.* Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.

11.6 *Assignment; Successors.* The terms and conditions of this Agreement shall inure to the benefit of and be enforceable by the parties hereto and their permitted successors and assigns; *provided* that the only permitted successor shall be a party that acquires all or substantially all of the business and assets of either party, whether by merger, sale of assets, or otherwise or operation of law. Licensee may also transfer the CoreStreet Software and Documentation with or without the handheld computing device on which the CoreStreet Software was installed to any person, provided such transfer is subject to the following conditions (a "Permitted Transferee"): (i) you shall transfer to the Permitted Transferee all of the CoreStreet Software and Documentation without retaining any copy thereof (and you shall delete all copies thereof in any computer device or memory), (ii) you shall not make any representation or extend any promise or commitment from CoreStreet to such Permitted Transferee, and any warranty then in effect with respect to the CoreStreet Software or Documentation shall terminate and be of no further force or effect after the transfer; and (iii) CoreStreet shall not have any obligation of any kind to you or such Permitted Transferee in connection with or after the transfer. Except as expressly set forth in the preceding two sentences, neither party shall assign this Agreement or any right, interest or obligation under this Agreement, without the other party's prior written consent. Any attempted assignment or delegation in contravention of this provision shall be void and ineffective.

11.7 *Notices.* Any notice or communication from one party to the other required or permitted to be given hereunder shall be in writing and either personally delivered or sent via nationally recognized courier delivery to such other party at the address specified in the invoice or other license purchase documentation for the CoreStreet Software or such other address as either party may from time to time designate in writing to the other party in accordance with this Section. All notices shall be in English and shall be effective upon actual receipt, irrespective of the date appearing thereon. Unless otherwise requested, all notices to the parties shall be to the attention of their Chief Financial Officer.

11.8 *Priority.* To the extent that the terms and conditions of this Agreement conflict with any other terms and conditions provided relating to the license of the CoreStreet Software itself, including, but not limited to, those contained in any purchase order from Licensee, the terms and provisions of this Agreement shall be controlling.

11.9 *Contact.* If you have any questions concerning these terms and conditions, or if you would like to contact CoreStreet for any other reason you may do so at the following address: CoreStreet, Ltd., One Alewife Center, Suite 200, Cambridge, MA 02140, Attention: Support; <http://www.corestreet.com>

APPENDIX 5

1. EULA ActivIdentity Card Management System for the Enrollment Workstation and the Issuance Workstation.

Vendor's End User Agreement (ActivClient)

ACTIVIDENTITY SOFTWARE - LICENSE AGREEMENT for ActivClient Software – All Versions

ACTIVIDENTITY END USER LICENSE AGREEMENT ("EULA")

IMPORTANT - READ CAREFULLY BEFORE OPENING SOFTWARE PACKET(S) AND/OR INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE. THE FOLLOWING TERMS AND CONDITIONS OF USE APPLY TO YOUR USE OF THE SOFTWARE. BY OPENING THE PACKET(S) AND/OR BY INSTALLING, COPYING OR OTHERWISE USING THE SOFTWARE, YOU INDICATE YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT.

This is a legal agreement between you ("Licensee"), either an individual or an entity, and ActivIdentity, Inc. ("ActivIdentity"). By opening the sealed software package and/or by installing, copying or otherwise using the Software (as defined below), you agree to be bound by the terms of this Software License Agreement (the "Agreement"). If you do not agree to the terms and conditions of this Agreement, promptly return the software and any accompanying items (including printed materials and binders or other containers) to the place from which you obtained them.

1. Grant of License. This document is a legal agreement identifying the terms and conditions for the license of software accompanying this agreement ("Software"). Software includes but is not limited to the computer software along with the associated media, printed materials, and online or electronic documentation that may be provided. Installing, copying, opening or other use of the Software is fully dependent upon and subject to compliance with the terms and conditions described in a separate software license agreement between the authorized user ("Licensee") and ActivIdentity. In the absence of a separate, valid and current software license agreement, these terms and conditions shall apply in all respects. In the event of any conflict between these terms and conditions and the separate software license agreement, the terms of the separate software license agreement shall govern. Provided that ActivIdentity has received all payments applicable to Licensee's use of the Software, and Licensee is in compliance of the terms and conditions applicable to use, the Licensee may, in accordance with the applicable order as accepted in writing by ActivIdentity: (a) install the Software on the identified number of workstations for the support of the corresponding number of licensed users identified therein or (b) install the Software on any number of network servers to support the corresponding number of licensed users identified therein.

