

This is the unmodified version of a GSA schedule used as the basis for California CMAS Contract 3-07-70-2388A. That CMAS contract is held by VIDEO STREAMING SERVICES LLC of Sacramento, California
for more information go to WWW.VIDEOSSC.COM

AUTHORIZED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-52 - Electronic Commerce Services

FPDS CODE D304 - ADP and Telecommunications Transmission Services
FPDS CODE D399 - Other Data Transmission Services, Not Elsewhere Classified

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Contract Number: **GS-35F-0211S**

Period Covered by Contract: **February 2, 2006 through February 1, 2011**

General Services Administration
Federal Supply Service

Pricelist current through Modification #1, dated February 2, 2006

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES
 APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. Contractor's Ordering Address and Payment Information:

ORDERING ADDRESS:

Onstream Media Corporation
 George Stemper
 Vice President of Government Markets,
 1291 SW 29th Avenue
 Pompano Beach, FL 33069
 #954-917-6655 gstemper@onstreammedia.com

PAYMENT ADDRESS:

Onstream Media Corp.
 Attn: Accounts Receivable Dept.
 1291 SW 29th Avenue
 Pompano Beach, FL 33069

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Onstream Media Corporation

1-866-857-1960

Attn: George Stemper, VP of Government Markets

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 80-904-7038

Block 30: Type of Contractor – Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 65-0420146

4a. CAGE Code: 34XW5

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination: Pompano Beach, FL

6. DELIVERY SCHEDULE

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-52	
Webcasting Services	14 Days ARO
Video Webcasts	14 Days ARO
Audio Webcasts	7 Days ARO
Digital Asset Management Services	14 Days ARO
Bridging Service – ISDN Audio CODEC	7 Days ARO

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time

permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: 2% - 10 days from receipt of invoice or date of acceptance, whichever is later.
 - b. Quantity: None
 - c. Dollar Volume: None
 - d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
 - e. Other: None

8. **Trade Agreements Act of 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Statement Concerning Availability of Export Packing:** Not Applicable

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$50.

11. **Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)**

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-52 – Internet Publishers and Broadcasting

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a Self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage

determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.onstreammedia.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order-

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO
ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

a. General.

Onstream Media (Nasdaq: ONSM) is a leading online service provider of live and on-demand, rich media communications via the Onstream Digital Media Services Platform. Specializing in online audio and video communications, Onstream Media's digital asset management technology provides the necessary tools for webcasting, webconferencing and content publishing services focused on increasing productivity and revenues for any organization in an affordable and highly secure environment.

Onstream Media is dedicated to providing customers the highest quality service at the best possible value. As a customer-focused organization, customer needs and satisfaction remains Onstream Media's top priority. The small business structure affords customers the benefit of special attention from team members, avoiding the multiple management layers and convoluted organizational structures typical of larger firms. Customers are assured attentive and dedicated service from the start of each and every contract through to project completion.

b. Services offered.

The following is a high-level description of Onstream Media services provided under SIN 132-52.

WEBCASTING SERVICES

Video Live Webcast Packages
 Video On-Demand Webcast Packages
 Ancillary Video Webcast Services
 Audio Live Webcast Packages
 Audio On-Demand Webcast Packages
 Audio and Video Production Services
 Webcast services – ancillary audio services
 Webcast - multi-room meetings
 Webcast Transcription and Closed Captioning

WEB CONFERENCING SERVICES

Web Conference Service
 Web Conference with a Telephone Conference Bridge

AUDIO CODEC BRIDGING SERVICE – ISDN

ISDN Audio Bridging allows connections between incompatible ISDN Audio codecs

DIGITAL MEDIA SERVICES

Encoding Services
 Hosting Service
 Streaming Service

Encode Editorial Services
Transcription
Production Services
Digital Asset Management Services

**ONSTREAM MEDIA CORPORATION
FSS IT GSA PRICE LIST**

VIDEO WEBCAST "ALL-INCLUSIVE" PACKAGES

A VIDEO WEBCAST uses streaming over the Internet to broadcast a live and/or on-demand multi-media event that can be both seen and heard. Video Players include a facility for PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast.

Each VIDEO "ALL INCLUSIVE" WEBCAST Package Includes Base Video features, and "Video All-Inclusive" features as indicated below.

BASE VIDEO EVENT FEATURES: One Hour Event Duration, 30 minute test included in price, Real & Windows Formats, 56k-100k Multi-bit rate stream, or a 300K stream, Listen/Launch Page, Registration Web Page & Reg. Reporting, 3 Month Archive.

VIDEO ALL-INCLUSIVE PACKAGES include Base Event Features plus: PPT Slides, Q&A / Polling, Indexing Drop-Down Feature, Live Phone Option and Exit Survey.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	V-AI-100	Video Webcast All Inclusive- Up to 100 Participants	\$975.00	1 Year	14 Days
132-52	V-AI-500	Video Webcast All Inclusive- Up to 500 Participants	\$1,195.00	1 Year	14 Days
132-52	V-AI-1000	Video Webcast All Inclusive- Up to 1000 Participants	\$1,350.00	1 Year	14 Days
132-52	V-AI-1HR-100	Additional Video Webcast hour Live- 100 Participants	\$475.00	1 Year	14 Days
132-52	V-AI-1HR-500	Additional Video Webcast hour Live- 500 Participants	\$700.00	1 Year	14 Days
132-52	V-AI-1HR-1000	Additional Video Webcast hour Live- 1000 Participants	\$800.00	1 Year	14 Days
132-52	V-AI-PPV	Additional Video Webcast Views (price per view)	\$1.00	1 Year	14 Days

VIDEO WEBCAST "ALA-CARTE" PACKAGES

A VIDEO WEBCAST uses streaming over the Internet to broadcast a live and/or on-demand multi-media event that can be both seen and heard. Video Players include a facility for PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast.

Each VIDEO "ALL INCLUSIVE" WEBCAST Package Includes Base Video features, and Base features as indicated below.

BASE VIDEO EVENT FEATURES: One Hour Event Duration, 30 minute test included in price, Real & Windows Formats, 56k-100k Multi-bit rate stream, or a 300K stream, Listen/Launch Page, Registration Web Page & Reg. Reporting, 3 Month Archive.

