



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

**MULTIPLE AWARD SCHEDULE CONTRACT FOR  
OFFICE MANAGEMENT LARGE CATEGORY**

**Electronic Records Management Solutions  
SIN 518210ERM PSC R617**

Contract Number:  
**47QSMA18D08PK  
A812 12 June 2020**

Contract Period:  
**4/6/2018 – 4/5/2023**

**Active Navigation, Inc.  
11720 Plaza America Drive Suite 150  
Reston, VA 20190**

Business Size: **Small**  
DUNS Number: **14-397-5295**

**Contact: [sales@activenavigation.com](mailto:sales@activenavigation.com)**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>®</sup>, a menu-driven database system. The Internet address for GSA *Advantage!*<sup>®</sup> is: <https://www.gsaadvantage.gov/>.

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## Ordering Instructions/Terms and Conditions

**1a. Authorized Special Item Numbers (SINs)**

518210ERM Electronic Records Management Solutions

**1b. Lowest priced model number and lowest unit price for that model for each SIN awarded in the contract.**

See attached authorized price lists.

**2. Maximum order**

\$1,000,000.00 unless otherwise authorized by GSA and the ordering agency

**3. Minimum order**

\$100.00

**4. Geographic coverage (Delivery Area)**

Contractor will provide worldwide delivery of software and services.

**5. Point(s) of production**

Software and services delivered from CONUS and OCONUS locations in Great Britain and Australia.

**6. Discount from list prices or statement of net price**

Government prices are net (any discounts have already been taken from the published price list). Additional discounts may be offered at the task order level based on quantity, location, and/or scope of work.

**7. Quantity discounts**

None offered.

**8. Prompt payment terms**

None. Payment terms are Net 30.

**9a. Annotate if Government commercial credit card is accepted**

YES  NO

Government purchase cards are accepted at or below the micro-purchase threshold.

**9b. Discount for payment by Government commercial credit card**

None

**10. Foreign items (list items by country of origin)**

All software solutions on the attached authorized price list developed and maintained in Great Britain.

**11a. Time of delivery**

Active Navigation will adhere to the delivery schedule as specified in each order.

**11b. Expedited Delivery**

Contact Contractor to arrange expedited delivery of software and services.

**11c. Overnight and 2-day delivery**

Contact Contractor to arrange overnight delivery of software.

**11d. Urgent Requirements**

Contact Contractor with accelerated delivery requirements.

**12. F.O.B. Point(s)**

Destination

**13. Ordering addresses and procedures:**

Active Navigation, Inc.  
11720 Plaza America Drive Suite 150  
Reston, VA 20190  
Phone: +1(571) 346-7607  
Fax: +1(703) 260-1753

Email: [sales@activenavigation.com](mailto:sales@activenavigation.com)

**14. Payment address – Paper Checks – Regular Mail**

Active Navigation, Inc.  
11720 Plaza America Drive Suite 150  
Reston, VA 20190-3223

**Via wire transfer**

HSBC National Bank USA  
ABA/Routing Number: 055003492  
Account Number: 438016734

**15. Warranty provision**

90 days for software solutions.

- 16. Export packing charges, if applicable** N/A
- 17. Terms and conditions of Government purchase card acceptance (if applicable)** N/A
- 18. Terms and conditions of rental, maintenance, and repair (if applicable)** N/A
- 19. Terms and conditions of installation** N/A
- 20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices** N/A
- 21. List of service and distribution points** N/A
- 22. List of participating dealers** N/A
- 23. Preventive maintenance (if applicable)** N/A
- 24. Year 2000 (Y2K) Compliant** Yes
- 25. (a) Environmental attributes, e.g., recycled content, energy efficiency, and or reduced pollutants** N/A
- 24. (b) Section 508 compliance**

Active Navigation software solutions conform to WCAG 2.0 Level AA in compliance with Section 508 standards.

**26. Data Universal Number System (DUNS) Number**

14-397-5295; Small Business

**27. Notification regarding registration in Central Contractor Registration (CCR/SAM) database**

Active Navigation, Inc. maintains an active registration in the System for Award Management (SAM).

## Vendor Certification for SIN 518210ERM --- Electronic Records Management Solutions

For the purposes of the MAS for SIN 518210ERM, eleven (11) specific elements of Electronic Records Management (ERM) Services have been identified. These 11 elements are fully defined and the corresponding requirements are identified in the Universal Electronic Records Management Requirements attachment to the solicitation. These requirements have been established and are administered by the National Archives & Records Administration (NARA).

Vendors may provide any combination of the 11 elements of ERM Services; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this certification. **Vendors should include a completed copy of this certification in their published GSA catalog to illustrate their ERM capabilities.**

Active Navigation, Inc.  
11720 Plaza America Drive Suite #150  
Reston, VA 20190  
GSA Contract No. 47QSMA18D08PK

### **Proposed Elements of Electronic Records Management Services:**

[Select all that apply]

- Element 1 - Desktop Applications
- Element 2 - Electronic Messages
- Element 3 - Social Media
- Element 4 - Cloud Services
- Element 5 - Websites
- Element 6 - Digital Media (Photo)
- Element 7 - Digital Media (Audio)
- Element 8 - Digital Media (Video)
- Element 9 - Databases
- Element 10 - Shared Drives
- Element 11 - Engineering Drawings

[Offeror Name] hereby certifies that we are capable of meeting all standards described in the Universal Electronic Records Management Requirements attachment for each of the sections of ERM Services we have proposed, as indicated above.



