

**CONTRACTOR TERMS FOR
3COM**

**APPENDIX B
Information for Ordering Activities**

APPENDIX A

Information for Ordering Activities

**ORDERING ADDRESS AND PAYMENT
INFORMATION**

TECHNICAL AND/OR ORDERING ASSISTANCE

Ordering Address

EC America, Inc.
203 Perry Parkway, Suite 6
Gaithersburg, MD 20877

Or as directed

EC America, Inc.
C/O Authorized Government Reseller

Payment Address

EC America, Inc.

Or if applicable

EC America, Inc.
C/O Authorized Government Reseller

Mercantile Potomac Bank
702 Russell Avenue
Gaithersburg, MD 20877
Account Number:(As specified on the order
or invoice)
ABA Routing Number.....055001384

Authorized Government Resellers

See www.ecamerica.com/federalcontracts.htm for a current list of all Authorized Government Resellers by Manufacturer.

Ordering and Technical Assistance

The telephone number(s) that can be used by ordering activities to obtain technical and/or ordering assistance information by Manufacturer, and by Authorized Government Reseller is located at www.ecamerica.com/federalcontracts.htm

See www.ecamerica.com/federalcontracts.htm for a current list of all Authorized Government Resellers by Manufacturer.

DELIVERY SCHEDULE INFORMATION

Time of delivery by SIN are set forth below. Delivery/ARO means the normal delivery time upon receipt of order. Ordering activities are encouraged to contact the Contractor's Authorized Government Reseller(s) for quicker delivery times than those indicated under "Delivery/ARO" if "available" is so indicated. Based on the availability of product inventory, delivery times can be as negotiated between the ordering activity and the Contractor's Authorized Government Reseller.

Product Line All

SIN..... 132-8 and 132-33

Delivery/ARO..... 30 Days

Expedited Delivery..... Available

Overnight/2 Day Delivery..... Available

**APPENDIX C
SIN 132-8**

EQUIPMENT WARRANTY INFORMATION

1. WARRANTY:

- a. The Contractor provides a warranty period for each product offered. Warranty period by product is identified in the 3Com Pricelist. Please see key below for descriptions of warranty identifiers.

Warranty Descriptors

P=90 Days Limited - Return to factory for free repair.
Q=1 Year Limited - Return to factory for free repair.
U=3 Years Limited - Return to factory for free repair.
Z=Lifetime Limited - Return to factory for free repair.
Z1=Lifetime Limited - Return to factory for free repair, includes power supply and fan.

- b. All parts replaced during the guarantee period shall become the property of Contractor.
- c. Inspection and repair of defective equipment under this guarantee will be performed only at Contractor's authorized service facility/plant at:

3Com Corporation
Attn: RMA #
500 Industrial Drive
Richardson, TX 75081

and defective equipment will normally be repaired or replaced within thirty (30) days after receipt.

- d. Product returned to the authorized service facility must first be assigned a Return Materials Authorization (RMA) number. The RMA number must appear clearly on the outside of the shipping container. Product shipped to the

authorized service facility without an RMA number will be returned to sender unopened. To obtain an RMA number, call 1-800-876-3COM, option 2.

When equipment is returned to the Contractor's authorized service facility for repairs, the ordering activity shall be responsible for any loss or damage to equipment being returned by the ordering activity for repair to the Contractor's authorized service facility. Contractor shall only be responsible for any loss or damage while the equipment is at the Contractor's authorized service facility and until it is returned to the ordering activity's location.

APPENDIX D

SIN 132-12

MAINTENANCE INFORMATION

1. GUARDIAN SERVICE:

Guardian Service entitles Customer to technical support for an unlimited number of incidents; on-site support, advance hardware replacement, and Software Upgrades for those Products and to those sites identified in the Order. Service will be provided during the contracted hours of coverage. Any delivery of hardware or an on-site engineer will be per the service level ordered.

- a. **TECHNICAL SUPPORT.** Technical Support will be available via access to a technical support web site and via telephone. If telephone support is requested, and a technical engineer is not immediately available, a callback response will be provided within one (1) hour of Customer's initial request.