ADVANCED FEATURES: May be purchased separately per line item prices as listed below.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	V-ALA-100	Video Webcast Ala Carte- Up to 100 Participants	\$635.00	1 Year	14 Days
132-52	V-ALA-500	Video Webcast Ala Carte- Up to 500 Participants	\$800.00	1 Year	14 Days
132-52	V-ALA-1000	Video Webcast Ala Carte- Up to 1000 Participants	\$1,000.00	1 Year	14 Days
132-52	V-ALA-1HR-100	Additional Video Webcast hour Live- 100 Participants	\$325.00	1 Year	14 Days
132-52	V-ALA-1HR-500	Additional Video Webcast hour Live- 500 Participants	\$475.00	1 Year	14 Days
132-52	V-ALA-1HR-1000	Additional Video Webcast hour Live- 1000 Participants	\$700.00	1 Year	14 Days
132-52	V-ALA-PPV	Additional Ala Carte Video Webcast Views (per view)	\$1.00	1 Year	14 Days
	Ala Carte Video Webcast Add-Ons				

132-52	CR-PPT	PowerPoint Slides	\$150.00	1 Year	14 Days
132-52	CR-QA	Polling/ Q&A	\$150.00	1 Year	14 Days
132-52	CR-DD	Indexing Drop-Down Feature	\$150.00	1 Year	14 Days
132-52	CR-REG	Registration e-mail Confirmation Feature	\$50.00	1 Year	14 Days
132-52	CR-LP	Live Phone Option (per 1000 listeners)	\$150.00	1 Year	14 Days
132-52	CR-SPEAKER	Speaker Photos (for Audio Events Only)	\$50.00	1 Year	14 Days
132-52	CR-EXIT	Exit Survey Polls	\$150.00	1 Year	14 Days
132-52	V-AI-300K	Additional Encoder, Webcast over hour 300K stream	\$300.00	1 Year	14 Days

VIDEO WEBCAST "ON-DEMAND" PACKAGES

A VIDEO ON-DEMAND WEBCAST is a streamed version of a previously recorded event. On-demand events can be created from Beta or VHS tape. They are typically used for e-learning, training, pre-recorded emergency announcements or for general website viewing. Listeners will both see and hear the webcast, and can optionally see PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast.

Each VIDEO ON-DEMAND WEBCAST Package includes Base features as indicated below.

BASE VIDEO EVENT FEATURES: One Hour Event Duration, 30 minute test included in price, Real & Windows Formats, 56k-100k Multi-bit rate stream, or a 300K stream, Listen/Launch Page, Registration Web Page & Reg. Reporting, 3 Month Archive. Includes Storage, Hosting and Streaming.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	VOD-100	First Hour On Demand- Up to 100 Participants	\$500.00	1 Year	14 Days
132-52	VOD-500	First Hour On Demand- Up to 500 Participants	\$650.00	1 Year	14 Days
132-52	VOD-1000	First Hour On Demand- Up to 1,000 Participants	\$750.00	1 Year	14 Days
132-52	VOD-1HR-100	Additional Hour On Demand- 100 Participants	\$300.00	1 Year	14 Days
132-52	VOD-1HR-500	Additional Hour On Demand-500 Participants	\$450.00	1 Year	14 Days
132-52	VOD-1HR-1000	Additional Hour On Demand- 1,000 Participants	\$625.00	1 Year	14 Days
132-52	VOD-ADD-VIEW	Additional On Demand Views (Price Per View)	\$1.00	1 Year	14 Days

AUDIO WEBCAST "ALL INCLUSIVE" PACKAGES

An AUDIO WEBCAST uses streaming over the Internet to broadcast a live and/or on-demand audio conference call, presentation or event. Listeners will hear the audio and optionally also see PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast.

Each AUDIO "ALL INCLUSIVE" WEBCAST Package Includes:

BASE AUDIO EVENT FEATURES: Two Hour Event Duration, DLSS1 Redundant Signal Acquisition, Real & Windows Formats, # Participants (as per chart below), Listen/Launch Page, Registration Web Page & Reg. Reporting, Pre-event Dial-In Connection Included, (3) Month Archive.

AUDIO ALL INCLUSIVE PACKAGES also include: PPT Slides, Q&A / Polling, Indexing Drop-Down Feature, Live Phone Option, Speaker Photos and Exit Survey.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	A-AI-500	Audio Webcast All Inclusive- Up to 500 Participants	\$550.00	1 Year	7 Days
132-52	A-AI-5000	Audio Webcast All Inclusive- Up to 5000 Participants	\$700.00	1 Year	7 Days
132-52	A-AI-1HR-500	Additional Audio hour Live- Up to 500 Participants	\$225.00	1 Year	7 Days
132-52	A-AI-1HR-5000	Additional Audio hour Live- Up to 5000 Participants	\$350.00	1 Year	7 Days
132-52	A-AI-500-OVER	Overage Charge on A-AI-500 per additional hour	\$250.00	1 Year	7 Days
132-52	A-AI-5000-ADD	Overage Charge on A-AI-5000 per participant	\$0.04	1 Year	7 Days

AUDIO WEBCAST "ALA CARTE" PACKAGES

An AUDIO WEBCAST uses streaming over the Internet to broadcast a live and/or on-demand audio conference call, presentation or event. Listeners will hear the audio and optionally also see PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast.

Each AUDIO "ALA CARTE" WEBCAST Package includes Base features only as indicated below.

BASE AUDIO EVENT FEATURES: Two Hour Event Duration, DLSS1 Redundant Signal Acquisition, Real & Windows Formats, # Participants (as per chart below), Listen/Launch Page, Registration Web Page & Reg. Reporting, Pre-event Dial-In Connection Included, (3) Month Archive.

