

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
22707 04

PAGE 1 OF 4	ORDER DATE 06/27/08
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

THE CONTRACT PERIOD IS DECEMBER 28, 2006 THROUGH JUNE 30, 2010.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1683Z1

Contract to supply and deliver a STATEWIDE SYNCHRONOUS VIDEOCONFERENCING EVENT CLEARINGHOUSE AND SCHEDULING CONTROL SYSTEM for a three (3) year period December 28, 2006 through June 30, 2010, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Amendments with the latest dated Amendment having the highest priority;
2. Contract Award;
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6. the Contractor's Proposal.

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ADDRESS: 1314 Douglas Street, 3rd Floor, Omaha, NE 68102
PHONE & FAX: 402-422-6920
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EMAIL: robert.sistek@qwest.com

AMENDMENT ONE (1) -- Changed unit costs on lines 46 & 57. Amendment also includes the following: 1) Total maintenance on the software quoted in RFP 1683Z1 for up to 300 (100 x 3 years) video conferencing devices shall not exceed the revised amounts listed above through Year 3 of the project. The individual amounts listed for ramp up, Year 1, Year 2, and Year 3 represent the total cost for maintenance on up to 300 (100 x 3 years) licenses through Year 3 of the project. 2) Any additional software (beyond the initial Year 3 of the project) purchased during the ramp up, and Years 1 through 3 of the project will have an annual software purchase price for each year and every year that the licenses are in use. 3) At the end of Year 3, the total maintenance for Years 4 through 8 will be determined based on the total licenses purchased and continued in


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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
will be calculated by adding the annual cost for the first 300 licenses (\$50,725) plus 13% of the software in excess of 300. There will be no percentage increase in the cost of maintenance per license in Years 1 through 8. (2/15/07)					

AMENDMENT TWO (2) -- Changed "Quantity" and "Unit Price" on lines 20 - 22. Changed "Unit Price" on lines 50 - 52 and 61 - 63. (2/23/07 gb)

AMENDMENT THREE (3) -- Added the verbiage "QlinkQH323VSX-X3 denotes three (3) codecs" to lines 20, 50 and 61. (3/13/07 gb)

AMENDMENT FOUR (4) - Added lines 64-67. (06/24/08 lq)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
64	FY2006-07 Ramp Up	1	EA	81,504.0000	81,504.00

PO due by July 15, 2008

Qwest/Renovo will provide the following for all entities listed in Appendix C of RFP 1683Z1 involved with the Ramp-up.

- RS-Admin-PKG - Administration Package
- RS-Sched-PKG - Scheduling Package
- RS-Clear-PKG - Clearinghouse Package
- RS-Auto-PKG - Automation Package
- RS-Admin-10 - 10 Administrative Licenses
- RS-UNL - Unlimited Room Licensing
- RE-WEB-UL - Unlimited web user licenses
- RS-CODEC1 - CODEC licensing will be unlimited
- RS-Install
- Level 1 Maintenance (This Technology Refreshment Clause supersedes the contract language for maintenance in contract 22707(O4))

- Scheduling Training per Qwest/Renovo response to RFP 1683Z1
- Administration Training per Qwest/Renovo response to RFP 1683Z1
- Consultation per the Qwest/Renovo response to RFP 1683Z1
- Scheduling Certification Training per the Qwest/Renovo response to RFP1683Z1
- Control of Motion JPEG Network until such time those networks migrate to a new technology
- CODEC multi-point capability for Lifesize and Polycom CODECS
- Development to BNI CODECS to be delivered by September 30, 2008 provided Renovo is provided with API/MIB's and CODEC's for testing.

- Development to the "Must Have" and "Want to Have" items in the Renovo Scope of Work document CR001 for the DEC.

65	FY2007-08	1	EA	342,000.0000	342,000.00
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PO due by July 15, 2008

Qwest/Renovo will provide the following for all entities listed in Appendix C of RFP 1683Z1 involved with Phase 1.

- RS-Admin-PKG - Administration Package
- RS-Sched-PKG - Scheduling Package
- RS-Clear-PKG - Clearinghouse Package
- RS-Auto-PKG - Automation Package


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 22707 O4

PAGE 3 OF 4	ORDER DATE 06/27/08
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
66	RS-Admin-10 - 10 Administrative Licenses RS-UNL - Unlimited Room Licensing RE-WEB-UL - Unlimited web user licenses RS-CODEC1 - CODEC licensing will be unlimited RS-Install Level 1 Maintenance (This Technology Refreshment Clause supersedes the contract language for maintenance in contract 22707(O4) Scheduling Training per Qwest/Renovo response to RFP 1683Z1 Administration Training per Qwest/Renovo response to RFP 1683Z1 Consultation per the Qwest/Renovo response to RFP 1683Z1 Scheduling Certification Training per the Qwest/Renovo response to RFP1683Z1 Control of Motion JPEG Network until such time those networks migrate to a new technology CODEC multi-point capability for Lifesize and Polycom CODECS Development to BNI CODECS to be delivered by September 30, 2008 provided Renovo is provided with API/MIB's and CODEC's for testing. Development to the "Must Have" and "Want to Have" items in the Renovo Scope of Work document CR001 for the DEC.	4	EA	275,500.0000	275,500.00

PO due by August 1, 2008

Payment Schedule to be 30% August 1, 2008; 30% September 1, 2008; 30% January 1, 2009; and 10% May 1, 2009

Qwest/Renovo will provide the following for all entities listed in Appendix C of RFP 1683Z1 involved with Phase 2.

RS-Admin-PKG - Administration Package
 RS-Sched-PKG - Scheduling Package
 RS-Clear-PKG - Clearinghouse Package
 RS-Auto-PKG - Automation Package
 RS-Admin-10 - 10 Administrative Licenses
 RS-UNL - Unlimited Room Licensing
 RE-WEB-UL - Unlimited web user licenses
 RS-CODEC1 - CODEC licensing will be unlimited
 RS-Install

Level 1 Maintenance (This Technology Refreshment Clause supersedes the contract language for maintenance in contract 22707(O4))

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 Administration Training per Qwest/Renovo response to RFP 1683Z1
 Consultation per the Qwest/Renovo response to RFP 1683Z1
 Scheduling Certification Training per the Qwest/Renovo response to RFP1683Z1
 Control of Motion JPEG Network until such time those networks migrate to a new technology
 CODEC multi-point capability for Lifesize and Polycom CODECS
 Development to BNI CODECS to be delivered by September 30, 2008 provided Renovo is provided with API/MIB's and CODEC's for testing.