Offeror (To be signed only by **authorized principal**, with authority to bind the undersigned contractor)

Peter Baumann  
Name (Printed)

CEO, Director  
Title

15 June 2020  
Date

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## Active Navigation Discovery Center SIN 518210ERM Electronic Records Management Software Solutions

Active Navigation is an industry-leading file and records analysis software solution provider serving clients worldwide in government and the private sector. Active Navigation's Discovery Center suite enables large organizations to take control of their unstructured data to comply with records management, privacy, and related information governance requirements. Discovery Center can support petabyte-scale analysis requirements as well as provide cost-effective analysis for data volumes under five terabytes. Active Navigation offers three Discovery Center solutions for electronic records and document management use cases:

### Content Compliance Solution

Content Compliance enables organizations to identify and remediate ROT data—Redundant, Obsolete, and Trivial files—which have no business value or records retention requirements. ROT data wastes storage space and creates digital clutter that obscures records and other valuable data. The solution is also used to identify and remediate sensitive data, which should not be stored on network drives, or at the least should not be in shared folders. Sensitive data includes personally-identifiable information (PII) such as Social Security Numbers, multiple identity fields, credit card numbers, files containing logon IDs and passwords, and restricted use or classified information.

### Intelligent Migration Solution

Intelligent Migration enables organizations to prepare and migrate their document and records files from network drives into modern records or document management systems, along with metadata about the files. The solution also can create metadata fields and associated rules and use them to auto-categorize files into records retention schedules or other business taxonomies. A mapping and migration function enables rapid restructuring of file share folders through drag-and-drop action. Connectors enable interoperability with SharePoint, Exchange, Office365, OpenText Content Server, Google G-Suite, and other repositories.

### Content Governance Solution

Content Governance enables organizations to pro-actively monitor the compliance of their content with their information governance policies. Records can be managed in place in the absence of a separate records management system. Files are managed in a continuous cycle, automatically applying policies and notifying data owners about scheduled actions or compliance issues as part of a repeatable and defensible information governance process. Management reporting aggregates information from multiple Discovery Center instances to provide a consolidated view of unstructured data from multiple repository types across the enterprise.

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## Equipment Compatibility

Discovery Center solutions have supporting software and hardware requirements that are detailed in the Discovery Center Installation Guide available from Active Navigation upon request. These requirements are summarized as follows.

### Software Requirements

Discovery Center solutions consist of Active Navigation-developed component applications and supporting services provided by Microsoft software products. These include:

- Discovery Center, which is a web application delivered through Microsoft Internet Information Services (IIS) running on Microsoft Windows Server. IIS is the only web application server supported. The ordering agency must supply IIS and Windows Server (supported versions are listed on the Active Navigation support portal).
- Microsoft SQL Server Database, Standard or Enterprise versions. SQL Server is the only database supported. The SQL Server versions supported are listed on the Active Navigation support portal. SQL Server Express is not supported. The ordering agency must supply SQL Server. Shared SQL Server environments are supported.
- Microsoft SQL Server Analysis Services (SSAS), an analysis package that is part of the SQL Server suite, is required for solution reporting. The ordering agency must supply SSAS, which is included with SQL Server Standard and Enterprise versions.

### Hardware Requirements

Discovery Center can be flexibly deployed on several hardware configurations including 1) a single server hosting Discovery Center, SQL Server, and SSAS, suitable for analyzing up to 25 terabytes of data; 2) two servers, one hosting Discovery Center and the other hosting SQL and SSAS; and 3) three servers on which Discovery Center, SQL, and SSAS are hosted separately. The latter two configurations are suitable for analyzing up to 50 terabytes of data. For larger data volumes, additional Discovery Center instances are recommended. The servers for all components have minimum hardware requirements including:

- Processor: 64-bit quad core
- RAM: 4 GB, with additional RAM based on project requirements
- Hard Disk: 100 GB with additional disk space required based on project requirements

Discovery Center performs well in virtualized and cloud environments.

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## SIN 518210ERM Software Product Authorized Price List

Active Navigation software licenses are priced according to:

- Solution
- Data volume
- License type
- Optional connectors

**Solution:** Active Navigation offers three solutions focused different records and document management use cases, which are individually priced so customers can license only the functionality that they need.

**Data Volume:** The second pricing factor is the volume of data to be analyzed and managed, in terabyte quantities, using Active Navigation. The price schedule has banded pricing such that as data volumes increase, the price per terabyte decreases. The data volume pricing bands are represented by the rows in the pricing tables and are additive.

**License Type:** Active Navigation software can be licensed on a 12-month subscription basis, or on a traditional perpetual license basis. Perpetual licenses have an associated annual software maintenance and support license fee. The licenses can be deployed on premise or in the cloud. Active Navigation does not now offer a Software as a Service (SaaS) solution in the cloud.

**Connectors:** Optional connector technology is available for licensing that enables Active Navigation software to interoperate through bi-directional communication with various document and records management repositories such as SharePoint, OpenText Content Server, Office365 and OneDrive, and Google G Suite. The file system connector is included as a feature of all Discovery Center solutions.

These four pricing factors are represented in the authorized software product price list, presented in the tables below.

### 12-Month Term Subscription License Prices

Subscription licenses are for a 12-month term and include software upgrades and product support. Documentation supplied with each license includes digital copies of an Installation Guide and a User Guide. Licensees can register for the Active Navigation support portal to access software updates and knowledge base articles during the license term. Consecutive term licenses are eligible to be converted to a perpetual license in accordance with GSA requirements and the conversion schedule described in the Enterprise User License Agreement included in this pricing document.