ADVANCED FEATURES: Features purchased separately per line item prices as listed below.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	A-ALA-500	Audio Ala Carte- Up to 500 Participants	\$250.00	1 Year	7 Days
132-52	A-ALA-1000	Audio Ala Carte- Up to 5,000 Participants	\$410.00	1 Year	7 Days
132-52	A-ALA-1HR-500	Additional Hour Live- Up to 500 Participants	\$125.00	1 Year	7 Days
132-52	A-ALA-1HR-5000	Additional Hour Live- Up to 5,000 Participants	\$225.00	1 Year	7 Days
132-52	A-ALA-500-OVER	Overage on A-ALA-500 per additional hour	\$140.00	1 Year	7 Days
132-52	A-ALA-5000-ADD	Overage Charges on A-ALA-5,000 per participant	\$0.04	1 Year	7 Days
	Ala Carte Audio Webcast Add-Ons				
132-52	CR-PPT	PowerPoint Slides	\$150.00	1 Year	7 Days
132-52	CR-QA	Polling/ Q&A	\$150.00	1 Year	7 Days
132-52	CR-DD	Indexing Drop-Down Feature	\$150.00	1 Year	7 Days
132-52	CR-REG	Registration e-mail Confirmation Feature	\$50.00	1 Year	7 Days
132-52	CR-LP	Live Phone Option (per 1000 listeners)	\$150.00	1 Year	7 Days
132-52	CR-SPEAKER	Speaker Photos (for Audio Events Only)	\$50.00	1 Year	7 Days

132-52	CR-EXIT	Exit Survey Polls	\$150.00	1 Year	7 Days
132-52	A-SURCHARGE-BIT RATE	Surcharge for Audio Bit Rates of 16 or 20 Kbps stream rate	\$50.00	1 Year	7 Days

AUDIO WEBCAST PACKAGES - "ON-DEMAND"

An AUDIO ON-DEMAND WEBCAST is a streamed version of a previously recorded event.

On-demand events can be created from tape or an audio file. They are typically used for e-learning, training, pre-recorded emergency announcements or for general website viewing. Listeners will hear the audio and optionally also see PowerPoint slides. Interactive features such as Q&A and audience polling are available as part of the webcast. Each AUDIO ON-DEMAND WEBCAST Package includes Base features only as indicated below:

BASE AUDIO EVENT FEATURES: One Hour Event Duration, DLSS1 Redundant Signal Acquisition, Real & Windows Formats, # Participants (as per chart below), Listen/Launch Page, Registration Web Page & Reg. Reporting, Pre-event Dial-In Connection Included, (3) Month Archive. Includes Storage, Hosting and Streaming.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	AOD-500-1HR	Audio On Demand- Up to 500 participants	\$150.00	1 Year	7 Days
132-52	AOD-5000-1HR	Audio On Demand- Up to 5,000 participants	\$275.00	1 Year	7 Days
132-52	AOD-500-ADD-1HR	Audio On Demand- Additional Hour - 500 Participants	\$100.00	1 Year	7 Days
132-52	AOD-5000-ADD-1HR	Audio On Demand- Additional Hour - Up to 5,000 Participants	\$150.00	1 Year	7 Days
132-52	AOD-500-1HR-PLUS	Overage on AOD-500-1HR per Hour	\$150.00	1 Year	7 Days
132-52	AOD-5000-ADD-1HR	Overage Charges on AOD-5,000 per Participant	\$0.04	1 Year	7 Days

WEBCAST SERVICES and FEES

Audio webcasts may require additional services such as Production, Camera Crews, Editing or Signal Acquisition. All such ancillary services are listed below.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	PROD-1HR	Project Management support per Hour	\$110.00	1 Year	7 Days
132-52	REH-1HR	Rehearsal/Test/Training (Up to 1 Hour) + Gear Charge	\$110.00	1 Year	7 Days
132-52	ARCHIVE	Additional Audio Archive Time per 90 add'l days	\$100.00	1 Year	7 Days
132-52	A-BRIDGE-4SEAT	Audio conference call bridge (up to 2 hrs for 4 seats)	\$100.00	1 Year	7 Days
132-52	A-EDIT-1HR	Audio Editing per hour	\$135.00	1 Year	7 Days
132-52	V-EDIT-1HR	Video Editing per hour	\$135.00	1 Year	7 Days

132-52	V-BETA-DUPE	Beta SP Dupe Tape Duplication	\$75.00	1 Year	7 Days
132-52	V-VHS-DUPE	VHS Duplicate Tape Duplication	\$50.00	1 Year	7 Days
132-52	A-DAT	Cassette Tape / DAT	\$100.00	1 Year	7 Days
132-52	A-CD-FILES	CD - Files Only per Event	\$100.00	1 Year	7 Days
132-52	A-CD-SYNCH-SLIDES	CD - Audio file with slides (fully synched functionality)	\$250.00	1 Year	7 Days
132-52	V-CD-SYNCH-SLIDES	CD - Video file with slides (fully synched functionality)	\$250.00	1 Year	7 Days
132-52	RESYNCH	Slideshow Re-synch per hour	\$100.00	1 Year	7 Days
132-52	V-MDS-1HR	Media Delivery Services (FTP) per event hour	\$75.00	1 Year	7 Days
132-52	CUST-HTML	HTML Custom Programming per hour	\$110.00	1 Year	7 Days
132-52	CUST-SOFT	Custom Software Development Per Hour	\$110.00	1 Year	7 Days
132-52	URL	URL Re-Direct	\$25.00	1 Year	7 Days
132-52	PUSH	Onstream Slideshow Push per Hour (max. of \$500 per day)	\$150.00	1 Year	7 Days
132-52	CUST-PSWRD	Custom Password Protection per 1000	\$150.00	1 Year	7 Days
132-52	TRAN-STREAM	Real-time streaming text to accompany live audio/video webcasts per hr. May require custom development.	\$250.00	1 Year	7 Days
132-52	TRAN-SCROLL	Scrolling text file after the fact per hr. of content	\$75.00	1 Year	7 Days
132-52	TRAN-TEXT	Transcription Service per hr.	\$290.00	1 Year	7 Days
132-52	V-EQUIP-TECH-RENT	Video Conference Equipment Rental per Event. Includes CONUS shipping and technician.	\$1,800.00	1 Year	7 Days
132-52	V-EQUIP-TECH-RENT-ADDL-DAY	Video Conference Equipment Rental per Event. Includes CONUS shipping and technician additional Day up to 10 hours.	\$1,000.00	1 Year	7 Days
132-52	VCU-TECH	VCU Unit with Technician Setup day 5 hours	\$850.00	1 Year	7 Days
132-52	V-ONSITE	Onsite Personnel per 8 hour day	\$575.00	1 Year	7 Days
132-52	AUDIO-KIT-TECH	Audio Mobile Unit with Technician (up to 10 hours, one day). All prices assume set up on event day. All prices include round-trip shipping. Each Audio Mobile Unit consists of the following: Audio mixer, Telos hybrid (2) Mini-disc recorder, MP3 player, headset Microphone, power strip, Extension cord, Audio cabling, Blank minidisk and Batteries.	\$950.00	1 Year	7 Days
132-52	A-EQUIP-TECH-RENT	Audio Mobile Unit with technician per additional 10 hour day.	\$750.00	1 Year	7 Days
132-52	A-EQUIP-TECH-RENT-ADD	Audio Mobile Unit with Technician additional set up day.	\$600.00	1 Year	7 Days
132-52	V-SA-ISDN-VCU	Signal Acquisition ISDN (@ 384 kbps) per hour	\$100.00	1 Year	7 Days
132-52	V-SA-IP-VCU	Signal Acquisition IP Based Videoconference (Per Hour)	\$100.00	1 Year	7 Days
132-52	V-SA-VYVX	Signal Acquisition VYVX Fiber per hour (Includes Local Routing)	\$700.00	1 Year	7 Days
132-52	V-SA-SONIC	Signal Acquisition Sonic Fiber per hour	\$440.00	1 Year	7 Days
132-52	V-SA-SAT-DNLNK	Signal Acquisition Satellite Down Link per hour	\$250.00	1 Year	7 Days
132-52	V-SA-TRUCK	Signal Acquisition Uplink Truck (10 Hour Day)- CONUS	\$3,300.00	1 Year	7 Days
132-52	V-SA-TRNSP-KU-D	Signal Acquisition Transponder Time per hr., Digital	\$990.00	1 Year	7 Days
132-52	V-SA-TRNSP-C-A	Signal Acquisition Transponder Time per hour, Analog	\$400.00	1 Year	7 Days
132-52	V-ENG-1CAM	ENG Camera Crew, 1 Beta Camera, 2 Crew, Beta Deck	\$2,500.00	1 Year	7 Days
132-52	V-ENG-2CAM	ENG Camera Crew, 2 Beta Camera, 3 Crew, Beta Deck	\$3,500.00	1 Year	7 Days
132-52	HELP-DESK-HR-FIRST-LINE	Help Desk Event Support. First Support Line/First Hour	\$280.00	1 Year	7 Days