Development to the "Must Have" and "Want to Have" items in the Renovo Scope of Work document CR001 for the DEC.

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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
67	FY2009-10	1	EA	112,700.0000	112,700.00

PO due by August 1, 2009

Qwest/Renovo will provide the following for all entities listed in Appendix C of RFP 1683Z1.

RS-Admin-PKG - Administration Package
RS-Sched-PKG - Scheduling Package
RS-Clear-PKG - Clearinghouse Package
RS-Auto-PKG - Automation Package
RS-Admin-10 - 10 Administrative Licenses
RS-UNL - Unlimited Room Licensing
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RS-Install

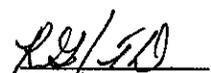
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Total Order

811,704.00


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PAGE 1 OF 3	ORDER DATE 12/28/06
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VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

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AMENDMENT ONE (1) - Changed unit costs on lines 46 & 57. Amendment also includes the following: 1) Total maintenance on the software quoted in RFP 1683Z1 for up to 300 (100 x 3 years) video conferencing devices shall not exceed the revised amounts listed above through Year 3 of the project. The individual amounts listed for ramp up, Year 1, Year 2, and Year 3 represent the total cost for maintenance on up to 300 (100 x 3 years) licenses through Year 3 of the project. 2) Any additional software (beyond the initial 300 licenses through Year 3 of the project) purchased during the ramp up, and Years 1 through 3 of the project will have an annual maintenance of 13% of the software purchase price for each year and every year that the licenses are in use. 3) At the end of Year 3, the total annual cost of maintenance for Years 4 through 8 will be determined based on the total licenses purchased and continued in use. The total annual cost will be calculated by adding the annual cost for the first 300 licenses (\$50,725) plus 13% of the software purchase price for all licenses


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in excess of 300. There will be no percentage increase in the cost of maintenance per license in Years 1 through 8. (2/15/07 gb)					

AMENDMENT TWO (2) -- Changed "Quantity" and "Unit Price" on lines 20 - 22. Changed "Unit Price" on lines 50 - 52 and 61 - 63. (2/23/07 gb)

AMENDMENT THREE (3) -- Added the verbiage "QlinkQH323VSX-X3 denotes three (3) codecs" to lines 20, 50 and 61. (3/13/07 gb)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
20	RS-QlinkQH323VSX-X3 (Cytek Drivers) 30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES QlinkQH323VSX-X3 denotes three (3) codecs.	100	EA	1,710.0000	171,000.00
50	RS-QlinkQH323VSX-X3 (Cytek Drivers) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES QlinkQH323VSX-X3 denotes three (3) codecs.	95	EA	1,710.0000	162,450.00
61	RS-QlinkQH323VSX-X3 (Cytek Drivers) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES QlinkQH323VSX-X3 denotes three (3) codecs.	95	EA	1,710.0000	162,450.00
Total Order					495,900.00

BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
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in excess of 300. There will be no percentage increase in the cost of maintenance per license in Years 1 through 8. (2/15/07 gb)

AMENDMENT TWO (2) - Changed "Quantity" and "Unit Price" on lines 20 - 22. Changed "Unit Price" on lines 50 - 52 and 61 - 63. (2/23/07 gb)

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
20	RS-QlinkQH323VSX-X3 (Cytex Drivers)	100	EA	1,710.0000	171,000.00

30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08

E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

21	Install for additional codecs (18% x software)	100	EA	307.8000	30,780.00
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30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08

E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

22	Maintenance for add'l codecs (13% x software)	100	EA	222.3000	22,230.00
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30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08

E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

50	RS-QlinkQH323VSX-X3 (Cytex Drivers)	95	EA	1,710.0000	162,450.00
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30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09

E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

51	Install for additional codecs (18% x software)	95	EA	307.8000	29,241.00
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30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09

E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009

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Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
52	Maintenance for add'l codecs (13% x software)	95	EA	222.3000	21,118.50

30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09

E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

(Based upon 95 additional codecs and device drivers. Actual amount may vary based upon actual number and type of codecs ordered on or about March 1, 2009.)

61	RS-QlinkQH323VSX-X3 (Cytek Drivers)	95	EA	1,710.0000	162,450.00
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30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10

E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

62	Install for additional codecs (18% x software)	95	EA	307.8000	29,241.00
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30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10

E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

63	Maintenance for add'l codecs (13% x software)	95	EA	222.3000	21,118.50
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30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10

E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010

SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES

(Based upon 95 additional codecs and device drivers. Actual amount may vary based upon actual number and type of codecs ordered on or about March 1, 2010.)

