



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Order

### Agreement No. A-12459

Upon motion of Supervisor Salinas, seconded by Supervisor Calcagno and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Purchasing Manager for Natividad Medical Center (NMC) to execute a Reseller Agreement with SHI International Corp. for Third Party Software License and Third Party Software Maintenance Reseller Services at NMC in the amount of \$181,340.45 for Fiscal Year 2011-2012 and \$915,938.22 for Fiscal Years 2012-2015, for a total Agreement amount not to exceed \$1,097,278.67 for the period retroactive from May 1, 2012 through June 30, 2015.
- b. Authorized the Purchasing Manager for NMC to execute to sign up to three (3) amendments to the Reseller Agreement where the total amendments do not exceed 10% of the original contract amount, and do not significantly change the scope of work.
- c. Authorized the Purchasing Manager for NMC to execute the Third Party Software Maintenance Agreements with Fontware Ltd. and Symantec, and any other Third Party Software Maintenance Agreements that are purchased pursuant to the Reseller Agreement with SHI International Corp. and require signature authorization of the parties, subject to County Counsel approval.

PASSED AND ADOPTED on this 21st day of May 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas and Parker  
 NOES: None  
 ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 21, 2013.

Dated: May 22, 2013  
File Number: A 13-064

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

Exhibit	Company/Quote	Price	Support End Date	Service description
Exhibit A	Cisco SII Quote-6408923 - SmartNet 24x7x4hr	\$122,623.00	4/30/2015	Technical support and 24x7 4-hour equipment replacement on Voice gateways (MG229) for patient rooms and fax machines, PBX Routers (AT&T phone lines), Care routers and switches (69155), Nexus data center switches
Exhibit B	SII Quote-6409163 - Cisco SmartNet 8x5xNBD	\$268,010.00	4/30/2015	Technical support and 8x5xNBD hour equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches, technical support and 8x5xNBD equipment replacement on large server video conferencing phones
Exhibit C	SII Quote-6408736 - Cisco Unified Communications 8x5xNBD	\$34,253.00	4/30/2015	Application and technical support for VoIP server software - Cisco Unified Call Manager
Exhibit D	SII Quote-6408706 - CiscoWorks 1000 Licenses - CiscoWorks Call Manager server software	\$20,634.00	4/30/2015	Application, technical support, and software upgrades for Wireless Management System
Exhibit E	SII Quote-6408066 - CiscoWorks 1000 Licenses	\$22,105.00	4/30/2015	Technical support and 24x7 4-hour equipment replacement on Cisco physical servers that run our VoIP software
Exhibit F	SII Quote-6408791 - Cisco SmartNet 24x7 - 4hr	\$4,327.00	4/30/2015	VoIP client access licenses
Exhibit G	SII Quote-6408665 - Cisco Unified Communications Technical Support	\$50,750.00	4/30/2015	Future equipment to upgrading All Cisco Unified VoIP services to most current version
Exhibit H	SII Quote-64167550 - Cisco TUCS Upgrade	\$92,068.00	4/30/2015	Application, technical support, and software upgrade for authentication, manage system for all Cisco devices
Exhibit I	SII Quote-6408061 - CiscoWorks Software	\$5,019.00	4/30/2015	Benefits Support for network equipment 8x5xNBD technical support and equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches
Exhibit J	SII Quote-4833116 - Cisco Contract Number 9233772 Service Level SMARTnet Premium 24x7x4(SNTP) - Remote office equipment support for	\$75,544.00	10/20/2012	Remote Support for network equipment 24x7x4 technical support and equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches
Exhibit K	SII Quote-4833131 Cisco Contract Number 9233609 Service Level SMARTnet Standard(SNTP) - Remote office equipment support for	\$72,358.00	9/16/2012	Remote Support for network equipment 24x7x4 technical support and equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches
<b>VMware</b>				
Exhibit L	SII Quote-6308686 - VMware support for all VMware software at NMC	\$88,405.00	5/27/2015	24x7x365 support for VMware software (Virtual Servers, Virtual Desktops, and Management software)
Exhibit M	SII Quote-5270146 - VMware contract 30760347 for production support - Production payments required	\$10,000.00	5/17/2015	VMware Contract 30760347/Production Support/Subscription for VMware View 4 Patch release bundle 1009Pack
<b>Fontware</b>				
Exhibit N	SII Quote-6378383 - 18 new licenses and co-terminated maintenance until	\$116,359.98	7/31/2015	24x7x365 new licenses for Meditech multiray printing software and co-terminated support
Exhibit O	SII Quote-554465 - software maintenance on meditech multiray printers Retro active payment required	\$14,788.45	6/30/2015	24x7x365 new licenses for Meditech multiray printing software and co-terminated support

<b>BMC (Numara Footprints)</b>				
Exhibit P	SHI Quote-6378334	\$37,178.65	1/27/2016	24x7x365 maintenance on hospital management and IT service desk system

<b>Symantec</b>				
Exhibit P	SHI Quote-6378334	\$19,787.50	4/29/2016	24x7x365 support and patches on anti virus software used to protect hospital information

<b>Solarwinds</b>				
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<b>RSA</b>				
Exhibit P	SHI Quote-5264159 - RSA Contract Number: 40790377 Enhanced Appearance Maintenance-6 Month - Networkwide payment preferred	\$2,500.00	5/31/2015	24x7x365 maintenance on security software used for Meditech and other critical applications (remote access)

<b>LANDesk</b>				
Exhibit P	SHI Quote-5264159 - LANDesk Training System	\$64,000.00	9/30/2016	24x7x365 maintenance on software used for hospital desktops

10% Contingency amount for price changes from time of quote to final order or other changes as necessary.		\$997,526.06
Sub Total		\$99,752.61
10% Contingency amount for price changes from time of quote to final order		\$1,097,278.67
<b>Total</b>		<b>\$1,097,278.67</b>

Attachment 1  
SHI Reseller Agreement & Insurance Documentation

Reseller Agreement  
between  
SHI International Corp.  
and  
County of Monterey, on behalf of  
Natividad Medical Center

Reseller Agreement  
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## Reseller Agreement

This reseller agreement, made this 1<sup>st</sup> day of May 2012 (the "Effective Date"), together with the Exhibits attached hereto and incorporated herein which may be added hereto from time to time by mutual agreement of the Parties, (collectively, the "Agreement") by and between SHI International Corp., having an office and place of business at 290 Davidson Avenue, Somerset, NJ 08873 ("Reseller"), and County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital, having an office and place of business at 1141 Constitution Boulevard, Salinas, CA 93906 ("Customer") (hereinafter collectively referred to as "the Parties", or individually as a "Party").

WHEREAS, Reseller is in the business of, and has expertise in, providing certain third party software, computer peripherals, computer hardware, and associated third party IT services (collectively, "Product") and Services, as hereinafter described; and

WHEREAS, Customer wishes to obtain through Reseller and Reseller wishes to provide to Customer such Product as hereinafter described.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

### Article 1 - Definition of Terms

The following terms, wherever used in any documents which form part of this Agreement, shall have the meanings indicated below unless the context otherwise requires. Additional definitions may be contained elsewhere in this Agreement.

- A. "Affiliate" means any entity which controls, is Controlled by or is under common control with one of the Parties to this Agreement. "Control" or "Controlled" means beneficial ownership (direct or indirect) of the subject entity.
- B. "Commercially Reasonable" means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- C. "Cost" means Reseller's total cost of goods, including freight, handling fees and/or order fees that have been charged to Reseller by the OEM or distributor providing the Product, and any third Party fees associated with the transaction, such as credit card fees or other transaction fees charged to Reseller. Reseller does not initiate or add any self-imposed fees to the transaction.
- D. "Deliverables" means those reports, documentation, and schedules to be developed and provided by Reseller to Customer in regard to the Services provided by Reseller hereunder.
- E. "Price" means the price specified in the Purchase Order for the Product.
- F. "Services" means the reseller services provided by Reseller under this Agreement; i.e. sourcing and fulfilling the Product and/or providing Deliverables identified in an Purchase Order.
- G. "Site" means the facility or office or other location, as designated in this Agreement or the Purchase Order, for which the Product and/or Deliverable is to be delivered.
- H. "OEM" means the original equipment manufacturer, or in the case of software, the software publisher/licensor.
- I. "Purchase Order" means the Customer's form of purchase order or other document used for the purpose of ordering Product and/or Deliverables pursuant to this Agreement.

### Article 2 - Rules

The following rules shall be used to interpret this Agreement:

- A. The term "including" means "including, but not limited to" and shall be interpreted as broadly as possible.
- B. All references to "days" shall be calendar days, not business days, unless otherwise explicitly stated.
- C. The captions and titles to articles and paragraphs of this Agreement are only provided for convenience and have no effect on the nature, extent, construction and meaning of this Agreement.
- D. In the event of any inconsistency between the provisions of the following documents, the inconsistency shall be resolved by giving precedence in the following order:
  - E.
    - 1. Amendments to this Agreement, if any;
    - 2. This Agreement;
    - 3. Purchase Order;

## Reseller Agreement

4. Documents incorporated into the Purchase Order in the order in which they are listed
  5. and
  6. Documents incorporated into this Agreement in the order in which they are listed.
- F. This Agreement shall govern and supersede any preprinted terms and conditions stated on or attached to any Purchase Order, invoice or other document submitted by Customer or Reseller, which are null and void with respect to this Agreement.
- G. If copies of documents are referenced or incorporated in this Agreement, they shall be read as originals. Attachments, schedules, appendices and addenda shall be considered part of the documents in which they are referenced. Documents that are referenced shall have the same force and effect as if contained in their entirety.
- H. Notwithstanding the general rules of construction, both Customer and Reseller acknowledge that both Parties were given an equal opportunity to negotiate the terms and conditions contained in this Agreement, and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

### Article 3 - Attachments

The following documents are attached and are hereby incorporated into this Agreement by reference:

- Attachment 1: Documentation from the following OEMs which verifies Reseller Authorization to resell and/or distribute their products and/or services: Cisco Systems, Inc., RSA Security Inc., VMware, Inc., BMC Software, Symantec, Solarwinds, LANDesk, Citrix and Fontware Ltd.

### Article 4 - Term of Agreement

This Agreement shall be effective on the Effective Date stated above and continue in effect for until June 30, 2015, unless otherwise mutually extended by the Parties, or if terminated in accordance with this Agreement.

### Article 5 - Scope of Agreement, Purchase Order

- A. This Agreement is not a commitment on the part of Customer to purchase Product from Reseller. Product will be purchased on an "as ordered" basis through the execution of one or more Purchase Orders, directing Reseller to deliver the Product, if any, for the benefit of Customer.
- B. The Product and any Deliverables to be provided shall be determined in such Purchase Order, including all attachments thereto. Each Purchase Order that refers to this Agreement shall be deemed a separate agreement that incorporates the terms and conditions of this Agreement by reference.
- C. Any Purchase Order issued hereunder shall, at a minimum, contain the following:
1. The incorporation by reference of this Agreement;
  2. The location where Product will be delivered;
  3. A detailed description of the Product, including, but not limited to, SKU, Manufacturer's part number, and any applicable designation and/or specifications which will avoid confusion regarding the Product to be delivered;
  4. A detailed description of Deliverable(s) to be provided by Reseller;
  5. Price, including any applicable fees, and payment terms;
  6. The scheduled delivery date;
  7. Reseller shall not be required to deliver any Product and/or Deliverable unless and until an Purchase Order has been provided to Reseller.
- D. If notice of rejection of an Purchase Order is not received by Customer within two business days from the date of its receipt by Reseller, then such Purchase Order shall be deemed to have been accepted by Reseller.
- E. Third Party IT services resold under an Purchase Order are provided by third Parties, and Customer acknowledges that Reseller shall have no liability for such third Party IT services beyond the processing of invoices and payment therefor.

### Article 6 - Rights In Deliverables

- A. Unless otherwise specifically agreed to in an Purchase Order, any and all Deliverables created, developed, or prepared by Reseller, its employees or Subcontractors shall be deemed a "work for hire" for the sole benefit of



## Reseller Agreement

and belonging exclusively to Customer. All other intellectual property rights and other proprietary rights in and to the Services, and information, know-how and processes developed by Reseller, or anyone acting on Reseller's behalf, arising from the Services performed hereunder shall be the sole and exclusive property of Reseller and shall not be claimed to be owned by Customer or their employees.

- B. To the extent any Deliverable is not deemed a "work for hire" by operation of law, Reseller hereby irrevocably assigns, transfers and conveys to Customer all of its right, title and interest in all Deliverables under the Purchase Order, including, but not limited to, all rights of patent, copyright, trade secret or other proprietary rights in such Deliverable.
- C. Reseller shall provide to Customer all Commercially Reasonable assistance, execute such documents, and take all such other actions, which may be reasonably required to perfect the foregoing rights to the Deliverable (including, but not limited to, directing its employees to execute all applications for patents and/or copyrights, assignments, and other papers necessary to secure and enforce Customer's rights to such Deliverable).
- D. Notwithstanding the foregoing, Reseller shall retain ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications and enhancements thereto, (2) Confidential Information of Reseller, and (3) any tools or scripting applications used, developed or created by Reseller or its third Party licensors during the performance of this Agreement.

### Article 7 - Invoicing, Terms of Payment, Price and Tax

- A. All invoices shall be submitted to the remit-to address specified in an Purchase Order, submitted as specified in this Agreement, and shall reference the Purchase Order number and related Purchase Order number. The invoice shall set forth the amounts claimed by Reseller for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment.
- B. Subject to reconciliation with the terms of this Agreement and the Purchase Order, including verification that the Product was delivered, the invoice shall be paid ("paid" being defined as "issuance of payment from Customer's Accounts Payable Department") net 30 days after receipt by the County Auditor-Controller of a certified invoice.
- C. Any invoice or portion thereof that is subject to a good faith dispute will not be paid; in such case, Customer will promptly notify Reseller of any rejected invoice or portion thereof, with reasons for such rejection. The rejected costs, adjusted to the extent as mutually agreed to, shall then be re-invoiced on a separate invoice.
- D. Invoices shall call for payments in U.S. Dollars, and shall accurately reflect the amount(s) of the Price set forth in the Purchase Order.
- E. Price
  - 1. The Price to be paid by Customer to Reseller for the Product shall be specified in the Purchase Order and shall represent Customer's sole financial liability and obligation to Reseller for the delivery of the Product and/or Deliverable.
  - 2. The Price shall be provided in quotations submitted by the Reseller from time to time.
- F. Tax
  - 1. Customer will be responsible for payment of any federal, state, and local sales, use, withholding tax, duties or similar taxes imposed or based on the sale of Products under this Agreement. Taxability will be calculated based on the ship-to location provided on the Purchase Order.  
When Reseller is authorized to collect such taxes, they will be separately stated on Reseller's invoices and reported and paid to appropriate taxing authorities by Reseller. For destinations where Reseller is not authorized to collect such taxes, no tax will be shown on Reseller's invoice, and, if applicable, customer will be responsible for remitting such tax payments directly to the appropriate taxing authority.
  - 2. At Customer's request, Reseller will file any certificate or other document which may cause any such tax to be avoided or reduced, and cooperate with Customer in contesting any such tax or in claiming, on Customer's behalf, refunds of any such taxes paid by or on behalf of Customer.
  - 3. Reseller shall be responsible for the payment of all taxes that apply to Reseller's operations, such as payroll or income taxes.

# Reseller Agreement

## Article 8 - Title, Risk of Loss, Returns

A. Reseller shall transfer to Customer good and merchantable title to the Deliverables and Product, free from all liens, encumbrances and claims of others, upon delivery of the Deliverables and Product to and its receipt by Customer, at which time title and risk of loss shall vest fully in Customer, unless notice of rejection is provided to Reseller's authorized representative within 24 hours after such delivery.

### B. Returns

#### 1. General

Subject to Sections 2, 3, 4, 5 and 6, below,

- a. for a Product to be eligible for return, it must be in Resale Condition (one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the OEM), received within the time periods described in this policy, and not designated as "non-cancellable" or "non-returnable" ("Special Purchase Order") when quoted.
- b. If the Product is a Special Purchase Order item or not in Resale Condition, then Reseller will accept the return only if the OEM/distributor will accept the return.
- c. shipping, and if imposed by OEM/distributor, restocking fees, shall be at Customer's cost.
- d. if return is due to Reseller's error, and the return request is made by Customer within thirty (30) calendar days of receipt of Product, then Reseller will accept the return at no additional cost to Customer.
- e. if Customer ordered the incorrect Product or has decided that it no longer wants the Product, then Reseller will accept the return from Customer, provided the OEM/distributor will accept the return.

#### 2. Non-Conforming Product

- a. If Customer determines in its reasonable discretion that Products are not in conformance with the description in the Purchase Order, then Customer may at its option, either:
  - 1) Request that Reseller promptly initiate an order to replace the non-conforming Product at no cost to Customer, in which case Reseller will order a replacement unit within one (1) business day of notice of nonconformance from Customer. Customer shall return the Product to Reseller, at no cost to Customer; or
  - 2) Terminate the non-conforming portion of the applicable Purchase Order. Customer shall return the Product to Reseller at no cost to Customer, and Reseller, upon receipt of the Product, shall promptly refund to Customer any payments made to Reseller therefor, provided that the request for such return was made within thirty (30) calendar days of receipt of Product by Customer, and that the return will be made in accordance with Reseller's RMA process, described below.

#### 3. Software License Returns

The OEM's return policy will govern license returns.

#### 4. Damage, Defects and DOA

If the Product has concealed damage (i.e. there is no evident damage to external packaging), is defective, or dead on arrival (DOA), Reseller will accept the return from Customer, provided the OEM/distributor will accept the return from Reseller; in any event, the OEM's/distributor's policies (which may include processing as a warranty claim) will apply. Reseller will order a replacement unit within one (1) business day of notice of damage, defect or DOA from Customer.

#### 5. Shipping Damage

- a. If a package containing Product purchased from Reseller arrives at Customer Purchase Order's ship-to address with external damage, Customer should refuse to accept delivery from the carrier. If Customer does accept delivery of such a package, Customer must:
  - 1) note the damage on the carrier's delivery record so that Reseller may file a claim;
  - 2) save, as is, the Product and the original box and packaging it arrived in; and
  - 3) notify Reseller in writing within five (5) calendar days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.

## Reseller Agreement

- b. If Customer does not comply with the above requirements, Customer will be deemed to have accepted the Product as if it had arrived undamaged, and Reseller's regular return policy, as described herein, and all OEM warranties and restrictions will apply.

### 6. RMA Process

In order for Reseller to accept any returns, Customer must first obtain from Reseller and apply an RMA (Returned Merchandise Authorization) to the returned Product. If a Product is shipped directly to the OEM, distributor, or Reseller without an RMA, then Reseller shall not be responsible for accepting such return, Product replacement or refund, and such return may void any Customer claims on the Product.

### Article 9 - Packaging, Labeling, and Shipping

- A. Products shipped to Customer's facilities shall be packaged in such a manner as to preclude all reasonably anticipated in-transit damage and in accordance with commercial standards. All shipments of Products will be clearly labeled with the shipping address stated on the order, the applicable Purchase Order number, recipient's name and if applicable, building and room number.
- B. Shipment Terms are FOB Destination, freight pre-paid and added.

### Article 10 - Contractual Relationships, Relations

- A. Customer/Reseller Relationship: It is the intent of the Parties that the relationship of Customer and Reseller be that of the "customer" and "independent contractor", respectively. As an independent contractor, Reseller shall not act as or be an agent or employee of Customer in performing the Services, and shall determine the means and methods for satisfactorily providing the Services.
- B. Customer/OEM Relationship: Reseller has no privity of contract in any license agreement between Customer and OEM.
- C. Any provision herein referring to Reseller's subcontractors or OEM shall not create privity of contract between Customer and such Parties under this Agreement.

### Article 11 - Representations and Warranties

- A. Reseller hereby represents and warrants to Customer that for the term of this Agreement:
  - 1. Reseller shall perform the Services in a timely manner and with a high degree of professional skill and care using customarily accepted good and sound professional practices and procedures in the industry.
  - 2. Reseller will maintain all necessary local, state, and federal licenses and certifications that may be required in order to legally deliver the Product and Deliverables described in the Purchase Order(s). Reseller understands and acknowledges that Reseller is wholly responsible for ensuring compliance with all federal, state, and local laws associated with the delivery of all Services associated with this Agreement and associated Purchase Order(s).
  - 3. Reseller has all rights, approvals, and/or authorizations necessary to perform the Services hereunder, and provide the Product and/or Deliverables. Reseller represents and warrants that the documents attached as Attachment 1 to this Agreement authorize Reseller to resell and/or distribute products and/or services of the following OEMs: Cisco Systems, Inc., RSA Security Inc., VMware, Inc., BMC Software, Symantec, Solarwinds, LANDesk, Citrix and Fontware Ltd. to Customer.
  - 4. Reseller is authorized to execute this Agreement, is qualified to perform the Services, and has good title to the materials, supplies and equipment constituting the Services, free from all liens, encumbrances and claims of others.
  - 5. The Services and any Deliverables will not contain any computer instructions, circuitry or other technological means whose purpose is to disrupt, damage or interfere with Customer's use of the Services, Deliverables or its computer and telecommunications facilities.
- B. Remedy  
If a defect occurs or appears in the Deliverables or Services provided hereunder, it shall be presumed that Reseller failed to meet such standards, and Reseller shall promptly and at its own expense, correct or re-perform any such Services which fail to meet such standards within a reasonable time frame acceptable to Customer at no additional cost.
- C. Warranty of Product

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1. Reseller is a value added reseller ("VAR") of Product, not the OEM or licensor, and therefore disclaims any warranty responsibility regarding Product provided under this Agreement. Reseller shall forward the warranties to Customer which are provided to Reseller from the OEM of the Product, and to the extent granted by the OEM, Customer shall be the beneficiary of the OEM's warranties with respect to the Product. Reseller is not a Party to any such terms between Customer and OEM and Customer agrees to look solely to the OEM for satisfaction of any and all warranty claims related to that OEM's Product.
2. Customer has made and will make its own selection of the Products to be ordered hereunder based on its own evaluation of the character of such Product and its use needs.
3. Reseller shall forward to Customer all associated documentation provided or made available by the OEM at no additional cost, such as operator/user manuals, training materials, guides, and functional/technical specifications, whether in writing, electronic means or otherwise, (collectively "Documentation").

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

### Article 12 - Indemnification

- A. Reseller agrees to defend, indemnify and hold Customer and its officers, directors, employees and agents harmless from and against any and all damages, liabilities, costs and expenses (including but not limited to attorneys' fees) incurred by Customer and its officers, directors, employees and agents as a result of any claim, judgment or proceeding against Customer or its officers, directors, employees and agents based on the negligent acts or omissions or willful misconduct of anyone acting under the direction or control or on the behalf of Reseller, arising out of the performance of the Services or the provision of the Products in the course of this Agreement hereunder.
- B. Customer shall promptly notify Reseller of all such claims, judgments or proceedings in writing and tender to SHI the opportunity to settle such claim, judgment or proceeding at SHI's expense, shall furnish Reseller all information, authority and assistance needed to enable it to defend the same, and shall cooperate with SHI in settling such claim, judgment or proceeding.
- C. SHI hereby waives any defense it may otherwise have under applicable Workers Compensation laws.
- D. Customer shall have the right, at its sole discretion, on its own behalf and at its own cost, to participate in such defense to whatever extent it deems necessary to protect its own interest and shall cooperate fully with Reseller in any such participation.
- E. Reseller's defense shall be through counsel selected by it.

### Article 13 - Software License

Software Products resold under this Agreement, as well as related maintenance or support services, will be governed by either the license/support agreement between Customer and the OEM or, if no such agreement exists, the OEM's standard license/support agreement, which Reseller shall forward to Customer at the time of delivery of the Products, when provided to Reseller by the manufacturer. Reseller is not a Party to any such terms between Customer and manufacturer and Customer agrees to look solely to the OEM for satisfaction of any and all license and support claims or obligations related to that OEM's Product.

### Article 14 - Limitation of Liability

- A. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- B. EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNIFICATION", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER TO RESELLER UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. CUSTOMER ACKNOWLEDGES THAT SUCH

## Reseller Agreement

AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT RESELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

### Article 15 - Confidential Information

- A. If a Party to this Agreement, its subcontractors and agents (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other Party (the "Disclosing Party") in connection with the negotiation of or performance under this Agreement, the Receiving Party agrees that:
1. The Disclosing Party shall retain ownership of the Confidential Information and that the Receiving Party shall not acquire any rights therein, except the right to use such Confidential Information to the extent provided in this Agreement.
  2. The Receiving Party is hereby granted a limited, irrevocable, non-exclusive, royalty-free, non-transferable, worldwide right and license to use the Disclosing Party's Confidential Information according to the terms of this Agreement.
  3. Except as otherwise provided in this Agreement, no Confidential Information disclosed pursuant to this Agreement shall be made available by the Receiving Party to any third party for any purpose, except to an affiliate or subcontractor, where such disclosure is necessary for the performance of this Agreement and provided, further, however, that such disclosure shall not be made without an express written agreement of such affiliate or subcontractor to substantially comply with all restrictions on the use of such Confidential Information as are imposed upon the Receiving Party pursuant to this Agreement. The Receiving Party agrees to indemnify the Disclosing Party for any violation or breach of such restrictions.
- B. "Confidential Information" shall mean: (1) information which is (a) in tangible form, clearly and conspicuously identified by the Disclosing Party or a third party as proprietary and/or confidential (by stamp, legend or otherwise) when disclosed or, (b) in intangible form, if its proprietary and/or confidential nature is first announced, and then reduced to writing ("Summary") and furnished to the Receiving Party within thirty (30) days of the initial disclosure, in which case the Confidential Information contained in such Summary shall be subject to the restrictions herein; (2) all information about or belonging to the Disclosing Party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (3) all trade secrets and intellectual property owned or licensed by the Disclosing Party; and (4) all personal information about individuals contained in the Disclosing Party's records (including, without limitation, names, addresses, social security numbers, and credit card and other financial information).
- C. In the event this Agreement is terminated, the Receiving Party shall cease to make use of the Confidential Information received from the Disclosing Party and, upon the Disclosing Party's written request, shall promptly destroy or return such Confidential Information. In the event that the Disclosing Party requests destruction, the Receiving Party shall provide written certification of the destruction within thirty (30) days of such request.
- D. Each Party agrees not to use the Confidential Information received from the other during the term of this Agreement, either directly or indirectly, to solicit business from any individual, company, agency or institute, or to interfere with, impair or hinder any relationship between the Disclosing Party and any of its customers, prospective customers, suppliers, strategic partners, affiliates or investors, or in any other manner to compete against the Disclosing Party.
- E. The Receiving Party shall use at least the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care, including measures to protect against the unauthorized use, access, destruction, loss or alteration of such records.
- F. Each Party shall endeavor to keep to a minimum the amount of Information that is furnished to the other upon which restrictions are imposed.
- G. Information of the Disclosing Party shall not be considered Confidential Information to the extent that the Receiving Party can demonstrate that such Information:
1. was previously rightfully known by the Receiving Party free of any obligation to keep it confidential;
  2. is or becomes publicly known through no wrongful act of the Receiving Party;
  3. is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or

## Reseller Agreement

4. is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, or the California Public Records Act. Except in connection with a failure in the discharge of responsibilities set forth in the preceding sentence, the Receiving Party shall not be liable in damages for any disclosure of Confidential Information pursuant to judicial decree or government regulation.
- H. Confidential Information of the Parties does not include the terms of this Agreement, any Documents attached to this Agreement, any Purchase Orders issued pursuant to this Agreement, or the fact of the existence of the Parties' Agreement, any Documents attached thereto, or any Purchase Orders issued pursuant to the Parties' Agreement. The Parties' Agreement, any Documents attached thereto, or any Purchase Orders issued pursuant to the Parties' Agreement shall be deemed public records pursuant to the California Public Records Act.
- I. The confidentiality obligations of each Party under this Agreement will survive any expiration or termination of this Agreement for a period of three years after receipt of such Confidential Information.
- J. The rights, duties and obligations of the Parties with respect to all Confidential Information disclosed before the date of this Agreement in contemplation of the execution of this Agreement shall be as set forth in this Article.

### Article 16 - Publicity

- A. During or after the term of this Agreement, the Reseller shall not release any information (other than to its subcontractors on a need to know basis for purposes of performance under this Agreement and subject to the terms of this Agreement), including news releases, publicity, promotional, marketing, or other materials, media, or activities, any name, trade name, trademark, service mark, logo, or any other designation relating to the Customer, its Affiliates, or this Agreement, without the Customer's prior written approval and compliance with any terms and conditions related to such use which the owner of the mark provides to the other Party.
- B. Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever.

### Article 17 - Insurance

- A. Reseller represents that it now carries, and agrees it will continue during the term of the Purchase Order to carry, as a minimum, insurance as listed below:

Type of Coverage	Limits of Liability
1. Worker's Compensation	Statutory
2. Employers' Liability	\$1,000,000 Bodily Injury by Accident or Disease, per person
3. Commercial General Liability including:	
• General Aggregate-Other than Prod/Completed Operations	\$2,000,000
• Products/Completed Operations Aggregate	\$2,000,000
• Bodily Injury and Property Damage	\$1,000,000 Per Occurrence
• Personal and Advertising Injury	\$1,000,000 Per Person/Organization
4. Automobile Liability Insurance (owned, hired, and non owned)	
Bodily Injury and Property Damage	\$1,000,000 Each Accident Single Limit
5. Excess/Umbrella Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate
6. Errors & Omissions Technology & Internet	\$5,000,000 Aggregate \$5,000,000 Each Erroneous Act
7. Commercial Crime Policy, including:	
• Employee Theft	\$500,000
• Outside the Premises	\$10,000
• Computer Fraud	\$100,000

## Reseller Agreement

- B. Prior to the start of on-site Services, and at each subsequent policy renewal date, Reseller shall furnish one (1) insurance certificate to Customer for the foregoing coverages as proof of such insurance. The certificate shall include:
1. Name of insurance carrier, policy number and expiration date;
  2. This Agreement number, or statement of blanket applicability;
  3. The coverages required, whether on the basis of claims made or per occurrence, and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of Reseller);
  4. A statement that Customer and their respective officers, directors, employees and agents are additional insureds on Commercial General Liability; and
  5. All policies required by this Agreement shall be written by insurance carriers licensed to do business in the state in which the service is performed.
- C. The coverage may not be canceled, altered or permitted to lapse or expire without thirty (30) days' advance written notice to Customer, except in the case of cancellation for insurance premium non-payment, in which case Customer shall be notified ten (10) calendar days prior to such cancellation.
- D. Simultaneously with the execution of this Agreement, annually thereafter during the Term of this Agreement, and each time a change is made in any insurance policy or insurance carrier, Reseller will furnish to Customer a certificate of insurance evidencing compliance with this Article (including evidence of renewal of insurance) and the listed insured and additional insureds.

### Article 18 - Laws, Regulations and Permits

- A. Reseller shall at all times comply with all applicable federal, state and local laws, ordinances, statutes, rules or regulations including but not limited to those relating to wages, taxes, hours, environmental, fair employment practices, equal opportunity, antidiscrimination, safety, fire prevention and working conditions.
- B. Export of Products by Customer is subject to applicable US export regulations and Customer shall be solely responsible for compliance thereof.

### Article 19 - Assignment and Subcontracting

- A. Neither Party may assign, subcontract, or transfer the Agreement or any part thereof without the other Party's prior written consent, and any such assignment or transfer without such consent shall be null and void. However, either Party will have the right to assign this Agreement and its rights and obligations under it, in whole or in part, to any present or future Affiliate or to any entity which acquires from it the operating assets to fulfill its obligations under this Agreement.
- B. Notwithstanding Customer's written consent to a proposed subcontract, Reseller shall remain responsible for all subcontracted Product and the payment therefor, and Reseller shall be fully liable to Customer for the acts and omissions of any subcontracted entity, their agents, representatives and persons directly or indirectly employed by them as Reseller is for the acts and omissions of Reseller's own employees.
- C. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns permitted by this Agreement.