2. Ownership of the Software / Restricted Use. ActivIdentity, and/or its licensors, own all title and proprietary rights, including without restriction all intellectual property rights, in and to the Software and all copies thereof, all of which contain valuable trade secrets of ActivIdentity and/or its licensors. The use license described herein is NOT a sale of the Software or any copy of it or any source code applicable to it, nor is it a waiver of the rights of ActivIdentity under the U.S. copyright laws or any other Federal, State or other applicable laws. This license does not include the right to sublicense the Software and is personal to Licensee, and therefore may not be

assigned (by operation of law or otherwise) or otherwise transferred by Licensee without the prior written consent of ActivIdentity. Without limiting the foregoing, Licensee may not sell, license, sublicense, lend, rent, lease or otherwise transfer the Software. Licensee acknowledges that the Software in source code form remains a confidential trade secret of ActivIdentity and/or its licensors, and Licensee may not reverse engineer, decipher, decompile, modify or disassemble the Software or otherwise attempt to derive the source code of the Software (except as authorized by law), incorporate the Software in whole or in part in any other software or product, or develop derivative works of the Software or allow others to do so, or to attempt to do any of the foregoing, without the express prior written consent of ActivIdentity.

3. Restriction on Copying. Licensee may not copy the Software or permit others to copy the Software, except for backup or archival purposes. Licensee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notices included in or embedded in any part of the Software or in any copy made of the Software.

4. Limited Warranty. ActivIdentity warrants that for a period of ninety (90) days from receipt of Software: (i) the media on which the Software is recorded will be free from defects in materials and workmanship, and (ii) the Software will perform substantially in accordance with the then-current documentation, provided that such Software is properly used by Licensee in accordance with such documentation and this Agreement. ActivIdentity makes no warranty as to the Software after said ninety (90) day period. ActivIdentity does not warrant that the Software will meet Licensee's requirements or will operate in combination with other software or Hardware which may be selected for use by Licensee, or that the operation of the Licensed Programs will be uninterrupted or error-free. ActivIdentity's sole and exclusive liability and Licensee's sole and exclusive remedy under this limited warranty shall be, at ActivIdentity's election, either: (i) replacement of the disk if defective, or (ii) ActivIdentity's commercially reasonable effort to make the Software perform substantially in accordance with the accompanying documentation, if the Software initially delivered is defective. The above remedies are available only if ActivIdentity is promptly notified in writing within the ninety (90) day warranty period. This limited warranty is VOID if failure of the Software is due to accident, abuse or misuse. If Licensee discovers within this period that the Software fails to substantially conform to the documentation, Licensee must promptly notify ActivIdentity in writing and obtain a Return Material Authorization ("RMA") and a RMA number from ActivIdentity prior to return of the defective Software. Any replacement Software will be warranted for the remainder of the original warranty period, or for thirty (30) days, whichever is longer. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WARRANTIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THIS AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE. ACTIVIDENTITY DOES NOT WARRANT THAT THE SOFTWARE OR DOCUMENTATION IS FREE OF THIRD PARTY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. LICENSEE ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE LICENSEE'S INTENDED RESULTS, AND FOR THE OPERATION, USE AND RESULTS OF THE SOFTWARE. Without limiting the foregoing, Licensee is responsible for the supervision, management and control of the use of the Software and any output of the Software, including but not limited to proper installation and establishment of adequate backup and archival processes to prevent any adverse consequences in the event of a software malfunction. ActivIdentity does not warrant that Licensee's use of the Software will be uninterrupted or error-free. The entire risk as to the quality and performance of the Software and any related products and services and any content provided thereby remains with Licensee and, should any of the foregoing prove defective or harmful, Licensee assumes the entire risk and cost of servicing, repair or correction.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ACTIVIDENTITY, ITS LICENSORS, AGENTS, SUPPLIERS, DISTRIBUTORS OR RESELLERS

SHALL NOT BE LIABLE WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, DATA OR LOSS OF USE, OR PROCUREMENT OF REPLACEMENT SOFTWARE, HOWEVER INCURRED BY THE LICENSEE OR ANY THIRD PARTY UNDER THIS AGREEMENT, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Export. Licensee shall comply fully with all international and national laws and regulations that apply to the Software and to Licensee's use thereof, including, but not limited to, the U.S. Export Administration Regulations and end-user, end-use and destination restrictions issued by U.S. and other governments. Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert, or transfer the Software or any direct product thereof to any destination, company or person restricted or prohibited by U.S. laws or regulations or laws or regulations of any other applicable jurisdiction.