RG
 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

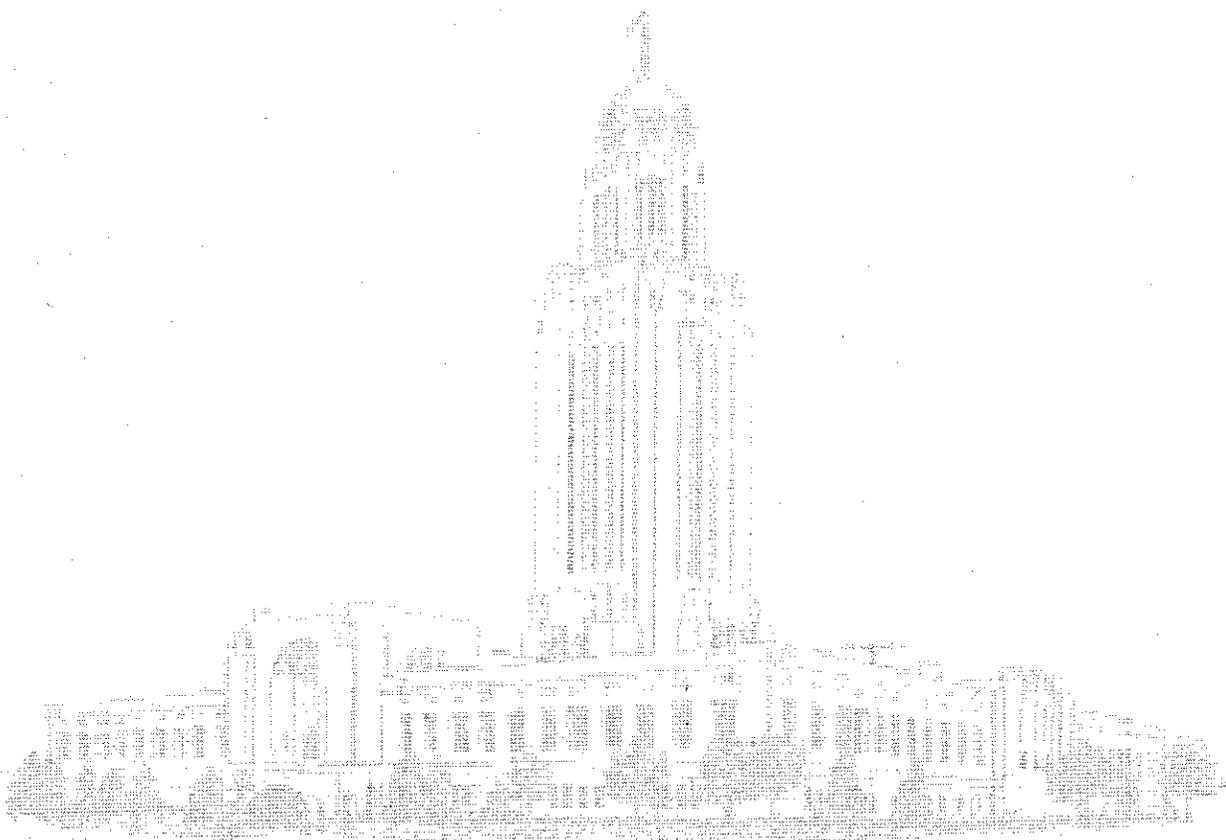
OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
22707 04

PAGE 4 OF 5	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Total Order				649,629.00



RG
BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
22707 04

PAGE 1 OF 3	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

THE CONTRACT PERIOD IS DECEMBER 28, 2006 THROUGH JUNE 30, 2010.

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1683Z1

Contract to supply and deliver a STATEWIDE SYNCHRONOUS VIDEOCONFERENCING EVENT CLEARINGHOUSE AND SCHEDULING CONTROL SYSTEM for a three (3) year period December 28, 2006 through June 30, 2010, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

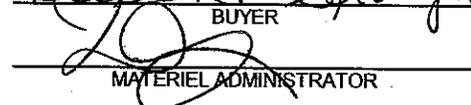
1. Contract Amendments with the latest dated Amendment having the highest priority;
2. Contract Award;
3. RFP Addenda or Amendments with the latest dated Amendment having the highest priority;
4. the Original RFP;
5. the Signed RFP Form; and
6. the Contractor's Proposal.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistek, National Account Manager
ADDRESS: 1314 Douglas Street, 3rd Floor, Omaha, NE 68102
PHONE & FAX: 402-422-6920
CELL: 402-968-0726
EMAIL: robert.sistek@qwest.com

AMENDMENT ONE (1) - Changed unit costs on lines 46 & 57. Amendment also includes the following: 1) Total maintenance on the software quoted in RFP 1683Z1 for up to 300 (100 x 3 years) video conferencing devices shall not exceed the revised amounts listed above through Year 3 of the project. The individual amounts listed for ramp up, Year 1, Year 2, and Year 3 represent the total cost for maintenance on up to 300 (100 x 3 years) licenses through Year 3 of the project. 2) Any additional software (beyond the initial 300 licenses through Year 3 of the project) purchased during the ramp up, and Years 1 through 3 of the project will have an annual maintenance of 13% of the software purchase price for each year and every year that the licenses are in use. 3) At the end of Year 3, the total annual cost of maintenance for Years 4 through 8 will be determined based on the total licenses purchased and continued in use. The total annual cost will be calculated by adding the annual cost for the first 300 licenses (\$50,725) plus 13% of the software purchase price for all licenses


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
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Lincoln, Nebraska 68508

OR
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Lincoln, Nebraska 68509-4847
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CONTRACT NUMBER
22707 04

PAGE 2 OF 3	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
in excess of 300. There will be no percentage increase in the cost of maintenance per license in Years 1 through 8. (2/15/07 gb)					

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
46	Level 1 Maintenance	1	EA	11,938.0000	11,938.00

(Warranty/Maintenance)

30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09

E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009

SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT

(Warranty and maintenance based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered on or about March 1, 2009.)

57	Level - 1 Maintenance	1	EA	11,938.0000	11,938.00
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(Warranty/Maintenance)

30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10

E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010

SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT

(Warranty and maintenance based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered on or about March 1, 2010.)

Total Order

23,876.00

RLG
BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

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<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

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PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
22707 04

PAGE 1 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	
VENDOR ADDRESS: QWEST CORPORATION 1801 CALIFORNIA ST DENVER CO 80202-2658	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 28, 2006 THROUGH JUNE 30, 2010

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

AWARDED FROM RFP NUMBER 1683Z1

Contract to supply and deliver a STATEWIDE SYNCHRONOUS VIDEOCONFERENCING EVENT CLEARINGHOUSE AND SCHEDULING CONTROL SYSTEM for a three (3) year period December 282006 through June 30, 2010, with the option to renew for five (5) additional one (1) year periods as mutually agreed upon by all parties.

The contract shall incorporate the following previously submitted documents:

1. Contract Amendments with the latest dated Amendment having the highest priority;
2. Contract Award;
3. RFP Addenda or Amendments with the latest dated Amendment having the highest priority;
4. the Original RFP;
5. the Signed RFP Form; and
6. the Contractor's Proposal.

Contract subject to thirty (30) days cancellation by either party upon written notice.

