

AN ORDINANCE **2016-03-31-0216**

ACCEPTING AN OFFER FROM DIGITAL SANDBOX, INC., TO PROVIDE THE WATCHBOARD MONITORING SOFTWARE MODULE TO THE CITY'S OFFICE OF EMERGENCY MANAGEMENT FOR AN INITIAL COST OF \$55,000.00; FUNDED FROM THE FY16 OFFICE OF EMERGENCY MANAGEMENT GENERAL FUND; AND UP TO \$220,000.00 FOR ANNUAL MAINTENANCE AND SUPPORT, SUBJECT TO FUNDING IN SUBSEQUENT YEARS.

* * * * *

WHEREAS, the San Antonio Office of Emergency Management is responsible for all large-scale emergency planning, preparation and response for the City of San Antonio; and

WHEREAS, an upgrade of the current Digital Sandbox 7 monitoring module to Watchboard, an application that stores regional Critical Infrastructure and Key Resources, is necessary to improve situational awareness by providing a geographic view of critical infrastructure and key resource assets in relation to significant events or incidents within the operational area; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. An agreement with Digital Sandbox, Inc., to provide the Watchboard Monitoring Software Module to the San Antonio Office of Emergency management for an initial cost of \$55,000.00, and up to \$220,000.00 for annual maintenance and support, subject to funding in subsequent years, is hereby approved. A copy of the agreement is attached hereto and is incorporated by reference as **Attachment I**. The City Manager, or her designee, is authorized to execute the agreement and any related documents in furtherance of the intent and purpose of this ordinance without further council approval.

SECTION 2. Funding in the amount of \$55,000.00 for this ordinance is available in Fund 1100000, Cost Center 2015060001 and General Ledger 5201040 as part of the Fiscal Year 2016 Budget.

SECTION 3. Additional funding not to exceed \$220,000.00 for maintenance and support is contingent upon City Council approval of the Fiscal Year 2017 and subsequent budgets. The future amounts will be encumbered upon issuance of a purchase order, and payment is authorized to Digital Sandbox, Inc. All expenditures will be in accordance with the Fiscal Year 2016 and subsequent budgets that fall within the term period of this contract approved by City Council.

JK
3/31/16
Item No. 6

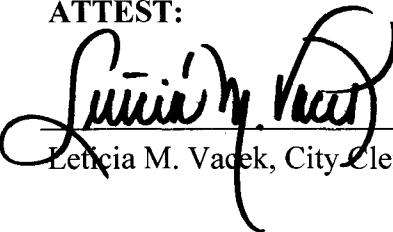
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED and APPROVED this 31st day of March, 2016.



M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Martha G. Sepeda, Acting City Attorney

Agenda Item:	6 (in consent vote: 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24)						
Date:	03/31/2016						
Time:	09:12:22 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting an offer from Digital Sandbox, Inc. to provide the Watchboard monitoring software module to the City's Office of Emergency Management for an initial cost of \$55,000.00 funded from the FY16 Office of Emergency Management General Fund and up to \$220,000.00 for annual maintenance and support subject to financing in subsequent years. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				x
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100007242

DS7 MAINTENANCE & SUPPORT WITH WATCHBOARD MODULE
FOR EMERGENCY OPERATIONS CENTER

Date Issued: MARCH 1, 2016

RESPONSES MUST BE RECEIVED NO LATER THAN:
2:00PM CT, MARCH 2, 2016

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:
Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"DS7 MAINTENANCE & SUPPORT WITH WATCHBOARD MODULE FOR EMERGENCY
OPERATIONS CENTER"

Offer Due Date: 2:00 P.M. CT, MARCH 2,
2016 RFO No.: 6100007242

Offeror's Name and Address

Bid Bond: NA Performance Bond: NA Payment Bond: NA Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

See Instructions for Offerors and Attachments sections for more information on these requirements.

Pre-Submittal Conference * N/A

• If YES, the Pre-Submittal conference will be held on NA at NA at N/A.

Staff Contact Person: ROSALINDA RAMIREZ, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: ROSALINDA.RAMIREZ@SANANTONIO.GOV

SBEDA Contact Information: 210-207-3900,

002 - TABLE OF CONTENTS

02 - TABLE OF CONTENTS 2
3 - INSTRUCTIONS FOR OFFERORS 3
4 - SPECIFICATIONS / SCOPE OF SERVICES 8
5 - SUPPLEMENTAL TERMS & CONDITIONS 9
6 - GENERAL TERMS & CONDITIONS 14
7 - SIGNATURE PAGE 18
8 - STANDARD DEFINITIONS 19
9 - ATTACHMENTS 20

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003 • INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offerer, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

Offers sent to City by facsimile or email shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For hard copy offers, provide a cover letter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

Offerers must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offerer's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

Offerers are cautioned that they are responsible for the security of their log on ID and password, since unauthorized use could result in Offerer's being held liable for the submission.

Certified Vendor Registration Form. If Offerer has not completed the City's Certified Vendor Registration (CVR) Form, Offerer is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerers must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

Electronic Alternate Offers Submitted Through the Portal. All alternate offers are recorded with original offers when submitted electronically.

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Offerers shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offerer shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

Offerers may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Offerors may provide responses to questions asked of them by the Staff Contact Person after responses are received. The Staff Contact Person may request clarification to assist in evaluating the Offeror's response. The information provided is not intended to change the offer response in any fashion. Such additional information must be provided within two business days from City's request.

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Respondents and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offerer's responsibility to check for new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFO.

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If an Offerer is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offerer wishes to be considered. All offers are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offerer only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Offerers must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offerer after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offerer shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offerer's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

Offerers shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

Offerers shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this RFO. No plea of ignorance by Offerer will be accepted as a basis for varying the requirements of City or the compensation to Offerer.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

The offer does not strictly conform to law or the requirements of the offer;

The offer is conditional; or

Any other reason that would lead City to believe that the offer is non-responsive or Offeror is not responsible.

City, in its sole discretion, may also waive any minor informalities or irregularities in any offer, such as failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

A written award of acceptance, manifested by a City Ordinance, and a purchase order furnished to Offeror results in a binding contract without further action by either party. Offeror must have the Purchase Order before making any delivery.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerers' facilities and equipment may be a determining factor in making the offer award. All Offerers may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the offer price, either per line item or total offer amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the City's Addendum to Form CIQ (Form CIQ-A) and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, City 100 Military Plaza, San Antonio, TX 78205.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Contract Documents: The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

- a. This Terms and Conditions Document;
- b. Any Purchase Orders issued herunder by the City of San Antonio ("City"); and
- c. Exhibit I-Annual pricing found in Attachment A.
- d. Exhibit II-All applicable terms and conditions of Master License Agreement, procured by Digital Sandbox, Inc.

The City is requesting offers for annual DS7 Maintenance and Support of modules, the purchase of the Watchboard Module and its annual Maintenance and Support.

The City of San Antonio currently has DS7 Maintenance and Support for the following Modules under Purchase Order 8000150275 through period 10/1/2015 – 9/30/16 with Digital Sandbox, Inc.

- Mobile Assessor - Maintenance
- Mobile Command - Maintenance
- Annual Software Maintenance
- Damage Assessor Maintenance

Should a conflict arise among the provisions of the contract documents, this Terms and Conditions Document and any Purchase Orders issued hereunder all govern over Exhibit I and Exhibit II, unless otherwise specifically provided herein.

This Terms & Conditions Document includes the following: General Terms and Conditions, Product Specifications and Description of Services, Price Schedule, any Attachments identified herein.