7. Third Party Software Component License Terms. This Software may include third party software pursuant to the terms and conditions of the associated license agreements. Any installation or other use of such software is conditional upon consent to the terms and conditions of each applicable governing license agreement. ACTIVIDENTITY IS NOT THE MANUFACTURER OR OWNER OF THE THIRD PARTY SOFTWARE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW MAKES NO WARRANTY WITH RESPECT TO THE THIRD PARTY SOFTWARE, WHICH THIRD PARTY SOFTWARE IS PROVIDED TO LICENSEE "AS IS".

8. U.S. Government Restricted Rights. The Software is provided with "Restricted Rights". Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable (and the successor clauses to any of the foregoing). The contractor/manufacturer is ActivIdentity, Inc. . All Software provided to the U.S. Government, including its civilian and military agencies, is commercial computer software that was developed at private expense prior to its provision to any U.S. Government entity. Subject to any applicable regulations set out in the FAR or DFARS (and any superseding regulations), the Software is provided with the commercial license rights and restrictions described elsewhere in this Agreement or the separate software license agreement. For Department of Defense agencies, the restrictions set forth in the "Technical Data - Commercial items" clause at DFARS 252.227-7015 (Nov 1995) shall also apply.

9. Term and Termination of License. The term applicable to Licensee's use of the Software shall be as described in the separate software license agreement, and ActivIdentity may terminate the license at any time pursuant to the terms of that agreement if Licensee is in breach of any of those terms and conditions or the terms or conditions provided herein. Upon any termination, or if Licensee should give up personal use and control of the computers on which the Software is installed, Licensee shall destroy or return all copies of the Software and any related materials in any form.

10. General. If any of these provisions are held to be unenforceable in any jurisdiction for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability (a) of such provision under other circumstances or jurisdictions, or (b) of the remaining provisions hereof under all circumstances or jurisdictions. These terms and conditions, and interpretation thereof, will be governed by the laws of the United States and the laws of the State of California, without regard to conflicts of laws principles. These terms and conditions, the separate software license agreement, and Licensee's use will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

LICENSEE ACKNOWLEDGES THAT IT HAS READ THESE TERMS AND CONDITIONS, UNDERSTAND THEM, AND AGREES TO BE BOUND IN ALL RESPECTS, EXCEPT AS OTHERWISE PROVIDED IN AN APPLICABLE SEPARATE SOFTWARE LICENSE AGREEMENT BETWEEN THE PARTIES. LICENSEE FURTHER AGREES THAT THESE TERMS AND CONDITIONS, TOGETHER WITH THE APPLICABLE SEPARATE SOFTWARE LICENSE AGREEMENT, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN LICENSEE AND ACTIVIDENTITY AND SUPERSEDES ANY PROPOSAL, OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN LICENSEE AND ACTIVIDENTITY OR ITS AFFILIATES RELATING TO THE SUBJECT MATTER HEREIN.

VERIZON BUSINESS SERVICE AGREEMENT

Verizon Business Network Services Inc. 22001 Loudoun County Parkway Ashburn, VA 20147	CUSTOMER'S LEGAL NAME ("Customer"): Address
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

TERMS AND CONDITIONS

This Verizon Business Service Agreement ("Agreement") is made by and between "Verizon," which refers to Verizon Business Network Services Inc., on behalf of MCI Communications Services, Inc. d/b/a Verizon Business Services and any other Verizon affiliates identified in applicable service attachments or the Guide (individually and collectively), and Customer. This Agreement is binding upon execution by the parties named above. The pricing in this Agreement is effective the first day of the second full billing cycle following execution and delivery of this Agreement by Customer to Verizon,] except where a Service Attachment indicates otherwise for a particular service ("Effective Date"). Pricing and/or promotional benefits in this Agreement may not be available if it is signed and delivered to Verizon after the dates, if any, set forth in attachments or exhibits to this Agreement.