Technical Support will include assistance in the use of the Products, as well as problem identification and resolution, including workarounds, when possible. Assistance may also include logging into Customer's system via modem for diagnosis of problems, if such access is made available.

For Voice Products, limited assistance in resolving problems shall be provided that are related to Customer's telecommunication providers. Such assistance shall consist of limited troubleshooting of 3Com Products, including testing of connections as necessary for problem identification, but does not include problem resolution on non-3Com products.

- b. **ADVANCE HARDWARE REPLACEMENT.** Advance Hardware Replacement ensures that a replacement for a defective hardware Product or part will be shipped to the Customer before requiring the Customer to return the defective Product or part. Product or part will be shipped to arrive at Customer's site the next business day after dispatch. However, any requests for replacement Product received in North America after 5:00 PM Eastern time may ship the following business day for second day delivery. Any requests for replacement Product in Asia Pacific or Europe received after 4:00 PM local time may ship the following business day for second day delivery. 3Com will provide a Return Material Authorization number (RMA) to allow the return of the defective Product or part. All delivery costs are borne by Contractor.

The defective Product or part must be returned to Contractor's authorized service facility within fifteen (15)

days of receipt of the replacement product; all shipping costs are borne by Customer. In the event the defective Product or part is not returned within fifteen (15) days, or is returned in an unacceptable condition, Customer agrees to pay for the Product or part. Failure to pay the price or return the defective Product or part promptly will result in the suspension of Services.

Any single request for a single shipment of five (5) or more units of the same type, may be subject to delays.

- c. **ON-SITE ENGINEER.** When a problem cannot be resolved by utilizing technical support, an engineer will be dispatched to arrive on-site pursuant to the Service level purchased by Customer.

Contractor shall comply with all Customers or Government imposed security requirements while on Customer premises. However, Contractor shall not be responsible for delays in performing Services due to Customer's failure to provide access to Customer's facilities or due to such security requirements.

- d. **SOFTWARE UPGRADES.** Customer is entitled to access Software Upgrades (including related documentation) that are made available for the Products during the term of this Agreement; however, Contractor does not guarantee the frequency or quantity of such Software Upgrades. Software Upgrades are defined as formal software releases that may include new features and functionality, and that are not considered a new product or a chargeable upgrade by 3Com, for which there will be a separate cost. For 3Com voice products, the service includes minor releases that have a separate part number but does not include major voice software releases. As an example, a Major Release is a change from 1.0 to 2.0 and a Minor Release is a change from 1.1 to 1.2.

Any software provided hereunder will be governed by the license agreement accompanying the original Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media.

A Software Upgrade may be issued that also requires a hardware upgrade in order to utilize new functionality of the software. Any such hardware upgrade is not covered. Customer may purchase the hardware upgrade at the price set forth in the Pricelist.

A Software Upgrade may be issued that requires a key code. Such key code is available from 3Com within forty-eight hours of any such request.

Software Upgrades for Network Management applications, Advanced Features and those requiring specific software license keys are not included as part of this Service.

2. EXPRESS SERVICE:

Express Service entitles Customer to technical support for an unlimited number of incidents; advance hardware replacement and Software Upgrades for those Products and to those sites identified in the Order. Service will be provided during the contracted hours of coverage. Any delivery of hardware will be per the service level ordered.

- a. **TECHNICAL SUPPORT.** Technical Support will be available via access to a technical support web site and

via telephone. If telephone support is requested, and a technical engineer is not immediately available, a callback response will be provided within one (1) hour of Customer's initial request.

Technical Support will include assistance in the use of the Products, as well as problem identification and resolution, including workarounds, when possible. Assistance may also include logging into Customer's system via modem for diagnosis of problems, if such access is made available.

For NBX Products, limited assistance shall be provided in resolving problems that are related to Customer's telecommunication providers. Such assistance shall consist of limited troubleshooting of 3Com Products, including testing of connections as necessary for problem identification, but does not include problem resolution on non-3Com products.