The City's Purchasing and General Services Department is willing to assist any vendor(s) in the interpretation of this Terms and Conditions Document. Assistance may be received by visiting the Purchasing Office at 111 Soldedad, 11th Floor, San Antonio, Texas 78205, or by calling (210) 207-7954.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract.

This contract shall begin upon the effective date of the ordinance awarding the contract, or , whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on September 30, 2017.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 4 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

Warranty.

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

The City and Vendor acknowledge and agree that the limitation of the License, Support Services and Hosting Services as described in the Master License Agreement (Exhibit II) are not considered an attempt to limit Vendor's liability as intended in this section but are aspects of the parties' understanding of the deliverables under this contract and are permitted limitations of Parties' obligations under this contract.

All Or None Bid.

City of San Antonio will make award to one vendor only.

Internal/External Catalog.

San Antonio e-Procurement. The City is using an "an e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.

If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Purchasing Department, which shall be clearly labeled "DS7 MAINTENANCE & SUPPORT WITH WATCHBOARD MODULE FOR EMERGENCY OPERATIONS CENTER" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein, and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
 Attn: Purchasing Department
 P.O. Box 839966
 San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

High Technology Procurement.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Vendor will immediately:

Either:

obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse City for any expenses incurred by City to implement emergency backup measures if City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending, provided such reimbursement is limited to the contract amount for such programs and/or hardware that are under dispute.

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,

the Software or the equipment is used by City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of City's negligent act or omission, and

City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Vendor assumes responsibility under this section.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A -Local Preference Program Ordinance and Form
Attachment B – Supplemental Information Related to the State of Texas Conflict of Interest
Attachment C-Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Language
Attachment D-Veteran-Owned Small Business Preference Program (VOSBPP) Form
Attachment E-Certificate of Interested Parties (Form 1295)
Exhibit I-Annual Pricing Schedule
Exhibit II-Master License Agreement

006 • GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this RFO or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

Purchase Orders. Each time a City department wishes to place an order against this contract, it will issue Vendor a purchase order. Vendor must have the purchase order before making any delivery.

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing, up to the contract amount for such product. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A WAIVER BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Tennination.

Tennination-Breach. Should vendor fail to fulfill in a timely and proper manner, as detennined solely by the Director, its material obligations under this contract, or violate any of the material tenns of this contract, City shall have the right to immediately tenninate the contract in whole or in part. Notice of tennination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to tenninate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Tennination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Tennination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Tennination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

City and Vendor acknowledge and agree that the software services, reports, or recommendations provided by Vendor involve probabilities and future events, and rely on data provided by City; therefore, any indemnification, warranty, or liability of Contractor contained in this Contract do not apply to the City's interpretation of results from or use of the software, any services, or reports delivered by Vendor or the City's decision to implement any recommendation given or implied by Vendor, and any such services, reports, or recommendations are merely tools and cannot guarantee any specific result.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction. The parties agree that Vendor's software is not considered a document under this section.

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder, Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas, then and in that event it is the intention of the parties hereto that such invalidity, illegality or

unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

Compliance with Law. Vendor shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

Certifications. Vendor warrants and certifies that Vendor and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

Non-waiver of Performance. Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

Venue. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein. Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

If submitting your offer by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information

Please Print or Type

Vendor ID No.

V1035752

Signer's Name

ALAN C. SHARP

Name of Business

DIGITAL SANDBOX INC., A WHOLLY OWNED SUBSIDIARY OF HAYSTAX TECHNOLOGY, INC.

Street Address

8251 GREENSBORO DR. STE 1000 MCLENN, VA 22102

City, State, Zip Code

Email Address

asharp@haystax.com

Telephone No.

(571) 297-3758

Fax No.

(703) 442-4720

City's Solicitation No.

RFO No. 6100007242



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-Nona Offer - an RFO in which City will award the entire contract to one offerer only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offerer in response to a solicitation.

Assignment - a transfer of claims, rights or interests in goods, services or property.

Bid Bond - security to ensure that Offerer (a) will not withdraw the offer within the period specified for acceptance, and (b) will furnish any required bonds and any necessary insurance within the time specified in the solicitation.

City - the City of San Antonio, a Texas home-rule municipal corporation.

Contractor - the offerer whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Director - the Director of City's Purchasing & General Services Department, or Director's designee.

Line Item - a listing of items in an offer for which an offerer is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offerer to perform the resultant contract.

Offerer - a person, firm or entity that submits an offer in response to a solicitation. The offerer whose offer is accepted by City may also be referred to herein as Contractor, Vendor or Supplier.

Payment Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's failure to pay suppliers and subcontractors.

Performance Bond - a particular form of security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Performance Deposit - security provided by the contractor to protect City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerers to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offerer must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the vendor's obligations under the contract with City.

Supplier - the offerer whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

Vendor - the offerer whose offer is accepted by City and is, therefore, the person, firm or entity providing goods or services to City under a contract.

009-ATTACHMENTS

ATTACHMENT -A

Local Preference Program (LPP) Ordinance

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

ATTACHMENT - B

SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/form/CIQ.pdf>

In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

ATTACHMENT -C

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT - D
VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM
(Posted as a separate attachment)

ATTACHMENT - E

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

"Intermediary", for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity.

EXHIBIT I – Price Schedule

Watchboard			
Quantity	Maintenance Term	Description	Line Total
1	One-time purchase	Watchboard – Module	\$49,999.99
1	4/01/16 – 9/30/16	Watchboard - Maintenance	\$5,000.00
		Total	\$54,999.99

Watchboard			
Quantity	Maintenance Term	Description	Line Total
1	10/01/16 – 9/30/17	Watchboard - Maintenance	\$10,000.00
1	10/1/16 – 9/30/17	Mobile Assessor – Maintenance	\$4,060.00
1	10/1/16 – 9/30/17	Mobile Command– Maintenance	\$4,060.00
1	10/1/16 – 9/30/17	Annual Software Maintenance	\$21,566.80
1	10/1/16 – 9/30/17	Damage Assessor Maintenance	\$4,060.00
		Total	\$43,746.80

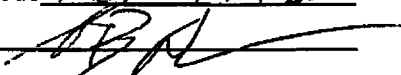
Renewal Period for Current Modules			
Quantity	Maintenance Term	Description	Line Total
1	10/1/17 – 9/30/18	Mobile Assessor – Maintenance	\$4,060.00
1	10/1/17 – 9/30/18	Mobile Command– Maintenance	\$4,060.00
1	10/1/17 – 9/30/18	Annual Software Maintenance	\$21,566.80
1	10/1/17 – 9/30/18	Damage Assessor Maintenance	\$4,060.00
1	10/1/17 – 9/30/18	Watchboard Maintenance	\$10,000.00
		Total	\$43,746.80

Renewal Period for Current Modules			
Quantity	Maintenance Term	Description	Line Total
1	10/1/18 – 9/30/19	Mobile Assessor – Maintenance	\$4,060.00
1	10/1/18 – 9/30/19	Mobile Command– Maintenance	\$4,060.00
1	10/1/18 – 9/30/19	Annual Software Maintenance	\$21,566.80
1	10/1/18 – 9/30/19	Damage Assessor Maintenance	\$4,060.00
1	10/1/18 – 9/30/19	Watchboard Maintenance	\$10,000.00
		Total	\$43,746.80

Renewal Period for Current Modules			
Quantity	Maintenance Term	Description	Line Total
1	10/1/19 - 9/30/20	Mobile Assessor - Maintenance	\$4,060.00
1	10/1/19 - 9/30/20	Mobile Command- Maintenance	\$4,060.00
1	10/1/19 - 9/30/20	Annual Software Maintenance	\$21,566.80
1	10/1/19 - 9/30/20	Damage Assessor Maintenance	\$4,060.00
1	10/1/19 - 9/30/20	Watchboard Maintenance	\$10,000.00
		Total	\$43,746.80