132-52	HELP-DESK-HR-ADDL-LINE	Help Desk Event Support. First Line/First Hour	\$180.00	1 Year	7 Days
132-52	HELP-DESK-ADDL-HOUR	Help Desk Event Support. Additional Hour (per hour)	\$120.00	1 Year	7 Days
132-52	INTL-PER-MIN-A	Intl Dial-Out Charges per min - Group A (Western Europe, Japan, Australia, Hong Kong, Philippines, New Zealand, Mexico, Malaysia, South Korea, Singapore, Israel, Hong Kong). Charges start from Dial-Out including pre-event setup.	\$0.60	1 Year	7 Days
132-52	INTL-PER-MIN-B	International Dial-Out Charges per minute- Group B (Eastern Europe, Russia, China, Taiwan, Thailand, Ukraine)	\$0.76	1 Year	7 Days
132-52	INTL-PER-MIN-C	International Dial-Out Charges per minute- Group C (Central America, Latin America, Caribbean (except Cuba), India, Europe-Mobile, Turkey, UAE, Saudi Arabia, South Africa) Charges start from Dial-Out including pre-event setup.	\$1.20	1 Year	7 Days
132-52	INTL-PER-MIN-D	International Dial-Out Charges per minute- Group D (ROW) Charges start from Dial-Out including pre-event setup.	\$2.20	1 Year	7 Days
132-52	AFTER-HOURS	After hours Premium (Other than 7 AM to 9 PM ET, M-F)	\$150.00	1 Year	7 Days
132-52	A-LBF-SH	Audio Event later ordering fee for standard hours events. After 4 PM ET the business day prior to the Event.	\$100.00	1 Year	7 Days
132-52	A-LBF-AH	Audio Event Late Ordering Fees for After Hours Events	\$100.00	1 Year	7 Days
132-52	A-RESCHED-SH	Audio Event Rescheduling Fees for Standard hour Events. After 4 PM ET the business day prior to the event. Any rescheduled event after the deadline and being moved to an EARLIER time, will incur the Late Ordering Fee.	\$100.00	1 Year	7 Days
132-52	A-RESCHED-AH	Audio Event Rescheduling Fees for After Hours Events After 12 Noon ET the business day prior to Event. Any rescheduled event after the deadline and being moved to an EARLIER time, will incur the Late Ordering Fee.	\$100.00	1 Year	7 Days
132-52	A-CXL-SH	Audio Event Cancellation Fees for Standard Hour Events. After 4 PM ET the business day prior to the event. In an audio event s not cancelled by the event's start time, then the event will be billed at full price.	\$100.00	1 Year	7 Days
132-52	A-CXL-AH	Audio Event Cancellation Fees for After Hour Events After 12 Noon ET the business day prior to the event. If an audio event is not cancelled by the event's start time, then event the event will be billed at full price.	\$100.00	1 Year	7 Days
132-52	V-LBF	Video Event Later Ordering Fee for less than 24 hours before event excluding weekends and National Holidays	\$200.00	1 Year	7 Days
132-52	V-RESCHED	Video Event Rescheduling Fees less than 24 hours before event excluding weekends and holidays.	\$200.00	1 Year	7 Days
132-52	V-CXL	Video Event Cancellation Fees less than 24 Hours before event excluding weekends and National Holidays. Note: If a Video event is not cancelled by the event's start time, then the event will be billed at full price.	\$225.00	1 Year	7 Days

AUDIO WEBCAST SERVICES - MULTI-ROOM MEETINGS

The Multi-Room Meeting Audio Webcasting service is ideal for multi-track conferences and meetings. Events include PowerPoint slide capability with and on-site audio technician.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	A-MULTIROOM-FIRST	First Room, up to 9 hour day	\$1,250.00	1 Year	7 Days
132-52	A-MULTIROOM-ADDL RM	Each additions room, up to a 9 hour day	\$950.00	1 Year	7 Days

WEB CONFERENCE SERVICES

WEB CONFERENCES: Onstream Web Conferencing provides a web-based application that allows presenters to share their desktop;

including documents and applications to anyone, located anywhere, using only a Web browser. Globally dispersed workgroups can manage and collaborate on projects. Users can conduct presentations and demonstrations without leaving the office.