## Table of 12-Month Term Subscription License Prices

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY (DAYS)
518210 ERM	Active Navigation	AN-CONT-COMP-TER-A	Content Compliance Term (Up to 10TB)	Band A 12-month term, Content Compliance up to 10 TB	18,892	90
518210 ERM	Active Navigation	AN-CONT-COMP-TER-B	Content Compliance Term (11-50TB)	Band B 12-month term, Content Compliance 11-50 TB, price per TB	907	90
518210 ERM	Active Navigation	AN-CONT-COMP-TER-C	Content Compliance Term (51-100TB)	Band C 12-month term, Content Compliance 51-100 TB, price per TB	756	90
518210 ERM	Active Navigation	AN-CONT-COMP-TER-D	Content Compliance Term (101-1,000 TB)	Band D 12-month term, Content Compliance 101-1000 TB, price per TB	605	90
518210 ERM	Active Navigation	AN-CONT-COMP-TER-E	Content Compliance Term (>1,000 TB)	Band E 12-month term, Content Compliance >1,000 TB, price per TB	416	90
518210 ERM	Active Navigation	AN-INT-MIG-TER-A	Intelligent Migration (Up to 10TB)	Band A 12-month term, Intelligent Migration up to 10 TB	34,005	90
518210 ERM	Active Navigation	AN-INT-MIG-TER-B	Intelligent Migration (11-50TB)	Band B 12-month term, Intelligent Migration 11-50 TB, price per TB	2,872	90
518210 ERM	Active Navigation	AN-INT-MIG-TER-C	Intelligent Migration (51-100TB)	Band C 12-month term, Intelligent Migration 51-100 TB, price per TB	1,814	90
518210 ERM	Active Navigation	AN-INT-MIG-TER-D	Intelligent Migration Term (101-1,000TB)	Band D 12-month term, Intelligent Migration 101-1000 TB, price per TB	1,134	90
518210 ERM	Active Navigation	AN-INT-MIG-TER-E	Intelligent Migration Term (>1,000TB)	Band E 12-month term, Intelligent Migration >1000 TB, price per TB	756	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-A	Content Governance Term (Up to 5TB)	Band A 12-month term, Content Governance up to 5 TB	30,227	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-B	Content Governance Term (6-10TB)	Band B 12-month term, Content Governance 6-10 TB, price per TB	4,534	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-C	Content Governance Term (11-50TB)	Band C 12-month term, Content Governance 11-50 TB, price per TB	3,778	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-D	Content Governance Term (51-100TB)	Band D 12-month term, Content Governance 51-100 TB, price per TB	2,267	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-E	Intelligent Migration Term (101-1,000TB)	Band E 12-month term, Intelligent Migration 101-1000 TB, price per TB	1,511	90
518210 ERM	Active Navigation	AN-CONT-GOV-TER-F	Intelligent Migration Term (>1,000TB)	Band F 12-month term, Intelligent Migration >1000 TB, price per TB	1,134	90

518210 ERM	Active Navigation	AN-SP-CONN-TER	SP Connector T	SharePoint Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-EXCH-CONN-TER	EX Connector T	Exchange Connector, 12-month term	8,001	90
518210 ERM	Active Navigation	AN-OT-CONN-TER	OT Connector T	OpenText Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-ALF-CONN-TER	AL Connector T	Alfresco Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-BOX-CONN-TER	BX Connector T	Box Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-DROP-CONN-TER	DB Connector T	DropBox Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-DCTM-CONN-TER	DM Connector T	Documentum Connector, 12-month term	8,051	90
518210 ERM	Active Navigation	AN-GSUITE-CONN-TER	GS Connector T	GSuite Connector, 12-month term	8,051	90

## Perpetual License Prices

Documentation supplied with each perpetual license includes digital copies of an Installation Guide and a User Guide. Licensees can register for the Active Navigation support portal to access software updates and knowledge base articles. Licensees with an active annual software maintenance and support agreement can access the portal and receive support.

### Table of Perpetual License Prices

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY (DAYS)
518210 ERM	Active Navigation	AN-CONT-COMP-PER-A	Content Compliance Perpetual (Up to 10TB)	Band A perpetual license, Content Compliance up to 10 TB	32,116	90
518210 ERM	Active Navigation	AN-CONT-COMP-PER-B	Content Compliance Perpetual (11-50TB)	Band B perpetual license, Content Compliance 11-50 TB, price per TB	1,542	90
518210 ERM	Active Navigation	AN-CONT-COMP-PER-C	Content Compliance Perpetual (51-100TB)	Band C perpetual license, Content Compliance 51-100 TB, price per TB	1,285	90
518210 ERM	Active Navigation	AN-CONT-COMP-PER-D	Content Compliance Perpetual (101-1,000 TB)	Band D perpetual license, Content Compliance 101-1,000 TB, price per TB	1,020	90
518210 ERM	Active Navigation	AN-CONT-COMP-PER-E	Content Compliance Perpetual (>1,000 TB)	Band E perpetual license, Content Compliance >1,000 TB, price per TB	718	90
518210 ERM	Active Navigation	AN-INT-MIG-PER-A	Intelligent Migration Perpetual (Up to 10TB)	Band A perpetual license, Intelligent Migration up to 10 TB	57,809	90
518210 ERM	Active Navigation	AN-INT-MIG-PER-B	Intelligent Migration Perpetual (11-50TB)	Band B perpetual license, Intelligent Migration 11-50 TB, price per TB	4,882	90
518210 ERM	Active Navigation	AN-INT-MIG-PER-C	Intelligent Migration Perpetual (51-100TB)	Band C perpetual license, Intelligent Migration 51-100 TB, price per TB	3,803	90
518210 ERM	Active Navigation	AN-INT-MIG-PER-D	Intelligent Migration Perpetual (101-1,000 TB)	Band D perpetual license, Intelligent Migration 101-1,000 TB, price per TB	1,927	90
518210 ERM	Active Navigation	AN-INT-MIG-PER-E	Intelligent Migration Perpetual (>1,000 TB)	Band E perpetual license, Intelligent Migration >1,000 TB, price per TB	1,285	90
518210 ERM	Active Navigation	AN-CONT-GOV-PER-A	Content Governance Perpetual (Up to 5TB)	Band A perpetual license, Content Governance up to 5 TB	51,385	90
518210 ERM	Active Navigation	AN-CONT-GOV-PER-B	Content Governance Perpetual (6 to 10TB)	Band B perpetual license, Content Governance 6-10 TB, price per TB	7,708	90

