



GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

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!®, a menu-driven database system. The INTERNET address for GSA Advantage!® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules visit www.gsa.gov/schedules.

FEDERAL SUPPLY SCHEDULE | MULTIPLE AWARD SCHEDULE (MAS)

SPECIAL ITEM NUMBERS (SIN):

493110RM - Physical Records Management Services
518210ERM - Electronic Records Management Solutions

CONTRACT NUMBER: 47QSMA19D08QR

CONTRACT PERIOD: August 13, 2019 through August 12, 2024

CONTRACTOR: Collabware Corporation
1 Mifflin Place Suite 400
Cambridge, MA 02138
Tel: (778)724-1814
Fax: (617)674-7701
www.collabware.com

CONTRACT ADMINISTRATOR: Graham Sibley
CEO
1050 – 1188 West Georgia St.
Vancouver, BC V6E 4A2 CANADA
Tel: (778)724-1814
Fax: (617)674-7701
gsibley@collabware.com

BUSINESS SIZE: Small Business

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CUSTOMER INFORMATION

1a. Awarded SINS

493110RM Physical Records Management

518210ERM Electronic Records Management

1b. Lowest Price Model for each SIN

See attached authorized price list – Appendix A

1c. Hourly Rates

Not applicable

2. Maximum order

\$1,000,000

3. Minimum order

No minimum

4. Geographic coverage (delivery area)

Worldwide delivery

5. Point(s) of Production

1050 – 1188 West Georgia St.
Vancouver, BC V6E 4A2 CANADA

6. Discount from list prices or statement of net price

GSA prices are listed net

7. Quantity discounts

None offered

8. Prompt payment terms

None. Payment terms are Net 30.

9a. Government purchase cards at or below micro-purchase threshold

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

9b. Government purchase cards above micro-purchase threshold

Government purchase cards are not accepted above the micro purchase threshold.

10. Foreign items

Canada is the country of origin for all software listed in *Appendix A - Authorized Price List*

11a. Time of delivery

1 day After Receipt of Order

11b. Expedited delivery

Contact Contractor to arrange expedited delivery.

11c. Overnight and 2-day delivery

Contact Contractor to arrange overnight or 2-day delivery.

11d. Urgent requirements

Contact Contractor with accelerated delivery requirements.

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

Origin

13a. Ordering Address

Collabware Corporation
1 Mifflin Place Suite 400
Cambridge, MA 02138
Email: sales@collabware.com
Tel: (778)724-1814
Fax: (617)674-7701

13b. Ordering procedures

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address

Collabware Corporation
1 Mifflin Place Suite 400
Cambridge, MA 02138
Email: accounting@collabware.com

15. Warranty Provision

30 days

16. Export packing charges

Not applicable

17. Terms and conditions of Government purchase card acceptance

Not applicable

18. Term and conditions of rental, maintenance, and repair

Details are attached in *Appendix D – Collabware Support and Maintenance Program*

19. Terms and conditions of installation

Not applicable

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices

Not applicable

20a. Terms and conditions for any other services

Not applicable

21. List of service and distribution points

485 Massachusetts Ave
Suite 300
Cambridge, MA 02139-4082

1050 – 1188 West Georgia St.
Vancouver, BC V6E 4A2 CANADA

22. List of participating dealers

Not applicable

23. Preventative maintenance

Not applicable

24a. Special attributes such as environmental attributes

Not applicable

24b. Section 508 compliance information

Not applicable

25. Data Universal Number System (DUNS) number

078830982

26. Notification regarding registration in System for Award Management (SAM) database

Collabware Corporation is registered in SAM.

APPENDIX A: PRICE LIST

SIN	Part Number	Product Name	Product Description	UOI	GSA Price (inclusive of the 0.74% IFF)	C.O.O.
518210ERM	CENENTASVOL1	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 1 to 250 Users Support and Maintenance included with annual software subscription With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$154.76	Canada
518210ERM	CENENTASVOL2	Collabware CLM	Collabware CLM - Enterprise (E2) Edition Annual Subscription - Single User (Volume 1) 251 to 1000 Users Support and Maintenance included with annual software subscription With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$96.73	Canada
518210ERM	CENENTASVOL3	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 1001 to 2500 Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$58.04	Canada
518210ERM	CENENTASVOL4	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 2501 to 10000 Users Support and Maintenance included with annual software subscription.	Single User	\$33.85	Canada

			With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.			
518210ERM	CENENTASVOL5	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 10001 to 25000 Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$19.35	Canada
518210ERM	CENENTASVOL6	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 25001+ Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$12.09	Canada
518210ERM	HBLSTDASVOL1	Collabmail	Collabmail Standard Edition Annual Subscription for 1 to 250 Users Support and Maintenance included with annual software subscription. Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.	Single User	\$38.69	Canada