Web Conference Features include:

- Desktop and application sharing for any application
- White board for drawing and notes
- Lead participants through Web tours
- Supports full PPT animations and transitions
- Create live polls and display results

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	WCNF- PER MIN-WITH CALL-U.S.	Web Conference <i>with</i> a Telephone Conference Bridge. Includes Reservationless Audio Conference Bridge within the US. Add Canadian Call Surcharge for calls to Canada.	\$0.14	1 Year	7 Days
132-52	CONF-CALL-PER MIN-U.S.	Audio Conference Call, Reservationless calls within the U.S. Add Canadian Call Surcharge for calls to Canada.	\$0.07	1 Year	7 Days
132-52	CONF-CALL-CANADA-SURCHARGE.	Canadian Call Surcharge for calls to Canada. Surcharge applies to WCNF- PER MIN-WITH CALL-U.S. and CONF-CALL-PER MIN-U.S. (above)	\$0.05	1 Year	7 Days
132-52	CONF-WEB-EVENT-MONTHLY	Monthly Per Room Web Event Package - Up to 100 Participants.	\$75.00	1 Year	7 Days
132-52	CONF-WEB-EVENT-YEARLY	Yearly Per Room Web Event Package - Up to 100 Participants	\$750.00	1 Year	7 Days
132-52	CONF-WEB-	Monthly Per Seat Pricing, Min. 2 Seats - Up to 100 Seats	\$34.00	1 Year	7 Days

	TIER-PER SEAT - MONTHLY				
132-52	CONF-WEB-PER-PER SEAT-YEAR	Yearly Per Seat Pricing, Min. 2 Seats - Up to 100 Seats	\$340.00	1 Year	7 Days

AUDIO CODEC BRIDGING/TRANSCODING SERVICE - ISDN

ISDN Audio Bridging allows connections between incompatible ISDN Audio codecs...

, that is, codecs that cannot interoperate directly. Service comprises placing one or more ISDN B-channel data calls to each of the participants of the session, using terminal equipment that is compatible with that at each participant's location and interconnecting the various audio channels so that the participants enjoy a bi-directional connection with their counterparts. Depending on the equipment, the number of audio channels, and audio quality requested by the client, from one to eight B-channels may be employed per connection leg.

Ordering includes two components: Service charges as detailed in the Bridging Service Rates below, plus Telephone Charges per ISDN B-channel for each leg of the bridge connection as detailed in the connection Rate Schedule below. Rates vary by destination: Domestic US, Canada, Mexico, Europe, Asia.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	BRIDGE-BILLED-AFFIL-ASSOC	Bridging Service - Affiliate or Associate to Non-Affiliate or Associate Regular Hours Per 1/2 Hour 7AM to 6PM (PT) M-F Billed to Affiliate or Associate	\$40.00	1 Year	2 Days
132-52	BRIDGE-BILLED-NAF	Bridging Service - Affiliate or Associate to Non-Affiliate or Associate Regular Hours Per 1/2 Hour 7AM to 6PM (PT) M-F Billed to Non-Affiliate	\$60.00	1 Year	2 Days
132-52	BRIDGE-MINIMUM-CHARGE	Bridging Service - Minimum Charge	\$60.00	1 Year	2 Days
132-52	BRIDGING-SURCHARGE	Bridging Service - After Regular Hours	\$80.00	1 Year	2 Days
	ISDN TRANSPORT - DOMESTIC				
132-52	CLASS-1-US	MPEG Mono or Jt Stereo @ 20kHz (2 B Channels) per minute	\$0.80	1 Year	2 Days
132-52	CLASS-2-2-US	APT-X/128 Mono @ 15kHz (2 B Channels) per minute	\$0.56	1 Year	2 Days
132-52	CLASS-2-3-US	APT-X/384 Mono @ 20kHz (3 B Channels) per minute	\$0.84	1 Year	2 Days
132-52	CLASS-2-4-US	APT 128kbs, Discreet Stereo @ 15kHz (4 B Channels) per minute	\$1.12	1 Year	2 Days
132-52	CLASS-2-6-US	APT Discrete Stereo @ 20kHz (6 B Channels) per minute	\$1.68	1 Year	2 Days
132-52	CLASS-3-US	Dolby Discrete Stereo @ 20kHz (4 B Channels) per minute	\$1.60	1 Year	2 Days
	ISDN TRANSPORT - CANADA				
132-52	CLASS-1-CANADA	MPEG Mono or Jt Stereo @ 20kHz (2 B Channels) per minute	\$1.20	1 Year	2 Days
132-52	CLASS-2-2-CANADA	APT-X/128 Mono @ 15kHz (2 B Channels) per minute	\$0.80	1 Year	2 Days