Quantities shown are estimates only and are not construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

CONTACT: Rob Sistek, National Account Manager
ADDRESS: 1314 Douglas Street, 3rd Floor, Omaha, NE 68102
PHONE & FAX: 402-422-6920
CELL: 402-968-0726
EMAIL: robert.sistek@qwest.com

Line	Description	Qty	UM	Unit Price	Extended Price
1	RS-Admin-PKG (Administration Package)	1	EA	23,750.000	23,750.00

Ruth R. Gray
BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
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CONTRACT NUMBER
22707 04

PAGE 2 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
	Original/Bid Document 1683 Z1, Original Line # 1				
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
2	RS-Sched-PKG (Reservation Mgr Package)	1	EA	14,250.000	14,250.00
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
3	RS-Clear-PKG (Clearinghouse Package)	1	EA	14,250.000	14,250.00
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
4	RS-Admin-10 (Additional Admin Licenses)	1	EA	14,939.000	14,939.00
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
5	RS-UNL (Unlimited Endpoint Licenses)	1	EA	34,834.000	34,834.00
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
6	RS-WEB-UL (Unlimited User Licenses)	1	EA	28,500.000	28,500.00
	50% on 1/16/07, 50% on 5/1/07				
	E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007				
	SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				

RG
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
22707 04

PAGE 3 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
7	RS-Install (Software Install 100 codecs)	1	EA	23,492.000	23,492.00

50% on 1/16/07, 50% on 5/1/07

E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007

SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS

(Software licensing installation based upon 100 single codec devices. Actual amount may vary based upon number and types of codecs ordered on or about March 1, 2007.)

8	Level - 1 Maintenance (Warranty/Maintenance)	1	EA	16,966.000	16,966.00
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50% on 1/16/07, 50% on 5/1/07

E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007

SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT

9	Consultation (Per week flat fee)	1	EA	7,125.0000	7,125.00
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50% on 1/16/07, 50% on 5/1/07

E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007

SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT

(Warranty and maintenance based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered on or about March 1, 2007.)

10	Scheduling Training (1x4 hrs)	1	EA	8,536.0000	8,536.00
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0% on 1/16/07, 100% on 5/1/07

E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007

SCHEDULE C: TRAINING

11	Administration Training	1	EA	3,320.0000	3,320.00
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RG

BUYER INITIALS

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CONTRACT NUMBER
22707 04

PAGE 4 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description (1x4 hrs)	Qty	UM	Unit Price	Extended Price
50% on 1/16/07, 50% on 5/1/07 E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007 SCHEDULE C: TRAINING					
12	Scheduling Certification Training (1x8 hrs)	1	EA	3,795.0000	3,795.00
50% on 1/16/07, 50% on 5/1/07 E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007 SCHEDULE C: TRAINING					
("Scheduling Training" cannot be paid for in advance. Invoice after delivery of training.)					
13	Control of Motion JPEG network	1	EA	0.0000	
50% on 1/16/07, 50% on 5/1/07 E-Rate Funding Year - Ramp Up: Effective Date - June 30, 2007 SCHEDULE E: MISCELLANEOUS					
14	RS-Auto-PKG (Conference Automation)	1	EA	19,000.000	19,000.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
15	RS-Codec 1 (Single Codec License)	100	EA	570.0000	57,000.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
16	RS-Install (Software Install for 100 codecs)	1	EA	13,679.000	13,679.00

RG
BUYER INITIALS

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CONTRACT NUMBER
22707 04

PAGE 5 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
	30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				
17	Credit (Crossroads Consortium Licenses)	14	EA	1,800.0000-	25,200.00-
	30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS				

(Software licensing based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered - Credit of \$25,000 for Crossroads Consortium.)

18	Level 1 Maintenance (Warranty/Maintenance)	1	EA	9,879.0000	9,879.00
	30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT				
19	Consultation (Per week flat fee)	1	EA	7,125.0000	7,125.00
	30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT				

(Warranty and maintenance based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered on or about March 1, 2008.)

20	RS-QlinkQH323VSX-X3 (Cytek Drivers)	200	EA	570.0000	114,000.00
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RG
BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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CONTRACT NUMBER
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PAGE 6 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
21	Install for additional codecs (18% x software)	200	EA	103.0000	20,600.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
22	Maintenance for add'l codecs (13% x software)	200	EA	74.0000	14,800.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
23	RS-MGC100 (Polycom MCU Dirver)	4	EA	19,000.000	76,000.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
24	Install for MGC100 (18% x software)	4	EA	3,420.0000	13,680.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
25	Maintenance for MGC100 (13% x software)	4	EA	2,470.0000	9,880.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					

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CONTRACT NUMBER
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PAGE 7 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
26	RS-COD4200 (Codian 4203 Driver)	1	EA	3,800.0000	3,800.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
27	Install for Codian 4203 (18% x software)	1	EA	684.0000	684.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
28	Maintenance for Codian 4203 (13% x software)	1	EA	494.0000	494.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
29	RS-COD4200 (Codian 4205 Driver)	1	EA	5,700.0000	5,700.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
30	Install for Codian 4205 (18% x software)	1	EA	1,026.0000	1,026.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
31	Maintenance for Codian 4205 (13% x software)	1	EA	741.0000	741.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					

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CONTRACT NUMBER
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PAGE 8 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
32	RS-COD4200 (Codian 4210 Driver)	1	EA	7,600.0000	7,600.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
33	Install for Codian 4210 (18% x software)	1	EA	1,368.0000	1,368.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
34	Maintenance for Codian 4210 (13% x software)	1	EA	988.0000	988.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
35	RS-COD4200 (Codian 4215 Driver)	1	EA	9,500.0000	9,500.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
36	Install for Codian 4215 (18% x software)	1	EA	1,710.0000	1,710.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
37	Maintenance for Codian 4215 (13% x software)	1	EA	1,235.0000	1,235.00