### Article 20 - Authorized Representatives and Notices

- A. Contract Representatives, Notices
1. Any notice or demand under the terms of this Agreement which must be made in writing shall be sent by facsimile, certified or registered mail, delivered by hand via a nationally recognized overnight carrier, or sent by Email with receipt confirmation addressed to the Contract Representatives named below. The effective dates of such notice shall be (1) upon evidence of successful facsimile or Email transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters, or (3) when delivered, if in person or by overnight carrier.
  2. The Contract Representatives are designated as follows:

Customer:	Reseller
County of Monterey d/b/a Natividad Medical Center Contracts/Purchasing 1441 Constitution Boulevard	Contracts Department SHI International Corp. 290 Davidson Avenue Somerset, NJ 08873

## Reseller Agreement

Customer:	Reseller
Salinas, CA 93906	Email: contracts@shi.com

3. The Contract Representatives shall have the authority to accept service of commercial notices and other contractual correspondence that a Party desires to give or is required to be given under this Agreement. Either Party may change its Contract Representative designee by giving the other Party prior written notice thereof

### Article 21 - Force Majeure

- A. Neither Party to this Agreement shall be liable to the other for any failure or delay in performing its obligations hereunder, or for any loss or damage resulting therefrom, due to: (1) acts of God or public enemy, acts of government, riots, terrorism, fires, floods, strikes, lock outs, epidemics, act or failure to act by the other Party, or unusually severe weather affecting Customer, Reseller or its subcontractors, or (2) causes beyond their reasonable control and which are not foreseeable (each a "Force Majeure Event"). In the event of any such Force Majeure Event, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. The Party experiencing the delay shall be prompt in restoring normal conditions, establishing new schedules and resuming operations as soon as the event causing the failure or delay has ceased. Reseller shall notify Customer promptly of any such delay and shall specify the effect on the Product as soon as practical.
- B. Notwithstanding any of the foregoing to the contrary, neither Party shall be excused from those obligations not directly affected by a Force Majeure Event, and if the Force Majeure Event is caused by a Party's failure to comply with any of its obligations under this Agreement or by such Party's negligence or omission, there shall be no relief for such Party from any of its obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, if the delay or interruption of performance resulting from a Force Majeure Event exceeds thirty (30) days, then the Party receiving the delayed performance may terminate this Agreement upon ten (10) business days' notice to the other Party.

### Article 22 - Termination

- A. Termination for Convenience
1. Either Party may terminate this Agreement, without cause and for its own convenience, by giving the other Party a written "Notice of Termination for Convenience," specifying the extent to which this Agreement is terminated and the date upon which such termination becomes effective. Such notice shall provide a minimum of thirty (30) days' notification before the termination is effective.
  2. After receiving such a "Notice of Termination for Convenience" and except as otherwise directed by Customer's Contract Representative, Reseller shall:
    - a. stop the Services on the date and to the extent specified in the termination notice; and
    - b. place no further purchase orders for Products, except as may be necessary for completing such portions of the Purchase Orders which have not been terminated.
- B. Termination for Default
- C. In the event that Customer or Reseller: (a) breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after it has been notified by the other Party thereof; (b) becomes insolvent; (c) files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within thirty (30) days after such stay becomes effective); (d) has a receiver appointed with respect to all or substantially all of its assets; (e) makes an assignment for the benefit of creditors; or (f) ceases to do business in the ordinary course, the other Party may terminate this Agreement immediately upon written notice thereof.
- D. Non-Appropriations. Notwithstanding anything contained in this Agreement to the contrary, if insufficient funds are appropriated, or funds are otherwise unavailable in the budget for County for any reason whatsoever in any fiscal year, for payments due under this Agreement, County will immediately notify Reseller of such occurrence, and this Agreement shall terminate after the last day during the fiscal year for which appropriations shall have been budgeted for County or are otherwise available for payments.
- E. An Purchase Order may be cancelled as follows:
1. Customer shall have the right to cancel or postpone, in whole or in part, any Purchase Order, without penalty, provided that notice of such cancellation or postponement is received by Reseller prior to shipment of the ordered Products.



## Reseller Agreement

2. If Customer cancels an Purchase Order following shipment of the Products but prior to delivery, Customer shall pay all freight and handling charges for shipment and return shipment of such Products to Reseller. All returns shall be made in accordance with Reseller Return Policy.
3. Notwithstanding the foregoing, any such cancellations shall be subject to charges imposed by the OEM/Distributor associated with cancellation.

provided the Purchase Order or some part thereof has not been designated "non-cancellable" or "non-returnable", in which case the Purchase Order, or the part thereof which is non-cancellable or non-returnable may not be cancelled, once the Purchase Order is received by Reseller.

- F. Termination of this Agreement shall not affect the obligations of Customer or Reseller under any existing Purchase Order issued under this Agreement, and such Purchase Order shall continue in effect as though this Agreement had not been terminated, and was still in effect with respect to such Purchase Order.
- G. The Parties' rights and remedies set forth in this Article are not exclusive, and are in addition to any other rights and remedies provided at law, in equity, or under this Agreement.

### **Article 23 - Notice of Changes to Documents**

The Parties represent that neither Party has made any change to any documents constituting the Agreement that have not been brought to the attention of other Party via a redlined document, e-mail correspondence nor other means reasonably calculated to put the other Party on notice of the change. Any such change shall render this Agreement terminable for breach by the other Party, at that Party's discretion, even if that Party has executed the Agreement.

### **Article 24 - No Waiver**

Any failure by either Party to insist upon observance or performance by the other of the provisions of this Agreement shall not be deemed a "course of dealing" waiver of any such provision or a waiver of the right of the Parties to enforce any and all provisions in the future. No waiver shall be binding unless it is in writing and signed by the Parties' Contract Representative. Any written waiver shall apply only to the specific default or to the instance specified, and a waiver of any default shall not be deemed a waiver of any other default, whether or not similar to the default waived.

### **Article 25 - Severance**

Should any of these terms and conditions be declared unenforceable in law for whatever reason, all other terms and conditions shall survive and the unenforceable provision(s) will be severed from these terms and conditions and the balance of the terms and conditions shall be binding on both Parties as if the severed provision(s) had never existed, unless performance thereof is rendered legally impractical and no longer fulfills the intentions this Agreement.

### **Article 26 - Claims/Disputes/Governing Laws**

- A. This Agreement, any Purchase Order thereunder, and any claims or disputes arising out of or relating thereto shall be governed by the laws of California, excluding: (1) conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; and, (3) the Uniform Computer Information Transactions Act ("UCITA"). The Parties hereby consent to the exclusive jurisdiction of the state and federal courts of the State of California and venue in Monterey County in connection with any dispute or other matter arising out of this Agreement.
- B. Any claim or dispute which either Party may have against the other, arising out of this Agreement shall be presented by the claimant in writing to the other Party not later than ninety (90) calendar days after circumstances which gave rise to the claim or dispute have taken place or become known to the claimant, whichever is later. The claim or dispute shall contain a concise statement of the question or dispute, together with relevant facts and data to fully support the claim.
- C. In the event of any such claim or dispute, the Parties' Contract Representatives shall use their best efforts to negotiate a settlement.
- D. Except as expressly stated in this Agreement, the Parties' rights and remedies hereunder shall be cumulative and not exclusive of each other, shall be in addition to all other rights and remedies at law or in equity, and may be pursued separately or concurrently as the aggrieved Party determines.
- E. The exercise of any one remedy shall not be construed to prohibit either Party from pursuing any and all other remedies that may be available at law, in contract, or in equity.

Reseller Agreement

Article 27 - Survival of Obligations

The obligations of the Parties in the following Articles herein shall survive termination, cancellation or expiration of this Agreement:

- Article 6 - Rights in Deliverables
- Article 11 - Representations and Warranties
- Article 12 - Indemnification
- Article 14 - Limitation of Liability
- Article 15 - Confidential Information
- Article 26 - Claims/Disputes/Governing Laws

Article 28 - Execution

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute the Agreement when a duly authorized representative of each Party has signed a counterpart.

Article 29 - Entire Agreement


- A. This Agreement and fully executed Purchase Order(s) pursuant to this Agreement shall constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement and the Purchase Order(s) shall not be modified or rescinded, except by a writing signed by Reseller and Customer.
- B. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written communications and understandings of the Parties with respect to the subject matter of this Agreement.

Authorization

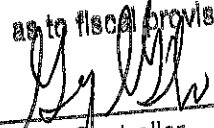
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first above written.

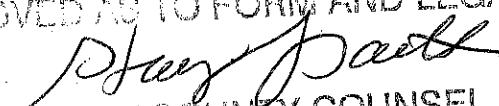
COUNTY OF  
MONTEREY, on behalf  
of NATIVIDAD MEDICAL  
CENTER

SHI International Corp.

By:   
 \_\_\_\_\_  
 Authorized Signature  
 Henry Wris  
 \_\_\_\_\_  
 Name  
 CEO  
 \_\_\_\_\_  
 Title  
 4/18/13  
 \_\_\_\_\_  
 Date

By:   
 \_\_\_\_\_  
 Authorized Signature  
 Natalie Slowik  
 \_\_\_\_\_  
 Name  
 Contract Specialist  
 \_\_\_\_\_  
 Title  
 3/13/13  
 \_\_\_\_\_  
 Date

Reviewed as to fiscal provisions  
  
 \_\_\_\_\_  
 Auditor-Controller  
 County of Monterey  
 4-24-13

APPROVED AS TO FORM AND LEGALITY  
  
 \_\_\_\_\_  
 DEPUTY COUNTY COUNSEL  
 COUNTY OF MONTEREY

## Attachment 2

Quotes (Exhibits A through U)

and

Related Software Maintenance Agreements per Vendor

## Summary Exhibits List by Vendor

Exhibit	Company/Quote	Price	Support End Date	Service description
Exhibit A	SHI Quote-6408823 - SmartNet 24x7x4hr	\$122,923.00	4/30/2016	Technical support and 24x7 4 hour equipment replacement on Voice gateways (VG224) for Patient rooms and Fax machines, PRI Routers (AT&T phone lines), Core routers and switches (65133), Nexus data center switches
Exhibit B	SHI Quote-6404963 - Cisco SmartNet 8x5xNBD	\$269,049.00	4/30/2016	Technical support and 8x5xNBD hour equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches,
Exhibit C	SHI Quote-6408736 - Cisco Unified Communications 8x5xNBD	\$14,253.00	4/30/2016	Technical support and 8x5xNBD equipment replacement on large screen video conferencing phones
Exhibit D	SHI Quote-6408706 - CiscoWorks Call Manager server software	\$20,634.00	4/30/2016	Application and technical support for VoIP server software - Cisco Unified Call Manager
Exhibit E	SHI Quote-6405066 - CiscoWorks 1000 Licenses	\$22,165.00	4/30/2016	Application, technical support, and software upgrades for Wireless Management System
Exhibit F	SHI Quote-6408791 - Cisco SmartNet 24x7 - 4hr	\$4,327.00	4/30/2016	Technical support and 24x7 4 hour equipment replacement on Cisco physical servers that run our VoIP software
Exhibit G	SHI Quote-6408665 - Cisco Unified Communications Technical Support	\$90,750.00	4/30/2016	VoIP client access licenses
Exhibit H	SHI Quote-6167950 - Cisco UCCS Upgrade	\$37,068.00	4/30/2016	Future entitlement to upgrading All Cisco Unified VoIP services to most current version
Exhibit I	SHI Quote-6405061 - CiscoWorks Software	\$5,019.00		Application, technical support, and software upgrades for Authentication manage system for all Cisco devices
Exhibit J	SHI Quote-4833116 - Cisco Contract Number: 92333712 Service Level: SMARTnet Premium 24x7x4 (SNTPI) - Retro active payment required	\$75,544.00	10/20/2012	Remote support for network equipment 8x5xNBD Technical support and equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches,
Exhibit KI	SHI Quote-4833131 Cisco Contract Number: 923338623 Service Level: SMARTnet 8x5xNBD(SNT) - Retro active payment required	\$72,358.00	9/18/2012	Remote support for network equipment 24x7x4 Technical support and equipment replacement on department access switches, firewalls, Routers, wireless controllers, Storage Area Network switches,
<b>VMware</b>				
Exhibit L	SHI Quote-6398666 - VMware support for all VMware software at NMC	\$88,445.00	5/27/2015	24x7x365 support for VMware software (Virtual Servers, Virtual Desktops, and Management software)
Exhibit M	SHI Quote-5279146 - VMware contract 30760347 for production support - Retro active payment required	\$19,150.00	5/17/2015	VMware Contract 30760347 Production Support/Subscription for VMware View 4 Enterprise Bundle 100-Pack
<b>Fontware</b>				
Exhibit N	SHI Quote-6378383 - 18 new licenses and co-terminated maintenance until	\$16,359.98	7/31/2015	24x7x365 new licenses for Meditech multifray printing software and co-terminated support
Exhibit O	SHI Quote-5546465 - software maintenance on meditech multifray printers - Retro active payment required	\$11,788.45	6/3/2015	24x7x365 new licenses for Meditech multifray printing software and co-terminated support

# BMC (Numara Footprints)

Exhibit P	SHI Quote-6378331	\$37,128.65	1/27/2016	24x7x365 maintenance on incident management and IT service desk system
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# Symantec

Exhibit Q	SHI Quote-6337818	\$49,787.50	4/29/2016	24x7x365 support and updates on anti-virus software used to protect hospital information.
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# Solarwinds

Exhibit R	SHI Quote-6331573 - Netflow and performance monitor	\$19,484.60	3/3/2015	24x7x365 maintenance on server, network, and application monitoring system used for Meditech and other critical applications.
Exhibit S	SHI Quote-6336841 - solarwinds maintenance	\$8,741.88	3/3/2015	24x7x365 maintenance on server, network, and application monitoring system used for Meditech and other critical applications.

# RSA

Exhibit T	SHI Quote-5264169 - RSA Contract Number 40290377 Enhanced Appliance Maintenance 36 Month - Retro active payment required	\$2,500.00	5/31/2015	24x7x365 maintenance on security software used for Meditech and other critical applications remote access.
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# LANDesk

Exhibit U	SHI Quote-6389716 - LANDesk support - 3 Year	\$81,000.00	3/30/2016	24x7x365 maintenance on software administered deployment systems
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10% Contingency amount for price changes from time of quote to final order or other changes as necessary.		\$997,526.06
Sub Total		\$99,752.61
10% Contingency amount for price changes from time of quote to final order		\$1,097,278.67
<b>Total</b>		<b>\$1,097,278.67</b>

## CISCO Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibits A, B, C, D, E, F G, H, I, J and K.

Quotes Immediately Following

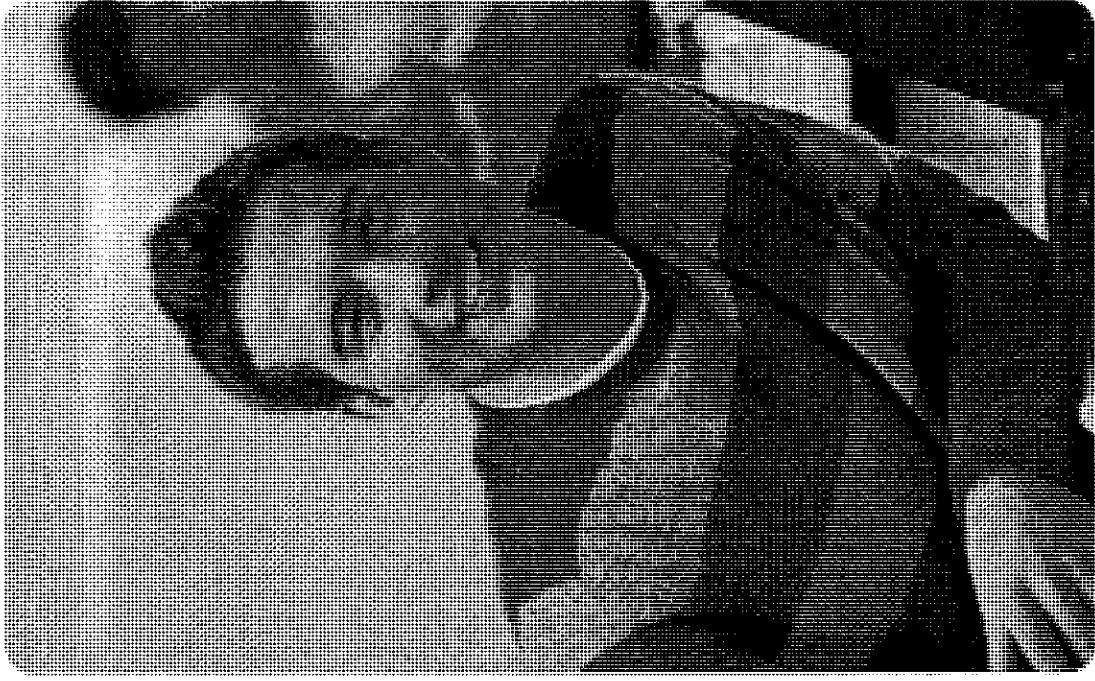
[Contents](#)[Cisco SMARTnet  
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## Cisco Warranty Compared to Cisco Service Contract

### What is included in a Cisco warranty?

Warranties provide short-term limited liability for Cisco to repair and/or replace defects in Cisco products. They are limited in both the duration and the support they offer, and most warranties do not include Cisco TAC support, software updates, or any of the additional benefits obtained under a support service contract. It is the responsibility of Cisco to repair and/or replace the Cisco product within the time frame specified in the warranty card that accompanied the originally purchased Cisco product. Elements covered under a typical Cisco warranty are:

- **Hardware:** This guarantees that the piece of hardware will be free of defects in material and workmanship under normal use, or it will be replaced by Cisco in the designated time period.
- **Software:** This guarantees that the physical media are free from defects or they will be replaced by Cisco. The warranty is explicitly "as is," and no new releases are included.

[> Continued](#)



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Cisco SMARTnet Service Overview

Features and Benefits

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If a product is already covered under the standard Cisco warranty, why should I buy Cisco SMARTnet Service during the warranty duration?

The Cisco SMARTnet Service provides more robust levels of support than are available under a Cisco warranty (see Table 7). For most products, Cisco warranties are limited in duration (detailed specifically by product type) compared to Cisco SMARTnet Service. Features available under a Cisco SMARTnet Service contract that are not covered under a warranty are:

- Rapid replacement of hardware in NBD, 4-hour, or 2-hour dispatch options (restrictions apply; see Cisco SMARTnet data sheet for additional information, as well as Return for Repair on select video products)
- Continuous technical support through the Cisco TAC
- Latest OS updates, including both minor and major releases within the licensed feature set
- Registered access to online self-help resources and tools
- Proactive troubleshooting and alerts for Call Home – capable devices

Table 7. Cisco SMARTnet Service Compared to Warranty

Equipment Covered	Duration	Hardware Replacement	Cisco OS Updates	Cisco TAC Support	Registered Access to Cisco.com	Smart Call Home – Diagnostics and Alerts
Cisco SMARTnet Service	Renewable contracts	Advance hardware replacement: • 24x7x2 hour • 24x7x4 hour • 8x5x4 hour • 8x5xNBD Onsite options available  Other: • RFR <sup>2</sup>	Yes, updates within the licensed feature set <sup>3</sup>	Yes	Yes	Yes
Cisco Standard Hardware Warranty	Standard hardware: 90 days Standard software: 90 days <sup>4</sup>	Advance replacement (10 days) <sup>5</sup>	No <sup>4</sup>	No	No	No

1. Some equipment exclusions might apply; consult a service sales representative for more details.

2. Return for Repair on select video products only.

3. Some products come with different warranties. Please see [www.cisco.com/go/warranty](http://www.cisco.com/go/warranty) for more information.

4. Warranty only makes sure that software media is defect free and the software substantially conforms to published specifications.

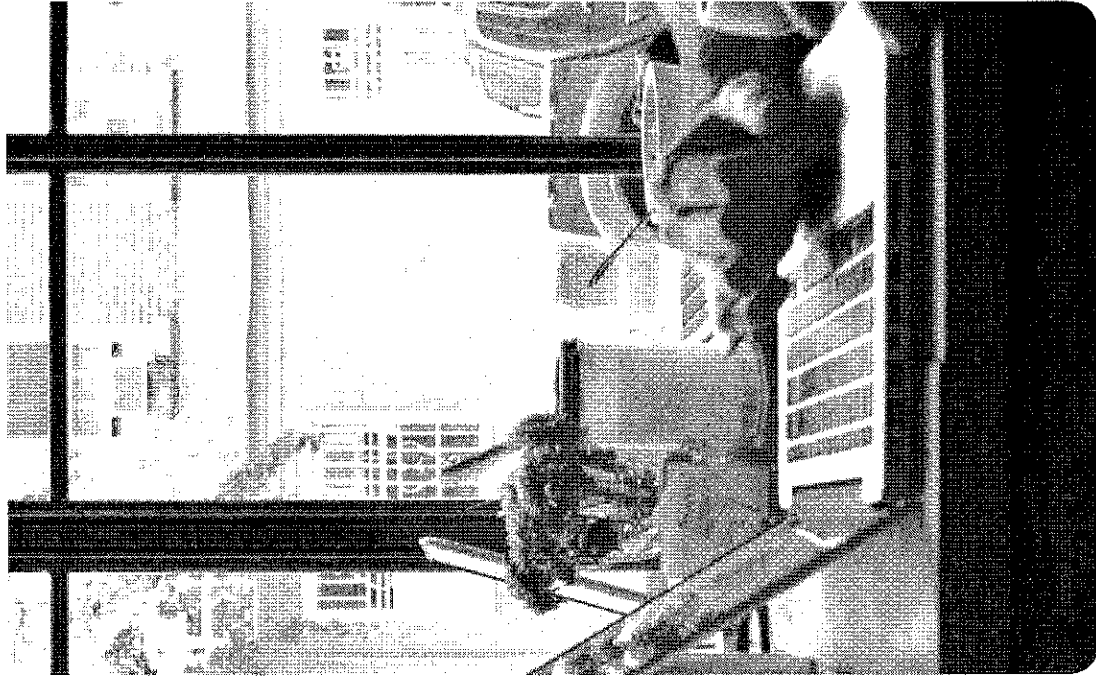
5. Cisco Unified Computing System also includes ongoing downloads of BIOS, drivers, firmware, and Cisco Unified Computing System Manager (Cisco UCSM).

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### How does Cisco SMARTnet Service help support the life of my network?

Cisco SMARTnet Service helps maintain network health to keep your network available, secure, and operating efficiently by:

- Keeping your networking technology up-to-date with the latest OS software features and system improvements within your licensed feature set
- Supplementing your network support organization to help ensure the availability of the knowledge and skills necessary to address rapidly changing technologies
- Providing access to knowledgeable resources and tools for rapid resolution of issues
- Eliminating the challenges of carrying replacement hardware in inventory and delivering them to remote sites
- Providing optional trained field engineering resources to perform replacement services when and where you need them
- Troubleshooting Call Home-capable devices in real time and reporting details back to you



[Contents](#)

[Cisco SMARTnet Service Overview](#)

[Features and Benefits](#)

[Comparison to Other Services](#)

[Warranty Compared to Service Contract](#)

[Availability and More Information](#)

## Availability

### Where is Cisco SMARTnet support available?

Cisco SMARTnet support is available throughout the world with some service-level exceptions in Europe, Middle East, Africa, Asia, and Latin America. Cisco is continually expanding its service areas and has more than 1 100 service depots in operation. In addition, the Cisco Service Availability Matrix (SAM) tool can be used to verify the available product services worldwide.

## More Information

### Where can I find more information about Cisco SMARTnet Service?

You can find more information about Cisco SMARTnet Service at [www.cisco.com/go/smartnet](http://www.cisco.com/go/smartnet).

### Are there other Cisco Services that provide technical support?

Yes, there are other Cisco Services that provide technical service and support and may be appropriate for your company, depending on the size of your business and the technologies you are currently implementing. View more information about Cisco Technical Services.



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**Americas Headquarters**  
Cisco Systems, Inc.  
San Jose, CA

**Asia Pacific Headquarters**  
Cisco Systems (USA) Pte. Ltd.  
Singapore

**Europe Headquarters**  
Cisco Systems International BV  
Amsterdam,  
The Netherlands

Cisco has more than 200 offices worldwide. Addresses, phone numbers, and fax numbers are listed on the Cisco Website at [www.cisco.com/go/offices](http://www.cisco.com/go/offices).

Cisco and the Cisco logo are trademarks or registered trademarks of Cisco and/or its affiliates in the U.S. and other countries. To view a list of Cisco trademarks, go to this URL: [www.cisco.com/go/trademarks](http://www.cisco.com/go/trademarks). Third party trademarks mentioned are the property of their respective owners. The use of the word partner does not imply a partnership relationship between Cisco and any other company. (110R) C67-713626-00 0812



## Service Description: SMARTnet and SMARTnet Onsite Services

This document describes Cisco's SMARTnet and SMARTnet Onsite Services.

**Related Documents:** This document should be read in conjunction with the following documents also posted at [www.cisco.com/go/service-descriptions/](http://www.cisco.com/go/service-descriptions/): (1) Glossary of Terms; (2) List of Services Not Covered; and (3) Severity and Escalation Guidelines. All capitalized terms in this description have the meaning ascribed to them in the Glossary of Terms.

**Direct Sale from Cisco.** If you have purchased these Services directly from Cisco, this document is incorporated into your Master Services Agreement (MSA) with Cisco. In the event of a conflict between this Service Description and your MSA, this Service Description shall govern. All capitalized terms not defined in the Supplemental Glossary of Terms for SMARTnet and SMARTnet Onsite Services at the end of this document have the meaning ascribed in the MSA or equivalent services agreement executed between you and Cisco.

**Sale via Cisco-Authorized Reseller.** If you have purchased these Services through a Cisco-Authorized Reseller, this document is for description purposes only; is not a contract between you and Cisco. The contract, if any, governing the provision of this Service will be the one between you and your Cisco Authorized Reseller. Your Cisco Authorized Reseller should provide this document to you, or you can obtain a copy of this and other Cisco service descriptions at [www.cisco.com/go/service-descriptions/](http://www.cisco.com/go/service-descriptions/). All capitalized terms not defined in the Supplemental Glossary of Terms for SMARTnet and SMARTnet Onsite Services at the end of this document have the meaning ascribed in the Glossary of Terms at the above URL.

Cisco shall provide the SMARTnet and SMARTnet Onsite Services described below as selected and detailed on the Purchase Order for which Cisco has been paid the appropriate fee.

### SMARTnet

#### Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.

- Manage problems according to the [Cisco Severity and Escalation Guideline](#).
- Access to Cisco.com. This system provides Customer with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or ship a Maintenance Release to Customer for the Product experiencing the problem.
- Updates where available and where Customer requests these for supported Software.
- If a Feature Set Upgrade is licensed, Customer will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center ([www.cisco.com/software](http://www.cisco.com/software)) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. Customer can, however, purchase additional copies from Cisco.
- **Specific to Cisco's Unified Computing Systems ("UCS") products only,** Cisco TAC will assist Customer with Product and Third Party Software integration questions for Software that is listed on Cisco.com as certified to be interoperable with the Cisco UCS platform. During the course of troubleshooting, if Cisco determines the problem resides with the listed Third Party Software, then, upon request, Cisco will assist Customer in opening a case with Third Party Supplier, subject to any support agreement in place between Customer and Third Party Supplier.

To the extent it can, Cisco will assist Third Party Supplier in its response and resolution of the Customer's case. If Customer elects to open a case directly with Third Party Supplier, upon request, Cisco will provide relevant case information to Third Party Supplier.

### Hardware Replacement and Onsite Service

#### Cisco Responsibilities:

Cisco shall provide Customer with the Hardware Replacement Services and/or Onsite Services that Customer has selected and detailed in Parts I, II and III below and where available.

Hardware Replacement and Onsite Services are subject to geographic and weight restrictions depending upon Customer's location. Customer may check availability by accessing Cisco's Service Availability Matrix at: <http://tools.cisco.com/apl/c/sam/search.do>. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at Customer's expense. Chassis and line card Hardware Replacement Service must be at the same level of coverage. Cisco will provide Customer with Hardware Replacement(s) that are either new or equivalent to new unless otherwise state below.

#### Part I - SMARTnet Advance Replacement Services

- SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.
- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If Customer make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 8x5xNext Business Day: Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If Customer make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time.

Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

#### Part II - SMARTnet Return For Repair (Not applicable for all Cisco products)

- Cisco will provide Return for Repair services whereby Customer returns failed Hardware to Cisco for repair. Cisco will provide the following service as selected and purchased by the Customer:
- **Repair.** Failed Hardware is repaired or replaced/exchanged. All applicable engineering changes orders (ECO) are incorporated and the unit is fully tested to Cisco published specifications. Cosmetic repairs are performed in accordance with Cisco's or the Customer's defined cosmetic repair standard as mutually agreed upon, replacing any cracked, scratched or damaged covers as required. Additional charges may apply if Cisco determines the failed Hardware is beyond economic repair or no problem is found.
- Cisco will use commercially reasonable efforts to repair failed Hardware and ship repaired Hardware to Customer within thirty (30) days from receipt of failed Hardware by Cisco.
- On receipt of failed Hardware returned under an RMA number, a receipt notification e-mail or fax will be sent to Customer confirming receipt of failed Hardware and quantities received.

#### Part III - SMARTnet Onsite Support Services

- SMARTnet Onsite 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet Onsite 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.
- SMARTnet Onsite 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.
- SMARTnet Onsite 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that onsite Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second

Business Day will be provided for calls placed after 3:00 p.m. Depot Time). Where Next Business Day delivery of the parts is not available, same day shipping will be provided. Cisco will provide onsite support upon arrival of the parts

**Part IV - Drive Retention Service (applicable for UCS products only)**

- In the event Customer purchases this Service, if, during the course of troubleshooting a Unified Computing System (UCS) problem, Cisco Technical Assistance Center (TAC) determines the problem resides with a UCS Drive, Cisco authorizes Customer to retain the defective drive provided that the Customer completes and returns to Cisco a Certificate of Destruction.

**Customer Responsibilities:**

The provision of the Service options assumes that Customer will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls Customer places.
- Provide, at Customer's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between Customer and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- Provide thirty (30) days Notice to Cisco of any requested addition(s) to Customer's Equipment List.
- Notify Cisco, using Cisco.com, of Product on the Equipment List which Customer has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to Customer beginning thirty (30) days after receipt of Customer's notification. Cisco will also need Customer to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification. Note: Not applicable for Products supported under Return for Repair Service
- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.
- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where Customer is seeking information from Cisco in connection with Product use. Cisco may also require Customer to provide additional information in the form of location of the Product, city location details and zip code information.

- When requested, provide Cisco with a list of all personnel that Customer has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or ordered via Cisco's PUT. Customer is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary. Note: Not applicable for Products supported under Return for Repair Service.
- Use the latest release of Software, where Cisco advises Customer that this will correct a reported Software problem.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part I and Part II:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure located at [www.cisco.com](http://www.cisco.com).
- For Advance Replacement Services, Cisco will need Customer to provide a new Purchase Order number to Cisco's asset recovery team to facilitate the billing of Product not returned. Customer agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Customer will provide a new Purchase Order prior to Cisco performance of any repairs for which Cisco is not obligated to support as defined under Services Not Covered.
- Customer is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.
- Customer should review receipt notification to confirm the failed Hardware and quantity of product received by Cisco.
- In the case of Return for Repair Service, failed Hardware must be received by Cisco within sixty (60) days of RMA issuance and Customer is responsible for delivering at its expense, the failed Hardware to Cisco's facility safely packaged and undamaged.

Where Customer has purchased the Services detailed under Hardware Replacement and Onsite Service Part III:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.

- Back-up Software Images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or Internet access for the purpose of downloading Software Images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.

Where Customer has purchased the Services detailed under Part IV - Drive Retention Service, customer will also:

- Destroy the defective UCS Drive at Customer's risk and expense and not return the defective drive to Cisco
- Provide Cisco with a Certificate of Destruction within thirty (30) days of receipt of the replacement Product;

otherwise the replacement Product will be charged at the current List Price

**Supplemental Glossary of Terms**

**Certificate of Destruction** means the document, located at [http://www.cisco.com/web/about/doing\\_business/legal/serv/oe\\_descriptions/docs/Drive\\_Retention\\_CoD.pdf](http://www.cisco.com/web/about/doing_business/legal/serv/oe_descriptions/docs/Drive_Retention_CoD.pdf), which shall be signed by an authorized representative of the Customer, certifying that UCS Drive has been destroyed.

**Independent Software Vendor** means a supplier of Third Party Software.

**Third Party Product** means non-Cisco hardware or software Customer has acquired directly from Third Party Supplier that is used within the Unified Computing solution.

**Third Party Software** means software developed by an Independent Software Vendor. This software may include both initial software releases and upgrades/updates developed after initial release by the Independent Software Vendor.

**Third Party Supplier** means a provider of Third Party Product to Customer.

**UCS Drive** means a disk drive from the Cisco Unified Computing System B series or UCS C series only.

APPROVED AS TO FORM  
*Stacy Saeth*  
BERRY COUNTY COUNCIL  
QUALITY MANAGEMENT





**MANUFACTURER'S AUTHORIZATION FORM**

**Date:** October 10, 2012

**To:** Natividad Medical Center  
Natividad Medical Center  
1441 Constitution Blvd.  
Salinas, CA 93906  
General Information: (831) 755-4111

**Subject:** Natividad Medical Center

Cisco Systems, Inc., a company duly organized under the laws of the State of California of the United States, having its principal place of business at 170 W. Tasman Drive, San Jose, CA 95134-1706, USA ("Cisco"), who is a provider of networking products and services, hereby confirms that, as of the date of this letter, SHI ("Reseller") wishes to participate in the Bid or Project stated above and has entered into an Indirect Channel Partner Agreement which entitles Reseller to do the following:

- (1) resell and/or distribute Cisco products and/or services in US to end users within that territory;
- (2) bid, negotiate and conclude a contract with you for the above products/services manufactured or supplied by Cisco. The Reseller is an independent contractor and has no authority to commit and/or bind Cisco or its affiliates in any way.