Renewal Period for Current Modules			
Quantity	Maintenance Term	Description	Line Total
1	10/1/20 - 9/30/21	Mobile Assessor - Maintenance	\$4,060.00
1	10/1/20 - 9/30/21	Mobile Command- Maintenance	\$4,060.00
1	10/1/20 - 9/30/21	Annual Software Maintenance	\$21,566.80
1	10/1/20 - 9/30/21	Damage Assessor Maintenance	\$4,060.00
1	10/1/20 - 9/30/21	Watchboard Maintenance	\$10,000.00
		Total	\$43,746.80

Acknowledged and Agreed:

Date 3/11/16
 Company Name Digital Sandbox, Inc
 Address 8251 Greensboro Dr.
 City/State/Zip Code McLean, VA 22102
 Signature 



Master License Agreement – Exhibit II

This Master License Agreement (“Agreement”) is made as of the _____ day of _____ 201__ (the “Effective Date”) by and between Digital Sandbox, Inc., a Delaware corporation (“Digital Sandbox”) with offices located at 8251 Greensboro Drive, Suite 1111, McLean, Virginia 22102 and the “Customer” (as identified below).

WHEREAS, Digital Sandbox develops and licenses certain technology (the “Licensed Software”) for use and access by a Customer and its Registered Users;

WHEREAS, Digital Sandbox offers subscription based maintenance and support services to support the Licensed Software (the “Support Services”);

WHEREAS, in addition, Digital Sandbox offers value added consulting services to provide customized analysis and reporting capabilities (such consulting services referred hereto as the “Analysis Services,” and any such resulting reports are referred to herein as the “Customized Reports”);

WHEREAS, as more particularly described on an Order Form, Customer desires to license the Licensed Software from Digital Sandbox and/or procure the Support Services, the Analysis Services or the Customized Reports (collectively, the “Services”).

WHEREAS, Digital Sandbox is willing to license the Licensed Software to Customer and perform the Services, as the case may be, under the terms and conditions in this Agreement.

This Agreement consists of this cover page (the “Cover Page”) and the attached Terms and Conditions and all exhibits and schedules attached hereto, and any Order Form executed during the Term, which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

Executed as a binding Agreement by Digital Sandbox:

By (Authorized Signature):	
Date:	3/4/2016
Print Name:	ALAN C. SHARP
Title:	VP, OPERATIONS

Executed as a binding Agreement by Customer:

Company Name:	
By (Authorized Signature):	
Date:	
Print Name:	
Title:	
Street Address:	
City, State, Zip:	
Postal Code, Country:	
Phone:	

Master Services Agreement

Terms & Conditions

1 **Scope of Agreement Definitions.** This Agreement covers the (i) license and permitted use of the Licensed Software, (ii) purchase of Support Services associated with the Software; and (iii) purchase of Analysis Services and the associated Customized Reports pursuant to the terms and conditions contained in a separately executed Order Form. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1 "Analysis Services" shall mean the professional consulting services provided by Digital Sandbox upon request of Customer to further manipulate, interpret and organize the output from Digital Sandbox's Licensed Software, and similar tools of Digital Sandbox to the extent mutually agreed upon in writing by the parties and in a form substantially similar to the form order form attached hereto as Exhibit A (each a "Order Form").

1.2 "Customer Data" shall mean any information concerning the Customer's assets, infrastructure, systems, software, hardware, including capabilities and limitations thereof that Customer inputs, directly or through any agent or contractor, into the Licensed Software.

1.3 "Documentation" shall mean the Licensed Software user and administration manual(s), software-enabled help files, advice available from Digital Sandbox online and technical documentation of the Analysis Services.

1.4 "Licensed Software" means the object code of the Digital Sandbox products. The Licensed Software also includes, to the extent the Customer has subscribed to and paid for the Support Services, any upgrades, modifications, new versions, maintenance releases and patches of and for the Licensed Software.

1.5 "Order Form" means the form by which the Customer can order the Licensed Software and/or the Services under this Agreement, a form of which is attached hereto as Exhibit A.

1.6 "Pre-Existing Materials" shall mean any and all materials, information, inventions, methods, procedures, technology and know-how owned or developed by Digital Sandbox prior to the Effective Date.

1.7 "Registered Users" are employees or consultants of Customer who are authorized by the Customer to use the Licensed Software strictly in accordance with the terms and conditions of this Agreement.

1.8 "Services" means the Analysis Services and/or the Support Services.

1.9 "Warranty Period" means ninety (90) days from the date the License Software is delivered to Customer.

2 License Grant

2.1 Subject to the terms and conditions of this Master License Agreement and in consideration for the payment of the applicable fees described in the Order Form, Digital Sandbox hereby grants to Customer (and each of its Administrators and Registered Users) a limited, non-exclusive, non transferable license (the "License") to use and install the Licensed Software for Customer's internal business purposes in accordance with the Documentation, as well as the right to use any and all Documentation. Customer will provide access to the Licensed Software only to its authorized Registered Users during the Term and only up to the number of Registered Users ordered and paid for by Customer under an Order Form.

2.2 This Agreement and the license grant does not extend to any parent, subsidiary or affiliate companies, government entities, agencies or the like of Customer unless otherwise agreed in writing.

3 Licensed Software Restrictions.

3.1 Customer and Registered Users may not access, distribute or use the Licensed Software except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution, directly or indirectly, of any portion of the Licensed Software is expressly prohibited. Furthermore, Customer and Registered Users shall not, nor shall they permit others to do any of the following:

- 3.1.1 Sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement;
- 3.1.2 Store any Licensed Software in any information storage and retrieval system which provides access to persons not authorized by this Agreement or provides concurrent usage by more end users than those authorized by this Agreement;
- 3.1.3 Rent, sublicense, lease, or assign any right to use Licensed Software to any person other than Customer itself or its authorized Registered Users;
- 3.1.4 Copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Licensed Software, or in any other way alter, translate, modify, or adapt the Licensed Software; or
- 3.1.5 Make use of the Internet or an Intranet to provide access to the Licensed Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement.

Any access to or use of the Licensed Software (or any part thereof) by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Unless otherwise provided for in the Order Form and within Customer's then current Maintenance and Support Agreement, if any, this Agreement shall not entitle the Customer to any future versions, revisions or future features of the Licensed Software. Upon termination of this Agreement (if the term of the License is periodic) or upon revocation of the License, after notice of breach and failure to cure such breach, Customer agrees to immediately return the Licensed Software to Digital Sandbox and destroy all copies of the Licensed Software and Documentation, including erasure of all electronic forms found on any computer or hardware device. Customer is responsible for all use of any the Licensed Software and for compliance with this Agreement and any applicable third party software license agreement.

3.2 Unless otherwise expressly stated herein, this Agreement does not transfer to Customer any title or any ownership right or interest in any Licensed Software, the Documentation, the Customized Reports or in any intellectual property rights therein. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement.

3.3 Subject to the license granted in Section 2, Digital Sandbox reserves all rights that are not expressly granted in this Agreement with respect to the Licensed Software, the Customized Reports and the Pre-Existing Materials and all intellectual property rights associated with the Licensed Software, the Customized Reports and the Pre-Existing Materials. Customer acknowledges that the foregoing licenses are strictly non-exclusive and that Digital Sandbox may use the Licensed Software, the Customized Reports and its Pre-Existing Materials for any purpose in Digital Sandbox's discretion. Digital Sandbox and its suppliers are the sole owners of the Licensed Software, the Customized Reports and the Pre-Existing Materials, including any new features or functions developed during the Term. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement. Digital Sandbox reserves all rights not expressly granted.