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PAGE 9 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
38	RS-COD4200 (Codian 4220 Driver)	1	EA	11,400.000	11,400.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
39	Install for Codian 4220 (18% x software)	1	EA	2,052.0000	2,052.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
40	Maintenance for Codian 4220 (13% x software)	1	EA	1,482.0000	1,482.00
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
(Based upon 200 additional codecs and miscellaneous MCUs and their accompanying device drivers. Actual amount may vary based upon actual number and type of codecs and MCUs ordered on or about March 1, 2008.)					
41	Control of Motion JPEG network	1	EA	0.0000	
30% on 8/1/07, 30% on 9/1/07, 30% on 1/1/08, 10% on 5/1/08 E-Rate Funding Year - Phase 1: July 1, 2007 - June 30, 2008 SCHEDULE E: MISCELLANEOUS					
42	RS-UNL (Unlimited Endpoint Licenses)	1	EA	34,834.000	34,834.00

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PAGE 10 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
43	RS-Codect 1 (Single Codect License)	100	EA	570.0000	57,000.00
30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
44	RS-Install (Software Install for 100 codecs)	1	EA	16,530.000	16,530.00
30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
45	Credit (SWDLC Consortium Licenses)	39	EA	1,800.0000-	70,200.00-
30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS					
(Software licensing based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered - Credit of \$70,200 for SWDLC Consortium.)					
46	Level 1 Maintenance (Warranty/Maintenance)	1	EA	14,408.000	14,408.00
30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT					

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PAGE 11 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
47	Scheduling Training (1x4 hrs) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE C: TRAINING	1	EA	8,536.0000	8,536.00
48	Administration Training (1x4 hrs) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE C: TRAINING	1	EA	3,320.0000	3,320.00
49	Scheduling Certification Training (1x8 hrs) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE C: TRAINING	1	EA	3,795.0000	3,795.00
50	RS-QlinkQH323VSX-X3 (Cytex Drivers) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES	95	EA	570.0000	54,150.00
51	Install for additional codecs (18% x software) 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES	95	EA	103.0000	9,785.00
52	Maintenance for add'l codecs (13% x software)	95	EA	74.0000	7,030.00

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PAGE 12 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
	30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES				

(Based upon 95 additional codecs and device drivers. Actual amount may vary based upon actual number and type of codecs ordered on or about March 1, 2009.)

53	Control of Motion JPEG network 30% on 8/1/08, 30% on 9/1/08, 30% on 1/1/09, 10% on 5/1/09 E-Rate Funding Year - Phase 2: July 1, 2008 - June 30, 2009 SCHEDULE E: MISCELLANEOUS	1	EA	0.0000	
54	RS-UNL (Unlimited Endpoint Licenses) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS	1	EA	34,834.000	34,834.00
55	RS-Codec 1 (Single Codec License) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS	100	EA	570.0000	57,000.00
56	RS-Install (Software Install for 100 codecs) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE A: HARDWARE, SOFTWARE AND TOOLS	1	EA	16,530.000	16,530.00

(Software licensing based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered. Credit of \$70,200 for SWDLG)

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PAGE 13 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
57	Level - 1 Maintenance (Warranty/Maintenance) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE B: MAINTENANCE AND TECHNICAL SUPPORT	1	EA	14,408.000	14,408.00

(Warranty and maintenance based upon 100 single codec devices. Actual amount may vary based upon actual number and types of codecs ordered on or about March 1, 2010.)

58	Scheduling Training (1x4 hrs) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE C: TRAINING	1	EA	8,536.0000	8,536.00
59	Administration Training (1x4 hrs) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE C: TRAINING	1	EA	3,320.0000	3,320.00

60	Scheduling Certification Training (1x8 hrs) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10 E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010 SCHEDULE C: TRAINING	1	EA	3,795.0000	3,795.00
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61	RS-QlinkQH323VSX-X3 (Cyttek Drivers) 30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10	95	EA	570.0000	54,150.00
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PAGE 14 OF 15	ORDER DATE 12/28/06
BUSINESS UNIT 65060026	BUYER RUTH GRAY
VENDOR NUMBER: 3582256	

Line	Description	Qty	UM	Unit Price	Extended Price
E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
62	Install for additional codecs (18% x software)	95	EA	103.0000	9,785.00
30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10					
E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					
63	Maintenance for add'l codecs (13% x software)	95	EA	74.0000	7,030.00
30% on 8/1/09, 30% on 9/1/09, 30% on 1/1/10, 10% on 5/1/10					
E-Rate Funding Year - Phase 3: July 1, 2009 - June 30, 2010					
SCHEDULE D: OPTIONAL EQUIPMENT OR FEATURES					

(Based upon 95 additional codecs and device drivers. Actual amount may vary based upon actual number and type of codecs ordered on or about March 1, 2010.)

Total Order

922,556.00

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BUYER INITIALS

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION: The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §§48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

DRUG POLICY: Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

**AMENDMENT TO
QWEST INTERPRISE AMERICA, INC. CPE AGREEMENT**

This Amendment NO. 2 ("Amendment") by and between Qwest Interprise America, Inc. ("Qwest") and State of Nebraska ("Customer"), hereby amends the Qwest Interprise America, Inc. CPE Agreement retained under Qwest Content ID: 151010 and 157469, as may have been previously amended (the "Agreement").

Qwest and Customer wish to amend the Agreement as follows:

1. Modifications.

1.1 Section 1.2 Security Interest in Section 1 is deleted in its entirety.

1.2 Section 2 Term of the Agreement deleted and replaced with the following:

2. Term.

This Agreement shall commence on the Effective Date, and continue for a three year term following the Effective Date. So long as both parties agree to renew and negotiated pricing is mutually agreeable, this Agreement may be renewed annually for five (5) additional one (1) year terms upon provision of notice of renewal thirty (30) days before expiration of this Agreement. The thirty (30) day notice requirements may be waived upon mutual written agreement of the parties. Termination shall not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Agreement shall remain in effect as to such obligations in the event it would otherwise have terminated.

1.3 The first sentence in Section 3.1 General of Section 3 Termination in the Agreement is deleted and replaced with the following:

3. Termination

3.1 General.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at its own convenience upon thirty (30) days prior written notice to the other. Qwest may (a) immediately suspend all or any part of the Products or Services, and/or (b) terminate this Agreement and/or any Purchase Order: (i) for Cause; or (ii) upon written notice. "Cause" means...