- b. **ADVANCE HARDWARE REPLACEMENT.** Advance Hardware Replacement ensures that a replacement for a defective hardware Product or part will be shipped to the Customer before requiring the Customer to return the defective Product or part. Product or part will be shipped to arrive at Customer's site the next business day after dispatch. However, any requests for replacement Product received in North America after 4:00 PM Eastern time may ship the following business day for second day delivery. Any requests for replacement Product in Asia Pacific or Europe received after 4:00 PM local time may ship the following business day for second day delivery. A Return Material Authorization number (RMA) will be provided to allow the return of the defective Product or part. All delivery costs are borne by Contractor.

The defective Product or part must be returned to Contractor's authorized service facility within fifteen (15) days of receipt of the replacement product; all shipping costs are borne by Customer. In the event the defective Product or part is not returned within fifteen (15) days, or is returned in an unacceptable condition, Customer agrees to pay the price per Product or part as stated in the Pricelist. Failure to pay the price or return the defective Product or part promptly will result in the suspension of Services.

Any single request for a single shipment of five (5) or more units of the same type may be subject to delays.

- c. **SOFTWARE UPGRADES.** Customer is entitled to access Software Upgrades (including related documentation) that are made available for the Products during the term of this Agreement; however, Contractor does not guarantee the frequency or quantity of such Software Upgrades. Software Upgrades are defined as formal software releases that may include new features and functionality, and that are not considered a new product or a chargeable upgrade by 3Com, for which there will be a separate cost. For 3Com voice products, the service includes minor releases that have a separate part number but does not include major voice software releases. As an example, a Major Release is a change from 1.0 to 2.0 and a Minor Release is a change from 1.1 to 1.2.

Any software provided hereunder will be governed by the license agreement accompanying the original Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media.

A Software Upgrade may be issued that also requires a hardware upgrade in order to utilize new functionality of the software. Any such hardware upgrade is not covered. Customer may purchase the hardware upgrade at the price set forth in the Pricelist.

A Software Upgrade may be issued that requires a key code. Such key code is available from 3Com within forty-eight hours of any such request.

Software Upgrades for Network Management applications, Advanced Features and those requiring specific software license keys are not included as part of this Service.

3. **TIPPING POINT EXPRESS SERVICE:**

TippingPoint "Express" Service provides technical support for an unlimited number of incidents, Advance Hardware Replacement, and Software Upgrades and Digital Vaccine® filter updates for those TippingPoint Products and to Site Locations listed in the Purchase Order. This TippingPoint "Express" Service includes telephone and e-mail support, 24x7x365. "Site Location" means the location to which Contractor will deliver any Service.

- a. **ADVANCE HARDWARE REPLACEMENT.** Advance Hardware Replacement ensures that a replacement for a defective hardware TippingPoint Product or part will be shipped to the Site Location before requiring the return of the defective TippingPoint Product or part to Contractor's authorized service facility. Product or part will be placed in shipment the next business day after dispatch or as defined on the Purchase Order. However, for next business day shipment, any requests for replacement TippingPoint Product after 3:00 PM local time may ship the following business day. Availability and delivery time of Advance Hardware Replacement may vary by geography and be dependent on international export and customs delays. A Return Material Authorization number (RMA) will be provided to allow the return of the defective TippingPoint Product or part. All defective TippingPoint Products or parts must be returned to 3Com within 15 days of receipt of the replacement TippingPoint Product or parts; all return shipping costs are borne by Customer. In the event the defective TippingPoint Product or part is not returned within 15 days of the receipt of the replacement TippingPoint Product or part, is returned in unacceptable condition, or is found to be counterfeit (not genuine) TippingPoint Product, Customer shall pay the price per TippingPoint Product as stated in the Pricelist. Failure to pay the net price or return the defective TippingPoint Product or part within the 15 days may also result in the suspension of TippingPoint Services for the applicable End User.
- b. **SOFTWARE UPGRADES.** Customers are entitled to access software upgrades (including related Customer documentation) that are made generally available to customers who have contracted and paid for maintenance services for the TippingPoint Products during the term of the applicable purchase order; however, Contractor does not guarantee the frequency or quantity of such software updates. Any software provided hereunder will be governed by the license agreement accompanying the original TippingPoint Product purchased by the Customer.
- c. **DIGITAL VACCINE® SERVICE.** TippingPoint shall provide Customers with Digital Vaccine Signature Set Updates as they become generally available. "Digital Vaccine Signature Set Updates" means any software release, patch, fix or update to the Digital Vaccine

signatures or any new Digital Vaccine filters written, in any case made generally available to customers who have contracted and paid for Digital Vaccine service.