132-52	CLASS-2-3-CANADA	APT-X/384 Mono @ 20kHz (3 B Channels) per minute	\$1.20	1 Year	2 Days
132-52	CLASS-2-4-CANADA	APT 128kbs, Discreet Stereo @ 15kHz (4 B Channels) per minute	\$1.60	1 Year	2 Days
132-52	CLASS-2-6-CANADA	APT Discrete Stereo @ 20kHz (6 B Channels) per minute	\$2.40	1 Year	2 Days
132-52	CLASS-3-CANADA	Dolby Discrete Stereo @ 20kHz (4 B Channels) per minute	\$2.40	1 Year	2 Days
132-52	CLASS-1-EUROPE-ME	MPEG Mono or Jt Stereo @ 20kHz (2 B Channels) per minute	\$4.00	1 Year	2 Days
132-52	CLASS-2-2-EUROPE-ME	APT-X/128 Mono @ 15kHz (2 B Channels) per minute	\$3.60	1 Year	2 Days
132-52	CLASS-2-3-EUROPE-ME	APT-X/384 Mono @ 20kHz (3 B Channels) per minute	\$5.40	1 Year	2 Days
132-52	CLASS-2-4-EUROPE-ME	APT 128kbs, Discreet Stereo @ 15kHz (4 B Channels) per minute	\$7.20	1 Year	2 Days
132-52	CLASS-2-6-EUROPE-ME	APT Discrete Stereo @ 20kHz (6 B Channels) per minute	\$10.80	1 Year	2 Days
132-52	CLASS-3-EUROPE-ME	Dolby Discrete Stereo @ 20kHz (4 B Channels) per minute	\$8.00	1 Year	2 Days
	ISDN TRANSPORT - ASIA-ROW				
132-52	CLASS-1-ASIA-ROW	MPEG Mono or Jt Stereo @ 20kHz (2 B Channels) per minute	\$5.20	1 Year	2 Days
132-52	CLASS-2-2-ASIA-ROW	APT-X/128 Mono @ 15kHz (2 B Channels) per minute	\$4.56	1 Year	2 Days
132-52	CLASS-2-3-ASIA-ROW	APT-X/384 Mono @ 20kHz (3 B Channels) per minute	\$6.84	1 Year	2 Days
132-52	CLASS-2-4-ASIA-ROW	APT 128kbs, Discreet Stereo @ 15kHz (4 B Channels) per minute	\$9.12	1 Year	2 Days
132-52	CLASS-2-6-ASIA-ROW	APT Discrete Stereo @ 20kHz (6 B Channels) per minute	\$13.68	1 Year	2 Days
132-52	CLASS-3-ASIA-ROW	Dolby Discrete Stereo @ 20kHz (4 B Channels) per minute	\$9.60	1 Year	2 Days

SMART ENCODE SERVICES: STORE & STREAM

Smart Encoding is a video digitization process that automatically incorporated meta tagging for subsequent indexing and search capability. Digital Asset Management Storing and Streaming services are billed on a Monthly rate based upon actual Request usage. A "Request" is any user that accesses the stored content, for instance, one access to view a streaming video.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	SE-S&S-TIER1-MONTHLY	SE Store&Stream: Tier 1 - Up to 50,000 MB Streamed, 5 GB Storage, 250K Requests. Charge is per month.	\$1,125.00	1 Year	14 Days
132-52	SE-S&S-TIER2-MONTHLY	SE Store&Stream: Tier 2 - Up to 100,000 MB Streamed, 10 GB Storage, 500K Requests. Charge is per month.	\$2,250.00	1 Year	14 Days
132-52	SE-S&S-TIER3-MONTHLY	SE Store&Stream: Tier 3 - 200,000 MB Streamed, 10 GB Storage, 1MM Requests. Charge is per month.	\$3,750.00	1 Year	14 Days
132-52	SE-S&S-TIER4-MONTHLY	SE Store&Stream: Tier 4 - 400,000 MB Streamed, 10 GB Storage, 2.5MM Requests. Charge is per month.	\$6,750.00	1 Year	14 Days

132-52	SE-S&S-TIER5-MONTHLY	SE Store&Stream: Tier 5 - 1 MM streamed, 10 GB Storage, 5MM Requests. Charge is per month.	\$12,000.00	1 Year	14 Days
132-52	SE-S&S-TIER6-MONTHLY	SE Store&Stream: Tier 6 - 2 MM MB Streamed, 10 GB Storage, 10MM Requests. Charge is per month.	\$20,250.00	1 Year	14 Days
132-52	SE-S&S-TIER7-MONTHLY	SE Store&Stream: Tier 7 - 3 MM MB Streamed, 10 GB Storage, 25MM Requests. Charge is per month.	\$31,500.00	1 Year	14 Days

SMART ENCODE SERVICES - APPLICATION HOSTING ONLY

Smart Encoding is a video digitization process that automatically incorporated meta tagging for subsequent indexing and search capability.

Digital Asset Management Application Hosting Only is for customers that provide their own storage and streaming. Application Hosting includes: Staging Site, Content Administration, Virage VS Publishing transaction requests per Tier, Redundant Data Center.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	SE-AH-TIER2-MONTHLY	SE Application Hosting Only- Tier 2 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 250K Requests	\$950.00	1 Year	14 Days
132-52	SE-AH-TIER2-MONTHLY	SE Application Hosting Only- Tier 2 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 500K Requests	\$1,500.00	1 Year	14 Days
132-52	SE-AH-TIER3-MONTHLY	SE Application Hosting Only-Tier 3 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 1MM Requests	\$2,625.00	1 Year	14 Days
132-52	SE-AH-TIER4-MONTHLY	SE Application Hosting Only-Tier 4 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 2.5MM Requests	\$4,500.00	1 Year	14 Days
132-52	SE-AH-TIER5-MONTHLY	SE Application Hosting Only-Tier 5 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 5MM Requests	\$7,500.00	1 Year	14 Days
132-52	SE-AH-TIER6-MONTHLY	SE Application Hosting Only-Tier 6 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 10MM Requests	\$13,125.00	1 Year	14 Days
132-52	SE-AH-TIER7-MONTHLY	SE Application Hosting Only-Tier 7 – Applications, Infrastructure, Basic Support, Transaction Requests, Reporting, 25MM Requests	\$22,500.00	1 Year	14 Days

SMART ENCODE- EXCESS STORAGE & REQUESTS

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO

132-52	SE-STOR-PER-GIG-PER-MONTH	Excess storage fees per Gigabyte per Month	\$7.50	1 Year	7 Days
132-52	SE-STRM-PER-GIG-PER-MONTH	Excess streaming fees per Gigabyte per Month	\$7.50	1 Year	7 Days
132-52	SE-REQUESTS-PER-MONTH	Excess request charges per Month - each	\$0.0075	1 Year	7 Days