518210ERM	HBLSTDASVOL2	Collabmail	<p>Collabmail Standard Edition Annual Subscription for 251 to 1000 Users Support and Maintenance included with annual software subscription.</p> <p>Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.</p>	Single User	\$24.18	Canada
518210ERM	HBLSTDASVOL3	Collabmail	<p>Collabmail Standard Edition Annual Subscription for 1001 to 2500 Users Support and Maintenance included with annual software subscription.</p> <p>Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.</p>	Single User	\$14.51	Canada
518210ERM	HBLSTDASVOL4	Collabmail	<p>Collabmail Standard Edition Annual Subscription for 2501 to 10000 Users Support and Maintenance included with annual software subscription.</p> <p>Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.</p>	Single User	\$7.25	Canada

518210ERM	HBLSTDASVOL5	Collabmail	Collabmail Standard Edition Annual Subscription for 10001 to 25000 Users Support and Maintenance included with annual software subscription. Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.	Single User	\$4.84	Canada
518210ERM	HBLSTDASVOL6	Collabmail	Collabmail Standard Edition Annual Subscription for 25001+ Users Support and Maintenance included with annual software subscription. Collabmail is a Microsoft Outlook add-in that integrates drag-n-drop functionality for fast filing and navigation of SharePoint. See your content, folders and metadata all from the comfort of your inbox - even make a favorites list for quicker access.	Single User	\$2.42	Canada
493110RM	CENENTASVOL1	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 1 to 250 Users Support and Maintenance included with annual software subscription With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$154.76	Canada
493110RM	CENENTASVOL2	Collabware CLM	Collabware CLM - Enterprise (E2) Edition Annual Subscription - Single User (Volume 1) 251 to 1000 Users Support and Maintenance included with annual software subscription With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$96.73	Canada
493110RM	CENENTASVOL3	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 1001 to 2500 Users	Single User	\$58.04	Canada

			Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.			
493110RM	CENENTASVOL4	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 2501 to 10000 Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$33.85	Canada
493110RM	CENENTASVOL5	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 10001 to 25000 Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$19.35	Canada
493110RM	CENENTASVOL6	Collabware CLM	Collabware CLM Enterprise (E2) Edition Annual Subscription for 25001+ Users Support and Maintenance included with annual software subscription. With DoD 5015.2 certified Collabware CLM you can control all aspects of the content lifecycle and drive increased user productivity by helping them find and use content more effectively.	Single User	\$12.09	Canada

TRAINING COURSES

SIN	Course Title	Course Length	Course Description	Min Participants	Max Participants	Price Per Course or Per Person	GSA Price (inclusive of the 0.74% IFF)
518210ERM	Collabware CLM Certified System Administrator	1 day	This course covers Collabware CLM product features, technical design, installation considerations and Collabware CLM installed components. By the end of the training, attendees will understand how to install and configure Collabware CLM. Target audience: SharePoint Administrators, SharePoint Solution Specialists	1	10	Per Course	\$2720.40
518210ERM	Collabware CLM Solution Specialist (Electronic Records)	3 days	This course covers configuring and enhancing your Collabware CLM environment (file plan setup, access control levels, workflows, content rules, holds, retention, disposition, review lists, disposition certificates, search). Target audience: Records Managers, SharePoint Solution Specialists, Information Governance/Management professionals, Business Analysts supporting the Records Management or Compliance business area.	1	10	Per Course	\$8161.21
518210ERM	Collabware CLM Solution Specialist (Physical Records)	1 day	This course covers configuring and enhancing your Collabware CLM environment for physical records (containers, box, folder, objects, circulation, transfers, reports, workflows, disposition). Target audience: Records Managers, SharePoint Solution Specialists, Information Governance/Management professionals, Business	1	10	Per Course	\$2720.40

			Analysts supporting the Records Management or Compliance business area.				
493110RM	Collabware CLM Certified System Administrator	1 day	Collabware CLM product features, technical design, installation considerations and Collabware CLM installed components. By the end of the training, attendees will understand how to install and configure Collabware CLM. Target audience: SharePoint Administrators, SharePoint Solution Specialists	1	10	Per Course	\$2720.40
493110RM	Collabware CLM Solution Specialist (Electronic Records)	3 days	This course covers configuring and enhancing your Collabware CLM environment (file plan setup, access control levels, workflows, content rules, holds, retention, disposition, review lists, disposition certificates, search). Target audience: Records Managers, SharePoint Solution Specialists, Information Governance/Management professionals, Business Analysts supporting the Records Management or Compliance business area.	1	10	Per Course	\$8161.21
493110RM	Collabware CLM Solution Specialist (Physical Records)	1 day	This course covers configuring and enhancing your Collabware CLM environment for physical records (containers, box, folder, objects, circulation, transfers, reports, workflows, disposition). Target audience: Records Managers, SharePoint Solution Specialists, Information Governance/Management professionals, Business Analysts supporting the Records Management or Compliance business area.	1	10	Per Course	\$2720.40

APPENDIX A: PRICE LIST (CONTINUED)