518210 ERM	Active Navigation	AN-CONT-GOV-PER-C	Content Governance Perpetual (11-50TB)	Band C perpetual license, Content Governance 11-50 TB, price per TB	5,139	90
518210 ERM	Active Navigation	AN-CONT-GOV-PER-D	Content Governance Perpetual (51-100TB)	Band D perpetual license, Content Governance 51-100 TB, price per TB	3,363	90
518210 ERM	Active Navigation	AN-CONT-GOV-PER-E	Content Governance Perpetual (101-1,000 TB)	Band E perpetual license, Content Governance 101-1,000 TB, price per TB	2,116	90
518210 ERM	Active Navigation	AN-CONT-GOV-PER-F	Content Governance Perpetual (>1,000 TB)	Band F perpetual license, Content Governance >1,000 TB, price per TB	1,360	90
518210 ERM	Active Navigation	AN-SP-CONN-PER	SP Connector P	SharePoint Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-EXCH-CONN-PER	EX Connector P	Exchange Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-OT-CONN-PER	OT Connector P	OpenText Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-ALF-CONN-PER	AL Connector P	Alfresco Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-BOX-CONN-PER	BX Connector P	Box Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-DROP-CONN-PER	DB Connector P	DropBox Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-DCTM-CONN-PER	DM Connector P	Documentum Connector, perpetual license	13,602	90
518210 ERM	Active Navigation	AN-GSUITE-CONN-PER	GS Connector P	GSuite Connector, perpetual license	13,602	90

## Annual Maintenance for Perpetual License Prices

Licensees with an active annual software maintenance and support agreement can access the Active Navigation support portal to access software updates and knowledge base articles and receive support.

Table of Annual Maintenance for Perpetual License Prices

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	GSA PRICE	WARRANTY (DAYS)
518210 ERM	Active Navigation	AN-CONT-COMP-MAINT-A	Content Compliance Maint (Up to 10TB)	Band A 12 months maintenance and support, Content Compliance up to 10 TB	6,423	90
518210 ERM	Active Navigation	AN-CONT-COMP-MAINT-B	Content Compliance Maint (11-50TB)	Band B 12 months maintenance and support, Content Compliance 11-50 TB, price per TB	308	90
518210 ERM	Active Navigation	AN-CONT-COMP-MAINT-C	Content Compliance Maint (51-100TB)	Band C 12 months maintenance and support, Content Compliance 51-100 TB, price per TB	257	90
518210 ERM	Active Navigation	AN-CONT-COMP-MAINT-D	Content Compliance Maint (101-1,000 TB)	Band D 12 months maintenance and support, Content Compliance 101-1,000 TB, price per TB	215	90
518210 ERM	Active Navigation	AN-CONT-COMP-MAINT-E	Content Compliance Maint (>1,000 TB)	Band E 12 months maintenance and support, Content Compliance >1,000 TB, price per TB	178	90
518210 ERM	Active Navigation	AN-INT-MIG-MAINT-A	Intelligent Migration Maint (Up to 10TB)	Band A 12 months maintenance and support, Intelligent Migration up to 10 TB	11,562	90
518210 ERM	Active Navigation	AN-INT-MIG-MAINT-B	Intelligent Migration Maint (11-50TB)	Band B 12 months maintenance and support, Intelligent Migration 11-50 TB, price per TB	976	90
518210 ERM	Active Navigation	AN-INT-MIG-MAINT-C	Intelligent Migration Maint (51-100TB)	Band C 12 months maintenance and support, Intelligent Migration 51-100 TB, price per TB	617	90

518210 ERM	Active Navigation	AN-INT-MIG-MAINT-D	Intelligent Migration Maint (101-1,000 TB)	Band D 12 months maintenance and support, Intelligent Migration 101-1,000 TB, price per TB	385	90
518210 ERM	Active Navigation	AN-INT-MIG-MAINT-E	Intelligent Migration Maint (>1,000 TB)	Band E 12 months maintenance and support, Intelligent Migration >1,000 TB, price per TB	257	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-A	Content Governance Maint (Up to 5TB)	Band A 12 months maintenance and support, Content Governance up to 5 TB	10,277	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-B	Content Governance Maint (6 to 10TB)	Band B 12 months maintenance and support, Content Governance 6-10 TB, price per TB	1,542	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-C	Content Governance Maint (11-50TB)	Band C 12 months maintenance and support, Content Governance 11-50 TB, price per TB	1,028	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-D	Content Governance Maint (51-100TB)	Band D 12 months maintenance and support, Content Governance 51-100 TB, price per TB	673	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-E	Content Governance Maint (101-1,000 TB)	Band E 12 months maintenance and support, Content Governance 101-1,000 TB, price per TB	423	90
518210 ERM	Active Navigation	AN-CONT-GOV-MAINT-F	Content Governance Maint (>1,000 TB)	Band F 12 months maintenance and support, Content Governance >1,000 TB, price per TB	272	90
518210 ERM	Active Navigation	AN-SP-CONN-MAINT	SP Connector M	SharePoint Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-EXCH-CONN-MAINT	EX Connector M	Exchange Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-OT-CONN-MAINT	OT Connector M	OpenText Connector, 12 months maintenance and support	2,720	90

518210 ERM	Active Navigation	AN-ALF-CONN-MAINT	AL Connector M	Alfresco Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-BOX-CONN-MAINT	BX Connector M	Box Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-DROP-CONN-MAINT	DB Connector M	DropBox Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-DCTM-CONN-MAINT	DM Connector M	Documentum Connector, 12 months maintenance and support	2,720	90
518210 ERM	Active Navigation	AN-GSUITE-CONN-MAINT	GS Connector M	GSuite Connector, 12 months maintenance and support	2,720	90

## Right to Copy Pricing

Ordering agencies under a current license agreement have the right to copy Discovery Center software as a backup to their installed software at no charge. Alternatively, they may download a backup copy of the software from the support portal.