Customer Consent to Use of Customer Proprietary Network Information (CPNI). Verizon acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer's CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications and interconnected voice over Internet Protocol services Customer purchases from Verizon, as well as related local and toll billing information, made available to Verizon solely by virtue of Customer's relationship with Verizon. With Customer consent, Verizon may share Customer CPNI and other Confidential Information among its affiliates, including Verizon Wireless, and with agents and partners, so that all may use this information to offer Customer the full range of products and services offered by Verizon and its affiliates, including local, long distance, wireless, and Internet services (see www.verizon.com for a description of Verizon companies and services). By signing this Agreement, Customer consents to Verizon using and disclosing Customer CPNI and Confidential Information as described above. Customer may refuse CPNI consent by signing this Agreement and by notifying Verizon in writing at cpni-notices@verizonwireless.com and cpni-notices@verizonbusiness.com of Customer's decision to withhold Customer's consent. Customer's consent or refusal to consent will remain valid until Customer otherwise advises Verizon, and in either case, will not affect Verizon's provision of service to Customer.

ILECS and Verizon Wireless. The Terms and Conditions below do not apply to Services provided by Verizon incumbent local exchange carriers ("ILECs") or by Cellco Partnership and its affiliates d/b/a Verizon Wireless ("Verizon Wireless"), which are governed solely by the Service Attachments for such Services and, in the case of ILEC Services, applicable Tariffs (defined below). A Verizon Wireless Service Attachment becomes a part of this Agreement only once it is executed by Verizon Wireless and the Customer.

1. **Services.** Verizon will provide the products and services ("Services") in the Service Attachments. Each Verizon entity contracting under this Agreement is only responsible for the performance of its Services as set forth in this Agreement and the relevant Service Attachment(s), and is not responsible for performance of any other entity's obligations thereunder.

2. **Term and Survival.** The "Initial Term" begins on the Effective Date and ends upon the completion of ____ () months, at which time the Agreement is automatically extended ("Extended Term") on a month-to-month basis until either party terminates it upon 60 days prior written notice. The terms of this Agreement will continue

to apply during any service-specific commitments that extend beyond the Term. "Term" means the Initial Term and Extended Term.

3. **Tariff and Guide.** Verizon's provision of Services to Customer will be governed by Verizon's international, interstate and state tariffs ("Tariff(s)"), its "Service Publication and Price Guide" ("Guide") at www.verizonbusiness.com/guide, and this Agreement. This Agreement incorporates by reference the terms of each Tariff and the Guide. Verizon may modify the Guide from time to time, and any modification will be binding upon Customer, as provided in the Guide. "Customer may enroll to receive email notifications of Guide changes at <http://www.verizonbusiness.com/guide/subscriptions>." If a conflict arises, the order of precedence is: (i) Tariffs to the extent applicable (ii) this Agreement (excluding the Guide and Tariffs), and (iii) the Guide. Among the provisions of the Agreement, the order of precedence is: (i) Service Attachments, and (ii) these Terms and Conditions. If Verizon makes any changes to the Guide (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected Service without liability by providing Verizon with written notice of discontinuance within 60 days of the date the change is posted on the above website, unless within 60 days of receiving Customer's discontinuance notice, Verizon agrees to remove the material adverse effect on Customer. If a Service is discontinued, Customer's AVC (defined below), will be reduced, as appropriate, to accommodate the discontinuance.

4. **Rates and Charges; Governmental Charges; Taxes.** Customer agrees to pay the rates and charges specified in this Agreement. If Customer purchases any services after the expiration of the Term, Customer shall pay Verizon's standard rates for those services, as set forth in the Guide or Tariffs. "Standard" rates and charges means the Verizon Business Services "III" pricing plan ("VBS III"), where applicable. Except where expressly stated otherwise for a particular service, (a) all rates and charges are subject to change and "fixed" rates may be decreased at any time, (b) Customer will not be eligible to receive any other additional discounts, promotions and/or credits (Tariffed or otherwise), and (c) the rates and charges set forth in this Agreement do not include (without limitation) charges for all possible non-recurring charges, access service, local exchange service, charges imposed by a third party other than Verizon, on-site installation, Governmental Charges (defined below), network application fees, customer premises equipment or extended wiring to or at Customer premises. Verizon may give Customer notice of such changes in rates or charges by posting them on the Guide, by invoice message, or by other reasonable means. Verizon may add or adjust rates and charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges"). All charges are exclusive of applicable Taxes (as defined in the Guide).