4 Maintenance and Support.

4.1 Maintenance and Support. Customer may subscribe for Digital Sandbox's maintenance and support services by indicating as such on an Order Form and paying the annual subscription fee associated therewith. The maintenance and support services are described on Exhibit B attached hereto (the "Support Services"). Customer will identify through the Digital Sandbox registration process the person identified as the Customer's authorized support contact (the "Administrator"). Unless otherwise indicated on the Order Form, Digital Sandbox will provide the Support Services to Customer's Administrator(s). Unless otherwise indicated in an Order Form, the term of the Support Services shall be twelve months that commences on the Effective Date of this Agreement, and shall automatically renew for subsequent twelve month periods, unless and until either party provides the other with at least ninety (90) days written notice prior the expiration of the then-current term.

4.2 Digital Sandbox may cease providing Support Services if Customer fails to renew Support Services for additional term(s). If Customer ends the Support Services either by non-payment or by notification to Digital Sandbox, and if Customer should subsequently seek maintenance, new updates, features, etc., Customer will be required to pay the then current reinstatement fee as a condition for restoration of Support Services.

5 Customer Responsibilities.

Customer is responsible for all activities that occur in Registered User accounts and for Registered Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Licensed Software, and notify Digital Sandbox promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service. Customer is responsible for all use of the Licensed Software and for compliance with this Agreement and any applicable third party software license agreement. Additionally, in connection with the Services performed by Digital Sandbox under this Agreement, the Customer will:

5.1 Provide Digital Sandbox with access to Customer's designated on-site supervisor and technical resources for the Services for the duration of this Agreement.

5.2 Provide a description of the target computing environment inventory and provide access to all operating systems and network and computing environments necessary to complete the Services. Such access shall include user accounts, system administrators and other areas as deemed necessary by Digital Sandbox.

5.3 Provide access to any computer(s) requiring troubleshooting as selected or deemed necessary by Digital Sandbox.

5.4 Provide licensed copies of all software products, including any hardware products, to be installed, implemented or used by Digital Sandbox hereunder. Payment for, license, use and operation of all such products are the sole responsibility of Customer. Customer may request that Digital Sandbox acquire such licensed software and hardware products and, in such event shall reimburse Digital Sandbox at cost with no markup for such hardware and/or software products.

5.5 Provide a suitable test environment that is representative of server or workstation mix and platforms.

5.6 Ensure version compatibility with software to be installed, implemented or otherwise used.

5.7 Back up its environment and perform maintenance before implementation begins on targeted servers.

6 Analysis Services; Customized Reports; Proprietary Rights

6.1 Analysis Services. From time to time, the parties may agree in an Order Form that Digital Sandbox perform certain Analysis Services and deliver certain Customized Reports by executing an Order Form, the form of which is attached hereto as Exhibit A. Customer shall supply to Digital Sandbox such other information and data as Digital Sandbox shall reasonably require to carry out the Analysis Services and deliver the Customized Reports, if any.

6.2 Ownership of Customized Reports. The parties agree and understand that the form, arrangement, presentation and methods used to analyze the Customer Data within the Customized Reports has been developed and refined by Digital Sandbox prior to the Effective Date and such form of Customized Reports and the methodologies underlying the Customized Reports are the valuable intellectual property of Digital Sandbox. Accordingly, all Customized Reports delivered to Customer under this Agreement shall remain the intellectual property of Digital Sandbox, and, subject to the terms and conditions of this Agreement and upon payment of the fees set forth in the Order Form, Customer is hereby granted a limited, non-exclusive, non-transferable, non-sublicenseable right to use and view the Customized Reports identified in the applicable Order Form. Under no circumstances may Customer share any Customized Reports with any third party without the express prior written consent of Digital Sandbox. All rights in the Customized Reports (and related intellectual property rights) remain in and/or, if necessary, are hereby assigned to Digital Sandbox; provided however, that Customer shall retain ownership of any information or property provided by Customer, including the Customer Data, that may be incorporated into the Customized Reports and Digital Sandbox shall have no ownership rights in such information or property.

6.3 Nothing in this Agreement shall preclude Digital Sandbox from developing for itself, or for others, materials which are competitive with those produced as a result of the Analysis Services or a Customized Report provided hereunder, irrespective of their similarity to materials which may be delivered to Customer pursuant to this Agreement or any Order Form. In addition, nothing in this Agreement shall preclude Digital Sandbox from using any general consulting, data processing, software, principles, concepts, ideas, skills, tools, methodologies or other knowledge that Digital Sandbox may acquire during the course of providing the Analysis Services hereunder or in

preparing a Customized Report, provided that Digital Sandbox shall not disclose any Customer Data or any of the Customer's proprietary, confidential and trade secret information.

6.4 All copyrights, patents, trade secrets, or other intellectual property rights associated with ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Digital Sandbox or its personnel prior to commencement of Analysis Services and during the term of an Order Form hereunder shall remain the exclusive property of Digital Sandbox. Digital Sandbox shall at all times retain ownership of its Pre-Existing Materials and proprietary methodologies used in the delivery of the Analysis Services including, but not limited to: descriptions of its methodologies, strategies and practices; skills; concepts; designs; processes; and project tools. Customer acknowledges that the foregoing items along with the Customized Reports shall be considered confidential information of Digital Sandbox.

7 Order Form.

During the Term, Customer may license the Licensed Software or request Digital Sandbox to perform the Support Service and/or the Analysis Services, and Digital Sandbox agrees to license such Licensed Software and perform such Services under the terms of this Agreement pursuant to one or more standard Order Forms. The Order Form shall contain the price, description and type of Licensed Software, the number of Administrators, the Analysis Services and/or Support Services to be provided to Customer, if any, and/or number of authorized Registered Users that are permitted to access and use the Licensed Software and Services and signed by both parties to this Agreement. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Digital Sandbox and Customer. The duration and type of License provided to Customer and any associated fees or charges shall also be identified on the Order Form.

8 Terms of Payment.

8.1 Customer agrees to pay the fees set forth on the Order Form(s) under this Agreement for the Licensed Software and/or Services ordered on each Order Form. Digital Sandbox will issue an invoice for all fees due under this Agreement on a monthly basis in arrears, or where indicated annually in advance, unless otherwise specified in an Order Form. Customer agrees to pay undisputed invoices within 30 days after receipt of Digital Sandbox's invoice, unless otherwise specified in an Order Form.

8.2 Digital Sandbox shall provide the Analysis Services to Customer at the rates set forth on the Order Form(s) under this Agreement. Additionally, Customer shall pay Digital Sandbox's its out of pocket costs (including travel and lodging where applicable), materials, and expenses reasonably incurred in providing the Analysis Services or any on-site installation, support and/or other services, unless otherwise specified in an Order Form.

8.3 The Support Services annual fee shall be due and payable to Digital Sandbox at least thirty (30) days prior to the anniversary of the Effective Date. The Support Services Annual Fee for subsequent years (after initial year) will be set at eighteen percent (18%) of the then current list price of the Licensed Software licensed under this Agreement. Digital Sandbox may change the annual fee or the basis on which it is calculated by providing at least thirty (30) days prior notice.

8.4 With respect to any past due payments not in dispute, Digital Sandbox reserves the right to charge Customer, and if assessed, Customer agrees to pay, a late fee equal to the lesser of one percent (1%) or the greatest amount permitted by law for each month or partial month such undisputed amount remains outstanding.