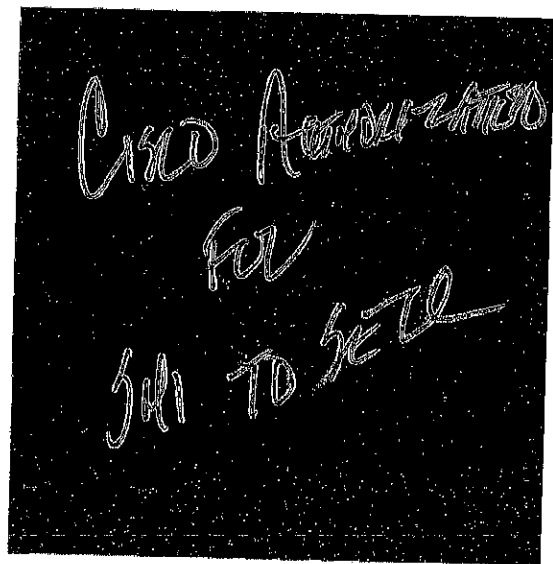
Cisco will, within the scope of its agreement with its authorized channels, provide support and product warranty services for Cisco products obtained through its authorized channels.

[This Authorization shall be as of the date appearing at the top of this letter.][This Authorization shall be as of the date appearing at the top of this letter and for six (6) weeks from such date.]

If you need any additional information, please do not hesitate to contact Jason Colangelo at 978-936-4034. For more information about Cisco's channel partner program, please visit the following URL: <http://www.cisco.com/web/partners/index.html>.

Duly authorized to sign this authorization for and on behalf of: **Cisco Systems, Inc.**

 Brian Fukuhara, V.P., Finance



Cisco Authorized  
For  
SHI TO SELL

## CISCO Quotes

Exhibits A, B, C, D, E, F G, H, I, J and K



EXHIBIT A

Pricing Proposal  
Quotation #: 4833116  
Reference #: BPO 9600 4581-001  
Created On: 9/16/2011  
Valid Until: 9/30/2011

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**Natividad Medical Center**

---

**Michael Cross**  
PO Box 81611  
Attn: Accounts Payable  
Salinas, CA 93912  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

---

**Inside Sales Account  
Manager**

---

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

	<b>Product</b>	<b>Qty</b>	<b>Your Price</b>	<b>Total</b>
1	Cisco SMARTnet Premium - Extended service agreement - replacement - 24x7 - 4 h Cisco Systems - Part#: CON-SNTP-SMS-1000	78	\$843.00	\$65,754.00
2	Cisco SMARTnet Premium - Extended service agreement - replacement - 24x7 - 4 h Cisco Systems - Part#: CON-SNTP-SMS-1	9790	\$1.00	\$9,790.00
			Subtotal	\$75,544.00

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



EXHIBIT B

Pricing Proposal  
Quotation #: 4833131  
Reference #: BPO 9600 4581-001  
Created On: 9/16/2011  
Valid Until: 9/30/2011

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
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Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco SMARTnet - Extended service agreement - replacement - 8x5 - NBD Cisco Systems - Part#: CON-SNT-SMS-1000 Note: SMARTnet 8x5xNBD (Next Business Day) Maintenance Support	75	\$843.00	\$63,225.00
2 Cisco SMARTnet - Extended service agreement - replacement - 8x5 - NBD Cisco Systems - Part#: CON-SNT-SMS-1 Note: SMARTnet 8x5xNBD (Next Business Day) Maintenance Support	9133	\$1.00	\$9,133.00
		Subtotal	\$72,358.00

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

EXHIBIT C



Pricing Proposal  
Quotation #: 6167950  
Created On: 1/2/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

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Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 UWL STD UCSS 1U 3YR SUB Cisco Systems - Part#: L-UCSS-UWL-STD-3-1	662	\$48.00	\$31,776.00
2 UCSS FOR UCM ANALOG USER FOR THREE-1 USE Cisco Systems - Part#: L-UCSS-ANLG-3-1	1	\$5.00	\$5.00
3 UCSS FOR CCX PRE FOR 3YR 1U Cisco Systems - Part#: L-UCSS-CCX-P-3-1	10	\$213.00	\$2,130.00
4 UCSS FOR ENT ATT FOR 3YR INSTANCE Cisco Systems - Part#: L-UCSS-ATT-CUE3-1	3	\$424.00	\$1,272.00
5 UCSS EMERGENCY RESPONDER 3YR 10U EDELIVE Cisco Systems - Part#: L-UCSS-ER-3-10	65	\$29.00	\$1,885.00
		Subtotal	\$37,068.00

**Additional Comments**

Please note the maintenance start and end dates are contingent on when the order is placed.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

EXHIBIT D



Pricing Proposal  
Quotation #: 6405061  
Created On: 3/11/2013  
Valid Until: 4/30/2013

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## Natividad Medical Center

---

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## Inside Sales Account Manager

---

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Software Application Support - Technical support - phone consulting - 1 year - 24x7 - for CiscoWorks Service Management Solution - 1 license Cisco Systems - Part#: CON-SAS-SMS-1	5019	\$1.00	\$5,019.00
		Subtotal	\$5,019.00

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### Additional Comments

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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

EMIRLT E



Pricing Proposal  
Quotation #: 6404963  
Created On: 3/11/2013  
Valid Until: 4/30/2013

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## Natividad Medical Center

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All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco SMARTnet - Extended service agreement - replacement - 8x5 - NBD Cisco Systems - Part#: CON-SNT-SMS-1000	285	\$906.00	\$258,210.00
2 Cisco SMARTnet - Extended service agreement - replacement - 8x5 - NBD Cisco Systems - Part#: CON-SNT-SMS-1	9839	\$1.00	\$9,839.00
		Subtotal	\$268,049.00

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### Additional Comments

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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
 Quotation #: 6405066  
 Created On: 3/11/2013  
 Valid Until: 4/30/2013

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## Natividad Medical Center

---

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 Fax: 1-888-764-8889  
 Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Software Application Support Plus Upgrades (SASU) - Technical support - phone consulting - 1 year - 24x7 - for CiscoWorks Service Management Solution - 1000 licenses Cisco Systems - Part#: CON-SAU-SMS-1000	14	\$906.00	\$12,684.00
2 Cisco Software Application Support Plus Upgrades (SASU) - Technical support - phone consulting - 1 year - 24x7 - for CiscoWorks Service Management Solution - 1 license Cisco Systems - Part#: CON-SAU-SMS-1	9481	\$1.00	\$9,481.00
		Subtotal	\$22,165.00

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### Additional Comments

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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*





Pricing Proposal  
 Quotation #: 6408665  
 Created On: 3/12/2013  
 Valid Until: 4/30/2013

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## Natividad Medical Center

---

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 Fax: 1-888-764-8889  
 Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Unified Communications Essential Operate Service - Technical support - phone consulting - 1 year - 24x7 Cisco Systems - Part#: CON-ESW-SMS-1000	46	\$906.00	\$41,676.00
2 Cisco Unified Communications Essential Operate Service - Technical support - phone consulting - 1 year - 24x7 Cisco Systems - Part#: CON-ESW-SMS-1	9074	\$1.00	\$9,074.00
		Subtotal	\$50,750.00

### Additional Comments

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Support Expires on April 30, 2016.

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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

EXHIBIT H



Pricing Proposal  
Quotation #: 6408706  
Created On: 3/12/2013  
Valid Until: 4/30/2013

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## Natividad Medical Center

---

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---

## Inside Sales Account Manager

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### Amy Tong

1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Software Application Support - Technical support - phone consulting - 1 year - 24x7 - for CiscoWorks Service Management Solution - 1000 licenses Cisco Systems - Part#: CON-SAS-SMS-1000	12	\$906.00	\$10,872.00
2 Cisco Software Application Support - Technical support - phone consulting - 1 year - 24x7 - for CiscoWorks Service Management Solution - 1 license Cisco Systems - Part#: CON-SAS-SMS-1	9762	\$1.00	\$9,762.00
		Subtotal	\$20,634.00

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### Additional Comments

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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
Quotation #: 6408736  
Created On: 3/12/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco Unified Communications Essential Operate Service - Extended service agreement - hardware replacement and software application support - 1 year - 8x5 - NBD Cisco Systems - Part#: CON-ECDN-SMS-1000	5	\$906.00	\$4,530.00
2 Cisco Unified Communications Essential Operate Service - Extended service agreement - hardware replacement and software application support - 1 year - 8x5 - NBD Cisco Systems - Part#: CON-ECDN-SMS-1	9723	\$1.00	\$9,723.00
		Subtotal	\$14,253.00

**Additional Comments**

Support Expires on April 30, 2016.

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
Quotation #: 6408791  
Created On: 3/12/2013  
Valid Until: 4/30/2013

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**Natividad Medical Center**

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**Inside Sales Account  
Manager**

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**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Cisco SMARTnet Onsite Premium - Extended service agreement - replacement - on-site - 24x7 - 4 h Cisco Systems - Part#: CON-OSP-SMS-1	4327	\$1.00	\$4,327.00
		Subtotal	\$4,327.00

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**Additional Comments**

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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



Pricing Proposal  
 Quotation #: 6408823  
 Created On: 3/12/2013  
 Valid Until: 4/30/2013

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**Natividad Medical Center**


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**Michael Cross**

1441 Constitution Blvd.  
 Salinas, CA 93906  
 United States  
 Phone: (831) 755-4111  
 Fax:  
 Email: CrossM@natividad.com

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**Inside Sales Account  
 Manager**


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**Amy Tong**

1301 South MoPac Expressway  
 Suite 375  
 Austin, TX 78746  
 Phone: 1-888-764-8888  
 Fax: 1-888-764-8889  
 Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco SMARTnet Premium - Extended service agreement - replacement - 24x7 - 4 h Cisco Systems - Part#: CON-SNTP-SMS-1000	125	\$906.00	\$113,250.00
2	Cisco SMARTnet Premium - Extended service agreement - replacement - 24x7 - 4 h Cisco Systems - Part#: CON-SNTP-SMS-1	9673	\$1.00	\$9,673.00
			Subtotal	\$122,923.00

**Additional Comments**


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Support Expires on April 30, 2016.

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

## VMware Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibits L and M

Quotes Immediately Following

# VMware Production Support and Subscription Service

## KEY BENEFITS

- Global, 24x7 support for Severity 1 issues.
- Fast response times for critical issues.
- Unlimited number of support requests.
- Remote support.
- Online access to documentation, knowledge base articles, discussion forums and other technical resources.
- Product updates and upgrades.

## Overview

The VMware® Production Support and Subscription Service is designed with your production environments in mind. VMware global support centers are staffed around the clock to provide you access to VMware's industry-leading expertise in virtualization and years of experience supporting virtual infrastructure products in real-world customer environments. VMware is committed to delivering enterprise-class, worldwide support with a single objective in mind: your success.

## Additional Information

Purchase information can be found by dialing one of VMware's toll free numbers and choosing the Sales Option or contacting one of VMware's resellers. Additional information about VMware's support policies and offerings can be found in the Technical Support Guide.

FEATURE	PRODUCTION SUPPORT
Hours of Operation	24x7x365
Length of Service	1, 2 or, 3 years
Product Updates	Yes*
Product Upgrades	Yes*
Products Supported	All products (excluding VMware Fusion™ and VMware Player)
Method of Access	Telephone/Web
Response Method	Telephone/email
Remote Support	Yes
Access to VMware Web Site	Yes
Access to VMware Discussion Forums and Knowledge Base	Yes
Max Number of Technical Contacts per Contract	6
Number of Support Requests	Unlimited
Target Response Times	
Critical (Severity 1)	30 minutes or less; 24x7
Major (Severity 2)	4 business hours
Minor (Severity 3)	8 business hours
Cosmetic (Severity 4)	12 business hours
Business Hours	Monday - Friday
North America & Latin America	6am - 6pm (local time)
Alaska, Hawaii	6am - 6pm (PST/PDT)
South America (NASA)	6am - 6pm (EST/EDT)
Europe, Middle East, Africa (EMEA)	7am - 7pm (GMT/GMT +1)
Asia Pacific, Japan (APJ)	8:30am - 8:30pm (Singapore Time)
Australia/New Zealand	7am - 7pm (Sydney AET)
* Product updates and upgrades are not included with Production Support and Subscription Service for SUSE Linux Enterprise Server (SLES) for VMware.	

Global hours of operation for Gemstone support are Monday-Friday, 8 am - 5 pm PT. Severity 1 issues are responded to on a 24x7 basis.



GLOBAL SUPPORT SERVICES DATASHEET

VMware, Inc. 3401 Hillview Avenue Palo Alto CA 94304 USA Tel 877-486-9273 Fax 650-427-5001 [www.vmware.com](http://www.vmware.com)  
 Copyright © 2012 VMware, Inc. All rights reserved. This product is protected by U.S. and International copyright and intellectual property laws. VMware products are covered by one or more patents listed at <http://www.vmware.com/go/patents>. VMware is a registered trademark or trademark of VMware, Inc. in the United States and/or other jurisdictions. All other marks and names mentioned herein may be trademarks of their respective companies. Item No. VMW-DS-GSS-PRODUCTION-SUPPORT-USLET401

04/12



## VMware, Inc. Support and Subscription Services "SnS" Terms and Conditions

VMware, Inc., a Delaware corporation, or VMware International Limited, a company organized under the laws of Ireland, as applicable ("VMware"), shall provide Technical Support and Subscription Services (as defined herein) (collectively, the "Services") to the Customer, per the terms of this Agreement (the "Agreement") and as set forth at the VMware Support Services Website, at <http://www.vmware.com/support/services/>. The applicable VMware entity, Effective Date, Software, and Services level will be set forth on the applicable enterprise license agreement, SnS order form, Customer's purchase order, or, if Customer has purchased support on a per-incident basis ("Per Incident"), in the registration form completed by Customer upon such purchase (collectively the "Order").

### 1. Definitions.

1.1 "Error" means a failure in the Software to materially conform to the specifications described in the applicable product documentation ("Documentation").

1.2 "Modified Code" means any modification, addition and/or development of code scripts deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Services on the applicable VMware price list.

1.3 "Services Fees" means the fees for Services specified in a corresponding VMware or reseller invoice.

1.4 "Services Period" means the period for which Customer has purchased the Services and any subsequent renewal periods and shall commence: (a) for Software Licenses for which Services are mandatory, on the date the applicable Software License Key(s) are made available for download, and (b) for Software Licenses for which Services are optional, on the date of purchase of the Services.

1.5 "Severity" is a measure of the relative impact an Error has on the use of the Software, as determined by VMware. The following Severity levels apply to all Software:

(a) "Severity One" means Customer's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Customer's mission critical data is at a significant risk of loss or corruption; (ii) Customer has had a substantial loss of service; or (iii) Customer's business operations have been severely disrupted.

(b) "Severity Two" means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) a temporary workaround is available.

(c) "Severity Three" means a partial, non-critical loss of functionality of the software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

(d) "Severity Four" means (i) general usage questions and cosmetic issues, including errors in the Documentation, and (ii) cases opened via email for Zimbra Software.

1.6 "Software" means software offered on the VMware price list, and all components shipped with the Software, including Open Source components.

1.7 "Subscription Services" means the provision of Maintenance Releases, Minor Releases and Major Releases (each defined below), if any, to the Software, as well as corresponding Documentation, to Customer.

(a) "Maintenance Release" or "Update" means a generally available release of the Software that typically provides maintenance corrections or fixes only, designated by VMware by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1) or, for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

(b) "Minor Release" means a generally available release of the Software that (i) introduces a limited amount of new features and functionality, and (ii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

(c) "Major Release," also known as an "Upgrade," means a generally available release of the Software that (i) contains functional enhancements or extensions, and (ii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

1.8 "Technical Support" means the provision of telephone or web-based technical assistance by VMware to Customer's technical contact(s) with respect to installation and Errors, at the corresponding Services level purchased by Customer.

1.9 "Third Party Products" means any software or hardware that (i) is manufactured by a party other than VMware and (ii) has not been incorporated into the Software.





## 2. Service Terms.

**2.1 Provision of Services.** Subject to the terms of this Agreement, VMware shall, during the Services Period, provide Customer with Services at the applicable Services level purchased.

**2.2 End of Availability.** VMware may, at its discretion, decide to retire Software and/or Services from time to time ("End of Availability"). VMware shall post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Services, at <https://www.vmware.com/support/policies/lifecycle.html>. VMware shall have no obligation to provide Services for Software that is outside of the applicable Services life.

## 2.3 Purchase Requirements.

(a) Except as otherwise provided by VMware, Customer may purchase initial Services only for the most current, generally available release of the Software.

(b) Customer must purchase and/or renew Services at the same Services level for all of the Software in a given environment (e.g., Test, Development, QA, and Production).

(c) Except as otherwise provided in the applicable price list, the minimum term for any Services offering is one (1) year.

(d) These Services Terms and Conditions will automatically update to VMware's then-current Services terms and conditions set forth at [https://www.vmware.com/files/pdf/support/support\\_terms\\_conditions.pdf](https://www.vmware.com/files/pdf/support/support_terms_conditions.pdf) upon any renewal of Services.

## 2.4 Exclusions.

(a) Services do not cover problems caused by the following:

(i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by VMware; operation of the Software with other media not in accordance with the manufacturer's specifications; or causes other than ordinary use;

(ii) improper installation by Customer or use of the Software that deviates from any operating procedures as specified in the Documentation;

(iii) Third Party Products, other than the interface of the Software with the Third Party Products;

(iv) Modified Code;

(v) issues relating to Software offered as a Service ("SaaS");

(vi) any customized deliverables created by VMware specifically for Customer as part of consulting services; or

(vii) use of the Software with unsupported tools (e.g., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation; or

(viii) any issue not covered by Technical Support.

Customer may request assistance from VMware for such problems, for an additional fee.

(b) If VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Customer that additional assistance may be obtained by Customer directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

## 2.5 Customer Responsibilities.

VMware's obligations regarding Services are subject to the following:

(a) Customer agrees to receive from VMware communications regarding Services via e-mail, telephone, and other formats (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software).

(b) Customer's technical contact shall cooperate to enable VMware to deliver the Services.

(c) Customer is solely responsible for the use of the Software by its personnel and shall properly train its personnel in the use and application of the Software.

(d) Customer shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware reasonably promptly upon receipt of such request.

(e) Customer is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used, and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory



requirements as applicable before contacting VMware for Technical Support. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

- (f) Customer will have dedicated resources available to work 24X7 on Severity One Errors.

### 3. Services Offerings and Fees.

#### 3.1 Services Fee Terms.

(a) Services Fees are payable on the Effective Date or, in the case of a renewal term, no later than the date of commencement of the applicable Services Period. Services Fees are non-refundable.

(b) If Customer renews or adds a Services offering that has a minimum term of one (1) year, Customer may elect to make Services for all or a portion of its Software licenses coterminous with the renewed or added Services. In such case, VMware will prorate the applicable Services Fees to extend the current Services Period to make it coterminous with such renewed or added Services.

(c) For Software that is licensed on a perpetual basis, if a Customer purchases Services after acquiring the Software licenses, or had elected not to renew Services and later wishes to re-enroll in the Services, Customer must move to the then-current Major Release of the Software and must pay: (i) the applicable Services Fees for the current Services Period; (ii) the amount of Services Fees that would have been paid for the period of time that Customer had not enrolled in the Services, and (iii) a twenty-percent (20%) reinstatement fee on the sum of the Services Fees in (i) and (ii).

(d) In cases where Customer purchases a license to migrate up from one edition of the Software to another (e.g., VMware vSphere Standard to VMware vSphere Enterprise Plus), any unused period of the Services Period on the original license will be converted and used to extend the Services Period for the newly purchased upgraded license. This paragraph (d) shall not apply to enterprise license agreements.

(e) If Customer originally purchased Services from a VMware Authorized Service Provider and is now renewing only Technical Support through such VMware Authorized Service Provider, Customer may purchase Subscription Services separately on a renewal basis directly from VMware. The renewal fee for such Subscription Services shall be as set forth in the applicable price list. "Authorized Service Provider" means a third party that is authorized by VMware to provide first and/or second level Technical Support for the Software.

#### 3.2 Advanced and Complimentary Offerings.

(a) Certain Services (e.g., Business Critical Support and Mission Critical Support) require that Customer also purchase a base level of support. See the applicable price list for details.

(b) VMware may offer complimentary Services, including VMware Complimentary Update Services for certain Software, as more fully described at the VMware Technical Support Services website. "VMware Complimentary Update Services" means the provision of Maintenance Releases and Minor Releases, if any, to Customer. This VMware Complimentary Update Service does not include the provision of any Major Releases.

(c) Services for Software made available under open source licenses may be subject to additional policies located at <https://www.vmware.com/support/policies/opensource.html>.

### 4. Miscellaneous Terms.

**4.1 Payment Terms.** Services Fees are exclusive of any taxes, duties, or similar charges imposed by any government. Customer shall pay or reimburse VMware for all federal, state, dominion, provincial, or local sales, use, personal property, excise, value added, withholding or other taxes, fees, or duties relating to the transactions contemplated by this Agreement (other than taxes on the net income of VMware). All invoices issued hereunder by VMware are due and payable within thirty (30) days of the date of the invoice. Amounts not paid on time are subject to a late charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by applicable law. If payment of any Services Fee is overdue, VMware may also suspend performance until such delinquency is corrected.

**4.2 Limited Warranty.** VMware warrants that the Services to be performed hereunder will be done in a workmanlike manner and shall conform to industry standards. Upon Customer providing VMware with a reasonably detailed written notice to cure within thirty (30) days of occurrence of the nonconformance, VMware will re-perform the Services to achieve commercially reasonable conformance with the above warranty. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS REMEDY WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO NONCONFORMANCE OF SERVICES.

**4.3 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, VMWARE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY,



ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE PRECEDING LIMITATION MAY NOT APPLY TO CUSTOMER. VMWARE'S LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VMWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

**4.4 Termination.** VMware may terminate this Agreement and all Services at any time if (1) it is discovered that Customer is currently in breach of its Software license restrictions, pursuant to Customer's Software license or (2) Customer is in material breach of this Agreement.

**4.5 Data Protection.** Customer acknowledges that correspondence and log files generated in conjunction with a request for Services may contain sensitive, confidential or personal information. Customer is solely responsible for taking the steps it considers necessary to protect such data, including obfuscating the logs or otherwise guarding such information prior to sending it to VMware.

**4.6 Other.** Customer may not assign or delegate this Agreement to any third party without the prior written consent of VMware. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California. This Agreement constitutes the entire agreement of the parties with respect to the provision of the Services by VMware to Customer, and supersedes all prior written or oral communications, understandings and agreements. This Agreement may not be amended except in a written document signed by both parties. Any waiver of the provisions of this Agreement must be in writing to be effective. Except as expressly set forth herein, no terms of any purchase order or other business form that Customer may use will affect the obligations of the parties under this Agreement, and any such purchase order or other business form of Customer which contains additional or conflicting terms is hereby rejected by VMware. Customer agrees that purchase orders do not have to be signed to be valid and enforceable. If any provision of this Agreement is found to be invalid or unenforceable, the remaining terms will continue to be valid and enforceable to the fullest extent permitted by law. The version of the Technical Support Guide found at [https://www.vmware.com/files/pdf/support/tech\\_support\\_guide.pdf](https://www.vmware.com/files/pdf/support/tech_support_guide.pdf) and the policies located at <https://www.vmware.com/support/policies/index/> are the governing versions of such documents/policies; any translation into other languages is for convenience only. VMware may update the Technical Support Guide and support policies periodically, without prior notice.

APPROVED AS TO FORM  
*Tracy S. Delta*  
NOTARY PUBLIC STATE OF CALIFORNIA



VMware, Inc.  
3401 Hillview Avenue (877) 486-9273 main www.vmware.com  
Palo Alto, CA 94304 (650) 427-5001 fax

October 9, 2012

To Whom It May Concern:

Please be advised that SHI is an active and compliant partner in VMware's Reseller Partner Program. SHI has been a member in good standing since 2003. SHI is allowed to resell all VMware products.

Please contact me directly if any additional information is required.

Regards,

Daniel Brodeur

Senior Director of National Partners  
VMware  
4225 Naperville Road  
Lisle IL, 60532

(630) 215-8529  
dbrodeur@vmware.com

VMware Quotes

Exhibits L and M



EXHIBIT L

Pricing Proposal  
Quotation #: 6398686  
Created On: 3/8/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
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**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Production Support/Subscription VMware vCenter Server Heartbeat for 1 vCenter Server VMware - Part#: VCHB-VCMS-P-SSS-C Note: VMWare Instance 115718827	2	\$8,886.00	\$17,772.00
2 Production Support/Subscription for vCenter Server 5 Standard for vSphere 5 VMware - Part#: VCS5-STD-P-SSS-C Note: VMWare Instance 103813797	1	\$3,495.00	\$3,495.00
3 Production Support/Subscription for VMware vSphere 5 Enterprise Plus for 1 processor VMware - Part#: VS5-ENT-PL-P-SSS-C Note: VMWare Instance 103650929	10	\$2,446.00	\$24,460.00
4 Production Support/Subscription for VMware vSphere 5 Enterprise Plus for 1 processor VMware - Part#: VS5-ENT-PL-P-SSS-C Note: VMWare Instance 128817325	20	\$2,123.00	\$42,460.00
5 Production Support/Subscription for VMware View 4 Enterprise Bundle 100 Pack VMware - Part#: VU4-EN-100-P-SSS-C Note: VMWare Instance 81931797	1	\$129.00	\$129.00
6 Production Support/Subscription for VMware View 4 Enterprise Bundle 100 Pack VMware - Part#: VU4-EN-100-P-SSS-C Note: VMWare Instance 81931798	1	\$129.00	\$129.00
		Subtotal	\$88,445.00

**Additional Comments**

All support have been co-termed to end on May 27, 2015

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



EXHIBIT M

Pricing Proposal  
Quotation #: 5279146  
Reference #: BPO 9600 4581-003  
Created On: 3/6/2012  
Valid Until: 3/31/2012

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Production Support/Subscription for VMware View 4 Enterprise Bundle 100 Pack for 1 year VMware - Part#: VU4-EN-100-P-SSS-C <b>Note:</b> Start Date May 18, 2012 - End Date May 17, 2015	1	\$9,575.00	\$9,575.00
2 Production Support/Subscription for VMware View 4 Enterprise Bundle 100 Pack for 1 year VMware - Part#: VU4-EN-100-P-SSS-C <b>Note:</b> Start Date May 18, 2012 - End Date May 17, 2015	1	\$9,575.00	\$9,575.00
3 Production Support/Subscription VMware vCenter Server Heartbeat for 1 vCenter Server VMware - Part#: VCHB-VCMS-P-SSS-C <b>Note:</b> Start Date October 20, 2012 - End Date May 17, 2015	2	\$6,224.00	\$12,448.00
		Subtotal	\$31,598.00
		*Tax	\$2,448.85
		Total	\$34,046.85

\*Tax is estimated. Invoice will include the full and final tax due.

**Additional Comments**

Natividad Hospital Inc - 3 YR Co-term quote to end date May 17, 2015

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

Fontware Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibits N and O

Quotes Immediately Following



**Fontware Professional Services**

**Service Level Agreement  
SUPPORT & MAINTENANCE CONTRACT**

**Contract Number :** FMC12961  
**Contract Term :** 3 Years  
**Contract Effective Date :** 11/07/2012  
**Contract End Date :** 31/07/2015

Between Natividad Medical Center  
Address 1441 Constitution Boulevard  
Salinas  
California CA 93906  
USA

Represented by : Richard Medalen  
Position :

Named : Licensee

And **FONTWARE Limited**  
25 Barnes Wallis Road  
Segensworth East  
Fareham, Hampshire  
PO15 5TT, UK

Represented by : **Fontware Support**

Named: **Fontware**

**ARTICLE 1 :** **General**

In the event that a **Fontware Support and Maintenance Contract** is purchased by the Licensee:

- 1.1 The Licensee shall provide to **Fontware** all company information requested in the Pre Contract Customer Data form. This includes the names of all representatives who, with **Fontware** acknowledgement will serve as points of contact for the **Fontware** telephone advice service. The representatives may be changed from time to time by Contract between the parties.
- 1.2 **Fontware** will provide customer technical support, to the named Licensee representatives, through the **Fontware's** Helpdesk, 9 am - 5 pm UK local time, Monday to Friday exclusive of **Fontware** holidays detailed in Section 1.2.1, within the terms of the Service Level agreed.
  - 1.2.1. Christmas Eve, Christmas Day, New Years Day, Good Friday, Easter Monday, May and August Bank Holidays, other declared UK public holidays.
- 1.3 Support delivery is via electronic mail, telephone or remote access for problems associated with the routine use and operation of the Scheduled Product(s).
- 1.4 Free Minor Product upgrades are included in this agreement.
- 1.5 **Fontware** can provide 'Remote Support' for the Scheduled Product(s). Should the Licensee desire such support, it will be the Licensee's responsibility to install the remote support product on their network and provide **Fontware** rights to access the computer where the Scheduled Product(s) is installed.

**The following services are not covered** by this Contract, however they may be provided by mutual agreement at the request of the Licensee at charges based on **Fontware's** then current price list and as agreed by both parties:

- 1.6 Maintenance of facilities external to the Scheduled Product(s).
- 1.7 Repair or damages resulting from malfunction of external electrical power, air conditioning, water damage, fire damage, burglary, theft, vandalism, civil commotion or war.
- 1.8 Rectification of problems caused by use of Scheduled Product(s) not covered by this Contract.
- 1.9 Supervision of repairs on associated equipment.
- 1.10 Upon request of the Licensee, **Fontware** shall provide additional 'out of contract' on-site support within a mutually agreed time frame between the parties, after the receipt of a signed Purchase Order authorizing the Licensee to be billed for time, material and travel and where telephone support and online support fails to correct any material error, malfunction or nonconformity. For all On-Site Support deemed 'out of contract' travel will be billed to the Licensee on a time and material basis.

**ARTICLE 2 : Fontware Obligations**

Upon timely payment of the applicable fees for products set forth in **Annexe 3 – Scheduled products** hereto, **Fontware** shall provide maintenance and support described below for the Scheduled Product(s), provided in connection with the Support & Maintenance Contract between **Fontware** and the Licensee dated contemporaneously herewith. For the purposes of this Contract, Scheduled Product(s) shall include all new and unmodified releases, updates or versions of Scheduled Product(s) delivered to the Licensee pursuant to this Contract.

2.1 Support and maintenance shall include:

- (a) Assistance necessary to enable the Scheduled Product(s), as originally delivered by **Fontware** to perform in accordance with the Scheduled Product(s) documentation;
- (b) The provision of all Scheduled Product(s) or documentation upgrades or updates, additions, and enhancements made generally available by **Fontware** to its customers who are subject to a support and maintenance agreement;
- (c) Basic Support as set forth in the **Service Levels** section attached hereto and incorporated herein;
- (d) Support with respect to Scheduled Product(s) problems attributable to any defect in the current release, which prevents the Scheduled Product(s) from functioning in accordance with the relevant documentation.

**Support and Maintenance Limitations**

- 2.2 **Fontware's** support and maintenance obligations shall apply solely to (a) the unmodified Scheduled Product(s), (b) to any modification or extension of the Scheduled Product(s) framework that performs on the Licensee's behalf and (c) to the creation or modification of content and/or business objects performed by or under **Fontware's** supervision and direction.
- 2.3 **Fontware** will not provide support and maintenance for (a) any modification or extension of the Scheduled Product(s) framework that has not been performed by **Fontware**, (b) content or business objects created or modified by an entity or person not under the supervision or direction of **Fontware** or (c) a version of the Scheduled Product(s) that has been superseded by a more current release.
- 2.4 The Licensee shall be solely responsible for the integration and reconciliation within its own environment of any and all upgrades, additions, and enhancements provided by **Fontware** hereunder. The Licensee may retain **Fontware**, upon a written acceptance, to perform such services at **Fontware** current hourly rates and cover all travel and accommodation expenses.
- 2.5 Software Upgrades and Updates do NOT apply to manufacturer's major new release versions.
- 2.6 Where manufacturers terms and conditions cover the same terms and conditions as this Fontware contract, the manufacturer's will take precedence - See addendum Warranties, Licences & Manufacturer Definitions for those that may apply

**ARTICLE 3 :                    The Licensee Responsibilities**

- 3.1     The Licensee must have a valid license to use the Scheduled Product(s) from **Fontware**
- 3.2     The Licensee shall notify **Fontware** of any Scheduled Product(s) problem together with complete information concerning the failure, as soon as possible after the problem has occurred.
- 1)     Ensure that all calls are channelled through the nominated representative familiar with the supplied products.
  - 2)     Refer to the user documentation provided with the products, associated software and computer equipment prior to initiating a Technical Support call.
  - 3)     Where appropriate perform diagnostic tests to assist Fontware in problem solving.
  - 4)     Where appropriate provide Fontware with detailed information by telephone, email, fax or post relating to the problem being addressed.
- 3.3     The Licensee will provide **Fontware** with the following:
- 1)     Contact Name responsible for each particular incident;
  - 2)     Remote Access or Direct to the Scheduled Product(s) and computer(s) on which it resides
  - 3)     Adequate working space and facilities (as required);
  - 4)     Access to and use of all information necessary to service the Scheduled Product(s);
- 3.4     The Licensee shall be responsible for security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, as **Fontware** will not be responsible for loss of or altered files, data or programs except where such arises from **Fontware's** (including agents, employees, officers, directors and contractors) gross negligence.
- 3.5     The Licensee agrees to provide an installation environment which meets the specified requirements of the computer on which the Scheduled Product(s) is running particularly in relation to electricity supply, air conditioning, service clearances, cable runs and, in the event that **Fontware** agrees, at the request of the Licensee, to send personnel to the Licensee's premises, safety of the Licensee's and **Fontware's** personnel.
- 3.6     The Licensee agrees to limit use of the **Maintenance Contract** for products that are the subject of this Contract to occasions when the Scheduled Product(s) fails to work as set forth in the user manuals or occasions where the user manuals are unclear.

