



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA
 Department of General Services - Office of Procurement
PURCHASE ORDER

| | | |
|---------------------------|-------------|-------------|
| Purchase Order No. | Rev. | Date |
| 61959 | | 3/ 3/2008 |

| | | | | |
|---------------------|-------------------------|----------------------|------------------|----------------------|
| Supplier No. | Solicitation No. | Delivery Date | FOB Point | Invoice Terms |
| 791118 | 56733 | As Specified | Destination | N45 |

| | | | | | | | | | | |
|--|--|---|---------------------------------|--------------------------|-----------------|-------|-------|-------|---|--|
| PAPER THIN 300 CONGRESS ST STE 303 QUINCY, MA 02169 Attn: MIKE O'CONNOR Phone: 617-471-4440 | S DEPT TOXIC SUBSTANCES h T CONTROL i O 1001 I STREET, RM 103 P SACRAMENTO, CA 95814 Attn: KATHY HALLETT | C TOXIC SUBSTANCES T-01 h T ACCOUNTING/KATHY HALLETT r O PO BOX 806 g e SACRAMENTO CA 95812-0806 | | | | | | | | |
| | <table border="1"> <tr> <td>Agency Billing</td> <td>Agency Purchase Estimate</td> <td>Purchase Estimate</td> <td>Revision</td> </tr> <tr> <td>82830</td> <td>70311</td> <td>67049</td> <td>0</td> </tr> </table> | Agency Billing | Agency Purchase Estimate | Purchase Estimate | Revision | 82830 | 70311 | 67049 | 0 | |
| | Agency Billing | Agency Purchase Estimate | Purchase Estimate | Revision | | | | | | |
| 82830 | 70311 | 67049 | 0 | | | | | | | |
| <table border="1"> <tr> <td>Agency Contact</td> <td>Phone</td> <td>Date Received</td> </tr> <tr> <td>PAMELA RAE JOHNSON</td> <td>916-327-4491</td> <td></td> </tr> </table> | Agency Contact | Phone | Date Received | PAMELA RAE JOHNSON | 916-327-4491 | | | | | |
| Agency Contact | Phone | Date Received | | | | | | | | |
| PAMELA RAE JOHNSON | 916-327-4491 | | | | | | | | | |

| Item No. | Quantity | Unit | Commodity Code | Description | Unit Price | Extension |
|---|----------|------|-----------------|--|------------|-----------|
| <p><u>TERMS AND CONDITIONS:</u></p> <p>THE ATTACHED STATEMENT OF WORK CONSISTING OF TWO (2) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 http://www.pd.dgs.ca.gov/modellang/genprovit.htm</p> <p>Information Technology Software License Special Provisions (Effective 01/21/2003) http://www.pd.dgs.ca.gov/modellang/Software%20Special%20Provisions%2001-21-03.htm</p> | | | | | | |
| 1 | 1 | EA | 7090-000-0003-7 | SOFTWARE LICENSE COMMONSPOT ENTERPRISE EDITION LICENSE SUBSCRIPTION RENEWAL | 9,200.0000 | 9,200.00 |
| 2 | 1 | EA | 9091-250-0051-6 | SOFTWARE SUPPORT COMMONSPOT READ ONLY PRODUCTION SERVER LICENSE SUBSCRIPTION RENEWAL | 2,050.0000 | 2,050.00 |
| Total Value: | | | | | | 11,250.00 |
| <p><u>NOTE:</u></p> <p>There will be no tax charged against this Purchase Order.</p> | | | | | | |

Sales and/or use tax to be extra unless noted above

| | | |
|----------------------------|-----------------------|------------|
| Buyer DIANA MERCADO | Phone 916-375-4430 | BOC Number |
|----------------------------|-----------------------|------------|

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

| <i>Purchase Order No.</i> | <i>Revision</i> | <i>Date</i> | <i>Supplier No.</i> | <i>Supplier Name</i> |
|---------------------------|-----------------|-------------|---------------------|----------------------|
| 61959 | | 3/3/2008 | 791118 | PAPER THIN |

| <i>Item No.</i> | <i>Quantity</i> | <i>Unit</i> | <i>Commodity Code</i> | <i>Description</i> | <i>Unit Price</i> | <i>Extension</i> |
|---|-----------------|-------------|-----------------------|--------------------|-------------------|------------------|
| <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 39600308290356</p> | | | | | | |

Department of Toxic Substances Control
Office of Environmental Information Management

STATEMENT OF WORK

CommonSpot Content Server

This Statement of Work ("Agreement") reflects the services to be provided by PaperThin, Inc., hereinafter referred to as the "Contractor" for the Department of Toxic Substances Control, hereinafter referred to as the "State".

SCOPE

PaperThin will provide an annual Software Subscription Service for CommonSpot Content Server to the State. The following shall apply to the annual subscription service.

- PaperThin shall make available to the State all Enhancements (as defined in the License Agreement) that are made available publicly, including Hot Fixes, Service Packs, Minor Upgrades and Major Upgrades that are released during the subscription period, provided the State has paid in full the annual Subscription Fee.

The Contractor will provide Support Services for CommonSpot Content Server. The following shall apply to the Support Service provided:

- The State shall have access to PaperThin's Free On-line Support Services, such as Tech Notes, Document Library, FAQ, Discussion forums and Webinars via Licensor's Web site, as outlined in Attachment 4 of the License Agreement.
- Upon payment for the Annual Subscription Service, PaperThin shall provide to the State ten (10) support points.
- The State may at its option, purchase additional Support Points from PaperThin according to the State's support needs at the then-current Support Point price. Support Points will be charged based on the desired level of responsiveness and the medium in which the response is given (i.e. phone, email). Use of Support Points is outlined in Attachment 4 of the Software License Agreement.
- PaperThin shall provide assistance and advice to two (2) designated State representatives, via either telephone and/or electronic support as may be reasonably requested by the State, necessary to assist in the resolution of technical "How To" Support Incidents related to the Licensed Software.
- Support Services shall be available 5x12 (excluding published holidays). PaperThin reserves the right to change the pricing of and/or resources provided with Support upon thirty days written notice. Notice may be given through electronic email or email newsletter announcements.

PERIOD OF PERFORMANCE

The term of this Agreement will be effective upon the date the Purchase Order is signed through December 28, 2008.

BILLING INFORMATION

The Contractor shall submit invoices (including the purchase order number) to the following address:

Department of Toxic Substances Control
PO Box 806
Sacramento, CA 95812-0806
Attn: Kathy Hallett, OEIM

POINTS OF CONTACT

Contractor Primary Contact:

Mike O'Connor, Account Manager
300 Congress Street, Suite 303
Quincy, MA 02169
(617) 471-4440 ext. 226
moconnor@paperthin.com

State Primary Contact:

Ron Troyer, Chief Applications Development and Support Unit
PO Box 806
Sacramento, CA 95812-0806
(916) 445-9547
rtroyer@dtsc.ca.gov

All maintenance renewal notices shall be sent to the State's Primary Contact.

TERMINATION

The State shall have the right to terminate maintenance upon delivery of written notice at least thirty (30) calendar days prior to any scheduled renewal date.