

**Statewide Software Reseller Contract
Award 2005-9900-5199**

**DELL MARKETING L.P.
(Formerly ASAP Software)
One Dell Way, MS RR8-07
Austin, TX 78682**

This contract allows Dell Marketing to provide software reseller services for the State of Alaska. These services include the purchase of software licenses, maintenance, documentation, and support from a variety of software publishers. This is a mandatory use contract for all executive branch agencies. Political subdivisions may also use this contract but it is considered non-mandatory for political subdivisions.

CONTRACT TERM: **July 1, 2009 through June 30, 2011**
RENEWAL OPTION: **None**

DELL CONTACT: **Erin McShane**
DIRECT PHONE: **224 543-5655**
TOLL FREE: **888 239-0328**
FAX: **866 549-8211 (For POs ONLY)**
EMAIL: **erin_mcshane@dell.com**

ONLINE ORDERING: <https://shop.asap.com/Default.aspx>

Dell has contracted with the manufactures listed below on behalf of the State of Alaska to establish discounts from the manufacturer's appropriate price list. This contract covers all of the offerings from those manufacturers.

MANUFACTURER	DISCOUNT	APPLICABLE PRICE LIST	MANUFACTURER	DISCOUNT	APPLICABLE PRICE LIST
Adobe	5.75%	SRP ¹	Attachmate	9%	Fastpass Alaska ²
Computer Associates	4.25%	SRP	Guardian Edge	20%	GPL ³
Guidance Software	2%	GPL	IBM Lotus	2.75%	SRP
Ipanto Software	20%	GPL	IronPort	25%	GPL
Macromedia	8%	GSA ⁴	McAfee	5.41%	Institutional Price
Microsoft	17.5%	Level D	Novell	35.25%	MLA ⁵
Oracle – Tier 1	28%	MPL ⁶	Oracle – Tier 2	31%	MPL
Oracle – Tier 3	36%	MPL	Oracle – Tier 4	40.5%	MPL
Platespin Software	20%	SPL ⁷	Quest Software - <50K	20%	GPL
Quest Software >50K	25%	GPL	Rapid 7	40%	GPL
Scansoft	5%	GSA	Seagull Software	25%	SPL
Simpler Web	40%	GPL	SPSS License Licenses	5%	GPL
SPSS Maintenance	0%	(Pass Through)	Stellent	5%	GSA
Sun Software	20%	GPL	Sybase	5%	GPL
Symantec	20%	GAA ⁶	Trend Micro	8%	SRP
Ultrabac	20%	SPL	Veritas (see Symantec)		
VisionWare	50%	GPL	Visual Click	5%	SPL
Vmware	3%	GPL	Websense	50%	GPL
Zantaz	40%	GPL			

¹ Standard Retail Pricing

² Fastpass Alaska 2005 00219

³ Government Price List

⁴ General Services Administration

⁵ Master License Agreement M5Z219

⁶ Mythics Price List

⁷ Standard Price List

Note: The Microsoft Enterprise Agreement includes the following platform products:

- Office Professional
- Windows® Professional Upgrade
- Core Client Access Licenses (CALs) for:
 - Exchange Server
 - Windows Server
 - Systems Management Server (SMS)
 - SharePoint Portal Server

FOB POINT

All software will be delivered final destination with no shipping or handling charges.

PRICES

Prices are based on a percentage discount for the state's appropriate volume level from a manufacturer defined price list. The percentage discount offered by the reseller will continue throughout the life of the contract.

ORDERING

Agencies can place orders by sending a Purchase/Delivery Order to Erin McShane via mail, telephone, fax, or email. Emails should be sent to erin_mcs Shane@dell.com. Dell will accept the state's procurement cards without any additional surcharges or handling fees.

In addition, agencies can place orders using Dell's on-line ordering system found at: <https://shop.asap.com/default.aspx>

SUPPLY DISTRIBUTION

Software is available as license only, media only, documentation only (users guides and manuals), and any combination of the above.

INVOICES

Dell will provide each ordering entity a separate, itemized, monthly invoice for the preceding month's purchases from each of the manufacturers. Agencies will pay Dell directly.

LICENSE/CONTRACT COMPLIANCE

Agencies will not copy, transfer, or otherwise use products in violation of the manufacturer's licensing terms and conditions. Further, state agencies will take full responsibility to guarantee that their employees, agents, and other individuals using the products are aware of the fact that the products are licensed from the Manufacturer, that the products may not be copied, transferred or otherwise used in violation of the software license, and that the products may only be used subject to the terms of the applicable license, and the terms of the contract with Dell.

CENTRAL SOFTWARE DISTRIBUTION POINTS

Agencies can establish as many central software distribution points as they can control to distribute software. They must maintain responsibility for each distribution point. Each agency is solely responsible to appoint a representative who fully understands the duties of the license agreement and contract. Distribution of software may not occur if not in compliance with the contract.

INTERNAL AGENCY CONTROL & APPROVAL PROCEDURES

Each agency may set up whatever internal control and approval procedures they deem best. Those procedures must result in a record of each of their procurements (e.g., invoice, Delivery Order, etc.).

FINANCIAL RESPONSIBILITY

Agencies using this contract take full financial responsibility for their employees, agents, or other individuals using the products and will be liable for prompt payments of any costs, penalties, or expenses that result from failure to fully and completely comply with the terms of the applicable licenses, the terms of the Master Software Contract, and the terms of the contract with Dell.

RECORDS AUDIT

State agencies must keep records relating to their reproduction and distributions of the software products acquired through this contract and allow Dell and the applicable manufacturer to audit those records during the term of this contract and for a period of two years thereafter. Any audit must be conducted during normal business hours and in a manner that does not unreasonably interfere with the operations of the agency. The auditing entity will pay audit expenses unless material discrepancies are disclosed by the audit, in which case audit expenses will be paid by the state agency. Material discrepancies will mean discrepancies valued at one thousand U.S. dollars (\$1,000) or more.

TERM AND TERMINATION

The current contract term expires June 30, 2011 and there are no additional renewal options.

General Services can terminate an agencies ability to use this contract at any time by giving written notice of termination if an agency is in breach of any of the terms of the applicable licenses, a manufactures software license terms and conditions, or this contract.

If an agencies contract usage rights are terminated they will have no further right to acquire, reproduce, or install copies of the products obtained through this contract. This will not affect the state agencies right to use copies of products properly acquired prior to the date of termination. The obligations of the state agency, set out herein, will survive the termination of the contract.

PAYMENTS

Agencies will be solely responsible for making timely payments upon receipt of an invoice from Dell.