**ARTICLE 4 : Term and Termination**

- 4.1 Unless sooner terminated, this Contract shall be for a minimum Term of one (1) year from the Effective Date hereof and shall be extended for additional one (1) year terms beginning on the anniversary of that date. The terms, conditions and prices applicable to such additional terms are subject to change at the sole discretion of **Fontware**.
- 4.2 In the event the Licensee fails to make payment of fees hereunder, and such failure is not cured within 30 days, **Fontware** may cancel or suspend its obligations hereunder without further written notice to the Licensee and without further obligation or liability to the Licensee.
- 4.3 Reinstatement of maintenance and support services after termination or failure to renew shall be subject to negotiation between the parties.

**ARTICLE 5 : Limitation of Liability**

**Fontware's** liability for damages pursuant to this Contract shall be limited to the amount of fees paid by the Licensee under this Contract and such liability shall be limited to fees paid for the relevant services giving rise to the liability.

*IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, LOST DATA (OR LABOUR EXPENSES ASSOCIATED WITH RESTORING LOST DATA OR MAKING THE SCHEDULED PRODUCT(S) OPERATIONAL) ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF THE OTHER PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.*

The foregoing provisions of this Support & Maintenance Contract allocate the risks under this Contract between **Fontware** and the Licensee. **Fontware's** pricing reflects this allocation of risk and the limitation of liability specified herein.

**ARTICLE 6 : Payment Terms**

- 6.1 **Fontware** will invoice for the initial annual fee for the **Maintenance Contract** on the Contract Effective Date hereof.
- 6.2 During the Term thereafter, annual fees will be invoiced 30 days prior to the expiration of the previous period.
- 6.3 Maintenance and support for any additional licenses added during a Term shall be invoiced on a pro rated basis as such license fees are incurred. Payment is due within thirty (30) days from the date of each invoice. A 1.5% service charge will be applied to all unpaid balances beginning on the 31st day from date of invoice and continuing monthly thereafter.

**ARTICLE 7 : Miscellaneous**

- 7.1 **Severability.** In the event any one or more of the provisions contained in the Contract is held invalid, illegal, or unenforceable, such invalidity or illegality shall not affect any other portion of the Contract.
- 7.2 **Binding Contract/Assignment.** Neither this Contract nor any right, interest or obligation hereunder will be assigned by either of the parties hereto without the prior written consent of the non-assigning party, except to Affiliates controlling, controlled by, or under common control with such party or any successor in interest to such party. This Contract will be binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7.3 **Amendments/Waiver.** This Contract may be amended, modified, superseded, or cancelled, and any of the terms, provisions, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance.
- 7.4 **Governing Law.** This Contract shall in all respects be governed and construed, and all arbitrations hereunder shall be determined, in accordance with the Law of England and Wales, without regard to its conflicts of laws rules.
- 7.5 **Legal Fees.** In the event of any suit or other proceeding to construe or enforce any provision of this Contract or any other agreement to be entered into pursuant hereto, or otherwise in connection with this Contract, the prevailing party's reasonable attorneys' fees and costs (in addition to all other amounts and relief to which such party or parties may be entitled) shall be agreed in Writing by the other party or parties.
- 7.6 **Jury Trial Waiver.** The parties hereby waive trial by jury in any proceeding, action, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this agreement.
- 7.7 **Excusable Delay.** Neither party shall be liable for failure to perform any of its obligations during any period in which performance is delayed by any cause beyond its reasonable control ("Excusable Delay"), such as fire, flood, war, wind, earthquake, embargo, military authority, labour disputes, riots, sabotage, dockage, epidemics, power shortages, governmental intervention and restrictions, or other cause outside of such party's control, provided that the party suffering such delay promptly notifies the other party of such delay and uses its best efforts to minimize and mitigate such circumstances.
- 7.8 **Independent Contractors.** Each party is acting hereunder as an independent contractor and not as an employee or agent of the other party, and neither shall hold itself out as an agent or employee of the other party or knowingly permit another to rely on such belief. Neither party shall have any right to enter into contracts or commitments on behalf of the other party or to bind it in any respect whatsoever.
- 7.9 **Headings.** The section headings contained in this Contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Contract.
- 7.10 **Entire Contract.** This Contract and the schedules and exhibits attached hereto and referenced herein set forth the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements, arrangements, and understandings related to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by any party hereto that is not embodied in this Contract or in the attachments hereto or the written statements, certificates, or other documents delivered pursuant hereto or in connection with the transactions contemplated hereby, and no party hereto shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

# Fontware™

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- 7.11 **Force Majeure.** Fontware shall not be under any Liability for failures or delays attributable to causes beyond its control.
- 7.12 **Counterparts.** This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together with constitute one and the same instrument.
- 7.13 **Survival.** Any obligations and duties, which by their terms or nature extend beyond the expiration or earlier termination of this Contract (including without limitation the Licensee's obligation to pay all amounts which are due and payable or which the Licensee has agreed to pay), shall survive any such expiration or termination until performed.
- 7.14 **Liability.** Fontware shall use all reasonable endeavours to assist the Customer with any Technical problems submitted under its agreement. However, Fontware shall not be liable in any way for any loss or stoppage arising from failure to respond or to find a resolution to problems submitted under this agreement. Neither shall Fontware be under any liability for failures or delays attributable to causes beyond its control.
- 7.15 **Defaults.** If either party shall be in breach of its obligations hereunder then the other party may forthwith by written notice terminate the Agreement without prejudice to its pre-existing rights. In the event that payment is not made to Fontware by the due date then Fontware shall be under no obligation to provide Technical Support under the terms of this agreement.
- 7.16 **Notice.** Any notice requiring to be served on the customer may be sent by post addressed to the customer at the Installation address set out on the reverse hereof and any notice so sent by prepaid post shall be deemed to have been received by the party to which it is addressed at the time which it would have been delivered in the ordinary course of post.

FONTWARE Limited

Fontware



Represented by :  
Position :

Signature : \_\_\_\_\_

Date Signed: July 2012

Date Signed: \_\_\_\_\_

APPROVED AS TO FORM  
*Stacy Suetta*  
 SENIOR COUNTRY COUNSEL  
 COUNTY OF MONTEREY

## ANNEXE 1

## Service Levels

Support Call Logging Options <sup>1</sup>	<ul style="list-style-type: none"> <li>• Web Portal</li> <li>• Email</li> <li>• Phone</li> </ul>
Response within:	8 Business hours
Additional On Site Days required to achieve fix <sup>4</sup>	Additional charge at current daily rate
Travel Expenses & accommodation if necessary <sup>4</sup>	Additional Charge
Minor Software Updates	Yes
Hardware Replacement (subject to availability from manufacturer)	15 days

### Service Levels Notes

1. Customers named in the Fontware Support & Maintenance Contract will receive a Maintenance Contract Number that must be quoted when logging a support call.
  2. An Incident is defined as a single issue that focuses on one aspect of the service - e.g. use of a specific feature of the product or assistance with a specific problem or error message.
  3. Remote Connection is a 'PC to PC' support solution whereby Fontware Technical Support personnel can connect over the Internet. The customer will provide appropriate access to the System(s) and servers where the product is installed to allow diagnosis and pre-emptive action(s). The Remote support process is defined at the start of the contract.
  4. Where Remote Connection isn't possible or when all remote attempts at a 'fix' have been unsuccessful an on-site fault resolution visit may be deemed necessary.
- Where a flight is required best efforts will be made within the airline schedule(s) to meet any response deadline.
- Standard Fontware daily rate charges will apply with any additional travel expenses including accommodation costs. Costs will be quoted and authorised by the customer beforehand and will be invoiced at cost to the customer.
- Where Hardware is included in schedule of products, Fontware recommend that the appropriate number of spare units be purchased to facilitate immediate "Hot Spares".



**ANNEXE 2**

**SUPPORT & RETURNS**

**LOGGING A SUPPORT INCIDENT**

1. Use **one** of the following methods to log the incident with us supplying the above **Maintenance Contract Number**:
  - Log via web Portal @ [www.fontware.com/support](http://www.fontware.com/support)
  - Send an email to [support@fontware.com](mailto:support@fontware.com)
  - Call the Support Helpdesk on +44 (0) 1489 505075

Please give as much detail as possible as this will enable us to provide better support.

Your call will be Prioritised into 3 classifications: S1 – Critical, S2 - Major, S3 – Non-classified

2. You will receive an email from our Support system containing your unique **Incident Number**.  
All support related emails to Fontware should be sent to [support@fontware.com](mailto:support@fontware.com) and it is essential that you supply the **Incident Number** in the subject, and also with any other communication. This will enable us to easily identify the incident to which your email relates.

Throughout the life of the incident you will be kept informed of progress via email.

Once a resolution to the incident has been reached, an e-mail will be sent to you detailing the required action(s).

Escalations can be sent to [escalations@fontware.com](mailto:escalations@fontware.com)

**LOGGING AN RMA**

If you have processed a support incident which has identified the need to return Hardware then you need to begin the RMA procedure. This will allow return of goods to a specified address quoting the authorized RMA number on the package.

You will be given an RMA Number.

Your goods need to be properly packed and sent via a recorded postal method.

You will be issued with a new Incident Number for processing the RMA.



**ANNEXE 3**

**Scheduled Products - INCLUDED IN THIS CONTRACT**

Original Po reference Number: BPO 9600 4581-005 / SHI PO P00723735

Product Name	Description	Quantity
W-ELP	W-ELP v4 Base Module	1
	W-ELP v4 Base Module Additional Licence	62



# Warranty and Support Services Summary

(effective 01/04/2011)



<b>Warranty</b>														
<b>Hardware</b>	<ul style="list-style-type: none"> <li>Return to factory for repair or replacement (within 12 months)<sup>1</sup></li> </ul>													
<b>Software</b>	<ul style="list-style-type: none"> <li>Only applicable for defect resolution (within 90 days)<sup>2</sup></li> </ul>													
<b>Support Services</b>														
<b>Hardware &amp; Software Installation</b>	<ul style="list-style-type: none"> <li>Fontware will facilitate the installation of hardware and software during the business hours of 09:00 - 17:00 - UK Local Time (excluding national holidays)<sup>3</sup></li> </ul>													
<b>Remote Software Support</b>	<ul style="list-style-type: none"> <li>Qualified Fontware Technical engineers will investigate and resolve incidents</li> <li>On occasions where remote resolution is not possible an onsite fault resolution visit may be deemed necessary<sup>4</sup></li> </ul>													
<b>Software &amp; Firmware Updates</b>	<ul style="list-style-type: none"> <li>Software and firmware updates will be made available and installed as determined by Fontware</li> </ul>													
<b>Hardware Maintenance</b>	<ul style="list-style-type: none"> <li>Hardware problems to be identified remotely</li> <li>Once identified the Fontware RMA procedure is commenced</li> </ul>													
<b>Support Services Engagement</b>														
<b>How to contact</b>	<ul style="list-style-type: none"> <li>Go to <a href="http://www.fontware.com/support">www.fontware.com/support</a> and complete the support ticket form</li> <li>Send an e-mail to <a href="mailto:support@fontware.com">support@fontware.com</a></li> <li>Call the support helpdesk on +44 (0) 1489 505075</li> </ul>													
<b>Hours of operation</b>	<ul style="list-style-type: none"> <li>09:00 – 17:00 (UK Local Time) Monday – Friday (excluding national holidays)</li> </ul>													
<b>Support to include</b>	<ul style="list-style-type: none"> <li>Helpdesk support</li> <li>Minor product updates / releases</li> </ul>													
<b>Service Request Prioritisation</b>	<table border="1"> <thead> <tr> <th>Classification</th> <th>Detail</th> <th>Response Time</th> </tr> </thead> <tbody> <tr> <td>S1</td> <td>Critical incidents</td> <td>1 business day</td> </tr> <tr> <td>S2</td> <td>Major incidents / service requests</td> <td>1 business day</td> </tr> <tr> <td>S3</td> <td>Non classified incidents / information request</td> <td>3 business days</td> </tr> </tbody> </table>	Classification	Detail	Response Time	S1	Critical incidents	1 business day	S2	Major incidents / service requests	1 business day	S3	Non classified incidents / information request	3 business days	
Classification	Detail	Response Time												
S1	Critical incidents	1 business day												
S2	Major incidents / service requests	1 business day												
S3	Non classified incidents / information request	3 business days												
<b>How to escalate</b>	<ul style="list-style-type: none"> <li>Send an email to <a href="mailto:escalations@fontware.com">escalations@fontware.com</a></li> <li>Contact the Support Manager on +44 (0) 1489 505075</li> </ul>													
<b>Information required to meet service level objectives<sup>5</sup></b>	<ul style="list-style-type: none"> <li>Product name and version number</li> <li>Operating System and Version</li> <li>For hardware issues the serial number of the device</li> <li>What date did the issue commence?</li> <li>Did anything change within the environment prior to the above date?</li> <li>What steps have been taken to resolve the issue?<sup>6</sup></li> </ul>													

- Shipping costs to/from Fontware are the responsibility of the contract holder.
- Software warranty includes defect resolution against documented behaviour only, no warranty of suitability for any task is implied.
- When a product requires installation it will be undertaken by Fontware at our standard daily rate unless Fontware determines that the partner or Enduser has the capability to carry out the installation.
- Support does not include onsite visits – any onsite visits required will be chargeable at the standard daily rate plus expenses.
- Unless all requested information is provided, Fontware cannot guarantee to meet the response times quoted.
- Fontware reserve the right to request further technical information as required.

Full details on all of the above points are available in our full Service Level Agreement which is available upon request.

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Date: 15/10/2012

SHI International Corp  
290 Davidson Avenue  
Somerset  
New Jersey  
08873  
USA

Dear Sir or Madam

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**RE: SHI International Corp**

I confirm that SHI is authorised to resell Fontware software and maintenance and support.

Yours faithfully



Kevin Coolbear

Fontware Quotes

Exhibits N and O



EXHIBIT A

Pricing Proposal  
Quotation #: 6378383  
Created On: 3/4/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WELP v4 Base Module Additional Licence Fontware Limited - Part#: WELP-ADD	18	\$311.11	\$5,599.98
2 Maintenance & Support contract for 18 additional licences Fontware Limited - Part#: SUPPORT <b>Note:</b> Immediate date to 31.7.2015 to coincide with expiry of existing 62 licences	18	\$102.22	\$1,839.96
3 Uplift charge at 15% of RRP for upgrade to back-up server licence to match live server Fontware Limited - Part#: UPLIFT	18	\$47.78	\$860.04
4 3 Years' Maintenance & Support contract for 62 licences - Contract expiry 31.7.2015 Fontware Limited - Part#: SUPPORT	1	\$8,060.00	\$8,060.00
		Subtotal	\$16,359.98

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

EXHIBIT ①



Pricing Proposal  
Quotation #: 5544645  
Reference #: BPO 9600 4581-005  
Created On: Jun-05-2012  
Valid Until: Jun-30-2012

**Natividad Medical Center**

**Inside Sales Account Manager**

**Richard Medalen**  
Phone: (831) 766-1637  
Fax:  
Email: medalenn@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78748  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 WELP v4 Base Module Additional Licence Fontware Limited - Part#: WELP-ADD	10	\$318.00	\$3,180.00
2 3 Years' Maintenance & Support contract for 82 licences Fontware Limited - Part#: SUPP3YR	1	\$7,880.00	\$7,880.00
3 Delivery of the additional licences would be by e-mail Fontware Limited - Part#: CBEMAIL	1	\$0.00	\$0.00
		Subtotal	\$11,170.00

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

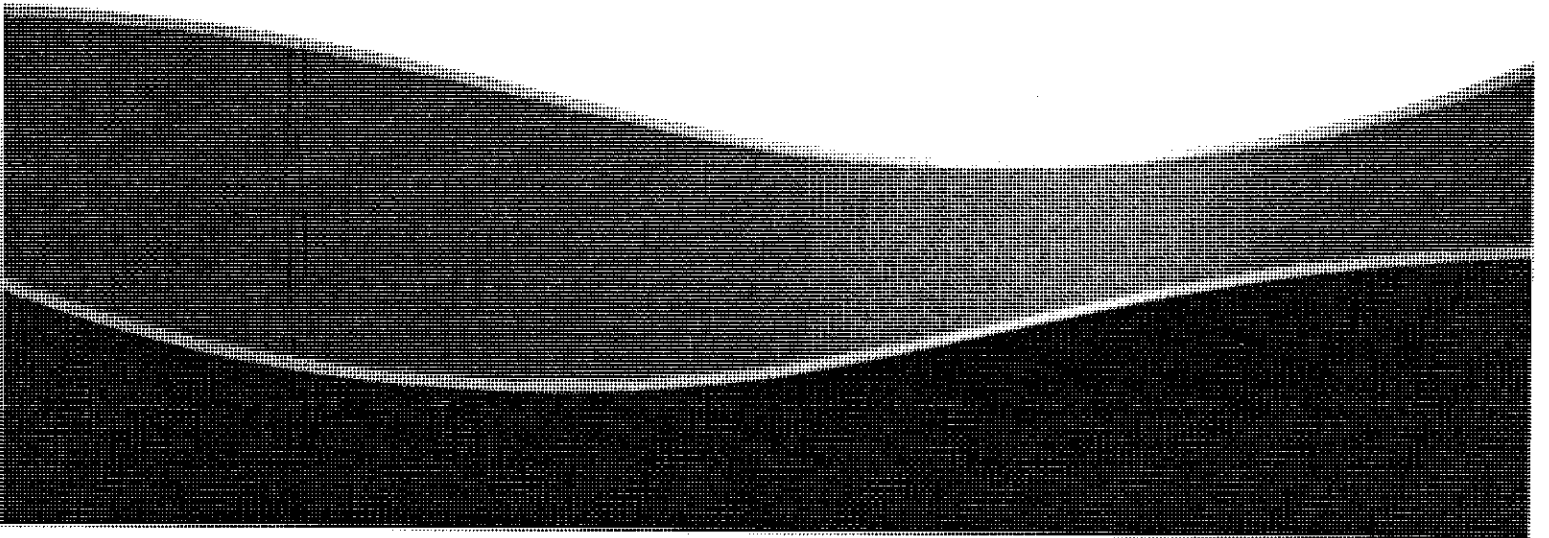
## BCM Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibit P

Quote Immediately Following



BMC Software Guide to  
Software Maintenance  
Services





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## Scope of Software Maintenance Services

BMC® Software Technical Support is intended to assist clients with specific reproducible issues resulting from the normal use of the Software on active platforms and to provide answers to urgent questions about Software usage. To resolve issues, BMC Software Technical Support requires that clients perform reasonable troubleshooting tasks as recommended by BMC Software Technical Support representatives.

The available Maintenance and Support Plan offerings provide a variety of possible contact methods. Depending on the Software (Product) and related available Maintenance and Support Plan you purchase, various forms of support contact including electronic support and telephone support may be available. Renewal or purchase of a new Maintenance and Support Plan indicates that the client agrees to upgrade to and install and operate the current Product release, if required. BMC Software reserves the right to require a client to upgrade to the current shipping Product release to resolve an identified problem or technical issue. The BMC Software agreement to provide technical support does not imply that BMC Software will fix all software defects or make requested changes to the software.

Generally, technical inquiries are limited to the following areas:

- Installation of BMC Software products
- Connection issues between BMC Software applications and supported databases and/or supported third party software
- Product-usage or functionality questions related to BMC Software products
- BMC Software product upgrade assistance
- BMC Software product migration assistance<sup>1</sup>

As a result, the following are some of the areas that are not supported:

- Installation, set-up and configuration of operating systems, database products, network devices and third party applications.
- Installation of BMC Software products in environments other than those specified in the System Requirements document.
- Resolution of network, system or environmental errors not directly related to BMC Software products.
- Use of BMC Software products in conjunction with 'Alpha' versions, 'Beta' versions, or versions of operating systems, service packs, database products and third party applications that are not certified by BMC Software.
- Alterations, revisions or customizations made to the BMC Software products or the underlying database by the client or by BMC Software at the client's request.
- Writing login scripts outside of providing the commands necessary to be included in your login script.

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<sup>1</sup> Up to 1 hour of migration assistance is provide for BMC Track-It! and BMC FootPrints. Migration assistance includes but is not limited to database migrations, platform migrations and migrating BMC Software from one server to another. Additional migration assistance is available from BMC Professional Services.



- Migration, mapping or importing data from a third-party application or other data source.
- Data Recovery of a corrupted database.
- Continued support for issues where BMC Software has provided corrections that the client has not implemented or the client has not provided data requested by BMC Software.
- Connectivity issues caused by third-party services, service providers, hardware, or software.
- Custom Crystal Reports, product customization and enhancement requests<sup>2</sup>.
- Inquiries on information technology practices, application consulting or training<sup>2</sup>.

BMC Software Technical Support may refer issues arising from a need for training, implementation services and/or customization to BMC Software Professional Services group. These offerings are fee-based services and not included in your Maintenance and Support Plan. You may engage Professional Services at your option.

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<sup>2</sup> For assistance contact BMC Software Professional Services at [ProServices@numaraSoftware.com](mailto:ProServices@numaraSoftware.com).



## Contacting BMC Services Technical Support

Your assistance in completing and documenting your initial resolution attempts before you contact Technical Support is greatly appreciated and will generally help us resolve your issue more quickly. When submitting or contacting Technical Support with a question or issue, you will need to provide the following information:

<b>Client information:</b>	
Incident Number <sup>3</sup> (previously assigned <sup>4</sup> )	
BMC Software Client number (if available)	
Company name	
Contact name	
Phone number	
E-mail address	
<b>Product information:</b>	See the program's 'Help -> About' menu for product details
Product name	
Version number	
Product Serial number (if available)	
<b>Server information:</b>	
Operating System & version	
Database version	
Any applied service packs	
Any applied hot fixes	
<b>Severity Level</b>	1: System Down 2: Functional Problem 3: Inconvenience 4: General Use
<b>Problem description:</b>	Provide a detailed description of the problem, including the steps to reproduce the problem. Failure to provide this detail will delay your resolution. Include affected third-party applications (and behavioral symptoms)

<sup>3</sup> For each specific support request, an incident number is created. If a client calls or electronically submits several different support requests, Technical Support may create different incident numbers to track each request. Clients should take note of any assigned incident numbers, since this information will be required in any subsequent communications regarding the original support request.

<sup>4</sup> For continuation of an existing, open incident.



Specific Maintenance and Support Plan features can be found in this document. The following is a general description of the resources and their respective access methods.

## Online Support Resources

Online support resources are found at <http://support.BMCsoftware.com/> and are available to clients who purchase a Maintenance and Support Plan that offers this feature. This self help tool is available 24 hours a day and 7 days a week, subject to occasional unavailability due to scheduled or unscheduled maintenance and Internet or Web site hosting availability. BMC Software is not responsible for downtime that may occur and no refund of fees paid will be provided as compensation for resource unavailability. This resource provides access to online BMC Software Technical Support knowledge articles, documentation and other problem-solving resources. We recommend accessing this resource as the first step in resolving your issue or question as this resource provides the fastest solution to the most common technical support issues.

## Electronic Support

Electronic support is available to clients who purchase a Maintenance and Support Plan that includes this feature. Clients can submit support requests via an online form by navigating to <http://support.BMCsoftware.com/> and clicking the <Submit a Request (eSubmission)> item in the Support Links menu. You will be asked to login to the support site with your profile and to provide a detailed description of your issue.

## Telephone Support

Telephone support is available to clients that purchase a Maintenance and Support Plan that includes this feature. Eligible clients may contact BMC Software by calling the designated telephone number provided. When calling BMC Software Technical Support, clients should be physically at the computer where the issue situation exists. We suggest you have your product documentation available along with the required current information specified above at the beginning of this section.

## Remote Connect and Scheduled Support Services

These support features are available to clients that purchase a Maintenance and Support Plan including this option if such a Plan is made available. By previous scheduled arrangement, clients will be contacted by BMC Software Technical Support. Clients should be available at the determined time and able to accommodate the activity that occurs as part of this service.



## Software Maintenance

### Severity Levels

When an issue is received, we require client input relative to the severity and impact of the issue as part of our resolution process. Using the technical support form found earlier in this document will improve our ability to respond to your issue submission in a timely and accurate manner. The table below outlines the different severity levels assigned by BMC Software for support requests.

Severity Level	Description
1: System Down	System is inoperable / not functioning to all users. <sup>5</sup> Data may be lost.
2: Functional Problem	Business outage or significant impact threatening future productivity. Very difficult to work around; system usage is very limited. No data loss.
3: Inconvenience	Problem impact is high; production is proceeding but in an impaired fashion. Workaround is available.
4: General Use	Issue does not have significant current productivity impact. Examples: usage questions, cosmetic problems, and enhancement requests.

### Product Lifecycle

Software product lifecycle phases are as follows:

- "Current" = currently shipping product release
- "Prior" = the most recent previous release if available
- "Retired" = all earlier releases

Our general policy is that the Current and Prior releases are considered Active. BMC Software Technical Support will attempt to assist customers using Retired releases but may require a customer to upgrade to an Active release to provide effective support or to address a software issue. Refer to the ['BMC Software Active Versions'](#) chart on the page 9.

### Availability of Product Releases and Maintenance Releases

Product Releases: BMC Software offers two types of Product Releases:

- A "version" release, which is denoted by a number change to the left of the dot (".") shown as in the capital "X" in the following version X.xx.xxx.
- An "update" release, which is denoted by a number change to the first decimal place to the right of the "dot" shown as in the capital "X" in the following version x.Xx.xxx.

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<sup>5</sup> No one can log into the BMC Software product and/or e-mail submissions to BMC FootPrints or BMC Track-It! are not being processed and e-mail submission is the primary mechanism used to submit issues and work requests.



The primary focus of either type of Product Release is to add functionality or new features to the product thereby *upgrading* the product.

**Maintenance Releases:** Maintenance Releases are provided by BMC Software technical support through either a Service Pack or a Hot Fix. The primary focus of a Maintenance Release is to provide corrections or adjustments to the existing product functionality (as opposed to adding new features or functionality). Maintenance Releases (services packs and hot fixes) may be made available from time to time and are only available for current product releases. New features or functionality may be included in a Maintenance Release at BMC Software discretion.

Maintenance Releases and Product Releases are provided to clients with a Maintenance and Support Plan that includes these features. Maintenance Releases are generally made available using the following methods:

- Email from a technical support engineer
- FTP site (client-assigned password protected)
- Web page download
- Support Center

Product Releases are generally announced via our company Web site or directly targeted communication to our clients and will normally include instructions on how to acquire the new product release.

### Third Party Products

BMC Software may contract with other companies to provide additional Software and/or features in a BMC Software branded or unbranded fashion. BMC Software responsibility with regard to BMC Software third-party branded (non-BMC Software branded) products is restricted to ensuring that they install and integration points with BMC Software products are functional. BMC Software branded products are treated as BMC Software developed Software for Maintenance and Support purposes.





## BMC Software Active Versions

The table below represents the Active BMC Software product releases. Our general policy is that the Current release and the most recent previous release, the Prior release, are considered Active, while earlier releases are considered Retired.

Product	Version	Status
BMC® Track-It!®	10.x	Current
BMC® Track-It!®	9.x	Prior
BMC® FootPrints®	11.0	Current
BMC® FootPrints®	10.0	Prior
BMC® Track-It!® PC Migrate	7.6	Current
BMC® FootPrints® Migration Manager	7.6	Current
BMC® FootPrints Deployment Manager	11.0	Current
BMC® Asset Management Platform – BMC Deployment Manager	10.0	Prior
BMC® FootPrints® Mobile Device Manager	11.0	Current
BMC® FootPrints® Patch Manager	11.0	Current
BMC® Asset Management Platform – BMC Patch Manager	10.0	Prior
BMC® FootPrints® Inventory Manager	11.0	Current
BMC® Asset Management Platform – BMC Inventory Manager	10.0	Prior
BMC® FootPrints® Compliance Manager	11.0	Current
BMC® Asset Management Platform – BMC Compliance Manager	10.0	Prior
BMC® FootPrints® Power Manager	11.0	Current
BMC® Asset Management Platform – BMC Power Manager	10.0	Prior
BMC® FootPrints® Vulnerability Manager	11.0	Current
BMC® Asset Management Platform – BMC Vulnerability Manager	10.0	Prior
BMC® FootPrints® Device Manager	11.0	Current
BMC® Asset Management Platform – BMC Device Manager	10.0	Prior
BMC® FootPrints® Remote Manager	11.0	Current
BMC® Asset Management Platform - BMC® Remote Manager	10.0	Prior
BMC® Mobile Device Manager	Cloud	Current

This listing is subject to change. When a product is to be retired, BMC Software will provide advance notice, generally by means of our Web site. We update the Web site periodically, so please visit us again for more information as it becomes available.

## Product Retirement and Support Plans

If you have an active Maintenance and Support Plan and choose to continue using a Retired product version, be advised that no Maintenance or Product Releases will be offered for a retired product. Resolution of any Retired product issue will require that you upgrade to a Current version which may require you to upgrade at your expense hardware or system software including but not limited to server operating systems, desktop operating systems, database applications, etc. You may still access the support knowledge center to get answers to frequently asked questions 24 hours a day, 7 days a week from our support page on the BMC Software Web site. This is subject to occasional unavailability due to scheduled or unscheduled maintenance and Internet or Web site hosting availability or events



beyond our control. However, this content in our knowledge center may remain available at our sole discretion. Choosing to continue using a Retired product does not entitle you to a refund of support fees.

**Replacement CDs, diskettes, manuals or other media** are not available for Prior or Retired product versions. However, this content may remain available via download from the support Web site at our sole discretion.

**Purchase of a new Maintenance and Support Plan or renewal of an existing Maintenance and Support Plan requires** you to upgrade to or purchase, install and register the Current release of the product along with the purchase or renewal of your Maintenance and Support Plan. Depending upon the product, when you renew and the Maintenance and Support Plan purchased, this action may carry additional costs. Learn more about your Maintenance and Support Plan options by contacting your sales representative.

Terms, conditions, features, service options and pricing for maintenance and support offerings and optional services are subject to change.

## Maintenance and Support Plan Pricing

For pricing information on available Plans, contact your BMC Software Area Sales Representative.

## Maintenance & Support Plan Description

BMC Software products are supported by the Maintenance and Support Plan shown below. The Maintenance and Support Plan (Premium Care) period is twelve (12) months.<sup>6</sup> The purchase of additional BMC Software products or additional licenses and add-ons requires the purchase of the same level of Maintenance and Support Plan. If a Support Plan is not purchased, Install Assistance will be provided for 30 days.

BMC Software Maintenance and Support Plans <sup>7</sup>	Install Assistance	Premium Care
<b>Technical Support Services</b>		
Toll-Free Phone Support – 8am to 8pm EST	X	X
Escalated Issue Follow-Up	---	1 business day
System Down Transfer to Senior Technician	---	Within 2 hours <sup>8</sup>
<b>eSupport</b>		
e-Submissions and Responses	1 business day	1 business day
Support Solutions Database	X	X
Enhancement Request Database	X	X
Recent Searches and Articles Viewed	X	X
Web-based Defect Tracking and Reporting	X	X
<b>Product Updates and Releases</b>		
Maintenance Releases (hot fixes & service packs)	Warranty Period	X
Upgrade Protection (Product Releases)	Fee	X
<b>Plan Availability</b>		
BMC Asset Management Platform		X
BMC FootPrints		X
BMC Patch Manager		X
BMC Asset Manager		X
BMC Track-It!		X

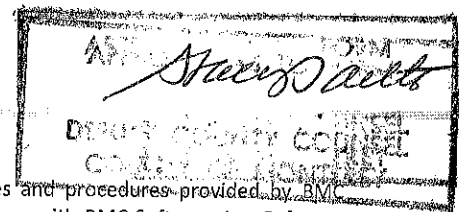
Options available are as of May 2010. Terms and condition of Maintenance and Support Plans, support features, pricing and support availability are subject to change. Visit <http://support.BMCsoftware.com/> for current information.