1.4 The second sentence in Section 4.1 Pricing and Payment of Section 4 Payment in the Agreement is deleted and replaced with the following:

4. Payment

4.1 Pricing and Payment.

..... Charges shall be payable upon Customer's receipt of the invoice.

1.5 The third sentence in Section 4.2 Title and Invoicing of Section 4 Payment in the Agreement is deleted and replaced with the following:

4. Payment

4.2 Title and Invoicing.

..... Qwest will invoice Customer for any agreed upon installation charges upon completion of such installation.

1.6 The second sentence in Section 4.4 Payment for Services of Section 4 Payment in the Agreement is deleted and replaced with the following:

4. Payment

4.4 Payment for Services.

..... The first annual payment shall be payable upon Customer's receipt of the invoice.

1.7 The last paragraph of Section 4.6 Fixed Prices – Certification of Section 4 Payment in the Agreement is deleted and replaced with the following:

4. Payment

4.6 Fixed Prices – Certification.

...
...

Maintenance and support through this Agreement term and successive terms may not be increased for any reason by more than three percent (3%) or the increase in the United States Consumer Price Index, whichever, is lesser over the initial terms or previous terms rate. If a greater increase is necessary, Qwest reserves the right to pass the increase on to the Customer upon each renewal. If the parties cannot mutually agree, then either party has the right to terminate this Agreement.

1.8 Section 11 Force Majeure in the Agreement is deleted and replaced with the following:

11. Force Majeure

Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike of a Qwest subcontractor; sabotage; fiber cut (by any carrier other than Qwest or Qwest subcontractor); material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; lack or

**AMENDMENT TO
QWEST INTERPRISE AMERICA, INC. CPE AGREEMENT**

delay in transportation; government codes, ordinances, laws, rules regulations or restrictions; war or civil disorder, or failures of suppliers of goods and services ("Force Majeure Event").

2. Additions.

2.1 The following sentence will be added to the end of paragraph 1.1 in Section 1 Products and Services General Terms and Conditions:

Unless otherwise specifically stated in the Agreement or any Amendment in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher number document: 1) contract amendments with the latest dated amendment having the highest priority, 2) the contract award, 3) RFP addenda or amendments with the latest dated amendment having the highest priority, 4) the original RFP, 5) the signed RFP form, 6) the contractor's proposal.

2.2 The following paragraph will be added to the end of paragraph 1.8 in Section 1 Products and Services General Terms and Conditions:

Qwest guarantees that it has the full legal right to the materials, supplies, equipment, and other items necessary to execute this Agreement. The Agreement price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

2.3 3.4 will be added Section 3 Termination:

3. Termination

3.4 Eligibility for eRate. The payment schedule is tied to specific dates and deliverables that are reflective of future possible Federal Universal Service Fund (eRate) eligibility. Qwest shall maintain eligibility for ERate and, upon request shall provide Customer with its Service Provider Identification Number (SPIN). Qwest shall notify Customer of any Qwest initiated event thirty (30) days before the effective date of any event, action, or policy that would affect Customer's ability to qualify for eRate reimbursement. Customer may terminate this Agreement in the event of any event, action or policy that results in any change in Qwest's eRate eligibility.

2.4 The following language is added to the end of Section 4.2 Title and Invoicing of Section 4 Payment in the Agreement:

4. Payment

4.2 Title and Invoicing.

The terms and conditions included in Qwest's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon Customer, and no action by Customer, including without limitation the payment of any such invoice in whole or in part shall be construed as binding or estopping Customer with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by Customer as an amendment to this Agreement.

2.5 The following language is added to the beginning of the fifth sentence in Section 9 Publicity; Confidentiality:

9. Publicity; Confidentiality

.... Unless Customer is required by law to post this Agreement,

2.6 The following language is added as the second sentence of Section (h) of Section 12 Miscellaneous in the Agreement:

(h)Both parties hereby consent to the exclusive jurisdiction of such courts, and expressly waive any objections or defense based upon lack of personal jurisdiction or venue.

2.7 The following language is added as the second sentence of Section (t) of Section 12 Miscellaneous in the Agreement:

(t)Except as specifically set forth in this Agreement, the acceptance of late performance with or without objection or reservation by the Customer shall not waive any rights of the Customer nor constitute a waiver of the requirement of timely performance of any obligations on the part of Qwest remaining to be performed.

2.8 The following language is added to Section 12 Miscellaneous in the Agreement.

(x) Qwest shall maintain workers' compensation insurance covering its employees, who perform work under this Agreement and shall provide to Customer, upon request, a certificate of insurance evidencing such coverage. If Qwest subcontracts a portion of the work involved in this Agreement and has obtained approval of such subcontract, it shall ensure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with Customer. Qwest shall not commence work under this agreement until it has obtained all workers' compensation insurance.

**AMENDMENT TO
QWEST INTERPRISE AMERICA, INC. CPE AGREEMENT**

3. **Miscellaneous.** This Amendment will be effective as of the date it is executed by Qwest after the Customer's signature (the "Amendment Effective Date") and be deemed incorporated by this reference into the Agreement. All other terms and conditions in the Agreement will remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

State of Nebraska

Qwest Interprise America, Inc.

By: 
Name: Don J. Medinger
Title: Administrator, DAS Materiel
Date: December 28, 2006

By: 
Name: Constantine N. Gortelos
Title: Offer Management
Date: 12/27/2006

RENOVO SOFTWARE
5666 Lincoln Drive
Suite 206
Edina, MN 55436

RENOVO SOFTWARE, INC SOFTWARE MAINTENANCE AGREEMENT

This Software Maintenance Agreement is made and entered into this 17th day of March, 2007 by and between Renovo Software, INC (hereinafter "RENOVO") a Minnesota Corporation, with principal offices at 5666 Lincoln Drive Suite 206, Edina, Minnesota 55436, and the State of Nebraska (hereinafter "Customer").

WHEREAS, RENOVO desires to offer a non-exclusive, nontransferable license to Customer to use certain SOFTWARE in object code form and related user documentation (the "DELIVERABLES") on certain terms and conditions; WHEREAS, RENOVO desires to offer Customer software maintenance with respect to the Licensed SOFTWARE on the terms and conditions set forth herein; NOW, THEREFORE, in consideration of the mutual obligations herein, the parties hereto, intending to be legally bound, agree as follows:

SECTION 1 - DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply to the respective capitalized terms.