9 Confidentiality

9.1 As used herein "Confidential Information" means the terms and conditions of this Agreement, any non-public information, technical data or know-how of a party, including network configurations and network architecture which is furnished by one party to the other party in written or tangible form in connection with this Agreement and marked as "Confidential" including the Customer Data or if given orally, is summarized in a writing provided to the other party within 30 days, or is otherwise obtained by a party, and if not marked, otherwise should reasonably be understood by its nature to be Confidential Information. Notwithstanding the foregoing, each party may disclose this Agreement and its terms, in confidence, to its officers, directors, accountants, attorneys, advisors, and actual and potential investors, acquirers and/or financing sources on a need-to-know basis subject to execution by any of the foregoing of a confidentiality agreement with terms substantially similar to those contained in this Section 9. Notwithstanding the foregoing and regardless if the following are marked as confidential or not, the Licensed Software, the Pre-Existing Materials and the Customized Reports shall be the Confidential Information of Digital Sandbox.

9.2 Neither party will use the other's Confidential Information except as authorized herein and each party will maintain in confidence the other party's Confidential Information. Each party will implement measures to protect Confidential Information that are no less restrictive than those used to protect its own confidential materials and in any case are reasonable measures. Each party retains the sole and exclusive ownership of all information and materials provided by it to the other party hereunder. For the avoidance of doubt, Customer is the sole and exclusive owner of all Customer Data and Registered User data (including, personally identifiable user data) ("User Data") collected hereunder and such Customer Data and User Data shall be deemed Confidential Information of Customer. Digital Sandbox will not be liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data and Registered User Data. Upon termination of this Agreement, all copies of any Confidential Information in a party's possession shall be returned to the disclosing party.

9.3 Notwithstanding the foregoing, "Confidential Information" does not include information which is: (i) already, at the time of disclosure by the other party, lawfully in the possession of the receiving party; (ii) independently developed by the receiving party without access to the Confidential Information of the other party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under an obligation to keep such information confidential; (v) approved for release by written agreement of the disclosing party; or (vi) disclosed to the public pursuant to the requirements of law, regulation or court order. For the avoidance of any doubt, Confidential Information does not include any knowledge concerning the operation or vulnerabilities of an asset, system, hardware or software that Digital Sandbox may acquire during the Term or of any present or potential threat to any of the foregoing that Digital Sandbox learns or acquires during the Term.

9.4 The parties agree that either party shall be permitted to promote Customer's use of the Licensed Software and/or any other Services in general terms as part of press releases, on such party's website and general advertising or in any other publicity matters.

9.5 Notwithstanding the foregoing, Customer agrees that Digital Sandbox may use certain generic, non-specific Customer information that Digital Sandbox compiles as a result of the Services under this Agreement for the purpose of preparing and distributing statistical reports relative to security trends and data patterns so long as any such use in no way identifies the Customer or any Customer Data.

10 Warranty

10.1 Digital Sandbox will render all Services in a professional manner in accordance with generally accepted industry standards. Digital Sandbox warrants that the Licensed Software will perform substantially in accordance with the Documentation during the Warranty Period. Digital Sandbox does not warrant that the operation of the software will be uninterrupted or error free. Digital Sandbox shall correct material Documentation errors by including such correction in its next release of such Documentation. To the best knowledge of Digital Sandbox, the Licensed Software does not contain viruses, trojan horses, worms, time bombs or cancel bots.

10.2 Digital Sandbox's warranty will be void if any failure has resulted from unauthorized modification, misuse, accident, abuse, or misapplication of the Licensed Software by any party other than Digital Sandbox.

10.3 DIGITAL SANDBOX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE, THE PRE-EXISTING WORKS, THE CUSTOMIZED REPORTS, THE SERVICES AND THE DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSED SOFTWARE, THE SERVICES AND THE CUSTOMIZED REPORTS ARE PROVIDED "AS IS" AND ARE DESIGNED TO BE TOOLS TO ASSIST IT IN EVALUATING VULNERABILITIES, THREATS AND RISKS TO ITS ASSETS, INFRASTRUCTURE AND SYSTEMS. DIGITAL SANDBOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF ANY OF THE CUSTOMIZED REPORTS, THE SERVICES OR ANY DATA GENERATED BY THE LICENSED SOFTWARE, OR THAT LICENSED SOFTWARE, THE SERVICES OR THE CUSTOMIZED REPORTS WILL OPERATE ERROR FREE OR UNINTERRUPTED OR WILL ACCURATELY PREDICT OR IDENTIFY ALL VULNERABILITIES, THREATS OR THE RISK EXPOSURE OF CUSTOMER'S ASSETS, INFRASTRUCTURE OR SYSTEMS OR PROPERLY CHARACTERIZE THE SEVERITY OF SUCH VULNERABILITY, THREAT OR RISK. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE LICENSED

SOFTWARE OR THE INFORMATION CONTAINED IN A CUSTOMIZED REPORT, AND FOR ANY RELIANCE THEREON. CUSTOMER AGREES TO BACKUP ALL DATA RESIDING ON ITS OR DIGITAL SANDBOX'S SYSTEMS.

11 Indemnification

11.1 Digital Sandbox shall indemnify, defend and hold harmless Customer and Customer's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, based upon or alleging that (i) Customer's authorized use of the Services or the Licensed Software provided by Digital Sandbox in accordance with the Documentation violates, infringes or misappropriates any United States patent, copyright, trademark or trade secret; and/or (ii) the gross negligence or willful misconduct of Digital Sandbox, but only to the extent of such gross negligence or willful misconduct. As a condition precedent to the foregoing indemnification obligations, Customer agrees to notify Digital Sandbox of any such claim promptly in writing, tender the defense to Digital Sandbox and to allow Digital Sandbox to manage, control, and/or settle such proceedings. Customer agrees to cooperate fully, at Digital Sandbox's sole cost and expense, with Digital Sandbox during such proceedings.

11.2 In the event of an infringement claim or should Digital Sandbox have reasonable concerns about infringement or potential infringement, at Digital Sandbox's option, it may replace, in whole or in part, the Licensed Software with a substantially compatible and functionally equivalent computer program(s), modify the Licensed Software to avoid the infringement without substantially compromising the functionality of the Licensed Software and/or obtain such license(s) as it deems appropriate so long as any such license provides Customer, at a minimum, with substantially the same functionality as provided herein. Customer agrees to promptly install any such replacement version and discontinue use of the superseded versions.

11.3 Digital Sandbox will have no obligation for any claim of infringement to the extent that it results from modifications to the Licensed Software or the Customized Reports made other than by Digital Sandbox or because of Customer's failure to use updated or modified Licensed Software or Customized Reports provided by Digital Sandbox to avoid a claim of infringement or misappropriation.

11.4 THE PROVISIONS OF THIS SECTION 11 SET FORTH DIGITAL SANDBOX'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

11.5 Indemnification by Customer. Subject to this Agreement, Customer shall defend, indemnify and hold Digital Sandbox and Digital Sandbox's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, incurred in connection with any unauthorized use by Customer or a Registered User of the Licensed Software; provided, that Digital Sandbox (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any Claim unless it unconditionally releases Digital Sandbox of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

12 Limitations

12.1 SUBJECT TO SECTION 12.2, EXCLUDING LIABILITIES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 11 AND ANY LIABILITIES ARISING FROM CUSTOMER'S BREACH OF SECTION 2 AND SECTION 3 (LICENSE GRANT AND LICENSED SOFTWARE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE USE OF THE LICENSED SOFTWARE, EXCEED THE AMOUNT OF FEES PAID TO DIGITAL SANDBOX UNDER THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

12.2 Exclusion of Other Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR

SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

13 Term and Termination

13.1 Unless stated otherwise in an Order Form, this Agreement shall have an initial term of one (1) year (the "Term"), and may be thereafter be renewed upon the mutual agreement of the Parties, provided that the license grant contained in Section 2 shall be perpetual so long as Customer continuously comply with Section 3 and Section 9. The term of the Support Services or Services shall be determined by Customer's purchase of and payment for such Support Services and/or Services.