\*24x7 Support is available as an add-on service for BMC FootPrints customers. For additional information about Maintenance and Support Plan options and pricing contact your BMC Software area sales representative.

<sup>6</sup> The minimum support plan period is 12 months. Two and three year plans are also available.

<sup>7</sup> Availability of Maintenance and Support Plans are dependent upon the BMC Software product purchased.

<sup>8</sup> Support customer will be transferred to an available Senior Technician; if a Senior Technician is not available every effort will be made for a Senior Technician to call within 2 business hours.





March 8, 2013

Natividad Medical Center  
1441 Constitution Blvd  
Salinas, CA 93906  
United States

**Subject: CONFIRMATION OF BMC BMC SOFTWARE, INC. CHANNEL PARTNER STATUS**

To Whom It May Concern:

This letter serves to confirm that:

SHI International Corporation, 22 Knightsbridge Rd, Piscataway, NJ 08854

Is a current Member Tier BMC Software Channel Partner. Therefore, SHI International Corporation has the right to resell certain BMC Products in the ESM lines to include Footprints and Track-It software.

This letter is issued only to confirm the above mentioned and cannot be disclosed to third parties and/or interpreted or used by addressee or any third party for any other purpose.

If you require further information, please do not hesitate to contact Pam Johansen at [Partner\\_Network@bmc.com](mailto:Partner_Network@bmc.com)

Yours sincerely,

A handwritten signature in black ink that reads "Pam Johansen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pam Johansen, M.S.O.D  
Senior Director, World Wide Channel Operations  
BMC Software Inc.

BCM Quote

Exhibit P

ERMITA P.



Pricing Proposal  
Quotation #: 6378331  
Created On: 3/4/2013  
Valid Until: 4/30/2013

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**Natividad Medical Center**

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**Michael Cross**  
1441 Constitution Blvd.  
San Jose, CA 95128  
United States  
Phone: (831) 756-4111  
Fax:  
Email: CrossM@natividad.com

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**Inside Sales Account  
Manager**

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**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78748  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are In US Dollar (USD)

Product	Qty	Your Price	Total
1 BMC FootPrints Continuous Support Renewal BMC Software - Part#: FP-MNT	1	\$37,178.65	\$37,178.65
		Subtotal	\$37,178.65

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**Additional Comments**

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Please note the new End Date for your support renewal will be January 27, 2016.

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The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.

ERMITA P.

## Symatec Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibit Q

Quote Immediately Following



**MASTER LICENSE AGREEMENT**

<b>Customer Company Name:</b>									
<b>Address:</b>					<b>Contact Name:</b>		<b>Email:</b>		
					<b>Address:</b>		<i>(All fields are required)</i>		
					<b>Country:</b>				
<b>Symantec Agreement Number:</b> <i>(To be filled in by Symantec)</i>									
							Z	Z	Z
<b>Effective Date:</b> <i>(To be filled in by Symantec upon signature)</i>									

This Master License Agreement ("Agreement") is entered into by and between Symantec and the end user licensee identified above ("Customer") as of the date indicated by Symantec in the box above, upon signature ("Effective Date"). This Agreement consists of these terms and conditions ("Master Terms") and any Addenda executed under these Master Terms.

Customer and Symantec agree as follows:

**1. Definitions.** All capitalized terms may be used in the singular or in the plural, as the context requires.

"Addendum" to this Agreement means any addendum, including its exhibits or attachments, executed between the parties from time to time, which references this Agreement and supplements or modifies these Master Terms.

"Affiliate" of a party means an entity controlled by, under common control with, or controlling such party, where control is denoted by having fifty percent (50%) or more of the voting power (or equivalent) of the applicable entity.

"Certificate" means the machine-generated certificate sent to Customer by Symantec to confirm a purchase of the applicable Licensed Software and/or Maintenance/Support and/or (at Symantec's discretion) certain Services.

"Documentation" means the user manuals and release notes accompanying the Licensed Software.

"EULA" means Symantec's end user license agreement accompanying the Licensed Software.

"Licensed Software" means the Symantec software products in object code form, that are commercially available on Symantec's applicable in-country price list in effect at the time of Customer's order, and any software updates provided under Maintenance/Support.

"Maintenance/Support" means the commercially-available Symantec maintenance/technical support services ordered by Customer for the Licensed Software..

"Services" means Symantec's commercially-available professional services offerings, subject to the terms and conditions of the relevant Services Agreement (as defined in Section 5) in effect at the time of Customer's order.

"Subscription Software" means Licensed Software licensed on a non-perpetual (term-limited) basis, as set forth in the applicable Addendum or Certificate.

"Symantec" means the licensor entity named below.

"Territory" means the geographic area in which Customer is authorized to purchase, install and use the Licensed Software, as indicated in the applicable Addendum.

"Use Level" means the license unit of measurement or model, including operating system or machine tier limitation, if applicable, by which Symantec measures, prices and sells the right to use a given Licensed Software product, in effect at the time an order is placed, as indicated in the applicable Addendum, Certificate or EULA, in that order of precedence.

**2. License Grant.** Symantec grants Customer, a non-exclusive, non-transferable license in the Territory to use (and to allow Customer's

Affiliates to use) the Licensed Software in accordance with the Documentation, solely in support of Customer's and its Affiliates' internal business operations, in the quantities and at the Use Levels purchased from Symantec. The term of each Licensed Software license granted under this Agreement shall be perpetual, except for Subscription Software, for which Customer purchases a term-limited license as set forth in an applicable Addendum or Certificate. Customer may make a single uninstalled copy of the Licensed Software and Documentation for archival purposes. All copies made pursuant to this section shall be complete copies, and shall include all copyright, trademark, and other notices in the original. Customer may not otherwise copy the Licensed Software or Documentation without Symantec's prior written consent.

Customer may allow consultant(s) or outsourcer(s) to use Customer's Licensed Software licenses to deliver dedicated services to Customer and Customer's Affiliates, so long as such use is consistent with Customer's own permitted scope of use, and is compliant with the terms of this Agreement. Customer agrees Customer is responsible for such third party or Affiliate access and use of the Licensed Software, to the same extent as if such consultant(s), outsourcer(s) or Affiliate(s) were Customer's employees.

If Customer purchases a Licensed Software license designated by Symantec for home use ("Home Use"), where available, then Customer may allow Customer's or an Affiliate's employee or dedicated consultant to use one copy of such Licensed Software on his or her personal home computer, provided such equipment is not owned or provided by Customer or an Affiliate, and provided such individual also has a computer licensed for such product at Customer's or the Affiliate's corporate offices, but only for so long as such individual remains Customer's or the Affiliate's employee or dedicated consultant. The number of Home Use copies made and used cannot exceed the number of Home Use licenses purchased.

Symantec retains all title, copyright and other proprietary rights in the Licensed Software and Documentation, and in all copies, improvements, enhancements, modifications and derivative works thereof, including without limitation all patent, copyright, trade secret and trademark rights. Customer's rights to use the Licensed Software and Documentation shall be limited to those expressly granted in this Agreement and the applicable Addendum. All rights not expressly granted to Customer are retained by Symantec. For any non-software offerings purchased by Customer under this Agreement, the terms and conditions for such offerings shall be as set forth in the applicable Certificates.

**3. License Restrictions.** Customer shall not, without Symantec's prior written consent, conduct, cause or permit the: (a) use, copying,





modification, rental, lease, sublease, sublicense, or transfer of the Licensed Software or Documentation, except as expressly provided in this Agreement; (b) creation of any derivative works based on the Licensed Software or Documentation; (c) reverse engineering, disassembly, or decompiling of the Licensed Software (except that Customer may decompile the Licensed Software for the purposes of interoperability only to the extent permitted by and subject to strict compliance under applicable law); (d) use of the Licensed Software or Documentation in connection with a service bureau or like activity whereby Customer, without purchasing a service bureau license from Symantec, operates or uses the Licensed Software or Documentation for the benefit of a third party; or (e) use of the Licensed Software or Documentation by any party other than Customer. In addition, Customer shall only use the number and type of Licensed Software licenses for which it has purchased an appropriate quantity and Use Level.

**4. Maintenance/Support.** Customer may purchase Maintenance/Support for the applicable Licensed Software. Maintenance/Support is provided and performed subject to Symantec's then-current terms, policies and processes.

**5. Services.** Subject to execution of an applicable Services Addendum or separate services agreement or the terms of the applicable Services Certificate, if any ("Services Agreement"), Customer may purchase Services, which are provided and performed pursuant to Services Agreement and any applicable statement(s) of work.

**6. Warranties.**

**6.1 Media.** If Symantec provides Customer tangible media for Licensed Software, Symantec warrants that the magnetic media upon which the Licensed Software is recorded will not be defective under normal use, for a period of ninety (90) days from delivery. Symantec will replace any defective media returned to it within the warranty period at no charge to Customer.

**6.2 Licensed Software.** Symantec warrants that the Licensed Software, as delivered by Symantec and when used in accordance with the Documentation, will substantially conform to the Documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by Customer to Symantec within the ninety (90) day warranty period, Symantec will do one of the following, selected at Symantec's reasonable discretion: either (a) repair the Licensed Software, (b) replace the Licensed Software with software of substantially the same functionality, (c) terminate the license and refund the relevant license fees paid for such non-compliant Licensed Software, or (d) in the case of software updates provided under Maintenance/Support, refund the relevant Maintenance/Support fees. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication.

**6.3 Maintenance/Support.** Symantec warrants, for a period of thirty (30) days from the date of performance of Maintenance/Support, that such Maintenance/Support will be performed with reasonable care and skill. For Maintenance/Support not performed as warranted in this provision, and provided Customer has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming Maintenance/Support, Symantec will, at its discretion, either correct any nonconforming Maintenance/Support or refund the relevant fees paid for the nonconforming Maintenance/Support.

**6.4 Disclaimer of Warranties; Exclusive Remedies.** THE WARRANTIES SET FORTH IN THIS SECTION 6 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, CONCERNING THE LICENSED SOFTWARE AND RELATED MAINTENANCE/SUPPORT. THE REMEDIES SET FORTH ABOVE IN THIS SECTION 6 ARE CUSTOMER'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY WITH RESPECT TO THE APPLICABLE EXPRESS WARRANTIES SET FORTH ABOVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SYMANTEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

OR WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC DOES NOT WARRANT THAT THE LICENSED SOFTWARE SHALL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE LICENSED SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE.

**7. Intellectual Property Claims.**

**7.1** Symantec shall defend, indemnify and hold Customer harmless from any claim asserting that the Licensed Software infringes any intellectual property right of a third party, and shall pay any and all damages awarded against the Customer by a court and actually paid by Customer, or agreed to in settlement by Symantec and attributable to such claim. Symantec's obligations under this provision are subject to Customer's doing the following: notifying Symantec of the claim in writing, as soon as Customer learns of it; providing Symantec all reasonable assistance and information to enable Symantec to perform its duties under this Section; allowing Symantec sole control of the defense and all related settlement negotiations; and not having compromised or settled such claim. Notwithstanding the foregoing, Customer may participate at Customer's expense in the defense of any such claim with its own counsel, provided Symantec retains sole control of the suit. Customer has the right to approve any settlement that affirmatively places on Customer an obligation that has a material adverse effect on Customer other than the obligations to cease using the affected Licensed Software or to pay sums indemnified hereunder. Such approval shall not be unreasonably withheld.

**7.2** If the Licensed Software is found to infringe, or if Symantec determines in its sole opinion that it is likely to be found to infringe, then Symantec shall either (a) obtain for Customer the right to continue to use the Licensed Software; or (b) modify the Licensed Software so as to make such Licensed Software non-infringing, or replace it with a non-infringing equivalent substantially comparable in functionality, in which case Customer shall stop using any infringing version of the Licensed Software; or (if Symantec determines in its sole opinion that (a) and/or (b) are not commercially reasonable), (c) terminate Customer's rights and Symantec's obligations under this Agreement with respect to such Licensed Software, and refund to Customer the license fee paid for the relevant Licensed Software, and provide a pro-rated refund of any unused, prepaid Maintenance/Support fees paid by Customer for the applicable Licensed Software.

**7.3** Notwithstanding the above, Symantec will have no liability for any infringement claim to the extent that it is based upon: (a) modification of the Software other than by Symantec; (b) combination, use, or operation of the Licensed Software with products not specifically authorized by Symantec to be combined with the Software as indicated in the Documentation; (c) use of the Licensed Software other than in accordance with the Documentation and this Agreement; or (d) Customer's continued use of infringing Licensed Software after Symantec, for no additional charge, supplies or offers to supply modified or replacement non-infringing Licensed Software as contemplated under 7.2(b) above.

THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

**8. Limitation of Liability.** IN NO EVENT, REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES LOSSES, EXPENSES, OR COSTS OF ANY KIND, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR LIABILITY ARISING FROM BREACH OF CONFIDENTIALITY OR INTELLECTUAL PROPERTY INDEMNITY OBLIGATIONS SET FORTH IN THIS AGREEMENT OR FROM CUSTOMER'S BREACH OF THE LICENSE GRANT AND/OR LICENSE



RESTRICTIONS SET FORTH IN THIS AGREEMENT, AND REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM, EACH PARTY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED FOR THE LICENSED SOFTWARE, MAINTENANCE/SUPPORT OR SERVICES GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT A PARTY'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

#### 9. Confidentiality.

9.1 "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (a) identified as confidential at the time of disclosure by the disclosing party ("Discloser"), or (b) disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by the party receiving such information ("Recipient"). A Recipient may use the Confidential Information that it receives from the other party solely for the purpose of performing activities contemplated under this Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient shall not disclose the Confidential Information to any third party. A Recipient shall protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its Affiliates, agents and independent contractors with a need to know in order to fulfill the purpose of this Agreement, who have signed a nondisclosure agreement at least as protective of the Discloser's rights as this Agreement.

9.2 This provision imposes no obligation upon a Recipient with respect to Confidential Information which: (a) is or becomes public knowledge through no fault of the Recipient; (b) was in the Recipient's possession before receipt from the Discloser and was not subject to a duty of confidentiality; (c) is rightfully received by the Recipient without any duty of confidentiality; (d) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (e) is independently developed by the Recipient without use of the Confidential Information. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure; and (ii) discloses only as much of the Confidential Information as is required. Upon request from the Discloser or upon termination of the Agreement, the Recipient shall return all Confidential Information and all copies, notes, summaries or extracts thereof or certify destruction of the same.

9.3 Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

10. **Verification.** Once annually, Symantec may verify Customer's compliance with this Agreement by reviewing (upon five (5) business days' prior written notice) Customer's use and deployment of the Licensed Software. Either Symantec or an independent public accounting firm reasonably acceptable to both parties shall perform the audit during Customer's regular business hours with minimal disruption to Customer's ongoing business operations. Any nondisclosure agreement Customer may require the independent public accounting firm to execute shall not prevent disclosure of the audit results to Symantec. Customer shall pay Symantec for any unauthorized deployments of Symantec products disclosed by the audit. License fees for such overdeployments will be invoiced to and paid by Customer at the undiscounted license list price in effect as of the audit completion date ("List Price"), unless otherwise mutually agreed. Symantec shall bear the costs of the audit, unless the audit discovers that the List Price value of non-compliant Symantec

software deployment exceeds five (5%) percent of the total List Price value of Licensed Software paid for by Customer, in which case, Customer shall pay the reasonable costs of the audit. All audits shall be subject to Customer's reasonable safety and security policies and procedures.

#### 11. Term and Termination.

11.1 Term. Unless terminated as set forth below, these Master Terms shall continue indefinitely, and each Addendum shall continue for the term set forth in such Addendum.

#### 11.2 Termination.

(a) *Convenience.* Either party may terminate this Agreement or any Addendum for convenience upon sixty (60) days prior written notice. Termination for convenience will not affect any Addendum for the duration of its stated term and shall instead be construed as a non-renewal except in cases where non-renewal is not a stated option under such Addendum. Termination for convenience also shall not affect Customer's right to use previously-purchased Licensed Software through the term of each such license, nor any Maintenance/Support purchased prior to such termination.

(b) *Cause.* Either party may terminate this Agreement and related Addenda for the other's material uncured breach ("Cause") which still remains uncured (if such breach is capable of being cured) thirty (30) days after receiving written notice of such breach. This section "(b)" does not apply to intellectual property claims or warranty claims for which an exclusive stated remedy is provided under this Agreement. If Symantec terminates this Agreement for Cause, Customer must immediately discontinue use of and destroy all copies of the Licensed Software in its possession or control, including any master copy, and (within ten (10) days of Symantec's written request) certify in writing to Symantec through a corporate officer that all such copies have been destroyed.

(c) *Insolvency.* Either party may terminate this Agreement and related Addenda on written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business (collectively, an "Insolvency Proceeding"). If Symantec terminates this Agreement due to Customer's becoming the subject of an Insolvency Proceeding then, provided Customer is not otherwise in default under the terms of the Agreement, Customer's prepaid licenses for Licensed Software shall not be terminated by virtue of any such Insolvency Proceeding. In any event, Symantec retains all rights and interests under all applicable law, including without limitation, all rights set forth in 11 U.S.C. Section 365 in the United States, or other applicable laws in other jurisdictions, protecting the Licensed Software and Symantec's rights in connection with such software.

(d) *Survival.* Notwithstanding the expiration or termination of this Agreement, the provisions of this Agreement which by their nature are intended to survive such expiration or termination will survive, including without limitation confidentiality, restrictions on use of intellectual property, limitations on liability and disclaimers of warranties and damages, audit, governing law, and Customer's payment obligations accrued prior to termination. The license grants for Licensed Software and terms regarding Maintenance/Support purchased prior to termination shall survive such termination, except in the case of Symantec's termination for Cause, as set forth above.

#### 12. General

12.1 Governing Law; Severability; Waiver. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Such application of law excludes any provisions of the United Nations Convention on Contracts for the International Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and the legality and enforceability of the



other provisions of this Agreement shall remain in full force and effect. A waiver of any breach or default under this Agreement shall not constitute a waiver of any other right for subsequent breach or default.

12.2 Assignment. Customer may not assign the rights granted hereunder or this Agreement, in whole or in part and whether by operation of contract, law, change of control, merger or otherwise, without Symantec's prior express written consent. Such consent shall not be unreasonably withheld or delayed.

12.3 Export. Licensed Software is subject to the U.S. Export Administration Regulations (EAR), and diversion contrary to U.S. law is prohibited. Customer agrees to comply with all relevant laws including the U.S. EAR and the laws of any country from which Licensed Software is exported. All Symantec Licensed Software products are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, Customer hereby agrees that it will not use or allow use of Licensed Software in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons. Additional information on export compliance may be found at: [http://www.symantec.com/content/en/us/about/media/Web\\_Product\\_Matrix.pdf](http://www.symantec.com/content/en/us/about/media/Web_Product_Matrix.pdf).

12.4 Government Rights. The Licensed Software and Documentation are deemed to be commercial computer software as defined in FAR Part 12 and its successor regulations, and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software and Documentation by the U.S. Government shall be solely in accordance with the terms of this Agreement.

12.5 Entire Agreement. Any subsequent modifications to this Agreement shall be made in writing and must be duly signed by authorized representatives of both parties or they shall be void and of no effect. The terms of any mutually signed Addendum, these Master Terms, the Certificates, and the EULA shall apply in that order of precedence, in the event of any conflict between or among such documents. Together such terms are the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersede any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. This Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned.

12.6 Force Majeure. Each party shall be excused from performance (other than payment obligations) for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control including but not limited to war, strike, riot, crime, acts of God, or shortages of resources.

12.7 Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (a) if personally delivered by courier, when delivered or (b) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

12.8 Signatures. This Agreement with its accompanying Addendum/Addenda may be executed in multiple counterparts all of which taken together shall constitute one single agreement between the parties. The signatories hereto represent that they are duly authorized to sign this Addendum on behalf of their respective companies.

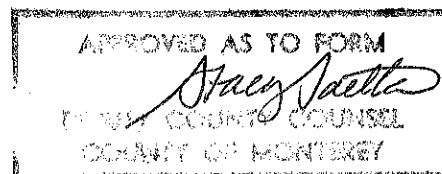
Agreed and Accepted as of the Effective Date.

**CUSTOMER SIGNATURE**

Customer (Company Name):
Signature:
Printed Name & Title:
Date Signed:

**SYMANTEC SIGNATURE**

<b>Symantec Corporation</b> <input type="checkbox"/> 350 Ellis Street Mountain View, CA 94043 USA	<b>Symantec Ltd.</b> <input type="checkbox"/> Ballycoolin Business Park Blanchardstown, Dublin 15 Ireland	<b>Symantec Asia Pacific Pte Ltd.</b> <input type="checkbox"/> 6 Temasek Boulevard, #11-01 Suntec Tower 4, Singapore 038988
Signature:		
Printed Name & Title:		
Date Signed:		





January 11, 2013

SHI International Corp  
290 Davidson Avenue  
Somerset, NJ 08873

Re: Symantec Proof of Partnership

To Whom It May Concern:

This is to certify that SHI International Corp has been an active member of the Symantec Partner Program since January 3, 2002 and currently at the Symantec Platinum (Corporate Reseller) Partner Level. Under such Partner Program, SHI International Corp is provided with certain rights and obligations to purchase and resell Symantec products through authorized Symantec Distributors. SHI International Corp is a current Symantec business partner in good standing authorized to sell all Symantec products including maintenance services and support (to the extent of which they are currently authorized to sell).

Additionally, SHI International Corp has rights to advertise its status as a partner under the Program, provided that any such rights and obligations are carried out in accordance with, including but not limited to the Symantec Partner Program Base Agreement entered into between Symantec Corporation and SHI International Corp and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Thank you,

A handwritten signature in black ink, appearing to read "Sue Smith".

Sue Smith  
Director, Partner Programs  
North America Channel Sales  
Symantec Corporation



EXHIBIT Q

Pricing Proposal  
Quotation #: 6337818  
Created On: 2/20/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Symantec Protection Suite Enterprise Edition - ( v. 4.0 ) - Essential Support (renewal) ( 3 years ) - 1 user - EDU - Symantec Buying Programs : Academic - level H ( 250+ ) Symantec - Part#: 4GMSOZZ0-ER3AH	625	\$31.66	\$19,787.50
		Subtotal	\$19,787.50

**Additional Comments**

Current Symantec Protection Suite Enterprise Edition renewal expires on 4/29/2013.

New Support will Start and End Date on 4/30/2013 - 4/29/2016.

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

Symantec Quote

Exhibit Q

## SolarWinds Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quotes set forth  
in Exhibits R and S

Quotes Immediately Following

## Software Support and Maintenance Terms and Conditions (“Agreement”)

SolarWinds Worldwide, LLC (“SolarWinds”) will provide the Software Support subject to the terms and conditions set forth below to You (either an individual or an entity), for itself and its affiliates and subsidiaries, if any. In this Agreement and any exhibits pertaining to Software Support, the following defined terms are used:

**Platform** – means the combination of the CPU and other hardware a computer system uses, its exact operating system including the version number, the compiler required, the type of libraries (e.g. libc, glibc), and the type of crypto library available (e.g. libcrypt, pam). Changes to any of these components that break binary compatibility, or prohibit functioning (including recompiling) of Software, unless modified by SolarWinds, constitute a different platform.

**Software** – means software developed by SolarWinds and purchased by You from SolarWinds.

**Software Support** – means the standard maintenance and support to be provided by SolarWinds as specifically set forth below.

**Supported Hardware or Platform** – means hardware or a platform that functions with the Software and components contemplated for use with the Software.

### 1. YOUR OBLIGATIONS

- 1.1. **Entitlement.** In order to access and utilize Software Support, You will be required to provide Your user name and SolarWinds network machine name or SolarWinds network system ID at the time of Software Support.
- 1.2. **Your Computer System.** You will be responsible for performing all operations on Your computer system. SolarWinds shall have no responsibility to perform operations on Your computer system or for operations performed on Your computer system.
- 1.3. **No Modification to Platform.** Any modification to a Platform may disqualify You from receiving Software Support.
- 1.4. **Your Benefit.** The Software Support purchased by You is intended for use by You and only for Your benefit and only for properly licensed Software. Any unauthorized use of the Software or Software Support will be deemed to be a material breach of this Agreement.
- 1.5. **Designated Software Support Contact.** SolarWinds will provide Software Support to You only by communication with the Your designated technical contact or contacts (the “Contact”).
  - 1.5.1. **Contact Requirements.** The parties agree that the Software Support provided by SolarWinds under this Agreement is intended to be provided to system administrators and other technical personnel performing the daily hands-on administration of the Software on Your machines. At least one of the contacts shall be a system administrator. Each contact must be an individual. You shall make commercially reasonable efforts to maintain consistent designated contacts for the term of this Agreement. You may not use a single contact to act as a mere forwarding service for other personnel. The contact may not use Software Support on the basis of this Agreement to benefit any person or entity other than the You. Each contact must have read and/or write access to all necessary files. Each contact must be able to communicate in English and possess the relevant technical knowledge necessary to assist SolarWinds in performing the Software Support contemplated under this Agreement. This knowledge includes familiarity with the Software and the Supported Hardware or Platform associated therewith.
  - 1.5.2. **Change of Contact(s).** You may change contacts if one person previously designated to be a contact has terminated employment or is no longer involved with day-to-day administration of the Platform. You must notify SolarWinds of any change in contacts in writing. You shall allow one calendar week for processing by SolarWinds of any changes in contacts. SolarWinds reserves the right to approve changes to contacts, such approval not to be unreasonably withheld, conditioned, or delayed.

### 2. SOFTWARE SUPPORT.

- 2.1. **Scope of Coverage.** SolarWinds will provide the Software Support specified herein during the hours specified below. SolarWinds may, at its discretion, decline to provide Software Support for



Software that has been modified or changed by You in any way, except for any modification or change made by You as directed by SolarWinds. SolarWinds will provide Software Support for Supported Hardware and Platforms only. SolarWinds will not be obligated to provide Software Support beyond any specific release (either major or minor) of the Software for a period of two years following the release date; provided, however, that a new release (either major or minor) has occurred within two years following the release date. SolarWinds will only provide Software Support for the entitled Software for which You have purchased from SolarWinds.

2.2. **SolarWinds Standard Maintenance and Support.** If Standard Maintenance and Support is purchased, then the Software Support for the entitled Software includes:

2.2.1. **Email and Telephone Support.**

2.2.1.1. Email responses to questions during the hours of 7 a.m. – 7 p.m. local time Monday-Friday.

2.2.1.2. Telephone support from 7 a.m. – 7 p.m. local time Monday-Friday.

2.2.2. **New Releases.** All new releases of licensed SolarWinds products, including major releases, point releases and service releases.

2.2.3. **Support Portal.** The method of initiation of Support requests is through the web-based support portal located at SolarWinds' main web site: <http://www.solarwinds.com/customerportal>. Your Contact personnel, as identified to SolarWinds, are entitled to open a secure login to the Support Portal and use the Ticket Manager Application to submit a support request for any covered Support. Each submitted service request is given a unique identification number (ID). Services logged through the SolarWinds Support Portal are managed using the English language.

3. **LIMITATIONS OF SOFTWARE SUPPORT.**

3.1. **Access to Your Computer System.** Upon explicit request by You, You acknowledge that SolarWinds may perform certain Software Support that may be conditioned upon access to Your information and/or access to Your computer system. Information that may be accessed during Software Support may include, but is not limited to, the type of hardware You are using, a description of the problem for which You are seeking Software Support, and additional software You are using that falls outside the scope of coverage. You understand and agree that the completeness and accuracy of the information You provides to SolarWinds may affect SolarWinds' ability to provide Software Support.

3.2. **Maintenance and Modifications.** If You have not paid the fees required for Software Support or to continue Software Support, SolarWinds is not obligated to provide You with Software Support. If You have made modifications or changes to the Platform or Software, except for any modification or change made by You as directed by SolarWinds, SolarWinds may, at its discretion, decline to provide Software Support for Software or the Supported Hardware or Platform.

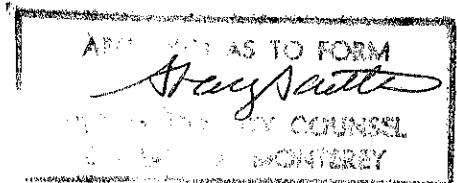
4. **MISCELLANEOUS.**

4.1. If any provision of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This Agreement shall be governed by the laws of the State of Texas and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply.

4.2. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties may exchange signature pages by facsimile and such signatures shall be effective to bind the Parties.

4.3. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

4.4. This Agreement is the complete and exclusive statement of agreement between the parties relating to the matters contemplated herein and supersedes all other written and oral contracts, proposals, and other communications between the parties.





March 6, 2013

Natividad

**Re: Authorized Reseller**

Dear Sir or Madam,

We hereby confirm that Software House International is a registered reseller which can offer all of the SolarWinds software products, including those listed for sale in Quote(s) QN326729 and QN326644. If you have any questions please do not hesitate to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Barton Kalsu".

J. Barton Kalsu  
SVP Finance

## SolarWinds Quotes

Exhibits R & S



Exhibit R

Pricing Proposal  
Quotation #: 6331573  
Created On: 2/19/2013  
Valid Until: 4/30/2013

**Natividad Medical Center**

**Inside Sales Account Manager**

**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Orion NetFlow Traffic Analyzer Module for Orion SLX - ( v. 2 ) - product upgrade license - 1 user - upgrade from Orion NetFlow Traffic Analyzer Module for Orion SL100 - Win SolarWinds - Part#: 3603	1	\$10,886.60	\$10,886.60
2 Orion Application Performance Monitor Module AL1100 - Upgrade license - up to 1100 monitors - Win SolarWinds - Part#: 4835	1	\$8,598.00	\$8,598.00
		Subtotal	\$19,484.60

**Additional Comments**

3603 & 4835 are the upgrade skus. This will increase the license counts for their NetFlow and Server and Application Monitor.

The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.



EXHIBIT 5

Pricing Proposal  
Quotation #: 6336841  
Created On: 2/20/2013  
Valid Until: 4/30/2013

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**Natividad Medical Center**

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**Inside Sales Account Manager**

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**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Orion NetFlow Traffic Analyzer Module for Orion SLX - Maintenance (renewal) ( 1 year ) - 1 server - Win SolarWinds - Part#: 3060	1	\$5,197.87	\$5,197.87
2 SolarWinds Maintenance - Technical support (renewal) - phone consulting - 1 year - for Orion Application Performance Monitor Module AL1100 SolarWinds - Part#: 4812	1	\$3,544.01	\$3,544.01
		Subtotal	\$8,741.88

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**Additional Comments**

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maintenance co-termed to expire 03/03/2015  
charged difference between NTA100 to NTA SLX upgrade on multi year renewal

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

## RSI Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quote set forth in  
Exhibits T

Quotes Immediately Following



MAINTENANCE AGREEMENT FOR RSA PRODUCTS

\*\*\* IMPORTANT \*\*\*

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE RSA SOFTWARE.

IF YOU ARE VIEWING THIS AGREEMENT IN CONNECTION WITH A DOWNLOAD, ONLINE OR ON A COMPUTER DURING INSTALLATION, THEN YOU WILL BE ASKED TO ACCEPT OR REJECT THE AGREEMENT ON BEHALF OF YOUR COMPANY. BY INDICATING YOUR ACCEPTANCE, YOU AGREE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND CUSTOMER AGREES TO BE BOUND BY IT.

IF YOU ARE HOLDING A PAPER COPY OF THIS AGREEMENT, DO NOT OPEN THE DISK PACKAGE OR OTHER MEDIA UNTIL YOU READ THIS AGREEMENT. BY OPENING THE SEALED PACKAGE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT, AND CUSTOMER AGREES TO BE BOUND BY IT.

THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM A LOCATION IN THE UNITED STATES, MEXICO OR SOUTH AMERICA:

This is a legal agreement between the end user customer ("Customer") and RSA Security LLC ("RSA"). This Agreement may be superseded by (a) any written agreement signed by both Customer and RSA or (b) any written evaluation license included with the RSA Software (defined below).

THE FOLLOWING SECTION APPLIES ONLY IF CUSTOMER IS ORDERING RSA PRODUCTS FROM A LOCATION OUTSIDE OF THE UNITED STATES, MEXICO OR SOUTH AMERICA (IN CANADA, EUROPE, AFRICA OR ASIA PACIFIC):

This is a legal agreement between the end user customer ("Customer") and RSA (which means (i) the local EMC sales subsidiary, if Customer is located in a country in which RSA does business through a local EMC Corporation sales subsidiary; and (ii) EMC Information Systems International ("EISP"), if Customer is located in a country in which EMC Corporation does not have a local sales subsidiary). This Agreement may be superseded by (a) any written agreement signed by both Customer and RSA or (b) any written evaluation license included with the RSA Software.