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## SIN 518210ERM Labor Categories

Active Navigation offers full life cycle services to implement our software product suite to achieve customer objectives for electronic records management solutions under SIN 518210ERM. Services include:

- Strategic and project planning for implementing Active Navigation Discovery Center software in support of information governance and records management objectives
- System architecture design and integration with existing document and records management systems
- Installation and configuration of Discovery Center software
- Constructing rules-based records retention schedules in Discovery Center Workbench
- Constructing other rules-based records and file-related metadata fields
- Implementing the system core functionality
  - File indexing and reporting
  - File cleansing of obsolete and duplicative data
  - Identification of sensitive data
  - Identification and auto-categorization of records
- Facilitating workshops for business and data owners to review reports and make decisions about file status and disposition
- Providing consultation on information management policies to promote compliance
- Taking action on files to carry out data owner decisions, including deletion, quarantine, tagging as a record, tagging with metadata values
- Migrating files and metadata from network file shares to records management systems or enterprise content management repositories
- Managing records in place through automated indexing and reporting
- Establishing and operating ongoing file and record monitoring programs to ensure compliance with records management and related information governance policies
- Training customer staff to implement Discovery Center software and processes
- Documenting project results; documenting repeatable implementation processes.

Our services are deployed in direct support of the services requirements of SIN 518210ERM. They reflect lifecycle Electronic Records Management Services helping agencies 1) ensure records have the necessary context and structure, and 2) preserve records as necessary and execute disposition. Our services also support File Organization and Maintenance Services for organizing electronic documents and metadata for transfer to NARA. A strength of our service is the creation of metadata and applying it to auto-categorize records into retention schedules; including metadata describing the context, content, and structure of the records.

Services are delivered under three labor categories:

- Installation and Configuration Specialist
- Records Data Mining Specialist I
- Records Data Mining Specialist II

The functional responsibilities and qualification requirements are listed in the table below.

**Table of Labor Categories, Functional Responsibilities, and Qualifications**

SIN	Title	Functional Responsibilities	Minimum Years of Experience	Minimum Education Level
518210 ERM	Installation and Configuration Specialist	<ul style="list-style-type: none"> <li>• Perform system architecture design and integration with existing technical infrastructure</li> <li>• Install, configure, and test Active Navigation software</li> <li>• Advise customer IT staff on configuration requirements for existing infrastructure including IIS, SQL Server, SSAS, Windows Server AD</li> <li>• Configure connectors to integrate with records and document management system repositories including SharePoint, OpenText, Google Drive, Exchange, O365</li> <li>• Troubleshoot and resolve technical issues that may arise</li> </ul>	5	BA/BS Computer Science or related
518210 ERM	Records Data Mining Specialist I	<ul style="list-style-type: none"> <li>• Project planning</li> <li>• Implementing system core functionality of indexing, reporting</li> <li>• Facilitating workshops of data owners for decision making on file disposition</li> <li>• Editing rules-based metadata fields</li> <li>• Taking actions on files at file owner direction</li> <li>• Documenting project results</li> <li>• Training customer staff to implement Active Navigation software and processes</li> </ul>	5	BA/BS Computer Science or Library Science
518210 ERM	Records Data Mining Specialist II	<ul style="list-style-type: none"> <li>• Project planning</li> <li>• Implementing system core functionality</li> <li>• Facilitating workshops of data owners</li> <li>• Providing consultation on information management policies</li> <li>• Constructing rules-based records retention schedules</li> <li>• Constructing metadata fields and associated extraction rules using classifications, keywords, content pattern matching, Boolean logic, and data facets</li> <li>• Taking actions on files</li> <li>• Developing file migration plans and migrating files from source to destination repository</li> <li>• Establishing ongoing file and record monitoring programs</li> <li>• Documenting project results</li> <li>• Training customer staff to implement Active Navigation software and processes</li> </ul>	8	BA/BS Computer Science or Library Science

## SIN 518210ERM Hourly Labor Rates

Table of Hourly Labor Rates

SIN	Category	To 4/5/19	4/5/20	4/5/21	4/5/22	4/5/23
518210ERM	Installation and Configuration Specialist	158.69	162.66	166.72	170.89	175.16
518210ERM	Records Data Mining Specialist I	158.69	162.66	166.72	170.89	175.16
518210ERM	Records Data Mining Specialist II	219.14	224.62	230.23	235.99	241.89

## SIN 518210ERM Training Course Description and Prices

Active Navigation offers two structured training courses.

- System Operational Training** covers core Discovery Center functionality of index configuration and creation, reporting, markup, actions including file remediation and file migration. It also includes an introduction to metadata creation, auto-categorization, and taxonomy creation. System operations are covered including system setup, configuration, and administration. The course also covers file analysis project design and management.
- File Categorization Modeling** covers metadata design in depth including use of keywords, file facets, Boolean logic, regular expressions, and classifications to construct extraction rules and calculated fields for metadata creation and file auto-categorization. Out of the box rules are examined and custom rules are developed. Training includes introduction to the Discovery Center Workbench tool for rules-based taxonomy construction and file system migration mapping.

Table of Training Course Prices

Course	Length (days)	Min Participants	Max Participants	Price
System Operational Training	2	1	10	\$3,778
File Categorization Modeling	2	1	5	\$3,778

Training is ordinarily conducted on customer site using customer data. Training participants typically use their own laptop or desktop computers to login for hands-on practice using the system.

Custom training programs can be designed and delivered.

Travel expenses for trips outside the Washington, DC area for training and services are Active Navigation GSA MAS Contract 47QSMA18D08PK for SIN 518210ERM

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billed separately.

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## Software Terms and Conditions - MAS - Solicitation - 3FNJ-C1-00001-B (Refresh #48)

The following terms and conditions apply to all vendors proposing software and related services under MAS Solicitation 3FNJ-C1-00001-B. Once approved by the MAS Contracting Officer, the negotiated terms should be incorporated into the contractor's published catalog. Note that these terms and conditions may be further negotiated at the order level by the ordering agency Contracting Officer.