- d. **TECHNICAL SUPPORT.** Technical Support will be available 7 days a week, 24 hours a day, 365 days a year during the maintenance and support period. Technical Support will include assistance in the use of the TippingPoint Products, as well as problem identification and resolution, including workarounds, when possible. Assistance may also include logging into Customer's systems remotely for diagnosis of problems, if such access is made available.

4. SERVICE EXCLUSIONS:

- a. Any services outside the scope of this Agreement, including, but not limited to customization or installation of Products. Such additional services may be furnished on a time and materials basis outside the scope of this contract, subject to availability of service personnel.
- b. Any misuse or negligent use of a Product or part, including replacement of parts or repair of damage, any use other than its intended use, or use outside the environmental range specified by 3Com.
- c. Any services to the Product resulting from unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, improper input/output signals to 3Com's connections or Customer's other software not previously approved by 3Com, accident, fire, explosion or Act of God.
- d. Any third party products or software unless specifically identified by written amendment to this Agreement.
- e. For Voice Products, 3Com shall provide limited assistance in resolving problems that are related to Customer's telecommunication providers. Such assistance shall consist of limited troubleshooting of 3Com Products, including testing of connections as necessary for problem identification, but does not include problem resolution on non-3Com products.
- f. Any request for a single shipment of five (5) or more units of the same type, may be subject to delays.
- g. All service options may not be available in all locations and may be restricted in some countries due to export or other regulations. Where export restrictions occur, software will not be supplied. All service options may not be available in all locations and may be restricted in some countries due to export or import regulations. Where import or export restrictions apply, upgrades may not be supplied nor Product shipped prior to obtaining the required government approvals. Contractor shall not be held responsible for delays in performing services when delivery of said services requires, and is pending, prior government authorization.

5. ELIGIBILITY FOR SUPPORT:

- a. Contractor requires that each unit of the same Product located at Customer's site be covered by the same level of Service and must include the chassis and all associated cards.
- b. The Product must contain the most current, or immediately preceding version of 3Com software and/or firmware and be installed and maintained in accordance with the specifications set forth in the manual furnished with the Product.
- c. For VCX products, all media gateways must be covered at the same level of Service as the server.

APPENDIX E

SINs 132-33 & 132-34

SOFTWARE AND SOFTWARE MAINTENANCE INFORMATION

1. WARRANTY:

- a. Contractor warrants for a period of ninety (90) days from the date of shipment that the Software will perform substantially in accordance with the Documentation provided with the Software. Contractor does not warrant that the operation of the Software will be uninterrupted or error free. This limited warranty is void if failure of the Software is due to accident, abuse or misapplication.

3Com products may include or be bundled with third party software. These warranty provisions do not apply to such third party software.

- b. **REMEDIES.** If the Software fails to perform as warranted above, the ordering activity's remedy against Contractor and its suppliers shall be repair or replacement of the Software or the media upon which it is recorded. If Contractor is unable to repair or replace the Software within a reasonable period of time, the ordering activity's alternate remedy is a refund of the price paid for the Software upon return of the Software and all copies thereof.

2. SOFTWARE UPGRADE SERVICE:

Software Upgrades Service entitles Customer Software Upgrades for those Products and to those sites identified in the Order.

- a. Software Upgrades are defined as formal software releases that include new features and functionality, and that are not considered a new product or a chargeable upgrade by 3Com, for which there will be a separate cost. For 3Com voice products, the service includes minor releases that have a separate part number but does not include major voice software releases. As an example, a Major Release is a change from 1.0 to 2.0 and a Minor Release is a change from 1.1 to 1.2.
- b. **TECHNICAL SUPPORT.** Technical Support will be available via access to a technical support web site and via telephone. If telephone support is requested, and a

technical engineer is not immediately available, a callback response will be provided within one (1) hour of Customer's initial request.