13.2 Either party shall have the right to terminate this Agreement or an Order Form and the license granted herein upon thirty (30) calendar days' written notice in the event that the other party materially breaches this Agreement and the breach remains uncured upon the expiration of the thirty (30) day period after written notice from the non-breaching party specifying the breach of this Agreement. Either party may terminate this Agreement immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

13.3 Upon termination of this Agreement, all obligations to provide the Services shall cease. Upon termination, Customer agrees to immediately cease using the Licensed Software and return all copies of the Licensed Software and the Documentation, including erasure of all electronic forms found on any computer or hardware device. Termination shall not affect existing obligations of Customer regarding payment of monies then due. The following Sections shall survive termination of this Agreement: 1, 3, 5, 6, 8, 9, 10, 11, 12, 13 and 14, together with any outstanding payment obligations of Customer.

14 Miscellaneous

14.1 Entire Agreement. This Agreement is the complete and exclusive agreement between Customer and Digital Sandbox, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties relating to this subject matter. The Parties agree that, to the extent any Customer purchase or sales order contains terms or conditions that conflict with, or supplement, this Agreement, such terms and conditions shall be void and have no effect, and the provisions of this Agreement shall control.

14.2 Federal Government End Use Provisions. Digital Sandbox provides the Licensed Software, including related Licensed Software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Licensed Software include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Digital Sandbox to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.3 Amendment and Modification. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by Customer and Digital Sandbox.

14.4 Governing Law; Severability. This Agreement and the relationship of the parties shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law or conflict of law provisions. Digital Sandbox and Customer agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

14.5 Relationship of the Parties. Digital Sandbox is an independent contractor, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. Digital Sandbox and its

employees shall not be entitled to any of Customer's benefits, including: (a) income tax withholding; (b) 401(k) or other retirement benefits; or (c) employee stock purchase or stock option plans.

14.6 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver. Digital Sandbox will not be deemed to have waived any condition, requirement, term or part hereof unless waiver is in writing and signed by an authorized representative of Digital Sandbox.

14.7 Assignment. Either party may assign this Agreement in the event of a merger, acquisition or sale of all or substantially of all of a party's assets, so long as any such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement. Digital Sandbox may assign this agreement to any company which acquires all or any substantial portion of its assets. Unless otherwise permitted in this Section 14.7, neither party will assign or otherwise transfer this Agreement in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, as applicable, their permitted respective heirs, executors, administrators, representatives, successors and assigns.

14.8 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to: an act of God; an act of war; a riot; an epidemic, fire, flood or other disaster; an act of government; and a strike or lockout.

14.9 Equitable Relief. Each party acknowledges that all provisions of this Agreement relating to the Licensed Software or the Analysis Services, or restrictions on Customer's use thereof or to a party's intellectual property rights or a party's nondisclosure obligations are such that breach by one party would cause the other immediate and irreparable harm. Accordingly, in case of any such breach by a party, in addition to such other relief as may be available, the other party shall be entitled to temporary, preliminary and final injunctive relief in a court of law.

14.10 Notices. All notices and demands (collectively, a "Notice") between the parties shall be in writing and shall be deemed effective: (i) upon delivery in person; (ii) three days after mailing by registered or certified mail, return receipt requested; (iii) the next day after shipment by overnight courier service, return receipt requested; or (iv) upon delivery within the United States by email or facsimile, provided that written confirmation by one of the other delivery methods specified herein follows promptly thereafter.

14.11 Records. During the term of this Agreement and for one (1) year thereafter, each party shall maintain complete and accurate records of its use of the Licensed Software, and Digital Sandbox or its authorized representative may, upon reasonable notice, but in no event more than once per calendar year, audit and review such records or perform such other inspection procedures as reasonably necessary to confirm Customer's compliance with the terms and conditions of this Agreement. If such audit reveals that Customer is using the Licensed Software with more than the number of authorized Registered Users, without limiting any of Digital Sandbox's other remedies, Customer shall promptly pay Digital Sandbox the then-current fee for such use.

14.12 Insurance. Each party shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence or willful misconduct of such party in performing the services under this Agreement, including workers' compensation, public liability, professional, property damage, and automobile liability insurance. Upon the written request of one party to the other, such party will produce a certificate of insurance demonstrating such coverage

14.13 Counterpart and Facsimile Signatures. This Agreement or any Order Form may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signature in Adobe PDF or similar format).

Exhibit A
Order Form

[to be determined at time of purchase]

Exhibit B
Support Services

1. Relation to the Master License Agreement

This Support Services Exhibit adopts and incorporates by reference the terms and conditions of the Master License Agreement ("Agreement") between DIGITAL SANDBOX, INC. ("Digital Sandbox") and [CUSTOMER NAME] ("Customer") dated [Effective Date of Agreement]. Capitalized terms not otherwise defined in this Exhibit B will have the meaning given such terms in the Agreement.

2. Period of Support Services; Applicable Annual Fees

Support Services will be provided to Customer only during one-year terms for which Customer purchases such Support Services. Digital Sandbox reserves the right to charge an additional fee for add-in modules and for new versions in which platform upgrades, substantial additional functionality or substantially improved performance are provided.

3. Licensed Software Support Services

a. While Customer is covered by Support Services, Digital Sandbox agrees to provide to Customer updates, modifications, corrected or modified versions of the Licensed Software in the form of maintenance releases, patches, fixes, updates with minor functionality additions, and further releases that Digital Sandbox makes generally available to end-users. Support Service excludes "Major Upgrades" which means a new version of the Licensed Software issued by Digital Sandbox provided for the purpose of materially enhancing the functionality or performance of the Licensed Software. A Major Upgrades shall be identified by the numeral to the left of the first decimal point (e.g. a change from version 1.1 to 2.0 or from 2.0 to 3.0).

b. So long as it has been provided by Digital Sandbox to Customer, Digital Sandbox is only required to support the most current version ("Current Version") of the Licensed Software. Following release of an Update, the previous release of the Licensed Software shall remain a Current Version only for a period of six (6) months. Digital Sandbox may discontinue support of any product upon one (1) year's prior written notice to Customer.

c. All such version and release modifications, when delivered and installed, will become part of the Licensed Software and will otherwise be subject to all of the terms of the Agreement.

4. Defect Correction Services

a. While Customer is covered by Support Services, Digital Sandbox will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material defect (including, without limitation, bugs or viruses in the software) in the Licensed Software. Digital Sandbox, at its option, may respond by including fixes in maintenance releases.

b. If Digital Sandbox, in its discretion, requests written verification of an error or malfunction discovered by Customer, then Customer Administrator or Affiliated Governmental Entity Administrator(s) (defined in section 5 below), will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

c. Upon request, Customer must provide Digital Sandbox remote access to Customer's server to troubleshoot and/or rectify malfunctions of the Licensed Software.

5. Telephone and Email Support

Digital Sandbox will, during the hours of 8:30 a.m. to 5:30 p.m. Eastern Time Zone on weekdays (exclusive of holidays) make reasonable telephone support available to Customer Administrator(s) or to the named Administrator(s) of affiliated governmental entities identified in an Order Form attached to the Agreement, (each an "Affiliated Governmental Entity Administrator", collectively, the "Administrators"). In addition to telephone support and for periods when telephone support is not available, Digital Sandbox will provide a voice mail and email access to Administrator(s) that will be checked periodically. Additional support is also available on a time and materials basis.

6. Delivery

Digital Sandbox may use physical or electronic forms of delivery to provide Support Services. At its option, Digital Sandbox may email to Customer corrected Licensed Software or "patches," modifications error corrections, fixes, or releases to the Licensed Software. Digital Sandbox may also make deliveries on CD-ROM or magnetic media as Digital Sandbox deems appropriate.