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### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### 2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

### 3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

**SOFTWARE PERFORMANCE WARRANTY.** Active Navigation warrants that the Software will perform in substantial accordance with its accompanying technical documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by software not licensed to Customer by Active Navigation, use of the Software other than in accordance with the technical documentation, or misuse of the Software. The warranty only covers problems reported to Active Navigation during the warranty period or 30 days after. Customer will cooperate with Active Navigation in resolving any warranty claim. Active Navigation will use commercially reasonable efforts to remedy covered warranty claims within a reasonable period of time or replace the Software, or if Active Navigation cannot do so it will refund to Customer the license fee paid. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND ACTIVE NAVIGATION'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.

**DISCLAIMER OF WARRANTIES. ACTIVE NAVIGATION DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE AND USE MAY BE INTERRUPTED.**

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no

implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

#### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

Technical support help desk telephone services operate based upon customer's licensed region as follows:

- **United Kingdom and Europe:** 9 am to 5 pm Greenwich Mean Time, Monday – Friday excluding public holidays
- **United States:** 8 am to 7 pm Central Time, Monday – Friday excluding public holidays
- **Asia Pacific:** 9 am to 5 pm Australian Eastern Time, Monday – Friday excluding public holidays

Response time performance is measured based upon the above operating hours.

Support e-mail available 24X7X365: support@activenavigation.com

Support phone:

- United States: +1-888-75-ACTIVENAV (1-888-752-2848)
- United Kingdom and Europe: +44 845-094-9609
- Asia Pacific: +61-399996626

#### 5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

- Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

- Software Maintenance as a service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and

is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service should be submitted to the ordering agency on a quarterly or monthly basis (or as otherwise specified by the ordering activity), after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

## 6. PERIODS OF TERM LICENSES AND SOFTWARE MAINTENANCE

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

Note: The phrase, "Term Licenses and/or Maintenance" in the preceding paragraphs may need to be revised in order to be consistent with the Offeror's proposal; e.g., if only software maintenance is offered, all references to "term licenses" should be deleted from the preceding paragraphs.

## 7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days (or as otherwise specified by the ordering activity), for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 35 % of all term license payments during the period that the software was under a term license within the ordering activity.

## 8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 36 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

Note: Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the MAS-awarded terms and conditions, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 9. UTILIZATION LIMITATIONS

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
  - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's

database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

- (3) Except as is provided in paragraph 9.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

## **10. SOFTWARE CONVERSIONS:**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

## **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory

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explanation of the modules and documentation which are offered.

**12. RIGHT-TO-COPY PRICING**

The Contractor shall propose pricing for right-to-copy licenses.

## ACTIVE NAVIGATION INC. ENTERPRISE USER LICENSE AGREEMENT (EULA)

NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4 takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract 47QSMA18D08PK. The language of Clause 552.212-4(w) *Commercial Supplier Agreements – Unenforceable Clauses* shall be deemed incorporated into all commercial supplier agreements associated with Contract 47QSMA18D08PK.

This agreement is between Active Navigation, Inc. a Delaware corporation (Active Navigation) and the ordering activity entering into this agreement (Customer), effective as of the date of the last signature below. The Active Navigation software, updates, documentation and license keys provided to Customer (Software) are licensed and are not sold.

1. **SCOPE.** This agreement describes the licensing of the Software and support services.
2. **LICENSE.** Subject to the other terms of this agreement, Active Navigation grants Customer, under an order, a non-exclusive, non-transferable license for the duration specified and up to the license capacity purchased to:
  - a. Use the Software only in Customer’s internal business operations; and
  - b. Make one copy of the Software for archival and backup purposes.

Third party contractors acting as agents of Customer may use and access the Software under the terms of this agreement. Customer is responsible for contractor compliance with the terms of this agreement.

3. **RESTRICTIONS.** Customer may not:
  - a. Transfer, assign, sublicense, rent the Software, create derivative works of the Software, or use it in any type of service provider environment;
  - b. Reverse engineer, decompile, disassemble, or translate the Software.
4. **PAYMENT.** Customer will pay all fees within 30 days of receipt of an invoice, unless otherwise provided on an order.
5. **PROPRIETARY RIGHTS AND MUTUAL CONFIDENTIALITY.**
  - a. **Proprietary Rights.** The Software, workflow processes, user interface, designs, know-how and other technologies provided by Active Navigation as part of the Software are the proprietary property of Active Navigation and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Active Navigation and its licensors. The Software is protected by copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark or other notice from the Software or Documentation. Active Navigation reserves all rights not expressly granted.
  - b. **Mutual Confidentiality.** Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this agreement.

**Confidential Information** means all information that is disclosed to the recipient (**Recipient**) by the discloser (**Discloser**), and includes, among other things:

- any and all information relating to products or services provided by a Discloser, software code, flow charts, techniques, specifications, and software roadmap;
- as to Active Navigation the Software and Documentation.

**Confidential Information** *excludes* information that:

- was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser;
- is or becomes a matter of public knowledge through no fault of Recipient;
- is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or
- is independently developed by or for Recipient without use or access to the Confidential Information.

Recipient may disclose Confidential Information if required by law, but it will attempt to provide notice to the Discloser in advance so it may seek a protective order. Each party acknowledges that any misuse of the other party's Confidential Information may cause irreparable harm for which there is no adequate remedy at law. Either party may seek immediate injunctive relief in such event.