GENERAL TERMS AND CONDITIONS

This Maintenance Services Agreement ("Agreement") states the terms and conditions under which RSA will perform, and Customer will receive, the Maintenance Services described herein.

1 **DEFINITIONS.** The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable license agreement between RSA and Customer shall apply to this Agreement to the extent such terms are used herein.

- A. "**Customer Contacts**" means identified Customer personnel who are familiar with Customer's software environment and will coordinate all technical support calls to RSA.
- B. "**Documentation**" means the then-current, generally available, written user manuals and online help and guides for any Software and/or Hardware provided by RSA.
- C. "**Error**" shall mean any reported malfunction, error or other defect in the Product that can be reproduced by RSA and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.
- D. "**Hardware**" means the hardware product that the Software is incorporated in or bundled with and sold as a unit.
- E. "**Product**" means Hardware and/or Software. Products do not include Evaluation Products.

- F. **"Production System"** shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality assurance, disaster recovery or testing.
- G. **"Relief"** shall mean an intervention by RSA that restores Product operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Product issue; (ii) Customer's Production System is operational and Customer is able to perform business critical operations that relate to the Product; and/or (iii) the identified Error does not originate from the Product.
- H. **"Service Request"** shall mean a ticket that has been opened, documented, and is being managed by RSA in response to a Customer's report of an Error.
- I. **"Software"** shall mean the software licensed by Customer under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any Hardware.
- J. **"Software Release"** means any subsequent version of Software that RSA makes generally available to its customers who are current on their Maintenance Services fees but does not mean new Software.

## 2 MAINTENANCE SERVICES.

- A. **Basic and Enhanced Support Coverage.** Customers may purchase the following Maintenance Services:
  - (i) **"Basic Support Coverage"** shall include the following Maintenance Services: (a) Telephone Support during the hours of 8:00 AM through 5:00 PM, local Customer time, Monday through Friday (except for any RSA-designated company holidays); and (b) Web Support.
  - (ii) **"Enhanced Support Coverage"** shall include the following Maintenance Services: (a) Telephone Support on a 24 x 7 x 365 basis, with rapid resolution by global network of support centers; and (b) Web Support.
  - (iii) Hours of support for Basic Support Coverage and Enhanced Support Coverage are subject to change by RSA upon prior written notice.
- B. **Maintenance Services.**
  - (i) Except as otherwise provided in Section C below (Personalized Support Options), all Maintenance Services are provided remotely from RSA's premises as follows:
    - (a) Web Support. RSA shall provide Customer with access, through a separate registration process, to (i) for Customers who have licensed RSA Archer Software, Archer's community offering Blogs, Discussion Forums, and download of patches and bug fixes and (ii) for all other Customers, RSA's online technical support knowledge database, offering Customer the ability on a 24x7 basis (24 hours a day, seven days a week) to raise issues, monitor Service Requests, and download patches and bug fixes. RSA's on-line Web Support resource is currently hosted at the following web address: <http://rsa.com/node.aspx?id=1068> (the "RSA Support Website"). Archer's online community is currently hosted at the following web address: <https://community.archer-tech.com> (the "Archer Support Website", and collectively with the RSA Support Website, the "Support Websites").
    - (b) Telephone Support. RSA shall provide telephone support to Customer. RSA's Telephone Support numbers are currently located at the following address: <http://rsa.com/node.aspx?id=1068>.
  - (ii) In the performance of the Maintenance Services, RSA will:
    - (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software and/or Hardware; and,
    - (b) Provide advice on how to use the Products by way of telephone, e-mail, and web-based technical assistance.



- C. **Software and Hardware Operating System Upgrades.** Customers who are current on payment of Maintenance Service fees, shall also receive the following software and hardware upgrades:
- (i) **Software Upgrades.** All Software Releases (including all Error corrections made available pursuant to this Agreement) that RSA in its sole discretion: (a) deems to be logical improvements to the Software; (b) make generally available to all licensees of the Software; and (c) does not separately price or market.
  - (ii) **Hardware Operating System Upgrade.** RSA shall also provide all core Hardware operating system upgrades. This does not include additional software or operating system variants that are required for optional capabilities. The application of a new operating system to the Hardware may require that Customer re-images the Hardware so that the updates apply properly. Application or use of any operating system, or other software or equipment with the Hardware, other than that provided by RSA, shall void Customer's Hardware warranty and RSA's maintenance obligations.
- D. **Personalized Support Options.** Customers who pay for Enhanced Support Coverage, and who are current on payment of Maintenance Services fees, may purchase the Personalized Support Options described herein at an additional fee and as ordered in a Quote, Schedule or Customer Purchase Order.

In addition to the TAM, DSE, and OSE support services specified below, all Personalized Support Options will include the following services:

- (1) Review, reporting, and management of Service Requests;
- (2) Monitoring and notification to client of Service Request trends;
- (3) Technical escalation management;
- (4) Bi-annual on-site account reviews;
- (5) Conference calls, scheduled as necessary, to discuss support-related matters; and
- (6) If the TAM, DSE, or OSE is unavailable, Customer may access RSA's 24x7x365 Telephone Support.

(i) **Technical Account Manager (TAM) Support Services.**

- (a) **Technical Account Manager.** RSA shall provide a Technical Account Manager ("TAM") who shall act as the Customer's designated point of contact within RSA for technical account management and escalation of Service Requests. The TAM shall be responsible for overseeing the Maintenance Services delivered and will work closely with Customer to ensure that appropriate resources are engaged to resolve Service Requests in a timely manner.
- (b) **Limitations.**
  - (1) TAM support services shall be provided in English language only.
  - (2) Each TAM will be assigned to one Product and one geographical region only, to be selected by Customer (i.e. North America, Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional TAM support for additional Products and/or geographical regions.

(ii) **Designated Support Engineer (DSE) Support Services.**

- (a) **Designated Support Engineer.** RSA shall provide a senior Designated Support Engineer ("DSE") who will act as Customer's single and direct point of contact on all technical issues associated with an assigned Product. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews. The DSE shall be reasonably available by telephone during Standard Support Hours.
- (b) **Limitations**
  - (1) DSE Support Services shall be provided in English language only.
  - (2) Each DSE will be assigned to one Product and one regional time zone only, to be selected by Customer (i.e. North America (EST or PST), Europe Middle East Africa, and Asia Pacific Japan). Customer must purchase additional DSE support for additional Products and/or regional time zones.

- (3) Customer shall be required to identify a maximum of four (4) Customer Contacts, who are familiar with Customer's software environment, to coordinate all technical support calls and/or interaction with the identified DSE as set forth above.

**(iii) On-Site Support Engineer (OSE) Support Services.**

- (a) On-Site Support Engineer. RSA shall provide a senior On-Site Support Engineer ("OSE") who will work act as Customer's single and direct point of contact on all technical issues associated with an assigned Product, and will be located at the designated Customer's worksite. The DSE will become familiar with Customer's technical environment, staff and unique support issues and will work directly with the Customer Contacts to resolve issues, manage technical escalations, and deliver business reviews.
- (b) Limitations. Each OSE will be assigned to one Product to be selected by Customer. Customer must purchase additional OSE service for additional Products.

**3. SOFTWARE ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.**

**A. Software Error Severity Classifications.** All Software Errors shall be classified by RSA as follows:

Error Severity	Definition	Examples
1 ("S1")	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> <li>■ Production System data corruption (data loss, data unavailable)</li> <li>■ Production System crash or hang</li> <li>■ Production Systems significantly impacted, such as severe performance degradation</li> <li>■ Production System and/or data is at high risk of potential loss or interruption</li> <li>■ Production System workaround is required immediately</li> <li>■ Time critical Production cutover impacted</li> </ul>
2 ("S2")	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> <li>■ Production System adversely impacted</li> <li>■ Non-Production System data corruption (data loss, data unavailable)</li> <li>■ Non-Production System crash or hang</li> <li>■ Non-Production System and/or data is at high risk of potential loss or interruption</li> <li>■ Non-Production System workaround is required immediately</li> <li>■ Development system(s) is inoperative</li> </ul>
3 ("S3")	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> <li>■ Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.</li> </ul>
4 ("S4")	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> <li>■ No Customer business impact</li> <li>■ Requests for enhancements by Customer</li> </ul>

- B. **Software Support Service Level Objectives (SLOs).** RSA will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Software according to severity level. The table below sets forth RSA's targets for support responses to Software Errors based on severity level:

SUPPORT LEVEL	SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
BASIC (9X5)	S1	2 hours (9x5)	Continuous during business hours (9x5) until Relief identified	Once per day (business day only)
	S2	4 hours (9x5)	Daily, during Customer business hours only	Once every 2-3 days (business day only)
	S3	8 hours (9x5)	Weekly during business hours	Once a week
	S4	12 hours (9x5)	Every other week during business hours	Once a month
ENHANCED (24X7)	S1	1 hour (24x7)	Continuous 24x7 until Relief identified	Every 3-4 hours, 7 days/week
	S2	3 hours (24x7)	Daily, during Customer business hours*	Once per day, business hours*
	S3	4 hours (9x5)	Weekly during business hours	Once a week
	S4	10 hours (9x5)	Every other week during business hours	Twice a month

\* Available weekends and evenings per Customer request

C. **Software Service Request Resolution Process**

- (i) Process. RSA handles all Customer support Service Requests on a **first-in-first-out** basis. RSA shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3(A) above. RSA may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.
- (ii) Escalation. If Customer and RSA are unable to mutually agree upon a resolution plan for S1 and S2 Errors, then the parties shall escalate the Service Request in accordance with RSA's escalation process. Once the escalation process has been initiated, RSA shall provide Customer with Service Request progress updates via phone or email on a mutually agreed upon schedule. Such progress updates shall include information about the Error description, daily progress, root cause (if known) and overall plan to resolve the Error.
4. **HARDWARE SUPPORT.** If an Error is identified in the Hardware, RSA shall use commercially reasonable efforts to provide one of the following remedies at RSA's sole and exclusive discretion: (a) an electronic remedy; (b) spare part replacement; or (c) Advance Replacement of Hardware.
- A. **Advance Replacement of Hardware.** An "Advance Replacement" occurs when RSA authorizes shipment of a replacement Hardware component to Customer prior to the defective Hardware component being returned to RSA for repair. Solely on the approval of an RSA customer care representative and subject to the RSA Return Material Authorization ("RMA") Process, RSA shall use commercially reasonable efforts to provide an Advance Replacement if an Error is identified in the Hardware. Any Hardware shipped under RSA's RMA process shall have the same licensed capacity as the original Product regardless of whether such replacement is a newer model of the defective Hardware. RSA posts additional information regarding its Advance Replacement policy on its Support Website.
- B. **Return Material Authorization ("RMA") Process.** If RSA determines that it is necessary for the Customer to return Hardware to RSA for repair or replacement, Customer must provide RSA with the Hardware component model,

serial number, and failure information to initiate the RMA Process. Customer must return Hardware within fifteen (15) calendar days for all other Hardware or Customer will be charged for the Advance Replacement.

## 5 CUSTOMER OBLIGATIONS.

- A. **Documenting Errors.** Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable RSA to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software or Hardware, description of Error, any error messages, and any requested support files.
- B. **Maintaining Product Integrity.** Customer will follow RSA best practices guidelines, which include maintaining an onsite disaster recovery for each Hardware appliance to enable RSA to restore the appliance in accordance with Customer's configuration. Customer agrees to not install any third party non-certified software or modify any existing software or firmware on the Hardware without notification to, and prior authorization by, RSA technical support in order to ensure that RSA's ability to maintain accurate records of Customer's existing environment.

## 6 ADDITIONAL EXCLUSIONS.

- A. **Use.** Maintenance Services specifically **excludes** support for any Errors caused by (i) operator error or use of the Software and/or Hardware in a manner not in accordance with the Product Documentation; (ii) use of the Software and/or Hardware with software and/or hardware other than that for which the Software and/or Hardware was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software used in conjunction with the Software or Hardware but not provided by or approved by RSA; (iv) any integration, modification, or repair of the Software and/or Hardware made by any person other than RSA; (v) installation of any application, firmware, or operating system on the Hardware other than that provided by RSA; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. In addition, support excludes any Error for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by RSA.
- B. **Supported Versions.** Maintenance Services also specifically **excludes** support for any version of the Software released by RSA which has reached its "end of primary support" (EOPS) date, as determined by RSA. Each Software Release will reach its EOPS date after a period of not less than thirty six (36) months following the date of that Software Release's "General Availability" (or "GA" release date, as this term is generally understood in the software industry). This time period may be extended by RSA at its sole discretion. In order to continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOPS date, Customers must upgrade to a currently supported Software Release. For certain Software Products, Customers may enter into an Extended Support agreement for a period of one or two years to obtain Maintenance Services for Software which has already reached its EOPS date. For additional information on Software EOPS dates and the availability of Extended Support agreements for such Software, please go to <http://rsa.com/node.aspx?id=2575>.

- 7 **REINSTATEMENT OF LAPSED SUPPORT.** If the Maintenance Services expire or are terminated, and Customer subsequently seeks to reinstate Maintenance Services, Customer shall pay: (a) the cumulative Maintenance Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then-current reinstatement fee, as quoted by an authorized RSA representative, distributor or reseller.

## 8. PAYMENT.

- A. **Payment.** Customer shall pay the fees set out in an exhibit attached hereto or a Quote including Personalized Support Options annually in advance. Customer shall pay the applicable support fee for such support net 30 days from the date of invoice, unless otherwise agreed by the parties in writing.
- B. **Renewal Fees.** Each time Customer renews annual Maintenance Services as set forth in Section 9(A) below, Customer shall pay RSA's then-applicable support fees, as quoted by an authorized RSA representative, distributor or reseller, in advance for the upcoming year, net 30 days from the date of invoice.
- C. **Overdue Payments and Taxes.** Overdue payments hereunder are subject to a finance charge of 1% per month (12% per year), plus all expenses incurred by RSA in collecting such overdue amounts. Prices are exclusive of all taxes now in force or enacted in the future, and Customer shall pay such taxes, except for taxes imposed on RSA's income.

Customer is responsible for obtaining and providing to RSA any certificate of exemption or similar document required to exempt Customer from any tax liability.

**9. TERM AND TERMINATION.**

- A. **Term and Renewal.** Unless otherwise terminated in accordance with this Section 9, Maintenance Services shall be provided for an initial term of one year from the date of shipment of the Product or when the Software is first made available electronically (the "Initial Term"). Customer may thereafter renew Maintenance Services on an annual basis by paying RSA the applicable support fees, unless RSA notifies Customer at least 60 days before the expiration of the Initial Term or any renewal term of its intent not to renew Maintenance Services.
- B. **Termination for Breach.** Either party may terminate Maintenance Services upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 30 days after such notice.
- C. **Termination of License Agreement.** Maintenance Services for RSA Software shall automatically terminate upon the termination of Customer's right to use the RSA Software pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Maintenance Services, Customer shall have no right to a refund of any previously-paid Maintenance Services fees.

**10. WARRANTY.**

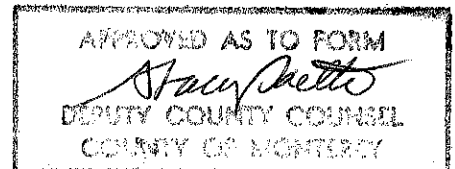
- A. **Services Warranty.** RSA warrants for ten (10) days from the performance of the Maintenance Services provided hereunder, that such Maintenance Services shall be performed in a workmanlike manner consistent with generally accepted industry standards. Notwithstanding anything to the contrary contained herein, RSA does not warrant or represent that all Errors, whether in Software or Hardware, can or will be corrected. RSA's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for RSA to use reasonable efforts to (i) re-perform the deficient services within a reasonable time, or (ii) replace any replacement parts which become defective during a period in which the Product containing the replacement part is covered by warranty or Maintenance Services, or sixty (60) days after installation thereof, whichever occurs later. If, after reasonable efforts, RSA is not able correct such deficiencies then Customer has the right to terminate for breach in accordance with section 9B herein.
- B. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, RSA PROVIDES MAINTENANCE SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
- 11. **GENERAL.** All Releases or other enhancements, modifications or fixes to the RSA Software provided to Customer pursuant to this Agreement constitute RSA Software licensed to Customer under any applicable license agreement between RSA and Customer (the "License Agreement"). This Agreement is not an amendment to any such License Agreement but is a separate binding agreement that incorporates terms of any such License Agreement relating to license and ownership rights, use limitations, limitation of liability, and confidentiality and non-disclosure obligations. Additionally, this Agreement incorporates by reference any "Miscellaneous" or "General" provisions of any such License Agreement in their entirety.

\*\*\*\*\*

If Customer accepts this Agreement, then please select "OK," "Yes," "I agree" or otherwise answer in the affirmative. By selecting this acceptance option, Customer agrees to be bound by this Agreement.

If Customer does not choose to be bound by this Agreement, then please select "Cancel," "No," "I disagree" or otherwise answer in the negative, and the download or installation procedure will terminate immediately. Please contact the party from which Customer purchased this license for the refund and return information relating to the non-acceptance of this Agreement.

\*\*\*\*\*





The Security Division of EMC

October 09, 2012

RSA SecurID is available for open distribution. If SHI has a relationship with Ingram Micro, Arrow or Avnet SHI may purchase and resell SecurID-related products from any of the above distribution partners.

Additionally, SHI is authorized to purchase and resell the following RSA products lines: RSA Authentication Manager, RSA enVision, RSA Data Loss Prevention Suite, RSA Netwitness, and RSA Archer.

All related RSA products and services are governed by RSA shrink-wrap License Agreement.

Please accept this as a fully executable Letter of Agency for your purposes.

Respectfully submitted,

RSA SecurWorld Team

RSA Security Inc.  
174 Middlesex Turnpike  
Bedford, MA 01730

Tel 781 515 5000  
Fax 781 515 5450  
[www.rsa.com](http://www.rsa.com)

RSI Quote

Exhibit T



EXHIBIT 1

Pricing Proposal  
Quotation #: 5264169  
Reference #: BPO 9600 4581-002  
Created On: 2/29/2012  
Valid Until: 3/30/2012

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**Natividad Medical Center**

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**Michael Cross**  
1441 Constitution Blvd.  
Salinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

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**Inside Sales Account  
Manager**

---

**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 36MO MNT ENHANCED FOR SECURID APPL BASE ED PER U QTY B/W 30-100 RSA Security - Part#: APP0000100BE36	50	\$50.00	\$2,500.00
		Subtotal	\$2,500.00

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*

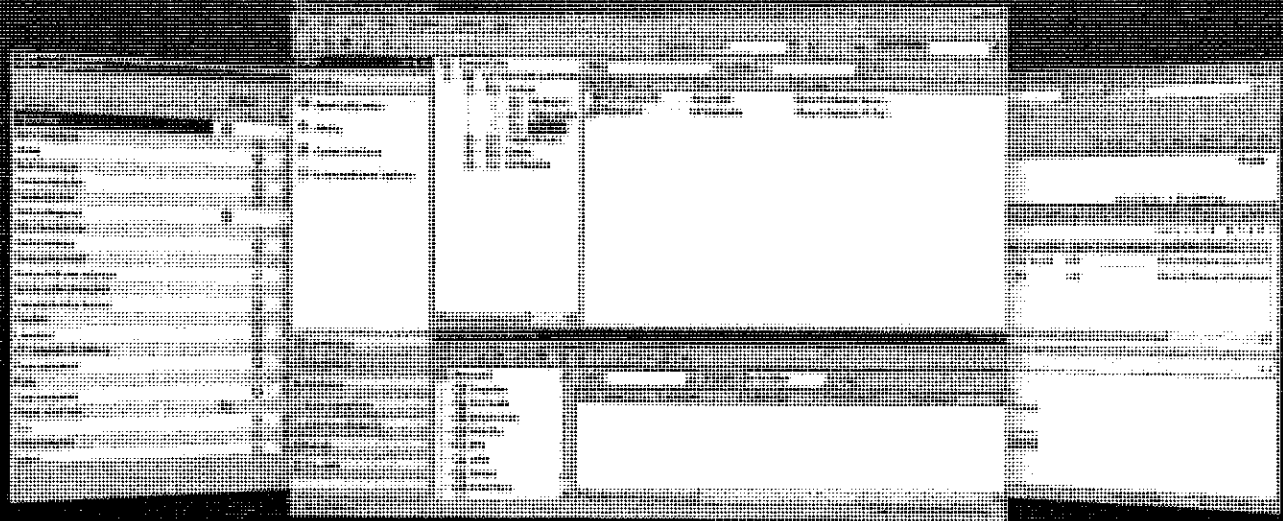


LANDesk Service Description & Maintenance Agreement

The Attached Maintenance Agreement applies to the quote set forth in  
Exhibit U

Quote Immediately Following

# LANDesk® Management Suite 9



Discover, Manage, Update and Protect  
from a Single Integrated Console

## From Reactive to Proactive: Beyond the Break/Fix Mentality



User migration assistance



Software license monitoring



Software distribution



OS deployment



Discovery



Remote control



Application virtualization



Power management



Hardware-independent imaging



Reports and dashboards

*"Upgrading new software releases used to be a very hectic process. LANDesk® Management Suite enabled us to upgrade the whole bank to Office 2007 in two days. We could have done it in a single day, but we wanted to deploy it in two phases. Without LANDesk it would have taken us months or more to complete. LANDesk saved us a lot of time."*

—Mohammad Usman Butt  
IT Security Supervisor  
Industrial Bank of Kuwait

These days, enterprise IT infrastructures are so heterogeneous that most IT managers could use a supplemental ulcer insurance policy. Even folks at the few enterprises not yet grappling with Macs and Unix-based operating systems still get chronic heartburn just trying to manage patches and upgrades for all the different versions of Microsoft® Windows® they're supporting.

Either way, most IT departments have so much going on beyond mere OS maintenance that it's nearly impossible to move beyond the "just fix whatever's broken" mindset. And that's assuming you actually have an accurate picture of how many devices are connected to your infrastructure, how many licenses you have for crucial applications, and how many of those licenses are actually being used.

Even if you have a pretty good handle on those numbers, and even if your IT team *has* emerged from the primordial slime of sneaker-nets and moved on to pushing packages to users—or perhaps even offering self-service portals—there's much more you can do to make your job easier and more effective. In fact, with the right solutions you can achieve what many have considered a pipe dream for far too long—you can make changes that cause IT to be viewed as a proactive operation with significant business value rather than a reactive consumer of company capital.

For example, how about saving a hoatload of money by reclaiming a slew of unused software licenses no one knew about? Or instituting power-management policies that drastically reduce expenditures while boosting the company's image?

And trust us—we know that "reactive" reputation is completely undeserved. We know you spend countless hours looking for powerful, innovative solutions to improve the IT experience for everyone in your organization. But we also know covering all the necessary bases adds a new wrinkle to your problems: It requires so many different consoles that IT still wastes untold hours learning, setting up, checking, and flitting between them all.

Right about now you're probably nodding your head and wondering, "So why hasn't anyone created an integrated systems management solution? Why isn't there a single solution that acknowledges and facilitates systems management as a collaboration of capabilities that act in concert?"

We're glad you asked. The answer is simple: There is—it's called LANDesk® Management Suite.

The Perfect Balance between User Flexibility and Enterprise Readiness  
LANDesk Management Suite gives you all the control you need—no matter how big or diverse your environment—to address IT concerns in the 21st century. It enables you to discover devices in your network and store information on its configurations, OS, processor speed, installed memory, hard drive capacity, loaded applications, and more in a central database. That information helps you optimize the systems under your umbrella, and when you combine it with impressive reporting features you have all you need to thoroughly prepare for audits.

But that's just the beginning. LANDesk Management Suite includes gateway technology that makes it a piece of cake to manage each system—whether it's at headquarters or on the other side of the world—based on the system's unique needs. And if ever there's a problem, simply launch a remote session to quickly resolve it and keep customers productive. Best of all, LANDesk Management Suite doesn't impose any preconceived notions about how you should manage your environment. You get to draw the line between user autonomy and enterprise readiness to create the perfect balance between flexibility and proper precautions.

## Key Features

LANDesk Management Suite provides a multitude of notable benefits in several critical categories.

### Enterprise Efficiency and Scalability

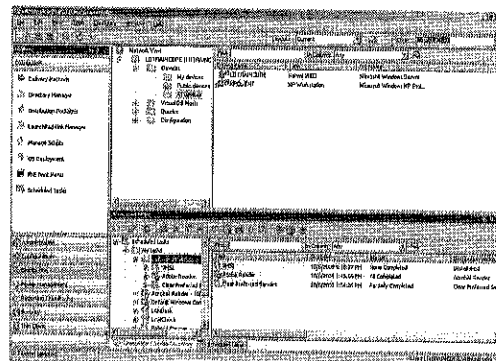
- **NEW Content replication**—Replicates content from any file server source to other servers, enabling faster, more controllable, more reliable, and more efficient distribution of content, patches, updates, etc.
- **NEW Core synchronization**—Lets you manage configurations and tasks for all of your cores from one place
- **NEW Enterprise reporting**—Now providing a more powerful and flexible reporting tool that is capable of displaying the data you care about in the way you need to see it
- **Rollup core**—Lets you collect and view data from all of your cores, providing a centralized view of your enterprise
- **LANDesk® Management Gateway technology**—Gives you complete anytime, anywhere management access to users outside your corporate firewall and at geographically distributed sites
- **Granular role-based administration**—Makes console user management easy, secure, and flexible
- **LANDesk® Dynamic Preferred Server**—Enables you to distribute packages with functional load balancing and fault tolerance
- **Off-core inventory service**—Increases efficiency by distributing inventory processing across multiple servers
- **Agent watcher**—Lets you restart downed agents, restore them to their original state, and alert IT staff if a user removes or tampers with one
- **Enterprise alerting**—Helps you maintain control and keep the most important information in one easy-to-view section

### Software License Monitoring

- **NEW All-new interface**—Lets you see and manage data in ways that meet your singular needs: IT administrators can view the network from a product perspective, license administrators can view it from a license perspective, and managers can take an organizational or group perspective
- **NEW Dynamic products**—Simplify asset management with version wildcarding that lets you merge multiple product versions into a single, dynamic product
- **NEW Return on investment (ROI) reports**—Give you the information you need to manage licenses more wisely and reduce license costs. Additional reports help decrease the likelihood of being audited—as well as avoid being stuck with major fees in the event you are
- **Software usage monitoring**—Tells you who's using what and how often so you can prioritize license allocation
- **Comprehensive license monitoring**—Detects software license use with application usage, license reporting, and compliance reporting
- **Hyper-aware scanning**—Helps you find known and unknown applications, as well as define and track previously unknown applications

### Software Distribution

- **NEW Return code mapping**—Defines return codes to improve application installation accuracy
- **NEW MSI native support**—Enables you to copy and paste MSI command line calls
- **NEW Simplified work flow**—Makes for easier, faster scheduling of package installations



*"LANDesk provides me the tools and technologies I need to secure and manage my IT environment in a way that saves me time and money, while allowing me to focus on other important projects."*

—Miguel Laruccia  
IT Manager for the Latin America Region  
Louis Vuitton

*"LANDesk has changed the way we work, allowing IT to be a better partner with business, prove its value, and be more proactive in creating and easily deploying solutions that help the business succeed."*

—Rob Young  
Manager of End User Support  
American Modern Insurance Group

## Key Features continued

- ▣ **NEW Simplified bandwidth controls**—Help you quickly, easily set bandwidth options
- ▣ **Intelligent, location-aware distribution**—Helps you customize configurations appropriately
- ▣ **Task-based modeling**—Separates package building and delivery methods to improve efficiency
- ▣ **LANDesk® Targeted Multicast™**—Lets you distribute large packages to multiple users with minimal bandwidth and without dedicated hardware or router reconfigurations
- ▣ **LANDesk® Peer Download™ technology**—Allows you to access packages already delivered to a subnet
- ▣ **Prerequisite checking and package chaining**—Installs prerequisite packages and enables you to automatically install multiple packages in a single operation
- ▣ **Task scheduler**—Integrates with directory-service and asset-inventory databases to help you easily select targets
- ▣ **Package-agnostic distribution**—Deploys any package type and provides access to multi-file MSI support
- ▣ **Self-service portal**—Reduces help-desk incidents, empowers users to initiate approved installations, and enables faster troubleshooting via detailed histories
- ▣ **Policy-based distribution**—Deploys multiple software packages in a single policy and ensures the packages are available for future updating and reapplication if necessary

### OS Deployment and Profile Migration

- ▣ **NEW Ultra-efficient deployment**—Leverages our patented Targeted Multicast and Preferred Server technologies to quickly get large image files onto target machines
- ▣ **NEW Automated profile migration**—Captures user, application, and desktop settings and files and restores them to new machines
- ▣ **NEW Hardware-independent imaging**—Manages a driver library and inserts only the relevant drivers at run time, then automates the SYSREP process so Windows can find them
- ▣ **PXE proxy technology**—Makes it a breeze to provision bare-metal machines without changing the router configurations or standing up multiple servers
- ▣ **Windows PE and Linux PE support**—Enables you to image up to three times faster than previously, and provides better hardware recognition and driver support

### Remote Control

- ▣ **Console-based control over role-based rights**—Centralizes management duties and boosts productivity
- ▣ **Application-layer agent**—Improves performance and prevents conflicts
- ▣ **Remote management**—Enables you to perform maintenance anytime with remote wake, remote reboot, and remote application launch abilities
- ▣ **Integrated chat, bidirectional file transfer, and automatic session logging**—Help you rapidly resolve problems and create reports and full audit trails
- ▣ **Browser-based support**—Lets you resolve issues anywhere on the network from any computer with a browser
- ▣ **Platform flexibility**—Lets you use the platform of your choice—Mac or PC—to remotely manage any system without having to jump from console to console

### Inventory Management

- ▣ **Comprehensive inventory database**—Lets you filter inventory data through a system with information on thousands of products and manufacturers to obtain more accurate product and file recognition with normalized data that can be leveraged by LANDesk® Asset Lifecycle Manager
- ▣ **Scalable discovery**—Facilitates real-time, subnet-level tracking of unmanaged networked devices, even if those devices have a firewall enabled
- ▣ **Detailed asset views**—Provide asset tag, serial number, embedded pointing device, fixed-drive, and CD-ROM information
- ▣ **Reporting dashboard**—Helps you publish reports to a file share in HTML, PDF, DOC, RTF, or XLS formats
- ▣ **Up to eight threads**—Significantly improves inventory service performance
- ▣ **Bandwidth efficiency**—Enables automatic unmanaged device discovery (UDD), agentless inventory, and delta inventory scans with compression

### LANDesk® Power Manager

- ▣ **NEW Historical tracking and reporting**—Monitors actual system usage and corresponding savings at the client level
- ▣ **NEW Process-sensitive policy triggers**—Identify processes or applications that shouldn't be interrupted by power policies

Visit [www.landesk.com](http://www.landesk.com) for more information.

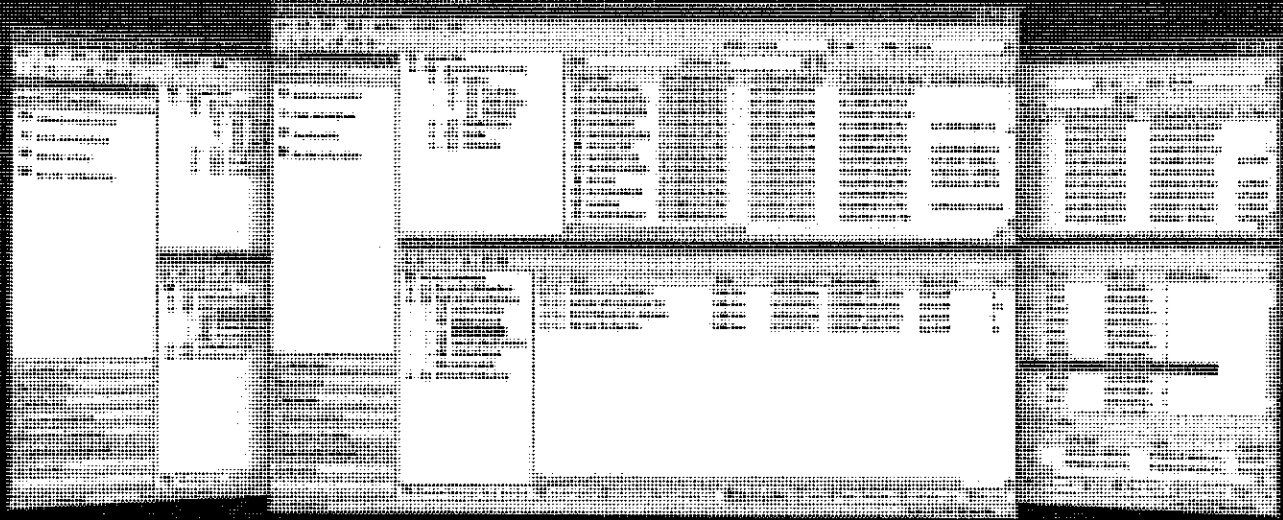
To the maximum extent permitted under applicable law, LANDesk assumes no liability whatsoever and disclaims any express or implied warranty, relating to the sale and/or use of LANDesk products including liability or warranties relating to fitness for a particular purpose, merchantability, or infringement of any patent, copyright or other intellectual property right, without limiting the rights under copyright.