7. Time and Materials

a. Where Customer is required to pay for additional time and materials, such charge will be billable to Customer at Digital Sandbox's then current hourly or per diem rates.

b. Custom applications developed for Customer will be supported only on time and materials basis. They are not subject to Error Correction Services as set forth above.

8. On-Site Services

Except as expressly stated in this Agreement with regard to installation of the Licensed Software, Support Services do not include on-site service at Customer's locations. Site visits arranged with Digital Sandbox are chargeable at Digital Sandbox's then current consulting terms and payment rates.

9. Additional Matters

a. Customer agrees to pay when due (or, if necessary, reimburse Digital Sandbox for) any applicable sales, use, property, excise, VAT, and other similar taxes due with regard to any services, and additional purchased license under this Agreement.

b. If Customer purchases a license from Digital Sandbox for additional software or Major Upgrades or other products, Digital Sandbox may, in the exercise of its reasonable discretion, increase the annual Support Services Annual Fee to cover the same. Such additional amount will be payable in advance. So that the Support Services Annual Fees will fall due at the same time, Digital Sandbox may charge, for the first period of such increase, the applicable additional Support Services Annual Fee for a portion of the year, and may pro rate the amount of the first payment accordingly.

10. Communications

Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact in accordance with the notification provisions of the Agreement.

Exhibit C

Hosted Services

This Hosted Services Exhibit adopts and incorporates by reference the terms and conditions of the Master License Agreement ("Agreement") between DIGITAL SANDBOX, INC. ("Digital Sandbox") and [CUSTOMER NAME] ("Customer") dated [Effective Date of the Agreement]. Capitalized terms not otherwise defined in this Exhibit B will have the meaning given such terms in the Agreement.

Provided Customer and Digital Sandbox agree that Digital Sandbox will host the Licensed Software licensed by Customer under the Agreement, this Exhibit C describes the Hosted Services Digital Sandbox will provide to Customer for an initial term of one-year, or to be synchronized with the term of the Support Services provided under Exhibit B, if different from one year, provided Customer has or will pay the agreed upon Support Services Fees and/or Hosted Services fees set forth in the applicable Order Form.

This Exhibit C is effective beginning on the Effective Date of the Agreement unless otherwise stated in an order form signed by the parties and will renew automatically for subsequent one-year periods unless either party notifies the other of its intention not to renew by providing the other party at least ninety (90) days written notice prior to the expiration of the then-current term. Capitalized terms not otherwise defined in this Exhibit C shall have the meaning given such terms in the Agreement.

1. **Hosted Services.** Digital Sandbox will provide Customer with the following Hosted Services to enable the Customer and its Registered Users to access and use the Licensed Software in accordance with the Agreement: (i) access to a web portal or the Portal with password protected access to Digital Sandbox's back end managed data center environment; (ii) servers and software that are configured to run the Licensed Software and any applicable deliverable resulting from the Analysis Services, (iii) networking equipment required in support Customer's rights set forth in Section 2 of the Agreement, (iv) bandwidth from the hosted site to the Internet, and (v) system management operations, including system monitoring and maintenance.

2. **Hosting Availability.** Digital Sandbox will ensure the Licensed Software is available to the Internet for use by the Customer and the Registered Users, as applicable, Monday through Sunday, 24 hours per day with the exception of the scheduled and emergency downtime periods. Scheduled downtime will be coordinated during off-hours of the normal workweek, and will last for a period no longer than 8 sequential hours under normal circumstances. Digital Sandbox will use reasonable commercial efforts to coordinate with Customer regarding the scheduling of any emergency maintenance. Digital Sandbox will use all reasonable efforts to ensure availability is 99.0% outside of the scheduled and emergency downtime periods. Upon request, reports documenting system availability will be provided monthly.

3. **Hosting Initiation Services.** Prior to the delivery of the Hosting Services, Digital Sandbox will be responsible for procuring and providing the required hardware and embedded third party software. Additionally, Digital Sandbox will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Digital Sandbox's management network, and assist Customer in establishing communications between the servers on the Digital Sandbox management network and Customer's network.

4. **Support.** Customer's Administrator(s), or, if applicable the Administrator(s) of an affiliated governmental entity identified in an Order Form(s) attached to the Agreement (each an "Affiliated Governmental Entity Administrator", collectively "Administrators") is responsible for all level one support of the Registered Users. The Administrators will attempt to answer all questions, which will include help with simple problems or general "how-to" questions, fielding telephone questions from Registered Users, initial troubleshooting and diagnostics, directing Registered Users to information found in any knowledgebase or the Documentation. The Administrators will gather and submit logs, traces, and any other requested documentation upon initial logging of case with Digital Sandbox level two support. If the question is more complex, the level one issue shall be passed on to the level two Digital Sandbox support technician. Level two questions may, for example, deal with advanced features and possible defects, failures or enhancements. Level one will not function as a pass through organization. Requests for assistance related to items found in standard Digital Sandbox documentation will be considered level one. Digital Sandbox expects all reasonable efforts to be exhausted in searching the knowledgebase or the Documentation prior to submitting an issue to Digital Sandbox level two support. Only Customer's Administrator(s) or Affiliated Governmental Entity Administrator(s) may contact Digital Sandbox' support personnel.

5. **Telephone Support.** Digital Sandbox will, during the hours of 8:30 a.m. to 5:30 p.m. Eastern Time Zone on weekdays (exclusive of holidays) make reasonable telephone support available to Customer's Administrator or Affiliated Governmental Entity Administrator(s). When Digital Sandbox's staff is unavailable, Digital Sandbox will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

6. **Service Level Agreements (SLA's)**

a. Digital Sandbox will assign a Severity Level to all defects identified within the Hosted Services by Customer's Administrator(s), Affiliated Governmental Entity Administrator(s) or Digital Sandbox and provide the respective response for the issue.

b. Digital Sandbox will communicate the Severity Level assignment and action plan for the defect based on the timeline below.

Severity Level	Type	Response
1	Issues related to the Licensed Software and/or Hosted Services that are of such criticality that an emergency fix is required. An issue is assigned this severity if one or more of the following conditions exist: <ul style="list-style-type: none"> • A critical component or program stops functioning, effectively halting the operation of the Licensed Software and/or Hosted Services. • There is no reasonable workaround. 	Priority commitment from Digital Sandbox to commence working on a solution within 5 Business Days.
2	Issues related to the Licensed Software and/or Hosted Services that significantly impacts the operations of the Customer, resulting in a significant loss of productivity and the need for a manual workaround.	Action Plan within 2 business days. Priority Commitment to commence working on a solution within 14 business days.
3	Issues related to the Licensed Software and/or Hosted Services that cause intermittent operational problems resulting in some lost productivity for the Customer and the need for manual workarounds.	Digital Sandbox will deliver a release in a future update or upgrade to its Hosted Services
4	Issues related to the Licensed Software and/or Hosted Services that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements.	Time and resources permitting Digital Sandbox will deliver a solution in a future Patch or Version.