6. **WARRANTY.**

a. **SOFTWARE PERFORMANCE WARRANTY.** Active Navigation warrants that the Software will perform in substantial accordance with its accompanying technical documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by software not licensed to Customer by Active Navigation, use of the Software other than in accordance with the technical documentation, or misuse of the Software. The warranty only covers problems reported to Active Navigation during the warranty period or 30 days after. Customer will cooperate with Active Navigation in resolving any warranty claim. Active Navigation will use commercially reasonable efforts to remedy covered warranty claims within a reasonable period of time or replace the Software, or if Active Navigation cannot do so it will refund to Customer the license fee paid. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY, AND ACTIVE NAVIGATION'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.

b. **DISCLAIMER OF WARRANTIES. ACTIVE NAVIGATION DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE AND USE MAY BE INTERRUPTED.**

7. **TERMINATION.** This agreement expires at the end of the license period specified in the order. Either party may terminate this agreement upon a material breach of the other party after a 30-day notice/cure period, if the breach is not cured during such time period. Upon termination of this agreement or a license, Customer must discontinue using the Software, de-install and destroy or return the Software and all copies, within 5 days. Upon Active Navigation's request, Customer will provide written certification of such compliance.

8. **ANNUAL SUPPORT.** Active Navigation's annual technical support and Software maintenance (**Support**) may be purchased under an order by Customers with perpetual licenses. Support may be provided in subsequent years if Customer and Active Navigation agree on the support renewal for that year. Support is provided for Customers with term licenses during the license period. Support is provided under the Support policies then in effect. Active Navigation may change its Support terms, but Support will not materially degrade during any Support term. More details on Support are located on **Exhibit A** which is incorporated into this agreement for all purposes.

9. **LIMIT ON LIABILITY.** There may be situations in which (as a result of material breach or other liability) Customer is entitled to make a claim against Active Navigation. In each situation (regardless of the form of the legal action (e.g. contract or tort claims)), Active Navigation is not responsible for any damage and does not have any liability beyond the greater of the amount paid or payable by Customer to Active Navigation within the 12 months prior to the event that gave rise to the claim. Even if it knows of the possibility of such damage or liability, in no circumstance is Active Navigation responsible for any: loss of, or damage to, data or

information; lost profits, revenue, or productivity; or other special, consequential, incidental or indirect damages.

10. **DEFENSE OF THIRD PARTY CLAIMS.** Active Navigation will defend or settle any third-party claim against Customer to the extent that such claim alleges that the Software violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Active Navigation of the claim in writing, cooperates with Active Navigation in the defense, and allows Active Navigation to solely control the defense or settlement of the claim. **Costs.** Active Navigation will pay infringement claim defense costs incurred as part of its obligations above, and Active Navigation negotiated settlement amounts, and court awarded damages. **Process.** If such a claim appears likely, then Active Navigation may modify the Software, procure the necessary rights, or replace it with the functional equivalent. If Active Navigation determines that none of these are reasonably available, then Active Navigation may terminate the Software and refund (as applicable) any prepaid and unused fees subscription license, Support and service fees and the license fee for perpetual licenses (amortized over a 5-year period from the date of the order). **Exclusions.** Active Navigation has no obligation for any claim arising from: Active Navigation's compliance with Customer's specifications; A combination of the Software with other technology where the infringement would not occur but for the combination; or Technology not provided by Active Navigation. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND ACTIVE NAVIGATION'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

11. **GOVERNING LAW AND EXCLUSIVE FORUM.** This agreement is governed by Federal laws (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any action arising out of this Agreement shall be subject to the exclusive jurisdiction of the Federal Court in the Eastern District of Virginia. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The parties agree that the Uniform Computer Information Transactions Act (UCITA) as implemented in Virginia or any other state shall not apply to this Agreement.

#### 12. PERIODS OF TERM LICENSES AND SOFTWARE MAINTENANCE

- c. The standard period for term licenses is twelve (12) months. The standard period for software maintenance for perpetual licenses is twelve (12) months.
- d. Annual Funding. When annually appropriated funds are cited on an order for term licenses or maintenance on perpetual licenses, the period of the term licenses or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first, if requested by the Customer. In such cases, renewal of the term licenses or maintenance orders citing the new appropriation shall be required for the remainder of the term.
- e. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

#### 13. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- a. Conversion credits which are provided shall, within the terms of this Agreement, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- b. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- c. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 35 % of all term license payments during the period that the software was under a term license within the ordering activity.

#### 14. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 36 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

Note: Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the MAS-awarded terms and conditions, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

#### 15. SOFTWARE CONVERSIONS:

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### 16. OTHER TERMS.

- a. **Entire Agreement.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding.
- b. **Assignment.** Customer may not assign, delegate, sublicense, or otherwise transfer any of its rights under this Agreement without the prior written consent of Active Navigation. Active Navigation may not assign its rights under this Agreement without Government approval consistent with the procedures outlined in FAR 42.1204 and FAR 52.212-4(b).
- c. **Enforceability.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect.

- d. **Survival of Terms and Force Majeure.** All terms that by their nature survive termination of this agreement for each party to receive the benefits and protections of this agreement, will survive. Neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.
- e. **Compliance Audit.** No more than once in any 12-month period and upon at least 30 days notice, Active Navigation (or its representative) may audit Customer’s usage of the Software at any Customer facility. Customer will cooperate with such audit. Customer agrees to pay within 30 days of written notification any fees applicable to Customer’s use of the Software in excess of the license.
- f. **Modification Only in Writing.** No modification or waiver of any term of this agreement is effective unless signed by both parties.
- g. **Export Compliance.** Each party will comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.
- h. **US GOVERNMENT Restricted Rights.** The Software and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. government or any agency thereof is subject to restrictions as set forth in subparagraph (c)(I)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 C.F.R. 52.227-19, as applicable.
- i. If any part of this Agreement and the terms and conditions of the GSA MAS for SIN 581210ERM is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.
- j. This Agreement and the terms and condition of the GSA MAS for SIN 581210ERM together constitute the entire agreement between the parties concerning Licensee's use of the Software and supersede any and all communications, representations, and arrangements, whether written or oral concerning the subject matter hereof and Licensee hereby acknowledges that no reliance is placed on any representations made but not embodied in this Agreement. This Agreement may only be modified or supplemented in a writing signed by both parties. No purchase order, other ordering document or any hand written or typewritten text issued by Licensee which purports to modify or supplement the text of this Agreement shall add to or vary the terms of this Agreement unless signed by both parties. This Agreement is hereby executed on behalf of the parties on the date last below written.