SMART ENCODE- ENCODING & PRODUCTION SERVICES

Smart Encoding is a video and/or audio digitization process that automatically incorporates meta-tagging for subsequent indexing and search capability.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	SE-ENCODE-PROJECT-SETUP	Basic Encode and VDF Creation, Project Prep and Setup, Encode from Tape or Air. Includes Keyframe Extraction, and Closed Caption.	\$450.00	1 Year	14 Days
132-52	SE-BASE-ENCODE-FEE	Basic SmartEncode Prep and Set-up. Encode from Tape or Air.	\$37.50	1 Year	14 Days
	Encode Real & Windows Media formats and VDF Creation - per minute				
132-52	SE-ENCODE-1F2B	Encode: 1 format, 2 bitrate, plus VDF-Per Min	\$1.00	1 Year	14 Days
132-52	SE-VDF-SPEECH-TEXT	VDF: Add Speech-to-Text metadata per min	\$0.75	1 Year	14 Days
132-52	SE-VDF-OCR	VDF: Add Optical Character Recognition metadata per minute	\$0.40	1 Year	14 Days
132-52	SE-VDF-FACIAL	VDF: Add Facial Recognition metadata per minute	\$0.40	1 Year	14 Days
132-52	SE-ENCODE-2F2B	Encode: Additional Format, 2 bitrates, Per Minute	\$0.55	1 Year	14 Days
132-52	SE-ENCODE-ADDBIT	Encode: Each Additional bitrate (per format), Per Minute	\$0.28	1 Year	14 Days
	Encode QuickTime format and VDF Creation - Per Minute				
132-52	SE-ENCODE-QUICKA	Encode: QuickTime, 2 bitrates, plus VDF - per Minute	\$1.90	1 Year	14 Days
132-52	SE-ENCODE-QUICKB	Encode: QuickTime, Additional Bitrate, per minute	\$1.90	1 Year	14 Days
	Encode MPEG-1 and VDF Creation - Per Minute				
132-52	SE-ENCODE-MPEGA	Encode: MPEG1, 1.5Mbps, plus VDF- Per Minute	\$3.75	1 Year	14 Days
132-52	SE-ENCODE-MPEGB	Encode: MPEG1, 3Mbps, plus VDF - Per Minute	\$6.00	1 Year	14 Days
	Digital Media File Ingest into VDF (No Encodes) - Per File			1 Year	14 Days
132-52	SE-BASE-FILE-INDEX-FEE	Base VDF Creation: Project Prep and Setup. Encode from Digital Media File. Includes Keyframe Extraction.	\$37.50	1 Year	14 Days

	Ingest and VDF-Creation - Per Minute				
132-52	SE-FILE-INDEX-CODEC	Digital File Indexing: R, Win, MPEG1, QT, Per Min	\$0.56	1 Year	14 Days

SMART ENCODE SERVICES HOSTING & STREAMING

Smart Encoding is a video digitization process that automatically incorporated meta tagging for subsequent indexing and search capability. Digital Asset Management Storing and Streaming services are billed on a Monthly rate based upon actual Request usage. A "Request" is any user that accesses the stored content, for instance, one access to view a streaming video.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	SE-EDIT-COPY&PASTE-SETUP	Copy and Paste Only. Includes first 10 fields.	\$60.00	1 Year	14 Days
132-52	SE-EDIT-STD-SETUP	Standard Editorial (Any Creative, Write/Research fields in file)	\$22.50	1 Year	14 Days
132-52	SE-EDIT-SYNCH-SETUP	MediaSynch Service, per file Setup	\$22.50	1 Year	14 Days
132-52	SE-EDIT-COPY&PASTE-ADD	Each additional group of 10 copy and paste fields	\$3.75	1 Year	14 Days
132-52	SE-EDIT-STD	Any Creative (write/research) field up to 10 fields total, per min.	\$3.20	1 Year	14 Days
132-52	SE-EDIT-STD-ADD	Each additional Editorial Services field, per minute	\$0.38	1 Year	14 Days
132-52	SE-EDITORIAL-SYNCH	MediaSync Service, Per Minute	\$3.20	1 Year	14 Days
132-52	SE-TRANSCRIPT-SETUP	Any Transcription Service, Per File Setup	\$22.50	1 Year	14 Days
132-52	SE-TRANSCRIPT-TIME	Time-accurate Transcription per minute (12 minute minimum)	\$4.15	1 Year	14 Days
132-52	SE-TRANSCRIPT-ALIGN	Time-align exist. transcript: no edits/spell check, per minute (12 minute minimum)	\$1.13	1 Year	14 Days
132-52	SE-TRANSCRIPT-ONLY	Transcription only per minute (12 minute minimum)	\$3.38	1 Year	14 Days
132-52	SE-FTP-DELIVER	FTP Delivery of video files, Per File	\$15.00	1 Year	14 Days
132-52	SE-CD-DELIVERY	CD Delivery of video files, Per CD	\$30.00	1 Year	14 Days
132-52	SE-DVD-DELIVERY	DVD Delivery of video files, Per DVD	\$150.00	1 Year	14 Days

DIGITAL MEDIA SERVICES PLATFORM (DMSP)

QUICKCAST

A QuickCast is a self-generated Audio Webcast with PowerPoint slides...

a speaker photo and indexing capability. They are ideal for training, e-learning, and broad-based communications.

To create a QuickCast, the user enters the web-based application, uploads the slides and delivers the webcast over a telephone connection that is for ease-of-use.

Once recorded, the Quickcast is published to the web and is provisioned a URL for distributions to the target audience.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
	QUICKCAST				
132-52	DMSP-QUICKCAST-SUB	Monthly Subscription to Quickcast includes 1 GB of stored presentations and 500 views per month,	\$32.00	1 Year	7 Days
132-52	DMSP-QUICKCAST-ADD-100-VIEWS	For each additional 100 views or part per month	\$5.60	1 Year	7 Days

DIGITAL MEDIA SERVICES PLATFORM (DMSP)

STORE AND STREAM

The Digital Media Services Platform (DMSP) Store and Stream services are ideal for storing and streaming your audio and video content.

Capability includes Windows Media files, Real Player Files, QuickTime files and Flash Files. The STORE AND STREAM package includes a 1 GB base amount of monthly storage space and streaming, with a provision for purchasing overages.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	DMSP-S&S-SUB	Store and Stream Account. Monthly subscription. Ability to Store Content and Publish to the Web. Includes 3 user passwords AND 1GB Store and 1GB Stream	\$80.00	1 Year	7 Days
132-52	DMSP-S&S-SETUP	Setup fee for Store and Stream	\$80.00	1 Year	7 Days
132-52	DMSP-S&S-ADD-SUB	Additional user passwords per month	\$8.00	1 Year	7 Days
132-52	DMSP-S&S-ONLY-FLASH-STORAGE-GB	Monthly Flash Storage Per GB (Min. 1 GB)	\$40.00	1 Year	7 Days
132-52	DMSP-H&S-FLASH-STREAM-GB	Monthly Flash Streaming Per GB (Min. 1 GB)	\$12.00	1 Year	7 Days
132-52	DMSP-S&S-ADDL-STORAGE	Monthly Storage Per GB (Min. 1 GB)	\$5.60	1 Year	7 Days
132-52	DMSP-H&S-ADDL-STREAM	Monthly Streaming Per GB (Min. 1 GB)	\$5.60	1 Year	7 Days

DIGITAL MEDIA SERVICES PLATFORM

EXECUTIVE PRESENTATION PLATFORM

The Digital Media Services Platform (DMSP) is an integrated application services platform that allows the user, through a web-based user interface, the ability to create, manage, distribute, publish and/or sell many types of digital media content (e.g., PDFs, Microsoft Office Documents, Graphics, Photos, Audio, Video, Web Conferences, etc...).