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**LANDesk**  
SOFTWARE

# LANDesk® Security Suite 9



Secure All of Your Deployed Systems

>>>  
**LANDesk®**

## LANDesk® Security Suite

safeguards your enterprise with:

- Whitelisting
- Blacklisting
- Application control, including host-based intrusion prevention (HIPS) functionality
- Personal firewall
- Patch management
- Process modeling and automation
- Antivirus, anti-spyware, and anti-malware features
- Third-party antivirus enforcement
- Device control
- Policy enforcement
- Data-loss prevention
- Dynamic, location-aware policies that detect trusted and untrusted networks
- Remote policy enforcement
- Microsoft® Windows® firewall management
- Network access control (802.1x)
- Asset discovery and inventory
- WAP discovery
- Real-time device discovery
- USB encryption
- Vulnerability detection and remediation
- Security configuration enforcement
- Compliance to standards such as:
  - Payment Card Industry Data Security Standards (PCI DSS)
  - Federal Desktop Core Configuration (FDCC)
  - Security Content Automation Protocol (SCAP)
  - Health Insurance Portability and Accountability Act (HIPAA)
  - Sarbanes-Oxley

## Connect and Secure All the Links in Your IT Chain

These days, IT departments like yours are tasked with overseeing more security operations and process concerns than ever before. The number of threats, applications, wireless devices, and compliance demands is growing exponentially. What's frightening is that your infrastructure is only as strong as its weakest link.

Your infrastructure is a "chain" of links, from core servers to network servers and a myriad of devices—including desktops, laptops, and portable storage media. And the only thing more frightening than contemplating how under-protected some of these links are (USB drives, for example) is realizing that, from a security standpoint, many of them aren't even connected—at least not in a way that enables you to effectively manage their operations and process issues. (Think road-tripping laptops.) These links are just floating out in the ether, waiting to be either exploited or incorporated into the rest of your network chain and strengthened to the same level as the stuff you've already got under control.

We're pretty sure you'll agree the latter option is the way to go. Because when the inevitable security breach comes—whether it's data leakage, a virus, malware, spyware, or another form of malicious attack—you need to be able to react immediately. And the stakes couldn't be any higher: Failure to recognize and remediate problems as quickly as possible risks loss of invaluable proprietary data, irreparable brand damage, and significant capital loss from plummeting productivity—as well as possible fines and legal action in the case of customer data loss.

But it's more than that. Although lots of solutions on the market deal with these vulnerabilities, the fact that there are so many tools is actually part of the problem. Because when data is compromised, when weaknesses are exploited, when critical patches need distribution, you don't want to be hunting through 25 different consoles to find the one that'll close the loop.

That's why you need a single, comprehensive solution that integrates a personal firewall, patch management, application control, whitelisting, blacklisting, compliance assessment, and a host of other cutting-edge security solutions to keep your enterprise safe—all from one mighty console.

### That's Why You Need LANDesk® Security Suite 9

Stellar security comes with stellar management of network endpoints, but you can't secure devices you can't discover. And let's face it—with the rising trend toward telecommuting and ever-more-portable storage media—this is getting harder, not easier. That's why you and your team are regularly working longer hours when you should be enjoying worry-free evenings and weekends.

But with LANDesk® Security Suite, your weekends will soon be your own again. LANDesk works with customers all over the world to understand and address your everyday concerns, things like enforcing policies on computers anywhere in the world and making dynamic changes based on whether those machines are connected to trusted or untrusted networks.

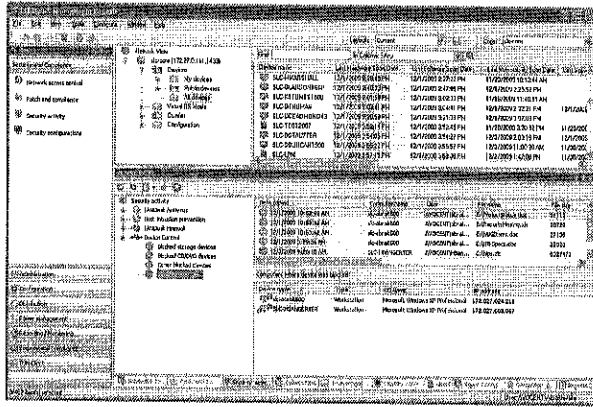
And that's not the half of it. LANDesk Security Suite makes comprehensive protection a reality with robust solutions in every major sector of your endpoint security needs.



## Key Features

### Integrated Endpoint Security

- **NEW LANDesk® Personal Firewall**—Limits access to authorized networks or IP addresses to ensure increased system protection and dramatically reduce the potential for effective system attacks
- **NEW Location-aware policies**—Preserve productivity and reduce the chance of data loss and infection with dynamic policies that adjust security settings—including application control, anti-malware configuration, and removable storage restrictions—based on the environment a selected machine is in
- **NEW Application and device control**—Uses a single, integrated agent that monitors, protects, and controls application and device usage on the endpoint



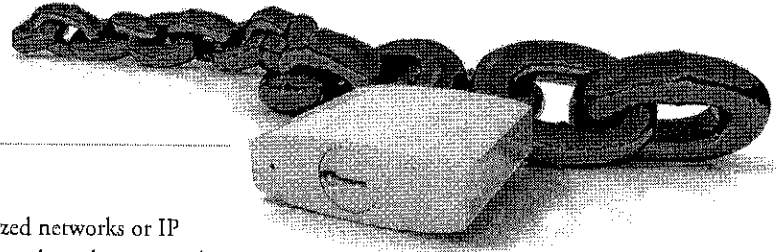
LANDesk® Personal Firewall

### Compliance Assessment and Remediation

- **Comprehensive assessments**—Help you enforce alignment with compliance standards such as Payment Card Industry, SANS, NIST, NSA and others to support PCI DSS, FDCC, SCAP, HIPAA, and Sarbanes-Oxley
- **Robust reporting capabilities**—Include trend graphs and security policy and spyware reports
- **LANDesk® Network Access Control (optional)**—Works with LANDesk Security Suite to prevent compromised or noncompliant systems from connecting to the network until they have been fully remediated

### Device Control

- **USB encryption policies**—Control use of mass storage devices by making them read-only, blocking them entirely, or forcing encryption
- **Advanced device management**—Oversees access to drives, modems, USB and communications ports, bridging networks, and wireless channels such as 802.11x and Bluetooth
- **Shadow-copy functionality**—Monitors files copied to peripheral devices to prevent data leakage on CD-ROMs, DVDs, and other portable media



*"LANDesk has given us greater visibility, flexibility and control over the management and security of our endpoints, while significantly increasing our overall user satisfaction. It has been a great success for us."*

—Ranabir Dey  
Director of IT  
American Institute of Certified Public  
Accountants (AICPA)

*"By being able to direct patch, spyware remediation, vulnerability scanning, and inventory control from a central interface, LANDesk® Security Suite has helped VCPi reach greater levels of security control and efficiency."*

—Joe Riesberg  
Manager of IT Security and  
Regulatory Compliance  
VCPi

*"We did an analysis of several different products and LANDesk came out way ahead. The different layers of security in LANDesk give us a lot of power and flexibility. Whether it's blocking a file or rolling out a patch, LANDesk enables us to address threats and keep our PCs secure."*

—Judy Brown  
Senior Manager of IT Support  
N.E.W. Customer Services  
Company, Inc.



## Key Features continued

### Application Control

- **Host-based intrusion prevention (HIPS) functionality**—Adds zero-day and stealth-rootkit threat protection with behavior-based execution control and blocking that prevents malicious attacks on the host
- **Whitelisting and blacklisting**—Allows only authorized programs to run and stops unauthorized or prohibited applications—including on systems disconnected from the network—even if users rename the file
- **Seamless integration**—Ensures that application control features work in tandem with new personal firewall features
- **Group and user-level restrictions**—Offer greater control of who can access specific applications

### Advanced Vulnerability Assessment and Remediation

- **Patch management**—Automatically identifies operating system and application patch needs using LANDesk's comprehensive vulnerability assessment and patch database; also shows what vulnerabilities a patch might introduce by revealing which patches depend on others
- **Custom settings**—Let you control which vulnerabilities and newly available definitions you receive alerts on; also lets you build custom patch packages to address any detected vulnerability and bring systems into compliance with company or industry standards
- **LANDesk® Targeted Multicast™ and LANDesk® Peer Download™ technologies**—Achieve a fully patched state across the enterprise more quickly and with minimal impact to the network
- **Standard, custom, and high-frequency scans**—Provide increased flexibility in controlling what you scan for and how often you scan for it
- **Hands-off deployment**—Automates the pilot and rollout phases of vulnerability assessment and patch deployment

### LANDesk Antivirus, Anti-spyware, and Anti-malware Protection

- **Advanced protection**—Eases network burden and centralizes protection against spyware, adware, Trojan horses, keyloggers, and other malware
- **Award-winning LANDesk® Antivirus (optional)**—Integrates with LANDesk Security Suite to protect systems, including Microsoft Exchange Server 2007 from stealth rootkits and other forms of malware

### Enforcement of Windows Firewall and Existing Antivirus Solutions

- **Third-party antivirus control**—Manages antivirus solutions from McAfee, Norton, Sophos, Symantec, Trend-Micro, CA, ESET, and Kaspersky
- **Microsoft Windows firewall management**—Identifies unprotected wired and wireless machines, and enables and configures Windows Vista® and Windows XP firewalls
- **Custom configurability**—Lets you set up one firewall for all systems or customize firewall configurations for individual systems or groups of systems

### Beyond Security: Make IT the Precision Machine Powering Enterprise Success

When you've got a comprehensive toolset like what we've packed into LANDesk Security Suite, you don't just make IT an unbreakable chain securing the gateway to your organization—you also make it a precision-milled chain that reliably and continuously transmits power between all the crucial gears in the enterprise machinery. Rather than facilitating haphazard progress like a moped whose chain falls off periodically, an IT department running LANDesk Security Suite helps the enterprise function like a luxury Ducati racing bike. Because when endpoint security is optimized and systems are running at full capacity, the entire enterprise maintains productivity and progresses toward its business objectives.

To get your organization on the fast track to comprehensive security, contact a LANDesk sales representative for a product demo.

Visit [www.landesk.com](http://www.landesk.com) for more information.

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IN THE EVENT THAT A RESELLER, SYSTEM INTEGRATOR, MANAGED SERVICES PROVIDER, CONSULTANT, CONTRACTOR OR OTHER PARTY ("EXTERNAL PARTY") USES OR INSTALLS A LANDESK PRODUCT ON LICENSEE'S BEHALF PRIOR TO LICENSEE'S USE OF A LANDESK PRODUCT, SUCH EXTERNAL PARTY (A) SHALL BE DEEMED TO BE LICENSEE'S AGENT ACTING ON LICENSEE'S BEHALF AND LICENSEE SHALL BE DEEMED TO HAVE ACCEPTED ALL THE TERMS AND CONDITIONS OF THIS EULA AS IF LICENSEE HAD USED AND INSTALLED SUCH LANDESK PRODUCT; (B) SHALL DISCLOSE THIS EULA TO THE LICENSEE PRIOR TO INSTALLATION OR USE OF ANY LANDESK PRODUCT; AND (C) SHALL NOT RETAIN ANY COPIES OF ANY LANDESK PRODUCT LICENSED TO LICENSEE.

This EULA is for the license, Maintenance and/or Support Services, if any, of the applicable LANDesk Product (defined below) and is a legal agreement between you ("Licensee"), and the applicable LANDesk entity set forth below ("LANDesk"):

If Licensee has its primary office located outside of the North America, Central America, South America (collectively, the "Americas"), Japan or the People's Republic of China ("PRC"), this EULA is between Licensee and LANDesk International Limited, an Irish company.

If Licensee has its primary office located in North America, Central America, and South America (excluding Brazil) this EULA is between Licensee and LANDesk Software, Inc., a Delaware corporation.

If Licensee has its primary office located in Brazil, this EULA is between Licensee and LANDesk Comércio de Software Brasil Ltda.

If Licensee has its primary office located in Japan, this EULA is between Licensee and LANDesk Software K.K., a Japanese company.

If Licensee has its primary office located in the PRC, this EULA is between Licensee and LANDesk (Beijing) Information Technology Co., Ltd., a Chinese company.

### 1. DEFINITIONS. As used in this EULA:

"Authorized Digital Certificate" means the software certificate required for use of the LANDesk Products consisting of two components: (a) a software component generated by LANDesk; and (b) a hardware component generated for the particular hardware configuration of each Server using non-personal factors such as the size of the hard drive, the processing speed of the computer, etc. The hardware component is sent to LANDesk in an encrypted format, with a private key that resides on the Server.

"Authorized Nodes" means the quantity of Nodes, Concurrent Analysts, Concurrent Users, Servers and/or Seats for which Licensee has purchased licenses. Licensee must purchase a sufficient number of Authorized Nodes to cover all usage of the LANDesk Products.

"Business Hours" means the normal working hours, Monday through Friday (excluding LANDesk Holidays) in the LANDesk support center for the region specified below (based on Licensee's primary office location):

If Licensee has its primary office in the Americas or in any other area not expressly mentioned below, the business hours are 6:00 A.M. to 6:00 P.M., local time in Utah, U.S.A.

If Licensee has its primary office in a member state of the European Union or the European Free Trade Association, the Middle East, or Africa, the business hours are 8:00 A.M. to 6:00 P.M., local time in London, England.

If Licensee has its primary office in Japan, China, or elsewhere in Asia or the Pacific, the business hours are 9:00 A.M. to 6:00 P.M., local time in Beijing, China.

"Concurrent Analyst" or "Concurrent Console" means the number of administrative users (up to the maximum number of consoles purchased by the Licensee) that may concurrently use or access the identified LANDesk Product. For the LANDesk Asset Lifecycle Management product, one Concurrent Analyst is "used" for each analyst using the web "Asset Administrator" in any 30 minute period (this restriction does not apply to use of the Win32 console).

"Concurrent Users" means the maximum number of users that may concurrently use or access the identified LANDesk Product.

"Documentation" means any end-user installation or user guide, manual or other end-user technical information, whether in printed or electronic form, that is normally provided by LANDesk to a licensee of the LANDesk Products. Documentation specifically excludes design documentation and any documentation related to the source code of the LANDesk Products.

"Email Alerts" means a LANDesk Support Service available to any purchaser of any level of Support Services where, once Licensee has enrolled for such alerts (see <http://community.landesk.com/support/>), LANDesk provides email notices to participants about technical updates, patches, utilities, and other documentation. LANDesk is not liable for any failure of Licensee to receive alerts, including due to failure of e-mail systems or Internet connectivity.

"Error" means a reproducible failure of a properly licensed, implemented, and used LANDesk Product to perform in substantial conformity with the applicable Documentation accompanying such LANDesk Product. The priority level of an Error shall be determined by LANDesk on a case-by-case basis in its sole, reasonable discretion.

"Incident" means a single support issue with a LANDesk Product and the reasonable effort needed to resolve it. A single support issue cannot be divided into sub-problems regardless of the amount of effort required to resolve the issue. If an issue consists of multiple problems, a separate incident will be required to solve each problem. LANDesk shall determine what constitutes an incident on a case-by-case basis in its sole, reasonable discretion.

"LANDesk Holiday" means specified days Company is closed for business (see <http://www.landesk.com/Support/ContactUs/Index.aspx>).

"LANDesk Product" means one or more of the Licensed Software and/or Subscription Software licensed to Licensee pursuant to this EULA and paid for by Licensee. LANDesk may add or remove any programs from any category at any time.

“Licensed Software” means the computer programs accompanying or provided under this EULA (with the associated media and Documentation) that are perpetually licensed and paid for by Licensee. Each of the following computer programs is considered Licensed Software (though Licensee may not have licensed any or all of these computer programs):

- LANDESK® MANAGEMENT SUITE
- LANDESK® SECURITY SUITE (Non-content related functionality only. Content, Upgrades and Updates provided only with a current Subscription Software License.)
- LANDESK® PATCH MANAGER (Non-content related functionality only. Content, Upgrades and Updates provided only with a current Subscription Software License.)
- LANDESK® ANTIVIRUS (Non-content related functionality only. Content, Upgrades and Updates provided only with a current Subscription Software License.)
- LANDESK® ANTIVIRUS FOR MAIL SERVERS (Non-content related functionality only. Content, Upgrades and Updates provided only with a current Subscription Software License.)
- LANDESK® ASSET LIFECYCLE MANAGER (This product also includes a sub-set of the functionality and features of the full-version LANDesk® Process Manager product which may be purchased and licensed separately)
- LANDESK® PROCESS MANAGER
- LANDESK® SERVICE DESK (Customers are licensed for 5 active processes.)
- LANDESK® CUSTOMER SERVICE DESK (Customers are licensed for 5 active processes.)
- LANDESK® SERVICE DESK ADD-ON PRODUCTS (As offered by LANDesk from time to time)
- LANDESK® INVENTORY MANAGER
- LANDESK® POWER MANAGER
- LANDESK® MANAGEMENT GATEWAY
- LANDESK® HANDHELD AND EMBEDDED MANAGER
- LANDESK® HOST-BASED INTRUSION PREVENTION SOFTWARE
- LANDESK® NETWORK ACCESS CONTROL
- LANDESK® CLASSROOM MANAGER
- LANDESK® COMPLIANCE MANAGER (AVAILABLE IN JAPAN ONLY)
- LANDESK® SERVER MANAGER
- LANDESK® SYSTEM MANAGER
- LANDESK® INTERNET SYSTEM MANAGER (Non-content related functionality only. Content, Upgrades and Updates provided only with a current Subscription Software License.)
- LANDESK® DATA PROTECTION
- LANDESK® UNIVERSAL CONNECTOR SOLUTION
- LANDESK® MANAGEMENT SUITE FOR THINKVANTAGE™ TECHNOLOGIES
- LANDESK® INVENTORY MANAGER FOR THINKVANTAGE™ TECHNOLOGIES
- LANDESK® ENTERPRISE SUITE FOR THINKVANTAGE™ TECHNOLOGIES
- LANDESK® MOBILITY MANAGER
- LENOVO® THINKMANAGEMENT™ CONSOLE
- LENOVO® THINKSERVER™ EASYMANAGE™
- LENOVO® THINKVANTAGE™ HARDWARE PASSWORD MANAGER
- LENOVO® CLASSROOM DIRECTOR

“Licensee” means the person or entity licensing a LANDesk Product pursuant to this EULA and paying for such licenses, Maintenance, and/or Support Services.

“Maintenance” (also known as “Software Upgrade Protection” (“SUP”)) means LANDesk’s provision of Updates and Upgrades to the applicable LANDesk Products provided to (i) licensees of the Subscription Software; (ii) licensees of the LANDesk Products who have paid for one of LANDesk’s then-current maintenance and/or Support Services offerings; or (iii) licensees that order and pay for this option as part of the lease or other subscription of the LANDesk Products, if any.

“Node” means each personal desktop computer, portable computer, handheld device, workstation, console, seat, server, and other similar device using one or more LANDesk Products including without

limitation (a) a physical device such as a computer; (b) a Virtual Machine, such as an operating environment that may be running concurrently with another operating environment on a single physical device; (c) an object stored by the LANDesk Product in a database, such object representing a physical or virtual asset for which data is being tracked or managed by the LANDesk Product (e.g., printer, copier, etc.); or (d) for the LANDesk Antivirus for Mail Servers product, an electronic or virtual mailbox (e.g., a mailbox for email).

“Node Count Data” means information periodically generated by the LANDesk Products about (a) the current usage (quantity and type) of LANDesk Products on a Server, and (b) the non-personal, encrypted hardware configuration of that Server.

“Priority Level 1,” or “P1,” means a support or maintenance Incident where, notwithstanding proper installation and usage: (a) a substantial portion of one or more LANDesk Products does not operate and cannot be restarted; (b) there is an Error in a major program function of one or more LANDesk Products that renders such major program function completely unusable; or (c) there is an Error that causes a third-party mission-critical application to be unstable. All P1 issues must be submitted by phone to LANDesk.

“Priority Level 2,” or “P2,” means a support or maintenance Incident where, notwithstanding proper installation and usage, there is an Error in a major program function of one or more LANDesk Products causing significant impact such that the LANDesk Product is difficult but not impossible to use.

“Seat” means the number of individual users who have access to use the identified Company Product. When logged in, a seat counts towards the number of concurrent users allowed.

“Server” means a server on which Licensee is licensed to install, execute, use and/or access the LANDesk Products. One Server node is “consumed” for each server on which a LANDesk Product is installed, executed, used, or accessed by Licensee.

“Service Portal” means LANDesk’s on-line, self-service site for end users to find solutions to support issues, content and articles, the solution advisor, and other support-related resources and options (see <http://community.landesk.com/support/community/smartservice>). Access to the Service Portal is subject to general uptime and availability.

“Subscription Software” means the computer programs and/or content accompanying or provided under this EULA (with the associated media and Documentation) that are licensed on a per Node basis for a time-limited period (one year, unless indicated otherwise in an order accepted by LANDesk) with associated Maintenance and/or content. Each of the following computer programs is considered Subscription Software (though Licensee may not have licensed any or all of these computer programs):

- LANDESK® SECURITY SUITE CONTENT
- LANDESK® PATCH MANAGER CONTENT
- LANDESK® ANTIVIRUS CONTENT
- LANDESK® ANTIVIRUS FOR MAIL SERVERS CONTENT
- LANDESK® INTERNET SYSTEM MANAGER CONTENT
- LANDESK® MIGRATION MANAGER (6 MONTH SUBSCRIPTION ONLY)
- LENOVO® SECURE MANAGED CLIENT

“Support Services” means any of the Maintenance, support, and additional support personnel provided by LANDesk (additional details available <http://www.landesk.com/supportdownload/default.aspx>) and available to Licensee for purchase. Support Services for LANDesk Products is provided for questions regarding installation, configuration and usage; provided however, that LANDesk shall not provide Support Services with regard to Licensee’s unique application requirements.

“Update” means an update of an existing release of a LANDesk Product to address one or more Errors or reduce the effects thereof, that LANDesk either makes or has made (in its sole discretion), and that is designated by LANDesk as an Update. An Update may or may not have enhanced, improved or modified

functionality (as determined in LANDesk's sole discretion). An Update is customarily signified by a change in the digit that appears to the right of the decimal point in the version number of the particular LANDesk Products. Updates do not include Upgrades.

"Upgrade" means an enhanced, improved and/or modified version of a LANDesk Product classified by LANDesk as an Upgrade that replaces the pre-existing version of such LANDesk Product. An Upgrade is customarily signified by a change in the digit which appears immediately to the left of the decimal point in the version number of the particular LANDesk Product. An Upgrade may include Updates to LANDesk Product.

"Virtual Machine" means a single instance of an operating system running in a "virtualized" computer that is treated identically to a physical machine in respect to licensing of the LANDesk Products. For the purposes of this EULA, a running virtual machine is considered the same as an actual machine.

The foregoing definitions are applicable equally to both the singular and plural forms of such terms.

2. LICENSE CATEGORIES. The categories of licenses that are available from LANDesk to Licensee include, without limitation to, the following (the "License Categories"):

(A) TRIAL USE LICENSE: A "Trial Use License" is a nonexclusive, non-transferable, restricted, time-limited license that allows Licensee to evaluate one or more of the LANDesk Products before purchasing a Full-Use License (as defined below) for those LANDesk Products. If Licensee is using the LANDesk Products under a Trial-Use License, then, subject to this EULA, LANDesk grants Licensee a non-exclusive, non-transferable, limited license to install and use the provided LANDesk Products; (1) only for Licensee's internal evaluation, use and demonstration purposes and; (2) only for a forty-five (45) day evaluation period (unless otherwise specified by LANDesk). LANDesk will provide Licensee a temporary user name and password which will authenticate Licensee's account and enable Licensee to evaluate the LANDesk Products. The number of Authorized Nodes available to Licensee for evaluation is specific to each LANDesk Product being evaluated. At the end of the Trial-Use period, the LANDesk Products may cease to operate and, in any event, Licensee agrees to promptly discontinue use and delete the LANDesk Products from Licensee's systems. LANDesk Products may contain an automatic disabling mechanism that prevents use after a certain period of time. As such, it is the recommendation of LANDesk that a back-up of Licensee's system be made and that all other measures be taken to prevent any loss of files or data. Use of the LANDesk Products under a Trial Use License is entirely at Licensee's own risk. If Licensee purchases a Full-Use License for LANDesk Products after a Trial Use Licenses, the terms and conditions of this EULA shall apply.

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Unless terminated as provided herein, the Subscription License shall automatically renew at the end of the initial one (1) year term for an additional one year period and on every subsequent anniversary date thereof to ensure uninterrupted use of the Subscription Software. For each renewal, Licensee shall be invoiced based on LANDesk's then standard pricing for the Subscription Software subscribed to by

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(D) LEASE LICENSE: A "Lease License" is a non-exclusive, non-transferable, restricted, time-limited license to copy, install and use LANDesk Products internally within Licensee's organization on the total number of Authorized Nodes for which Licensee has paid the required lease fee(s). The LANDesk Products available to Licensee under a lease license and the term of any such lease is variable and shall be agreed to by Licensee and LANDesk at the time of leasing. At the end of the lease period and provided that LANDesk elects to continue to offer the LANDesk Products to Licensee, Licensee may renew the lease (pricing provide by LANDesk), purchase a Full Use License (pricing provide by LANDesk) or Licensee shall cease all use of the LANDesk Products and delete them from Licensee's systems. Licensee may also elect to pay for and receive Maintenance and/or Support Services for the LANDesk Products during the lease period. Licensee understands and agrees that at the end of the lease period or upon failure to pay by Licensee (i) Licensee shall immediately cease all operation of the LANDesk Product; (b) Licensee shall promptly delete the LANDesk Products from Licensee's systems; and (c) LANDesk may proactively shut down Licensee's use of the LANDesk Products.

3. LICENSE GRANT. Provided that Licensee complies with all terms and conditions of this EULA, LANDesk hereby grants Licensee a non-exclusive, non-transferable, restricted, license to use the LANDesk Products (up to the number of Authorized Nodes) in accordance with and subject to the License Category licensed to and paid for by Licensee. The LANDesk Products are licensed solely for internal use within Licensee's organization. Licensee may permit third party consultants and contractors (such as third-party supplier(s) of information services) to use the LANDesk Products to the same extent that Licensee is authorized to use the LANDesk Products provided that (a) all such use is in accordance with the terms and conditions of this EULA, and (b) Licensee assumes full responsibility and liability for any use of the LANDesk Products by such third parties in violation of this EULA, including without limitation use in excess of the licensed number of Authorized Nodes or Concurrent/Console Users or otherwise in violation of this EULA.

4. ACTIVATION OF LANDESK PRODUCTS. To license and use the LANDesk Products, Licensee must obtain from LANDesk, and, during installation, Licensee must input, a user name and password that will activate the Server by means of an Authorized Digital Certificate. Activation is required for each Server and may be accomplished either by the Internet or by email. Licensee may need to re-activate the LANDesk Products on a Server in the event Licensee significantly modifies the Hardware Configuration of that Server. Licensee agrees not to override or bypass this activation process, the Authorized Digital Certificate, or any security feature, authorization, activation, or reactivation of the LANDesk Products or to assist others in doing the same.

5. NODE COUNT VERIFICATION AND AUDIT. Licensee agrees that LANDesk may periodically verify that Licensee's usage of the LANDesk Products does not exceed the Authorized Nodes. Periodically, the LANDesk Products on each Server will generate data regarding Node Count Data. Each time the Node Count Data is generated by the LANDesk Products on a Server, Licensee agrees to send, within thirty (30) days, the Node Count Data to LANDesk either automatically by the Internet or manually by email. If Licensee fails to provide such Node Count Data within thirty (30) days, the LANDesk Products may

become inoperative or only provide reduced functionality until Licensee provides LANDesk with the Node Count Data. Upon receipt of the Node Count Data, LANDesk may provide Licensee with an Authorized Certificate to allow normal operation. If the node count verification process shows that Licensee, or any External Party using the LANDesk Products for Licensee, is using more than the number of Authorized Nodes or other LANDesk Products for which licenses have not been purchased, Licensee shall pay LANDesk the applicable fees for such additional use and/or LANDesk Product no later than thirty (30) days following Licensee's receipt of an invoice from LANDesk, with such fees being the license fees as per LANDesk's then-current price list. Licensee agrees not to override or bypass this node count verification process or assist others to do the same. Licensee shall permit LANDesk to conduct audits to verify Licensee's compliance with this EULA. Such audits shall be conducted during normal business hours and after reasonable advance notice to Licensee by LANDesk. The cost of such audits will be borne by LANDesk; provided, however, that if such audit determines that Licensee has failed to pay fees amounting to five percent (5%) or more of that annual period's fees due hereunder, then Licensee shall reimburse LANDesk for the cost of such audit in addition to payment of any identified delinquent fees.

6. USE RESTRICTIONS. LANDesk reserves all rights not expressly granted to Licensee herein. Without limiting the generality of the foregoing, Licensee shall not (except to the most limited extent expressly required by applicable law): (a) copy, modify, adapt, rent, lease, sell, distribute, export, re-export, assign, use in a service bureau, service provider for third parties or other similar type of environment, sublicense, translate, or reprogram the LANDesk Products or any portion thereof except as provided in this EULA; (b) timeshare the LANDesk Products, make the LANDesk Products available to others on the Internet or any on-line service, or allow others to copy, access or use the LANDesk Products; (c) reverse engineer, decompile, translate, merge, or disassemble the LANDesk Products; (d) use any individual component of LANDesk Products in a standalone mode; (e) create derivative works based upon the LANDesk Products; (f) use the LANDesk Products to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortious, or defamatory, nor to perform any activity which breaches the rights of any third party; (g) take any actions that would cause the LANDesk Products to become subject to any open source or quasi-open source license agreement not otherwise applicable; (h) transfer any LANDesk Product or Licensee's license rights under this EULA, in whole or in part without LANDesk's prior written consent, which shall be unreasonably withheld or denied; or (i) use the LANDesk Products in automatic, semi-automatic, or manual tools designed to create virus signatures, virus detection routines, any other data or code for detecting malicious code or data.

LANDESK PRODUCTS ARE NOT INTENDED OR LICENSED FOR AND LANDESK SPECIFICALLY DISCLAIMS LIABILITY FOR USE OF THE LANDESK PRODUCTS IN CRITICAL CONTROL, ON-LINE CONTROL EQUIPMENT, HAZARDOUS, HIGH RISK, ILLEGAL, OR FAIL-SAFE ACTIVITY SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, COMMUNICATION, OR CONTROL SYSTEMS, DIRECT LIFE SUPPORT MACHINES, WEAPONS SYSTEMS, OR OTHER USES IN WHICH FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. LICENSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD LANDESK HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF LICENSEE'S UNAUTHORIZED USE OF THE LANDESK PRODUCTS.

7. OWNERSHIP OF LANDESK PRODUCTS AND COPYRIGHTS. LANDesk Products are licensed to Licensee, not sold. All rights, title and interest in and to the LANDesk Products (including any Update or Upgrade thereto (if any) provided through this EULA or in connection with a separate maintenance agreement), including all worldwide intellectual property rights therein, shall remain with LANDesk or its licensors, vendors and/or suppliers, as the case may be. No title to or ownership of any LANDesk Product is transferred to Licensee. LANDesk may make changes to any LANDesk Product at any time and without notice. Except as otherwise expressly provided, LANDesk grants no express or implied right under any LANDesk patent, copyright, trademark, or other intellectual property right.

8. SUPPORT SERVICES. Unless Licensee and LANDesk enter into a separate agreement for Support Services from LANDesk, this EULA will govern any Support Services from LANDesk.



(A) MAINTENANCE: If, during the term for which Licensee has paid the applicable Maintenance fees and Subscription fees (as applicable) for a LANDesk Product, LANDesk, in its sole discretion, releases Updates or Upgrades for such LANDesk Product, LANDesk shall provide Licensee with such Updates and Upgrades.

(B) SUPPORT SERVICES: LANDesk's support programs are points-based programs with benefits based on the licensee's level of investment in LANDesk Products and Support Services. A licensee can access its specific point totals through the LANDesk sales team, the LANDesk Service Portal, or on any LANDesk sales quote. Points expire at the end of each Support Services period and new point calculations are done for each renewal period. Support levels may be adjusted anytime Licensee purchases additional Support Services or support points. For more information, see the Services Portal.