5. **Annual Volume Commitment.** Customer agrees to pay Verizon no less than ____ Dollars (\$__00) in Total Service Charges (defined below) during each twelve-month period after the Effective Date ("Contract Year"), which is the annual volume commitment ("AVC"). "Total Service Charges" means all charges, after application of all discounts and credits, incurred by Customer for Services provided under this Agreement, excluding Taxes, Governmental Charges, equipment, Verizon ILEC Verizon Wireless, Document Delivery Fax, non-recurring, goods and services acquired by Verizon as Customer's agent, international access that is passed-through (Type 3/PTT) or provided by Verizon (Type 1), charges for security services provided by a Cybertrust Security Service Provider listed in the Guide, and other charges expressly excluded by this Agreement.

6. **Underutilization and Early Termination Charges.** If Customer's Total Service Charges do not reach the AVC in any Contract Year during the Term, Customer shall pay an "Underutilization Charge" equal to ____ of the unmet AVC. If: (a) Customer terminates this Agreement before the end of the Term for reasons other than Cause; or (b) Verizon terminates this Agreement for Cause pursuant to the Section entitled "Termination; Disconnection Notice," then Customer will pay, within thirty (30) days after such termination: (i) an amount equal to ____ of the unsatisfied AVC remaining during the year of termination, and for each subsequent Contract Year remaining in the Term, plus (ii) a pro rata portion of any and all credits received by Customer.

7. **Payment.** Customer will pay all Verizon charges (except Disputed amounts) within 30 days of invoice date. Customer will pay a late payment charge on any amount not paid or Disputed within such 30 days, equal to the lesser of: (a) 1.5% per month, (b) the amount indicated in a Service Attachment, or (c) the maximum amount allowed by applicable law. A "Disputed" amount is one for which Customer has given Verizon written notice, adequately supported by bona fide explanation and documentation. Any invoiced amount not Disputed within 6

months of the invoice date is deemed correct and binding on Customer. Customer is liable for all fees and expenses, including attorney's fees, reasonably incurred by Verizon in attempting to collect any charges owed under this Agreement.

8. Termination; Disconnection Notice. Either party may terminate this Agreement for Cause (excluding Verizon ILEC or Verizon Wireless Services, which are governed by the applicable Service Attachments). "Cause" means (a) Customer's failure to pay any invoice (excluding Disputed amounts) within 10 days of receiving notice that payment is overdue, or (b) for all other matters, breach by a party of a material provision of this Agreement that the breaching party has not cured within 30 days of receiving notice from the non-breaching party. Verizon may interrupt Service without notice if necessary to prevent or protect against fraud or otherwise protect Verizon's personnel, facilities or services. Customer must provide prior written notice for the disconnection of Service, as specified in the Guide. Notwithstanding such notice, Customer remains liable for any applicable early termination charges in this Agreement.

9. Confidential Information. Except as required by law or regulation, each party promises that during the Term and for three years after, it will use the other party's Confidential Information only for purposes of this Agreement, not disclose it to third parties except as provided below, and protect it from disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care). "Confidential Information" means information (in whatever form) designated as confidential by the disclosing party by conspicuous markings (if tangible Confidential Information) or by announcement at the time of initial disclosure (if oral Confidential Information) or if not so marked or announced should reasonably have been understood as confidential to the disclosing party (or one of its affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself and that (i) relates to this Agreement or changes to this Agreement; (ii) relates to the disclosing party's customers, products, services, developments, trade secrets, know-how or personnel; and (iii) is received by the receiving party from the disclosing party during the Term. Confidential Information does not include information that: (a) is in the possession of the receiving party free of any obligation of confidentiality at the time of its disclosure; (b) is or becomes publicly known other than by a breach of this provision; (c) is received without restriction from a non-party free to disclose it; or (d) is developed independently by the receiving party without reference to the Confidential Information. In addition, information, whether or not Confidential Information, may be disclosed by a receiving party as may be required or authorized by applicable law, rule, regulation, or lawful process provided that the receiving party, to the extent practicable and permitted by applicable law, rule, regulation, or lawful process, first notifies the disclosing party in order to permit the disclosing party to seek reasonable protective arrangements. Where Verizon has created a report in connection with a PCI-related service, Verizon may disclose that report, upon request, to the PCI Council, similar bodies, and their successors, subject to an agreement to protect it from unauthorized disclosure, whether or not such disclosure is for purposes of this Agreement.