----- <b>For and on behalf of Licensee</b>	<b>Active Navigation Inc.</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Printed Name:</b>	<b>Printed Name:</b>
<b>Title:</b>	<b>Title:</b>
<b>Date:</b>	<b>Date:</b>

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<b>Address:</b>	<b>Address:</b> 11720 Plaza America Drive, Suite 150, Reston, Virginia 20190
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## EXHIBIT A TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE

### 1. TECHNICAL SUPPORT

Technical support service assists Customer technical personnel to troubleshoot problems that prevent the Software from functioning properly.

#### Support Request Tickets

Customer technical personnel can submit support request tickets on a 24 X 7 X 365 basis via e-mail to: [support@activenavigation.com](mailto:support@activenavigation.com) Customer technical personnel can view ticket status and responses by registering for an account at the support portal: <https://support.activenavigation.com>

#### Telephone Support Services

Technical support telephone services operate based upon Customer's licensed region as follows:

- **United States:** 8 am to 7 pm Eastern Time, Monday – Friday excluding public holidays
- **United Kingdom and Europe:** 9 am to 5 pm Greenwich Mean Time, Monday – Friday excluding public holidays
- **Asia Pacific:** 9 am to 5 pm Australian Eastern Time, Monday – Friday excluding public holidays

Response time performance is measured based upon the above operating hours.

Support phone numbers are:

- United States: 1-888-752-2848
- United Kingdom and Europe: +44 845-094-9609
- Asia Pacific: +61-399996626

#### Support Resources

The support portal provides access to the following resources for registered users:

- **Knowledgebase:** The product knowledgebase is added to continually to provide an up to date source of articles to help address known issues and common network problems. The knowledgebase also contains sample rules for Customer adaptation to meet specific project needs.
- **Downloads:** Licensed product Software, patches/updates, and product documentation are available for download.
- **Product News:** All product news articles can be browsed.
- **Ticket/Issue Management:** Users can review their own tickets, update ticket properties, and manage ticket status.

#### Problem Resolution Process

All problems and queries raised under the support plan are handled as tickets by the technical support team. Each ticket describes the problem or question that needs to be resolved and is used by the team to ensure problem resolution as quickly as possible. The resolution process is designed with the following work flow:

1. Customer reviews support knowledge base for self-service troubleshooting.
2. Customer needing assistance opens a ticket by e-mail or phone.
3. Support system responds with automatic acknowledgement of support request.

4. Support team assigns a support engineer.
5. Assigned engineer reviews request and prepares initial response.
6. Customer submits log files or supplemental information as requested by engineer.
7. Engineer confirms/reproduces the problem and issues immediate workaround if available.
8. If additional work is required for resolution, engineer provides periodic status updates.
9. Engineer or Customer closes resolved tickets.

Tickets are resolved according to severity. Unresolved tickets escalate according to severity.

**Ticket Severity**

Ticket severity is used to help match support resources to demand and prioritize tickets so that problems get solved according to each Customer's need. The following definitions are used to determine how tickets should be solved:

- **Severity 1:** Bugs that prevent some function or process from substantially meeting Specifications and which seriously affect the overall performance of the function or process and for which no known work-around exists.
- **Severity 2:** Bugs that prevent some function or process from substantially meeting Specifications, but have a reasonable work-around.
- **Severity 3:** Bugs that prevent some portion of a function from substantially meeting functional specification but do not seriously affect the overall performance of the function.

**Resolution Targets**

Severity	1	2	3
<b>Acknowledgement</b>	Immediate	Immediate	Immediate
<b>Initial response by engineer</b>	8 hours (or next day for after hours)	8 hours (or next day for after hours)	24 hours
<b>Escalation</b>	3 business days	7 business days	7 business days
<b>Resolution</b>	Issue fix in code as soon as available	Issue immediate workaround. Where viable, issue fix in code in next software release	Fix in code considered for inclusion in future software release

**Help Not Included**

Standard support and maintenance terms do not provide for any assistance relating to the use or configuration of our products beyond the resources available in the support portal and support team. Non-standard services are subject to specific agreements and will usually involve the following types of activity:

- Diagnosing and resolving issues resulting from problems in the host infrastructure or environment including the administration and management of Windows Server, SQL Server and the network infrastructure.
- Training on and/or documentation of steps required to produce an outcome from the product in a specific project or network environment.
- Design of rules and/or configurations specific to a project including the design and test of database queries.
- Design and/or documentation of configurations for deployment to a specific network environment.
- Training on and/or documentation of unsupported interfaces (such as database schemas or back-end web services).

Active Navigation staff are passionate about ensuring that its Customers and partners achieve successful outcomes for the use of our products; that means our technical support staff are permitted at their discretion to provide more than standard support services on an occasional basis. All such work is done in good faith with best endeavor and is not covered by license or a support and maintenance agreement.

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## 2. SOFTWARE MAINTENANCE

Software maintenance is defined as a product and includes:

- Bug/defect fixes via patches.
- Update and upgrade releases in function and technology to maintain the operability and usability of the Software.
- Optional metadata and associated rules in xml form that may be used or adapted by the Customer
- Product documentation

Software and documentation are available for download from the support portal to registered users.

Software maintenance as a product does not include the creation, design, implementation, integration, or customization of the Software, or project planning or implementation. These activities are considered services that would be obtained through a work order at an additional charge.

Software maintenance as a product is billed at the time of purchase for perpetual license Customers. Software maintenance is included in the license purchase price for term license Customers.

Active Navigation supports releases that are in general use across our global customer base. A table maintained on the support portal shows which releases are currently supported. Announcements of new releases and plans to discontinue support for older releases are also posted on the support portal.