7. **Defect Correction Services**

a. For defects identified in its Hosting environment, Digital Sandbox will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material defect (including, without limitation, bugs or viruses in the software) in the Licensed Software in accordance with the response times and severity levels in Section 6 above. Digital Sandbox, at its option, may respond by including fixes in maintenance releases.

b. If Digital Sandbox, in its discretion, requests written verification of an error or malfunction discovered by the Customer Administrator or Affiliated Governmental Entity Administrator, if any, then Customer Administrator or Affiliated Governmental Entity Administrator will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

8. **Hosting Environment.** Digital Sandbox's Hosting environment consists of the following elements: (i) an IIS web server with authentication provided through the use of digital certificates, (ii) a dual hardware firewall architecture to create a "demilitarized zone" ("DMZ"), and (iii) a dedicated client network environment comprised of the Licensed Software, web server, database and reporting servers. Only required/authorized applications will be installed within the dedicated client network environment and on the servers employed to host the Licensed Software on Customer's behalf. If the Order Form indicates a dedicated server will be used for Customer, access to such dedicated servers will be limited to those Registered Users with a need for access and Digital Sandbox employees providing technical services to Customer or Registered Users.

9. Acceptable Use Policy. In consideration of providing access to Digital Sandbox's Hosting Services, Customer agrees to strictly comply with, and cause each of its Registered Users to comply with Digital Sandbox's then-current Acceptable Use Policy. If, in the process of using the Licensed Software, Customer or any Registered User uploads, records or otherwise transmits any content to a Digital Sandbox Web server, including the Customer Data, any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips (the "Content"), then Customer represents and warrants to Digital Sandbox that Customer: is the owner or authorized user of the Content; is solely responsible for the Content; no Content is subject to any rule, regulation or policy that imposes additional handling or confidentiality obligations on such Content or has been assigned a designation designed to protect the handling and disclosure of such Content that is higher than "for official use only", including without limitation, "confidential," "secret," "top secret," "top secret secured compartmented information," or any other similar type of designation or would be deemed to be protected critical infrastructure information ("PCII") or any information that would be subject to the requirements of the Critical Infrastructure Information Act of 2002, as amended. Customer acknowledges and agrees that Digital Sandbox neither controls nor guarantees the accuracy, integrity, or quality of the Content. Customer will not use the Licensed Software to upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because Customer and its Registered Users will be in control of the Content displayed online as a part of use of the Licensed Software or Analysis Service, Customer understands that by using the Licensed Software or Hosted Services that Registered Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will Digital Sandbox be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any Registered User. Upon termination of this Agreement, Customer agrees that any Content posted to the Portal will not be returned to Customer and will be removed from the Portal. Should Customer or a Registered User submit technical support questions or comments to Digital Sandbox, then Customer agrees that Digital Sandbox may edit and post those questions or comments with the response, (without revealing personal information), on Digital Sandbox's Customer support Web site and that all such questions or comments shall remain Digital Sandbox's property. Customer further agrees that Customer will not use the Licensed Software or Hosted Services to send unsolicited mass email ("Spam") outside of Customer's company or organization and will abide by any anti-spam or mass email rules, regulations and laws pertaining thereto.

10. Network Security. Digital Sandbox will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption supporting 512-bit digital certificates with 128-bit data encryption for all browsers, (iii) a password protected application, (iv) a DMZ implementation, (v) network security provided by trained firewall support staff only, (vi) regular reviews of web server logs for unauthorized attempted access, and (vii) regular review of domain security logs.

11. Hosting Administration. Digital Sandbox will provide the following Hosting Support to ensure the maintenance and administration of the Licensed Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest IIS and OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

12. System Back-Up. Digital Sandbox will provide the following back-up services to ensure data protection and recovery: (i) data backups using commercially available software, (ii) a full image of the servers taken weekly, (iii) incremental image of the servers taken 6 days per week, (iv) the most recent full image and up to one week of incremental images stored on site.

13. Communications. Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact in accordance with the notification provisions of the Agreement.

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS. N/A

Name of Business:	DIGITAL SANDBOX, INC.	
Physical Address:	8251 GREENSBORO DR. SUITE 1111	
City, State, Zip Code:	MCLEAN, VA 22102	
Phone Number:	(571) 297-3888	
Email Address:	N/A	
Is Business headquartered within the incorporated San Antonio city limits?	Yes	<input checked="" type="radio"/> No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Local Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Local Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

ALAN C. SHARP

(Print Name) Authorized Representative of Respondent

Alan C. Sharp

(Signature) Authorized Representative of Respondent

VICE PRESIDENT, OPERATIONS

Title

MARCH 4, 2016

Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity.

DIGITAL SANDBOX, INC.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

N/A

7 Alan C. Sharp
Signature of vendor doing business with the governmental entity

MARCH 4, 2016
Date



CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A
For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for EACH solicitation submitted, and are required to be submitted together.

1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.

N/A

2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.

Digital Sandbox, Inc.

2a Business Contact information for Company listed above.

Business Address: 8251 Greensboro Dr. Suite 1111 McLean, VA 22102

Phone: (571) 297-3800

Email:

3 Bid Name or Description of Service

RFO #6100007242: DS7 Maintenance & Support with Watchboard Module for Emergency Operations Center

4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).

N/A

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

Mailing Address: **Office of the City Clerk**
P.O.Box 839966
San Antonio, TX 78283-3966

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

**City of San Antonio
Veteran-Owned Small Business Program Tracking Form**

SOLICITATION NAME/NUMBER: RFO # ~~610000~~ 7242 / DS7 MAINTENANCE & SUPPORT WITH WATCH BOARD MODULE FOR EMERGENCY OPERATIONS CENTER

Name of Respondent:	DIGITAL SANDBOX, INC.	
Physical Address:	8251 GREENSBORO DR. SUITE 1111	
City, State, Zip Code:	MCLEAN, VA 22102	
Phone Number:	(571) 297-3840	
Email Address:	N/A	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.	N/A	
Participation Dollar Amount	N/A	

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:	N/A	
Physical Address:	N/A	
City, State, Zip Code:	N/A	
Phone Number:	N/A	
Email Address:	N/A	
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the SBA Certification #	N/A	
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.	N/A	
Participation Dollar Amount	N/A	

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

ALAN C. SHARP
(Print Name) Authorized Representative of Bidder/Respondent

Alan C. Sharp
(Signature) Authorized Representative of Bidder/Respondent

VICE PRESIDENT, OPERATIONS
Title

MARCH 4, 2016
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Digital Sandbox, Inc., a wholly owned subsidiary of Haystax Technoloy, Inc.
McLean, VA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio Purchasing and General Services Department

DRAFT

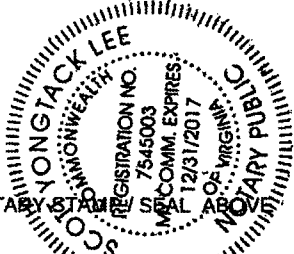
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

RFO No. 6100007242
DS7 Maintenance & Support with Watchboard module for Emergency Operations Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Alan C. Staer
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said ALAN STAER, this the 4 day of MARCH, 2016, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
SCOTT LEE Printed name of officer administering oath
NOTARY PUBLIC Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Digital Sandbox, Inc., a wholly owned subsidiary of Haystax Technology, Inc.
McLean, VA United States

Certificate Number:
2016-21987

Date Filed:
03/04/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of San Antonio Purchasing and General Services Department

Date Acknowledged:

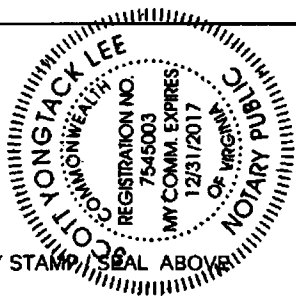
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
RFO No. 6100007242
DS7 Maintenance & Support with Watchboard module for Emergency Operations Center

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Haystax Technology, Inc.	McLean, VA United States	X	
The Edgewater Funds	Chicago, IL United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Alan C Sharp

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said ALAN SHARP, this the 4 day of MARCH, 2016, to certify which, witness my hand and seal of office.

Scott Lee
Signature of officer administering oath

SCOTT LEE
Printed name of officer administering oath

NOTARY PUBLIC
Title of officer administering oath