10. Protection of Customer CPNI and Provision of Customer CPNI to Authorized Customer Representatives.

10.1 Verizon will protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or this Agreement.

10.2 Provided that Customer is served by at least one dedicated Verizon representative under the Service Agreements (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

10.3 Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to the Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to the Customer's postal (US Mail) address(es) of

record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's on-line customer portal or other on-line communication mechanism.

10.4 Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

10.5 Customer's notices of authorization or deauthorization must be sent to your service or account manager, and must contain the following information:

- the name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable)

10.6 During the Service Agreements, Customer will at all times have designated, below, in an attachment containing the same data elements listed below, or in a separate writing sent to the service manager or account manager, up to three representatives ("CPNI Authorizers") with the power to authorize Customer representatives to access CPNI under this Agreement. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number.

Name	Title	Tel. No.	Email	Postal Address

11. DISCLAIMER OF WARRANTIES AND CERTAIN DAMAGES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, VERIZON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY VERIZON SERVICES, SOFTWARE OR DOCUMENTATION. VERIZON SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OF THIRD-PARTY RIGHTS, OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE OR LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL, ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. Limitation of Liability and Action. The total liability of Verizon to Customer in connection with this Agreement is limited to the lesser of (a) direct damages proven by Customer; or (b) the amount paid by Customer to Verizon under this Agreement for the 6 month period prior to accrual of the most recent cause of action, excluding amounts for equipment and the Services of Verizon ILECs, security services provided by a Cybertrust Security Service Provider listed in the Guide, and Verizon Wireless. This limitation applies for any and all causes of actions and claims, including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts. This section does not limit any Verizon liability: (a) in tort for its willful or intentional misconduct; or (b) for bodily injury or death proximately caused by Verizon's negligence; or (c) loss or damage to real property or tangible personal property proximately caused by Verizon's negligence. A party may not bring any action or demand for arbitration arising out of this Agreement more than 2 years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

13. **Assignment.** Either party may assign this Agreement or any of its rights hereunder to an affiliate or successor upon notice to the other party. A Customer affiliate or successor must meet Verizon's creditworthiness standards for the assignment to become effective. All other assignments without prior written consent are void.

14. **Service Marks, Trademarks and Name.** Neither Verizon nor Customer may: (a) use any service mark or trademark of the other party; or (b) refer to the other party in connection with any advertising, promotion, press release or publication unless it obtains the other party's prior written approval.

15. **Governing Law; Dispute Resolution.** This Agreement is governed by the laws of the State of New York without regard to its choice of law principles. Non-U.S. Services are subject to applicable local laws and regulations in any countries where those Services originate or terminate, including applicable locally filed Tariffs. Any claim or dispute ("Dispute") arising out of or relating to this Agreement (other than claims relating to indemnification and equitable relief) must be resolved by binding arbitration of a single arbitrator under the rules of the American Arbitration Association at a mutually agreed upon location. The arbitrator must base his or her decision upon this Agreement and applicable law, and has no authority to order consolidation or class arbitration, or award punitive damages or any other relief beyond what the Agreement provides. The arbitrator must apply applicable statutes of limitation, subject to limitation of actions terms set forth in this Agreement. The parties agree that all Disputes must be pursued on an individual basis in accordance with the procedure noted above, and waive any rights to pursue any Dispute on a class basis, even if applicable law permits class actions or class arbitrations.

16. **Notice.** All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, electronic mail, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the Customer at the address provided on Page 1 of this Agreement, and to Verizon at the addresses below, unless otherwise stated in the Agreement.

Verizon Business Services
6415-6455 Business Center Drive
Highlands Ranch, CO 80130
Attn: Customer Service

Email: notice@verizonbusiness.com

Verizon Business Services
22001 Loudoun County Parkway
Ashburn, VA 20147
Attn: Vice President, Legal

17. **Acceptable Use.** Use of Verizon's Internet Services and related equipment and facilities must comply with the then-current version of the Verizon Acceptable Use Policy ("Policy") (see www.verizonbusiness.com/terms). Verizon reserves the right to suspend or terminate Internet Services effective upon notice for a violation of the Policy. Customer will indemnify and hold harmless Verizon from any losses, damages, costs or expenses resulting from any third-party claim or allegation that if true, would constitute a violation of the Policy. Each party will promptly notify the other of any such claim.

18. **Entire Agreement.** This Agreement (including Service Attachments and Exhibits referenced herein, and other documents incorporated by reference) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this Agreement is valid unless in writing and signed by both parties.