Licensee may qualify for one of the following Support Services levels:

0 – 2,999 Points = Base Support with Incident Packs ("ICP")  
3,000 – 49,999 Points = Professional Support ("PS")  
50,000 – 199,999 Points = Enterprise Support ("ES")  
200,000+ Points = Enterprise Plus Support ("EPS").

(i) ICP LEVEL SUPPORT. Licensee's purchasing Support Services with a point total within the ICP level will receive:

- (a) Updates and Upgrades;
- (b) Available Email Alerts from LANDesk;
- (c) The ability to purchase Incident packs for limited phone support from LANDesk. Only ICP level customers may purchase Incident Packs. An ICP level customer (with unused Incidents from a purchased Incident pack) will have access to phone support during Business Hours to resolve any P1 Incidents. In addition, for all Incidents (until the number of Incidents purchased have been used), Licensee will also have available (I) email support services (to allow Licensee to submit an Incident to LANDesk 24 hours per day, 365 days per year); (II) access to the LANDesk Service Portal (24 hours per day, 365 days per year); and (III) a single, three-month subscription for one individual to the LANDesk E-Learning Library (subject to registration and access to the required site). For any Incident pack support, Licensee shall designate up to two (2) named technical contacts (details described below in Section 8(D)).

(ii) PS LEVEL SUPPORT. Licensee's purchasing Support Services with a point total within the PS level will receive:

- (a) Updates and Upgrades;
- (b) Available Email Alerts from LANDesk;
- (c) Access to the LANDesk Service Portal (including issue/question submissions to LANDesk 24 hours per day, 365 days per year - except P1 issues which must be submitted by phone only. Responses from LANDesk will be delivered electronically during Business Hours once prepared);
- (d) Support incident tracking and response as described below in section 8(C);
- (e) Licensee shall designate up to two (2) named technical contacts (details described below in Section 8(D));
- (f) Access to the LANDesk E-Learning Library for one (1) individual via a one-year subscription (subject to registration and access to the required site);
- (g) Access to the LANDesk Instructor-led Online ("ILO") training for one (1) individual via a voucher for one-day of ILO training (subject to registration and access to the required site); and
- (h) Telephone support during Business Hours

(iii) ES LEVEL SUPPORT. Licensee's purchasing Support Services with a point total within the ES level will receive:

- (a) Updates and Upgrades;
- (b) Available Email Alerts from LANDesk;

- (c) Access to the LANDesk Service Portal (including issue/question submissions to LANDesk 24 hours per day, 365 days per year - except P1 issues which must be submitted by phone only. Responses from LANDesk will be delivered electronically during Business Hours once prepared);
- (d) Support incident tracking and response as described below in section 8(C);
- (e) Licensee shall designate up to four (4) named technical contacts (details described below in Section 8(D));
- (f) Access to the LANDesk E-Learning Library for up to three (3) individuals via one-year subscriptions (subject to registration and access to the required site);
- (g) Access to the ILO training for up to two (2) individuals via vouchers for one-day of ILO training (subject to registration and access to the required site); and
- (h) Telephone support 365 days per year and 24 hours per day for P1 issues only.

(iv) EPS LEVEL SUPPORT. Licensee's purchasing Support Services with a point total within the EPS level will receive:

- (a) Updates and Upgrades;
- (b) Available Email Alerts from LANDesk;
- (c) Access to the LANDesk Service Portal (including issue/question submissions to LANDesk 24 hours per day, 365 days per year - except P1 issues which must be submitted by phone only. Responses from LANDesk will be delivered electronically during Business Hours once prepared);
- (d) Support incident tracking and response as described below in section 8(C);
- (e) Licensee shall designate up to ten (10) named technical contacts (details described below in Section 8(D));
- (f) Access to the LANDesk E-Learning Library for up to five (5) individuals via one-year subscriptions (subject to registration and access to the required site);
- (g) Access to the LANDesk ILO training for up to three (3) individuals via vouchers for one-day of ILO training (subject to registration and access to the required site);
- (h) Telephone support 365 days per year and 24 hours per day with priority phone support and a support hotline dedicated to EPS-level licensees; and
- (i) A LANDesk Support Account Manager for a single point of escalation for EPS-level Licensee support issues, quarterly reports (summarizing Licensee specific support matters including update on support incidents, status of onsite work and of any vouchers, and recap of proactive notifications), and an optional annual 15-point health-check review of Licensee's server and client configurations.

(C) INCIDENT TRACKING AND REPORTING. Each Incident submitted to LANDesk by Licensee for Support Services will be issued a LANDesk tracking number. Licensee will be able to reference any such Incident by using the assigned tracking number. LANDesk will respond to and set internal resolution priorities for each reported Incident on the following basis:

For P1 severity level issues, a Licensee of the PS, ES, or EPS level in support points will receive an initial response from LANDesk support as follows:

PS Level – 2 Business Hours  
 ES Level – 1 Business Hour  
 EPS Level – 1 Business Hour

For P2 severity level issues, a Licensee of the PS, ES, or EPS level in support points will receive an initial response from LANDesk support as follows:

PS Level – 8 Business Hours  
 ES Level – 4 Business Hours  
 EPS Level – 4 Business Hours

(D) TECHNICAL CONTACTS. Each of Licensee's designated technical contacts (actual number determined by Licensee's support level) will be responsible for interfacing with LANDesk's Support Services teams for all Support Services. Each technical contact must be familiar with the LANDesk

Products that are licensed by Licensee and be capable of (and appropriately authorized for) performing basic network administrative functions. Licensee shall identify its technical contacts to LANDesk as reasonably required by LANDesk. Licensee may change its designated technical contacts on written notice to LANDesk. Additionally, Licensee may qualify to receive additional technical contacts by having individuals become certified in LANDesk Products. Any certified LANDesk administrator can be added as an additional technical contact to a Licensee's account.

(E) TECHNICAL ACCOUNT MANAGER. Any Licensee with PS, ES or EPS level support may also purchase any of the following LANDesk Technical Account Manager ("TAM") offerings (subject to the terms of this EULA unless a separate written agreement is agreed to by the parties):

Advantage TAM  
Premier TAM  
Enterprise TAM  
Dedicated TAM

Each TAM offering has one TAM assigned to Licensee, except the Enterprise TAM offering which provides two TAMs. If Licensee does not already have a Support Account Manager (SAM), a SAM will be included with the Premier, Enterprise or Dedicated TAM offering. Each TAM offering, except the Advantage TAM, has local language support available by request through the SAM or TAM in one of the following languages: English, French, German or Japanese.

(i) Training Vouchers. Purchasers of one of LANDesk's TAM offerings also receive training vouchers to attend regularly-scheduled training sessions (Licensee responsible for all travel and expenses). The number of vouchers for each TAM level is specified below:

Advantage TAM – 1 voucher  
Premier TAM – 2 vouchers  
Enterprise TAM – 4 vouchers  
Dedicated TAM – 8 vouchers

Training vouchers may not be sold or transferred and there are no refunds or credits for unused training vouchers. Vouchers expire on the regular TAM period schedule one year from the date of the order to LANDesk.

(ii) TAM to Licensee Ratio. LANDesk agrees to limit the number of assigned accounts to each Advantage, Premier, Enterprise, and Dedicated TAM as specified below:

Advantage TAM – no more than 14 licensees  
Premier TAM – no more than 7 licensees  
Enterprise TAM – no more than 7 licensees  
Dedicated TAM – only 1 licensee

Disproportionate Licensee use of TAM's time that extends for more than three months will require an upgrade to a higher level TAM.

(iii) TAM Response Time. Purchasers of the Advantage, Premier, Enterprise, and Dedicated TAM offerings qualify for specified response times from the applicable TAM. TAM shall be available 8am-5pm, Monday through Friday (excluding LANDesk Holidays), based on the location of the TAM and not the Licensee. During TAM hours of availability, assigned TAM shall use commercially reasonable efforts to respond to any phone contact from Licensee within the time specified below:

Advantage TAM – 2 Business Hours  
Premier TAM – 1 Business Hour  
Enterprise TAM – 1 Business Hour  
Dedicated TAM – ½ Business Hour

During hours outside of TAM availability, Licensee with a Premier, Enterprise or Dedicated TAM offering may call the 24x7 support line.

(iv) On-site TAM Visits. Purchasers of the Premier, Enterprise, and Dedicated TAM offerings qualify for onsite visits for up to the number of days specified below during each annual period for which Licensee pays for the applicable TAM (subject to timing agreed to by the Parties):

Advantage TAM – 0 days  
Premier TAM – 8 days  
Enterprise TAM – 16 days  
Dedicated TAM – 32 days

The specified days listed above are the number of days during each annual period (as measured from the effective date of the EULA) the TAM shall be available for on-site visits to Licensee's facility. Onsite days must be used in at least 2 consecutive day increments, not to exceed a total of 3 trips for the Premier TAM offering, 6 trips for Enterprise, and 12 trips for Dedicated.

(v) Available Specialty. TAMs are product specific and Licensee may select TAM specialists based on the specific TAM offering purchased (Asset Lifecycle Manager (ALM), LANDesk Process Manager (LPM), LANDesk Management Suite (LDMS), LANDesk Security Suite (LDSS), and LANDesk Service Desk (LDSD)):

Advantage TAM – LDMS/LDSS  
Premier TAM – ALM/LPM, LDMS/LDSS or LDSD  
Enterprise TAM – ALM/LPM, LDMS/LDSS or LDSD  
Dedicated TAM – ALM/LPM, LDMS/LDSS or LDSD

(vi) Health Check. Number of remote health checks TAM is available to perform on an annual basis (with Licensee permission).

Advantage TAM – 0  
Premier TAM – 1  
Enterprise TAM – 2  
Dedicated TAM – 1 (per LANDesk Product owned)

(vii) Contacts. Number of assigned Licensee technical contacts that may open issues with the assigned TAM.

Advantage TAM – 2 assigned contacts  
Premier TAM – 3 assigned contacts  
Enterprise TAM – 6 assigned contacts  
Dedicated TAM – 6 assigned contacts

(F) REMOTE SUPPORT. LANDesk's Support team and any assigned TAM may elect to use remote problem resolution to help with specific problems if this is approved of by Licensee's technical contact.

(G) NO OBLIGATION. LANDesk shall be under no obligation to furnish Maintenance and/or Support Services for any LANDesk Products to the extent that such Maintenance and/or Support Services is necessary or desired as a result of: (i) the operation of the LANDesk Products in environmental conditions or configurations outside those prescribed in the Documentation for such LANDesk Products; (ii) Licensee's failure to upgrade and update the LANDesk Products to any of the currently supported versions of the LANDesk Products or to maintain the LANDesk Products in accordance with the standards of Maintenance prescribed in the Documentation for such LANDesk Products or as specified in Maintenance or Support Services received by Licensee from LANDesk; (iii) actions of any third party other than LANDesk or a third party authorized by LANDesk; and (iv) causes unrelated to the LANDesk

Products as delivered to Licensee by LANDesk, including without limitation, modifications to the LANDesk Products, made by Licensee or on Licensee's behalf.

(H) TERM. Licensee shall pay all applicable fees for Support Services in advance and such Support Services shall commence upon the date of the order to LANDesk and shall continue in full force and effect for a term of one (1) year unless a different term is specified in the order accepted by LANDesk. At the end of the initial term, the same level of Maintenance and/or Support Services previously purchased by the Licensee shall be automatically renewed for additional one (1) year terms at LANDesk's then current Maintenance and/or Support Services pricing, unless terminated by either party at least thirty (30) days before any renewal date.

(I) TERMINATION OF SUPPORT SERVICES. LANDesk reserves the right to terminate any Maintenance and/or Support Services provided hereunder if LANDesk, in its sole discretion, determines that Licensee's implementation of the LANDesk Products for which such Maintenance and/or Support Services is procured is not supportable by LANDesk. In such event, LANDesk shall promptly notify Licensee in writing and a pro-rata refund of any applicable Maintenance and/or Support Services fee(s) shall be provided. Additionally, without limiting any other remedies available under this EULA, at law, or in equity, LANDesk shall have the right to terminate Licensee's right to receive Maintenance and/or Support Services with prior notice to Licensee for Licensee's breach hereunder if such breach remains uncured for a period of thirty (30) days after receipt of notice thereof from LANDesk.

(J) NO OTHER SUPPORT. Except as expressly required by applicable law or as expressly set forth herein or in a separate maintenance agreement executed between LANDesk and Licensee, nothing in this EULA either requires LANDesk to provide or entitles Licensee to any support, maintenance, updates, upgrades, or new versions of the LANDesk Products without the required payment of such support, maintenance or new versions.

9. THIRD-PARTY SOFTWARE. The LANDesk Products may be bundled with non-integrated hardware or other software programs licensed or sold by a licensor other than LANDesk. LANDESK DOES NOT WARRANT SUCH NON-LANDESK PRODUCTS OR PROGRAMS. Any and all such third-party products (e.g., drivers, utilities, operating system components, etc.) which may be distributed with the LANDesk Products are provided "AS IS" without warranty of any kind, whether express or implied, and Licensee's use and installation thereof, and any related warranty service, is subject to the third-party licenses supplied with such products or the applicable manufacturer's warranty. Use of Microsoft's DCOM software, distributed with the LANDesk Products, is conditioned upon Licensee having a valid licensed copy of Windows 7/2000/NT/XP/95/98/ME (and/or other versions as indicated by LANDesk from time to time) on the computer on which the DCOM software is installed. LANDesk expressly disclaims liability of any kind with respect to Licensee's installation or use of third-party products. Nothing in this EULA shall restrict, limit or otherwise affect any rights or obligations Licensee may have, or conditions to which Licensee may be subject, under any applicable open source licenses to any open source code contained in any LANDesk Product.

10. LIMITED WARRANTY. LANDESK WARRANTS THAT FOR A PERIOD OF NINETY (90) DAYS FROM LICENSEE'S INITIAL ACQUISITION OF THE LANDESK PRODUCTS (A) THE MEDIA ON WHICH SUCH LANDESK PRODUCTS ARE FURNISHED (IF ANY) SHALL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND, (B) THE LANDESK PRODUCTS WILL FUNCTION SUBSTANTIALLY IN CONFORMANCE WITH THE DOCUMENTATION ACCOMPANYING SUCH LANDESK PRODUCT. IF SUCH A DEFECT UNDER ITEM (A) ABOVE IS FOUND, LICENSEE SHALL RETURN THE MEDIA TO LANDESK FOR REPLACEMENT OR ALTERNATE DELIVERY OF SUCH LANDESK PRODUCTS (AS LANDESK MAY SELECT IN ITS SOLE DISCRETION). IF A DEFECT UNDER ITEM (B) ABOVE IS FOUND, LICENSEE SHALL RETURN THE DEFECTIVE LANDESK PRODUCT TO LANDESK AND LANDESK SHALL, IN ITS SOLE DISCRETION, EITHER RESOLVE THE NONCONFORMITY OR REFUND THE LICENSE FEES PAID BY LICENSEE FOR THE APPLICABLE LANDESK PRODUCT. THIS LIMITED WARRANTY SHALL NOT APPLY TO UPDATES AND UPGRADES (IF ANY) TO THE LANDESK PRODUCTS OR IF LICENSEE HAS OBTAINED A TRIAL-

USE LICENSE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, LANDESK DOES NOT WARRANT THAT THE LANDESK PRODUCTS SHALL SATISFY LICENSEE'S REQUIREMENTS OR (WITHOUT PREJUDICE TO THE LIMITED WARRANTY ABOVE) THAT THEY ARE WITHOUT DEFECT OR ERROR OR THAT THE OPERATION THEREOF SHALL BE UNINTERRUPTED OR ERROR FREE. LANDESK DOES NOT WARRANT OR ASSUME RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION (INCLUDING WITHOUT LIMITATION INFORMATION RELATIVE TO MONITORING THIRD-PARTY SOFTWARE LICENSES), TEXT, GRAPHICS, LINKS OR OTHER ITEMS WHICH MAY BE CONTAINED WITHIN THE LANDESK PRODUCTS.

11. NO OTHER WARRANTIES. THE FOREGOING LIMITED WARRANTY IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. LICENSEE ASSUMES THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LANDESK PRODUCTS AND MEDIA. THE FOREGOING LIMITED WARRANTY DOES NOT APPLY TO ANY HARDWARE MEDIA UPON WHICH LANDESK MAY HAVE PRE-INSTALLED THE LANDESK PRODUCTS, LANDESK PRODUCTS OR SOFTWARE PROVIDED FREE OF CHARGE, UPDATES, UPGRADES, TRIAL-USE LICENSES, MAINTENANCE, SUPPORT DATABASE AND/OR CONTENT CONTAINING INFORMATION REGARDING EXECUTABLE FILES USED IN THE APPLICATION BLOCKING FUNCTIONALITY OF THE LANDESK SECURITY SUITE PRODUCT; WHICH ARE ALL PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LANDESK DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR OTHER WARRANTIES, CONDITIONS OR TERMS OF ANY KIND, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, NONINFRINGEMENT, COMPATIBILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER AND EXCLUSION OF WARRANTIES, SO ALL OR A PORTION OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO A LICENSEE IN SUCH JURISDICTION, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

12. LIMITATION OF LIABILITY AND DIRECT DAMAGES. IN NO EVENT SHALL LANDESK OR ITS LICENSORS, VENDORS, AFFILIATES, SUBSIDIARIES, PARENTS, EMPLOYEES AND/OR SUPPLIERS BE LIABLE UNDER THIS EULA OR IN CONNECTION WITH THE LANDESK PRODUCTS, MAINTENANCE, AND SUPPORT SERVICES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF INFORMATION, LOSS OF COMPUTER PROGRAMS, OR INFRINGEMENT OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF THIS EULA OR THE USE OF OR INABILITY TO USE THE LANDESK PRODUCTS (REGARDLESS OF THE FORM OF ACTION OR CLAIM, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE, AND/OR OTHERWISE), EVEN IF LANDESK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LANDESK'S ENTIRE LIABILITY UNDER THIS EULA SHALL BE LIMITED TO DIRECT, OBJECTIVELY MEASURABLE DAMAGES AND THE AGGREGATE LIABILITY OF LANDESK ARISING FROM OR RELATING TO THIS EULA, THE USE OF THE LANDESK PRODUCTS, MAINTENANCE, AND SUPPORT SERVICES SHALL NOT EXCEED THE AMOUNT OF THE LICENSE FEES RECEIVED BY LANDESK FROM LICENSEE UNDER THIS EULA FOR THE LANDESK PRODUCTS OUT OF WHICH SUCH LIABILITY AROSE. LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND LANDESK'S SOLE AND EXCLUSIVE LIABILITY ARE SET FORTH IN THIS EULA. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR IMPLIED WARRANTIES OR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO LICENSEE IN SUCH JURISDICTIONS, AND LICENSEE MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. WHERE REQUIRED BY APPLICABLE LAW, NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE ANY LIABILITY FOR (A) NEGLIGENCE FOR PERSONAL INJURY OR DEATH; OR (B) FOR FRAUDULENT MISREPRESENTATION.

13. PAYMENT AND TAXES. In the event that Licensee is purchasing directly from LANDesk and payment is required from Licensee directly to LANDesk (as opposed to purchase through or payment to an authorized LANDesk reseller or distributor), Licensee shall pay LANDesk all amounts due in U.S. Dollars no later than thirty (30) days following Licensee's receipt of an invoice from LANDesk. For the

purchase of any annual renewal of the then-current annual Subscription Fee and annual Support Services Fees (if any), Licensee shall make payment to LANDesk within thirty (30) days of such annual renewal. If Licensee fails to make a payment to LANDesk when due, LANDesk may charge Licensee interest at the lesser of a rate of one and one half percent (1.5%) per month or whatever the maximum rate allowed by applicable law, which interest will accumulate on the outstanding balance on a daily basis until paid in full. Licensee shall reimburse LANDesk for all reasonable costs, including legal fees and related costs LANDesk incurs in collecting any late payments, under payments and interest from Licensee. LANDesk shall be entitled to terminate all licenses, services and Support Services provided hereunder upon thirty (30) days prior written notice to Licensee if Licensee fails to pay any required fees when due. In the event that any withholding, sales, value-added, use or other taxes or government fees, assessments or charges are payable because of this EULA, the license of the LANDesk Products to Licensee, or because of any payment by Licensee, then Licensee shall pay all such taxes, fees, assessments and charges in addition to all other payments. If LANDesk is required to make any such payments, Licensee agrees to reimburse LANDesk for such payments promptly upon notice from LANDesk.

14. **TERMINATION OF THIS EULA.** If Licensee is using the LANDesk Products under any time-limited license, including without limitation a Trial-Use License, Subscription License, Lease License or Demo License, this EULA shall terminate with regard to such LANDesk Products without notice to Licensee on the last day of the specified time period. Any other license, Maintenance and/or Support Services granted hereunder shall automatically terminate if Licensee breaches this EULA. Upon expiration or termination of this EULA, Licensee shall immediately (a) cease all use of the LANDesk Products, uninstall all of the LANDesk Products, and (b) return all such materials to LANDesk. The foregoing shall not limit or affect any remedy available to LANDesk as a result of any breach of this EULA by Licensee. Additionally, if Licensee breaches this EULA, LANDesk may, in its sole discretion, elect to limit or terminate any license or other rights granted to Licensee pursuant to this EULA instead of terminating this EULA.

15. **EXPORT COMPLIANCE.** The LANDesk Products, and any product or technical information provided by LANDesk, may be subject to import and export regulations of the United States and/or other countries. The parties each agree to comply with all applicable import and export regulations and to obtain any required licenses or classification to export, re-export or import deliverables. Regardless of any disclosure made by Licensee to LANDesk of an ultimate destination of the LANDesk Products or any product or technical information, Licensee shall not export, re-export or disclose (directly or indirectly) any of the LANDesk Products, any product or technical information provided by LANDesk, or any portion thereof, to entities on the current U.S. export exclusion lists, to any embargoed countries as specified in the U.S. export laws, or in violation of any other applicable law, regulation or government order. In addition, the LANDesk Data Protection product may not be licensed or sold into China, Israel, and Russia. Licensee will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses. The LANDesk Products may contain encryption technology. The U.S. Department of Commerce Encryption Regulations applies to all products imported to and exported from the United States and Puerto Rico. Additionally, imports and exports may be regulated by Government agencies in other countries. Intra-country restrictions may also be applicable regarding use of software containing encryption technology.

16. **PUBLICATION.** Licensee hereby consents to LANDesk's written and oral disclosure of Licensee's name as an end user of the LANDesk Products in a factual listing of LANDesk customers (with or without a list of the LANDesk Product(s) licensed by Licensee) to be published within marketing and promotional materials, in presentations, on tradeshow signs and materials, on LANDesk's external website, and to financial and industry analysts.

17. **GOVERNING LAW.** THIS EULA AND ANY AND ALL CLAIMS ARISING UNDER THIS EULA SHALL BE GOVERNED AS FOLLOWS:

IF LICENSEE HAS ITS PRIMARY OFFICE IN NORTH AMERICA, CENTRAL AMERICA, SOUTH AMERICA OR IN ANY OTHER AREA NOT EXPRESSLY IDENTIFIED BELOW IN THIS SECTION 18, THIS EULA IS GOVERNED BY THE LAWS OF THE STATE OF UTAH AND THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA, EXCLUDING ITS PRINCIPLES OF CONFLICT OR CHOICE OF

LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY UTAH STATE COURT OR UNITED STATES FEDERAL COURT, IN EITHER CASE SITTING IN UTAH OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS EULA, AND EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

IF LICENSEE HAS ITS PRIMARY OFFICE IN A MEMBER STATE OF THE EUROPEAN UNION OR THE EUROPEAN FREE TRADE ASSOCIATION, THE MIDDLE EAST OR AFRICA, THIS EULA IS GOVERNED BY THE LAWS OF ENGLAND AND WALES, EXCLUDING ITS PRINCIPLES OF CONFLICT OR CHOICE OF LAWS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COURT OF ENGLAND OR WALES OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS EULA, AND EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.

IF LICENSEE HAS ITS PRIMARY OFFICE IN JAPAN, THIS EULA IS GOVERNED BY THE LAWS OF JAPAN, EXCLUDING RULES OF CONFLICTS OF LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO ARBITRATION IN TOKYO, JAPAN THROUGH THE AMERICAN ARBITRATION ASSOCIATION OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS EULA, AND EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH ARBITRATION.

IF LICENSEE HAS ITS PRIMARY OFFICE IN CHINA, THIS EULA IS GOVERNED BY THE LAWS OF THE PRC, EXCLUDING RULES OF CONFLICTS OF LAW. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO ARBITRATION IN BEIJING, CHINA THROUGH THE CHINA INTERNATIONAL ECONOMIC AND TRADE ARBITRATION COMMISSION ("CIETAC") IN ACCORDANCE WITH THE CIETAC ARBITRATION RULES APPLICABLE AT THE TIME OF SUBMISSION FOR ARBITRATION OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS EULA, AND EACH OF THE PARTIES HERETO IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH ARBITRATION.

REGARDLESS OF THE APPLICABLE GOVERNING LAW, LICENSEE AND LANDESK AGREE TO EXCLUDE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TO THE EXTENT PERMITTED UNDER THE APPLICABLE LAW, LANDESK MAY BRING AN ACTION IN ANY JURISDICTION FOR THE PURPOSE OF: (A) ENFORCING A JUDGMENT; OR (B) PROTECTING LANDESK'S INTELLECTUAL PROPERTY RIGHTS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN ANY ACTION OR SUIT TO ENFORCE ANY RIGHT OR REMEDY UNDER THIS EULA OR TO INTERPRET ANY PROVISION OF THIS EULA, THE PREVAILING PARTY WILL BE ENTITLED TO RECOVER ITS FEES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES.

18. U.S. GOVERNMENT RESTRICTED RIGHTS. The LANDesk Products are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in Federal Acquisition Regulations (FAR) 52.227-14 (Jun 1987) Alternate III (June 1987), FAR 52.227-19 (June 1987) and DFAR 252.227-7013 et seq. (Nov 1995) or any applicable successor provisions. Use of the LANDesk Products by the United States Government constitutes



acknowledgment of LANDesk's proprietary rights therein. Contractor or Manufacturer is LANDesk Software, Inc. or its affiliates with an office at 698 West 10000 South, Suite 500, South Jordan, UT 84095.

19. SEVERABILITY. If any provision in this EULA shall be found or be held to be invalid, unenforceable, or in conflict with applicable law in any jurisdiction in which this EULA is being performed, such provision shall be construed, limited, or altered, as necessary, to eliminate the invalidity, unenforceability, or conflict, and all other provisions of this EULA shall remain unaffected.

20. FORCE MAJEURE. LANDesk shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond LANDesk's reasonable control ("Force Majeure"). In the event of Force Majeure, LANDesk's performance will be extended for a period equal to the duration of the delay caused thereby.

21. WAIVER. No action taken pursuant to this EULA, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by such party of any representation, warranty, covenant or agreement contained herein. The waiver by any party hereto of a breach of any provision of this EULA or failure to perform by the other party shall not operate or be construed as a further or continuing waiver of such breach or failure to perform or as a waiver of any other or subsequent breach or failure to perform. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by applicable law.

22. ASSIGNMENT; SUB-LICENSE. Licensee may not assign, sublicense, or transfer this EULA, the LANDesk Products, any right to Support Services, or any rights or obligations hereunder without prior written consent of LANDesk. Any such attempted assignment, sublicense, or transfer shall be null and void. LANDesk may terminate this EULA in the event of any such attempted assignment, sublicense, or transfer upon written notice to Licensee. LANDesk may assign this EULA and any rights or obligations hereunder at any time and without consent.

23. COPYRIGHTS, TRADEMARKS, AND PATENTS. The LANDesk Products are copyrighted and protected by the laws of the United States and other countries, and by international treaty provisions combined with Patents and Trademarks. Licensee may make copies of the LANDesk Products only as needed for archival and backup purposes. In no circumstance may Licensee remove or alter the copyright notice, trademark notice, or other proprietary notices from the LANDesk Products. Licensee agrees to faithfully reproduce and include all copyrights, trademarks, and other proprietary notices on any authorized copy of any LANDesk Product. LANDesk is either a registered trademark or trademark of LANDesk Software, Inc. or its affiliates in the United States and/or other countries. One or more patents, as well as other patent pending technology, may apply to LANDesk Products, including without limitation: U.S. Patent Nos. 5,938,745; 6,279,054; 6,363,359; 6,438,711; 6,446,046; 6,523,072; 6,711,634; 6,850,990; 7,032,110; 7,127,607; 7,146,531; 7,165,202; 7,225,430; 7,299,246; 7,356,578; 7,376,538; 7,529,820; 7,529,809; 7,555,683; 7,565,544; 7,624,423; 7,664,034; 7,672,992.

24. NOTICES. All notices required or permitted to be given hereunder shall be in writing, shall make reference to this EULA, and shall be delivered by hand, or dispatched by prepaid courier or by registered or certified mail, postage prepaid. Notices to LANDesk shall be sent to the following address:

LANDesk Software, Inc.  
698 West 10000 South, Suite 500  
South Jordan, Utah 84095  
Attn: Legal Dept.

Notices shall be deemed served when received by addressee or, if delivery fails by reason of some fault or action of the addressee, when tendered for delivery.

25. ENTIRE AGREEMENT; AMENDMENT. THIS EULA SETS FORTH THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN LICENSEE AND LANDESK RELATING TO THE SUBJECT MATTER HEREIN. NO LICENSOR, DISTRIBUTOR, DEALER, RETAILER, RESELLER, SALES PERSON, EXTERNAL ENTITY, OR EMPLOYEE IS AUTHORIZED TO MODIFY THIS EULA OR TO MAKE ANY REPRESENTATIONS DIFFERENT FROM, OR IN ADDITION TO, THE TERMS OF THIS EULA, AND LANDESK IS NOT OBLIGATED UNDER ANY OTHER AGREEMENTS, UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LANDESK. LICENSEE HEREBY CONFIRMS THAT IT HAS NOT ENTERED INTO THIS EULA IN RELIANCE ON ANY STATEMENT OR REPRESENTATION NOT EXPRESSLY SET OUT HEREIN. THIS EULA MAY NOT BE MODIFIED OR AMENDED EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

ANY TERMS AND CONDITIONS OF ANY PURCHASE ORDER OR OTHER DOCUMENT THAT IS SUBMITTED BY LICENSEE IN CONNECTION WITH THE LANDESK PRODUCTS THAT ARE IN ADDITION TO, DIFFERENT FROM OR INCONSISTENT WITH THE TERMS AND CONDITIONS OF THIS EULA ARE NOT BINDING ON LANDESK AND ARE INEFFECTIVE. NO VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED BY LANDESK TO MODIFY THIS EULA OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS IN ADDITION TO, DIFFERENT FROM, OR INCONSISTENT WITH THE WARRANTIES, REPRESENTATIONS OR PROMISES EXPRESSLY SET FORTH IN THIS EULA.

EULA – Version: November 2010

APPROVED AS TO FORM  
*Angie Sadtler*  
DEPUTY COUNTY CLERK  
COUNTY OF MONTGOMERY



Friday, February 15, 2013

To whom it may concern,

This letter is to confirm that SHI(Software House International), with a principal place of business at 290 Davidson Avenue, Somerset, NJ 08853 is currently a Premier National Sales reseller in the LANDesk channel programs and in good standing. As such, SHI(Software House International) is an authorized implementation partner of LANDesk Software.

If you have any questions regarding this letter or the LANDesk reseller programs, please contact me directly at +1 (801) 208-1628.

Best regards,

A handwritten signature in black ink, appearing to read "Reza Parsia".

Reza Parsia  
Director, Americas Channel  
Reza.parsia@landesk.com  
(801) 208-1628 phone  
(801) 361-4048 mobile

LANDesk Quote

Exhibit U



Pricing Proposal  
Quotation #: 6399716  
Created On: 3/8/2013  
Valid Until: 4/30/2013

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**Natividad Medical Center**

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**Michael Cross**  
1441 Constitution Blvd.  
Safinas, CA 93906  
United States  
Phone: (831) 755-4111  
Fax:  
Email: CrossM@natividad.com

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**Inside Sales Account  
Manager**

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**Amy Tong**  
1301 South MoPac Expressway  
Suite 375  
Austin, TX 78746  
Phone: 1-888-764-8888  
Fax: 1-888-764-8889  
Email: Amy\_Tong@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 LANDesk Management Suite Out of Support Maintenance LANDesk Software - Part#: LDMSOOSPMA-M	900	\$4.00	\$3,600.00
2 LANDesk Management Suite MNT (Renewals/Volume Only) LANDesk Software - Part#: LDMSPPMA-M	900	\$38.00	\$34,200.00
3 LANDesk Security Suite Subscription LANDesk Software - Part#: LDSS-S	900	\$48.00	\$43,200.00
		Subtotal:	\$81,000.00

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**Additional Comments**

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March 30, 2013 is when their renewal is due

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*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*