- 1.1 **"Enhancement."** Any modification or addition that, when made or added to the SOFTWARE, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- 1.2 **"Error."** Any failure of the SOFTWARE to conform in all material respects to its functional specifications as published from time to time by Licensor. However, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the SOFTWARE, or Customer's combining or merging the Licensed SOFTWARE with any hardware or software not supplied or identified as compatible by RENOVO, shall not be considered an Error.
- 1.3 **"Error Correction."** Either a modification or an addition that, when made or added to the Licensed SOFTWARE, establishes material conformity of the Licensed SOFTWARE to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed SOFTWARE, eliminates the practical adverse effect on Customer of such nonconformity.
- 1.4 **"Licensed SOFTWARE."** The computer programs described in the License Agreement, including any extracts from such SOFTWARE, derivative works of such SOFTWARE, or collective works including such SOFTWARE (such as subsequent Releases) to the extent offered to the Customer under this Agreement or the License Agreement.
- 1.5 **"Normal Working Hours."** The hours between 8 a.m. and 5 p.m. Central Time on the days Monday through Friday, excluding federal holidays.
- 1.6 **"Releases."** New versions of the Licensed SOFTWARE, which may include both Error Corrections and Enhancements.
- 1.7 **"Term."** Subject to the termination provisions set forth in Section 6 below, the initial term of this Agreement shall be a period of three (3) years commencing on the first day following execution of this Agreement. Customer, at its sole option, may renew this agreement for up to five (5) additional one (1) year periods by providing notice of its intent to renew thirty (30) days before expiration. In no event, however, shall the Term extend beyond the prescribed term of the License Agreement.

SECTION 2 - SCOPE OF SERVICES

During the Agreement term, RENOVO shall render the following services in support of the Licensed SOFTWARE, during Normal Working Hours, (unless Customer has contracted RENOVO for Level 2 maintenance, which provides 7x24, 365 days a year maintenance support) subject to the compensation fixed for each type of service in RENOVO'S rate schedule set forth in Schedule A attached hereto.

- 2.1 RENOVO shall receive, by telephone, letter or e-mail, transmission, operator reports of problems with the Licensed SOFTWARE.
- 2.2 RENOVO shall maintain a telephone number that allows Customer to report system problems and to seek assistance in use of the Licensed SOFTWARE.
- 2.3 RENOVO shall maintain a trained staff capable of rendering the services set forth in this Agreement.
- 2.4 RENOVO shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to RENOVO in accordance with RENOVO'S standard reporting procedures. RENOVO shall, within a reasonable time of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, RENOVO shall provide

the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, RENOVO shall include the Error Correction in all subsequent Releases of the Licensed SOFTWARE. RENOVO shall not be responsible for correcting Errors in any version of the Licensed SOFTWARE other than the most recent Release of the Licensed Program, provided that RENOVO shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 365 days from the date RENOVO makes customer aware of the availability of a newer Release.

- 2.5 RENOVO may, from time to time, issue new Releases of the Licensed SOFTWARE to its customers generally, containing Error Corrections and Enhancements. RENOVO shall provide Customer with one copy of each new Release that is applicable to Customer's network. RENOVO shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to supplemental charges.
- 2.6 RENOVO is not responsible for Customer's data regardless of the cause of data errors. In certain situations RENOVO may advise Customer to restore the system to the most recent backup data. If Customer directs RENOVO to attempt to recover or reconstruct data, RENOVO assumes no responsibility for the data. All efforts to restore or reconstruct data, whether successful or not, shall be billed to the client at RENOVO's prevailing Professional Services rates.

SECTION 3 - FEES AND CHARGES

- 3.1 Customer shall pay RENOVO its fees and charges based on the rate schedule set forth in Schedule A and subsequent schedules attached hereto. RENOVO reserves the right to annually change the software maintenance rates provided RENOVO has given Customer at least thirty (30) days written notice of such change.
- 3.2 Charges for software maintenance shall be invoiced in advance of the period of coverage.
- 3.3 In addition, Customer shall pay when due any fees that may be levied or assessed with respect to the software maintenance charged by RENOVO under this Agreement, provided that such fees are actual costs.
- 3.4 On all amounts remaining unpaid after 45 days from date of invoice, Customer agrees to pay an interest charge equal to one and one-half percent (1 & 1/2%) per month (annual rate of 18.0%), or the highest amount allowed by law, whichever is lower.
- 3.5 Software maintenance fees for additional licenses purchased by Customer will commence with the purchase of those licenses and be prorated in the first invoice to coincide with the term of the existing licenses. Fees, representing actual expenses, will be charged under the terms of this Agreement at the then prevailing rate for the added item.
- 3.6 Customer shall be responsible for procuring, installing, maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Licensed Program.
- 3.7 Payment for software maintenance services is due in advance of the period of coverage.
- 3.8 RENOVO reserves the right to refuse service because of non-payment of invoices; such non-payment being defined as the Customer failing to pay an undisputed invoice within 45 days of receipt of said invoice.
- 3.9 The terms and conditions included in RENOVO's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon Customer, and no action by Customer, including without limitation the payment of any such invoice in whole or in part shall be construed as binding or stopping customer with respect to any such term or condition unless the invoice term or condition has been previously agreed to by Customer as an amendment to this Agreement.

SECTION 4 - PROPRIETARY RIGHTS

- 4.1 To the extent that RENOVO may provide Customer with any Error Corrections or Enhancements or any other SOFTWARE, including any new SOFTWARE or components, or any compilations or derivative works prepared by RENOVO (collectively, "RENOVO SOFTWARE"), Customer may (1) install one set of the RENOVO SOFTWARE, in the most current form provided by RENOVO, in Customer's own facility; (2) use such RENOVO SOFTWARE in connection with the Licensed SOFTWARE, and in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's business needs.
- 4.2 The RENOVO SOFTWARE, including any associated intellectual property rights, are and shall remain the sole property RENOVO, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid RENOVO for the use of the work product.