Technical Support will include assistance in the use of the Products, as well as problem identification and resolution, including workarounds, when possible. Assistance may also include logging into Customer's system via modem for diagnosis of problems, if such access is made available.

For NBX Products, limited assistance shall be provided in resolving problems that are related to Customer's telecommunication providers. Such assistance shall consist of limited troubleshooting of 3Com Products, including testing of connections as necessary for problem identification, but does not include problem resolution on non-3Com products.

- c. **SOFTWARE UPGRADES.** Customer is entitled to access Software Upgrades (including related documentation) that are made available for the Products during the term of this Agreement; however; Contractor does not guarantee the frequency or quantity of such Software Upgrades.

Any software provided hereunder will be governed by the license agreement for the Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media.

A Software Upgrade may be issued that also requires a hardware upgrade in order to utilize new functionality of the software. Any such hardware upgrade is not covered. Customer may purchase the hardware upgrade at the price set forth in the Pricelist.

A Software Upgrade may be issued that requires a key code. Such key code is available from 3Com within forty-eight hours of any such request.

Software Upgrades for Network Management applications, Advanced Features and those requiring specific software licenses keys are not included as part of this Service.

This Service does not entitle Customer to telephone or email technical support.

3. SOFTWARE APPLICATION SUPPORT:

Software Application Support entitles Customer to technical support for an unlimited number of incidents and Software Upgrades for those Products and to those sites identified in the Order. Service will be provided seven days a week, 24 hours a day.

- a. Software Upgrades are defined as formal software releases that include new features and functionality, and that are not considered a new product or a chargeable upgrade by 3Com, for which there will be a separate cost. For 3Com voice products, the service includes minor releases that have a separate part number but does not include major voice software releases. As an example, a Major Release is a change from 1.0 to 2.0 and a Minor Release is a change from 1.1 to 1.2.
- b. **SOFTWARE UPGRADES.** Customer is entitled to access Software Upgrades (including related documentation) that are made available for the Products during the term of this Agreement; however; Contractor does not guarantee the frequency or quantity of such Software Upgrades.

Any software provided hereunder will be governed by the license agreement accompanying the original Product purchased by Customer. Customer has the right to duplicate both the software and documentation for its own internal use, provided that all copyright, trademark, and other proprietary rights notices are also reproduced in the same form and manner as on the original media.

A Software Upgrade may be issued that also requires a hardware upgrade in order to utilize new functionality of the software. Any such hardware upgrade is not covered. Customer may purchase the hardware upgrade at the price set forth in the Pricelist.

A Software Upgrade may be issued that requires a key code. Such key code is available from 3Com within forty-eight hours of any such request.

Software Upgrades for Network Management applications, Advanced Features and those requiring specific software licenses keys are not included as part of this Service.

This Service does not entitle Customer to telephone or email technical support.

4. GRANT OF LICENSE:

- a. **LICENSE.** Licensor or its licensors grants the ordering activity a nonexclusive, nontransferable license to use the software program(s) in executable form (the "Software") and accompanying documentation (the "Documentation"). The ordering activity is not permitted to lease, rent, distribute or sublicense the Software or Documentation or to use the Software or Documentation in a time-sharing arrangement or in any other unauthorized manner. No license is granted to the ordering activity in the human readable code of the Software (source code). Except as provided below, this contract does not grant the ordering activity any rights to patents, copyrights, trade secrets, trademarks, or any other rights with respect to the Software or Documentation, including third party software bundled or included with 3Com software.
- b. The license grant applies solely to 3Com software. Separate license terms may apply to third party software and is included with the product if applicable.
- c. The Software is licensed to be used on either one (1) workstation, multiple workstations, one (1) network server, or 3Com product for which the license is purchased for equipment that is owned by or leased by the ordering activity, for internal use, provided that the Software is used only in connection with a 3Com product.