The EXECUTIVE PRESENTATION PLATFORM (EPP) component of the DMSP provides a facility to manage content at the file level. The EPP package comes with a base of 2 GB of storage and 2 GB of streaming. Additional storage and streaming can be purchased as separate line items.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	DMSP-EPP-SUBSCRIPTION	One Monthly Subscription to EPP. Include 1 user password and 1 Quickcast Account. All Accounts have access to Index Photo, Ancillary Services, and also 1 Publish to Storefront.	\$120.00	1 Year	14 Days
		The EPP Package Includes:			
		1 Named User			
		1 QuickCast Account			
		2 Storage - GB			
		2 Streaming - GB			
		1 Storefront			
		100 Custom Categories			
		10 Custom Fields			
		10 Usage Reports			
		50 Media Objects			
		2500 Requests			
		200 Registered End Users			
132-52	DMSP- EPP – SETUP	Net Setup Fees	\$100.00	1 Year	14 Days
132-52	DMSP-EPP-ADD-USER	Add Named Users	\$12.00	1 Year	14 Days
132-52	DMSP-EPP-ADD-QUICKCAST	Add Quickcast Accounts (Must be a named user)	\$12.00	1 Year	14 Days
132-52	DMSP- EPP -ADD-STOR	Storage - GB	\$5.60	1 Year	14 Days
132-52	DMSP- EPP -ADD-STREAM	Streaming - GB	\$5.60	1 Year	14 Days
132-52	DMSP-EPP-FLASH STORE-GB	Monthly Flash Storage per GB	\$40.00	1 Year	14 Days
132-52	DMSP- EPP - FLASH -STRM-GB	Monthly Flash Streaming per GB	\$12.00	1 Year	14 Days
132-52	DMSP- EPP - CUSTOM-CAT	Custom Categories	\$0.035	1 Year	14 Days
132-52	DMSP- EPP - CUSTOM-FIELD	Custom Fields	\$0.70	1 Year	14 Days
132-52	DMSP- EPP - USAGE-REPORT	Usage Reports	\$0.35	1 Year	14 Days
132-52	DMSP- EPP - MEDIA-OBJECT	Media Objects	\$0.07	1 Year	14 Days
132-52	DMSP-EPP-REQUESTS	Requests	\$0.0018	1 Year	14 Days
132-52	DMSP-EPP-REG-END-USER	Registered End Users	\$0.049	1 Year	14 Days
132-52	DMSP-EPP-TRANS-FEE	Transaction Fee	4%	1 Year	14 Days

DIGITAL MEDIA SERVICES PLATFORM

PROFESSIONAL

The Digital Media Services Platform (DMSP) is an integrated application services platform that allows the user, through a web-based user interface, the ability to create, manage, distribute, publish and/or sell many types of digital media content (e.g., PDFs, Microsoft Office Documents, Graphics, Photos, Audio, Video, Web Conferences, etc...).

The PROFESSIONAL PLATFORM (PRO) component of the DMSP is a highly secure, full featured Digital Asset Management service that provides a facility to manage content at the fully indexed metadata level. The PRO package comes with a base of 5 GB of storage and 5 GB of streaming. Additional storage and streaming can be purchased as separate line items.

SIN	PART NUMBER	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY PERIOD	DELIVERY ARO
132-52	DMSP-PRO-SUBSCRIPTION	Monthly Subscription	\$200.00	1 Year	14 Days
		The PRO Package Includes:			
		1 Named User			
		1 QuickCast Account			
		5 Storage – GB			
		5 Streaming – GB			
		1 Storefront			
		100 Custom Categories			
		10 Custom Fields			
		10 Usage Reports			
		50 Media Objects			
		2500 Requests			
		200 Registered End Users			
132-52	DMSP-PRO-SETUP	Net Setup Fees	\$250.00	1 Year	14 Days
132-52	DMSP- PRO -ADD-USER	Add Named Users	\$39.60	1 Year	14 Days
132-52	DMSP- PRO -ADD-QUICKCAST	Add QuickCast Accounts (Must be a named user)	\$12.00	1 Year	14 Days
132-52	DMSP- PRO -ADD-STOR	Storage - GB	\$5.43	1 Year	14 Days
132-52	DMSP- PRO -ADD-STREAM	Streaming - GB	\$5.43	1 Year	14 Days
132-52	DMSP- PRO - FLASH STORE-GB	Monthly Flash Storage per GB	\$40.00	1 Year	14 Days
132-52	DMSP- PRO - FLASH -STRM-GB	Monthly Flash Streaming per GB	\$12.00	1 Year	14 Days
132-52	DMSP- PRO - CUSTOM-CAT	Custom Categories	\$0.035	1 Year	14 Days
132-52	DMSP- PRO - CUSTOM-FIELD	Custom Fields	\$0.70	1 Year	14 Days
132-52	DMSP- PRO - USAGE-REPORT	Usage Reports	\$0.35	1 Year	14 Days
132-52	DMSP- PRO - MEDIA-OBJECT	Media Objects	\$0.07	1 Year	14 Days
132-52	DMSP- PRO – REQUESTS	Requests	\$0.0018	1 Year	14 Days
132-52	DMSP- PRO - REG-END-USER	Registered End Users	\$0.049	1 Year	14 Days

132-52	DMSP- PRO - TRANS-FEE	Transaction Fee	4%	1 Year	14 Days

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Onstream Media Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

George Stemper

Tel: 954-917-6655

Fax: 954-917-0575

gstemper@onstreammedia.com

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.