SECTION 5 - DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

- 5.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, RENOVO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 5.2 To the extent permitted by law, in no event shall RENOVO be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if RENOVO knew or should have known of the possibility or such damages. It is understood by the parties that in Customer's opinion, this paragraph is unconstitutional under the Nebraska State Constitution, Article 13, Section 3, and Customer may assert such unconstitutionality as a theory in litigation, despite assent to the remainder of this Agreement.

- 5.3 Any and all actions brought by either party shall be brought with the applicable statute of limitations prescribed by Nebraska Law.

SECTION 6 - TERMINATION

- 6.1 This Agreement may be terminated by either party upon ninety (90) days prior written notice given to the other party.
- 6.2 This Agreement may be terminated by either party upon thirty (30) days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.
- 6.3 Following termination of this Agreement, RENOVO shall immediately invoice Customer for any accrued fees and charges and all reimbursable expenses, and Customer shall pay the undisputed invoiced amount within forty-five (45) days of receipt of such invoice.
- 6.4 Customer may terminate this Agreement, in whole or in part, in the event funding is no longer available. Customer's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of the funds for this Agreement. Should said funds not be appropriated, Customer may terminate this agreement with respect to those payments for the fiscal years for which such funds are not appropriated. Customer will give RENOVO written notice thirty (30) days prior to the effective date of any termination by loss of appropriation. All obligations of Customer to make payments after the termination date will cease and all interest of the State in related equipment or service will terminate. RENOVO shall be entitled to receive just and equitable compensation for any authorized work which had been satisfactorily completed as of the termination date. In no event shall RENOVO be paid for loss of anticipated profit.

SECTION 7 - MISCELLANEOUS

- 7.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof, except that in the event of a conflict with the terms of the Request for Proposal ("RFP"), the terms of the RFP shall control. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 7.2 Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of Nebraska without regard to or application of choice of law rules or principles. Both parties hereby consent to the exclusive jurisdiction of such courts and expressly waive any objections or defense based upon lack of personal jurisdiction or venue.
- 7.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.
- 7.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties. Such consent shall not be unreasonably withheld, and there shall be no charge to Customer for any assignment hereunder.
- 7.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- 7.6 All notices of breach or cancellation shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date. All notices or communications between Customer and RENOVO pertaining to this Agreement shall be addressed as shown on the first page of this Agreement. Either party may change its address from time to time by giving notice to that effect as provided herein.
- 7.7 Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by: 1) the Customer's network and or hardware services; 2) weather, fire, or riot; 3) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of that party. Upon the occurrence of any such events, the party whose performance is affected shall use reasonable efforts to notify the other party of the nature and extent of any such condition and mitigate its effect.
- 7.8 Software maintenance is required for all RENOVO customers.
- 7.9 RENOVO may not advertise or promote using the name or description of Customer without in each instance the express prior written consent of Customer. RENOVO acknowledges and agrees that this Agreement does not convey any rights or license to RENOVO to use any logo, insignia, slogan, emblem, symbol, design or other identifying characteristic of Customer in connection with the services provided hereunder, for itself, or to end user customers. News releases pertaining to this Agreement shall not be issued without prior written approval.

7.10 RENOVO certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug-free workplace policy at any time upon request by subscriber.

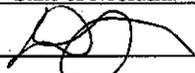
7.11 RENOVO agrees to comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. Neither RENOVO nor any subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment, because of his or her race, color, religion, sex, disability or national origin.

7.12 RENOVO agrees to the Nebraska Technology Access Standards found at <http://www.nitc.state.ne.us/standards/accessibility/>. and ensure that products and/or services procured under this Agreement comply with the applicable standards. In the event such standards change during RENOVO's performance, Customer may create a change order to the Agreement to request that RENOVO comply with the changed standard at a cost mutually agreed upon by both parties.

7.13 If RENOVO has employees involved in the carrying out of on-site services under this Agreement, RENOVO shall certify that it has obtained a policy providing workers' compensation coverage for its employees and shall provide Customer with proof of such coverage. If RENOVO subcontracts a portion of the work involved in this Agreement and has obtained approval of such subcontract, it shall ensure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with Customer. RENOVO shall not commence work under this Agreement until it has obtained all the workers' compensation insurance.

Agreed to and accepted this 17th day of March, 2007.

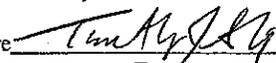
Customer State of Nebraska

Signature 

Printed Name Dan J. Medinger

Title DAS, Materiel, Administrator

Renovo Software, Inc.

Signature 

Printed Name Timothy Skaja

Title Vice President

**SCHEDULE A
SOFTWARE MAINTENANCE RATES**

1. Customer shall pay for annual Software Maintenance provided by Renovo Software, INC. in accordance with the pricing as outlined in Contract Number 22707 O4 to Qwest Corporation and subsequent Service Contract Amendment One dated February 15, 2007 and Service Contract Amendment Two dated February 23, 2007.

Non Software Fixes- Billable Maintenance Calls:

Non-software fixes will be billed at \$125.00 per hour during 8:00 A.M. – 5:00 P.M. M-F Central Time and \$225.00 per hour after hours, material and travel will be billable if an onsite visit is required.

Examples of Non Software Fixes:

1. Customer asks Renovo to perform administrative tasks on the customer's system such as:
 - a. Add ports to an existing device
 - b. Add sites to an existing network diagram
 - c. Add devices to a network diagram
 - d. Add users or user groups to the system
 - e. Assign user privileges, access rights, approval rights for users or user groups on the customer's network.
2. Customer asks Renovo to travel to the customer location to perform a task such as upgrading the customer's system, even though Supplier is able to remotely perform the task if allowed to do so. (This covers both upgrades and troubleshooting of systems).
3. Renovo is required by customer to work with hardware or network vendors during testing or troubleshooting of network or hardware problems, even though it has been determined that the problem is not a software issue.
4. Customer asks Renovo to assist in setting up a new server, test server, or cluster server.
5. Customer asks Supplier to assist in restoring a lost or damaged server, including operating system, Oracle, and other non-Renovo Software product installation.

Prior to non software fixes commencing, Renovo will inform customer that the requested services are billable.