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMERCIAL LIST PRICE	QUANTITY/VOLUME DISCOUNT	WARRANTY	COO
518210ERM	GXYARCENTLIST	Collabspace ARCHIVE	Collabspace ARCHIVE Cloud Compute Segment (1TB of content) for Enterprise Information Archiving and Enterprise Search. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$8,400	None	30 days	CA
518210ERM	GXYDISENTLIST	Collabspace DISCOVERY	Collabspace DISCOVERY Cloud Compute Segment (1TB of content) for FOIA and eDiscovery Request Processing and Collection. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$13,200	None	30 days	CA
518210ERM	GXYCONENTLIST	Collabspace CONTINUUM	Collabspace CONTINUUM Cloud Compute Segment (1TB of content) for Electronic and Physical Records Management. Includes connectors for Email, File Shares, and Microsoft 365	Compute Segment	\$16,800	None	30 days	CA

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMERCIAL LIST PRICE	QUANTITY/VOLUME DISCOUNT	WARRANTY	COO
518210ERM	GXYARCCSEA	Collabspace ARCHIVE	Collabspace ARCHIVE Cloud Compute Segment (1TB of content) for Enterprise Information Archiving and Enterprise Search. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$8,400	None	30 days	CA
518210ERM	GXYDISCSEA	Collabspace DISCOVERY	Collabspace DISCOVERY Cloud Compute Segment (1TB of content) for FOIA and eDiscovery Request Processing and Collection. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$13,200	None	30 days	CA
518210ERM	GXYCONCSEA	Collabspace CONTINUUM	Collabspace CONTINUUM Cloud Compute Segment (1TB of content) for Electronic and Physical Records Management. Includes connectors for Email, File Shares, and Microsoft 365	Compute Segment	\$16,800	None	30 days	CA

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	COMMERCIAL LIST PRICE	QUANTITY/VOLUME DISCOUNT	WARRANTY	COO
518210ERM	GXYARCENTB010	Collabspace ARCHIVE [10 MCS Bundle]	Collabspace ARCHIVE Cloud Compute Segment (10TB of content) for Enterprise Information Archiving and Enterprise Search. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 79,800.00	None	30 Days	CA

518210ERM	GXYARCENTB025	Collabspace ARCHIVE [25 MCS Bundle]	Collabspace ARCHIVE Cloud Compute Segment (25TB of content) for Enterprise Information Archiving and Enterprise Search. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 178,500.00	None	30 Days	CA
518210ERM	GXYARCENTB100	Collabspace ARCHIVE [100 MCS Bundle]	Collabspace ARCHIVE Cloud Compute Segment (100TB of content) for Enterprise Information Archiving and Enterprise Search. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 672,000.00	None	30 Days	CA
518210ERM	GXYDISENTB010	Collabspace DISCOVERY [10 MCS Bundle]	Collabspace DISCOVERY Cloud Compute Segment (10TB of content) for FOIA and eDiscovery Request Processing and Collection. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 125,400.00	None	30 Days	CA
518210ERM	GXYDISENTB025	Collabspace DISCOVERY [25 MCS Bundle]	Collabspace DISCOVERY Cloud Compute Segment (25TB of content) for FOIA and eDiscovery Request Processing and Collection. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 280,500.00	None	30 Days	CA
518210ERM	GXYDISENTB100	Collabspace DISCOVERY [100 MCS Bundle]	Collabspace DISCOVERY Cloud Compute Segment (100TB of content) for FOIA and eDiscovery Request Processing and Collection. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 1,056,000.00	None	30 Days	CA
518210ERM	GXYCONENTB010	Collabspace CONTINUUM [10 MCS Bundle]	Collabspace CONTINUUM Cloud Compute Segment (10TB of content) for Electronic and Physical Records Management. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 151,200.00	None	30 Days	CA
518210ERM	GXYCONENTB025	Collabspace CONTINUUM [25 MCS Bundle]	Collabspace CONTINUUM Cloud Compute Segment (25TB of content) for Electronic and Physical Records Management. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 357,000.00	None	30 Days	CA
518210ERM	GXYCONENTB100	Collabspace CONTINUUM [100 MCS Bundle]	Collabspace CONTINUUM Cloud Compute Segment (100TB of content) for Electronic and Physical Records Management. Includes connectors for Email, File Shares, and Microsoft 365.	Compute Segment	\$ 1,344,000.00	None	30 Days	CA
518210ERM	GXYSVCENTCSPI	Collabspace Consulting Services	Collabspace deployment and configuration services for a production pilot rollout.	EA	\$ 50,000.00	None	30 Days	CA
518210ERM	GXYSVCENTPS16	Collabspace Premium Support 16	Collabspace managed services for ad-hoc implementation support, consulting and training up to 16 hours per month. Includes 2 Collabspace Premium Training Seats.	EA	\$ 24,000.00	None	30 Days	CA

518210ERM	GXYSVCENTPS24	Collabspace Premium Support 24	Collabspace managed services for ad-hoc implementation support, consulting and training up to 24 hours per month. Includes 2 Collabspace Premium Training Seats.	EA	\$ 36,000.00	None	30 Days	CA
518210ERM	GXYSVCENTPS32	Collabspace Premium Support 32	Collabspace managed services for ad-hoc implementation support, consulting and training up to 32 hours per month. Includes 2 Collabspace Premium Training Seats.	EA	\$ 48,000.00	None	30 Days	CA
518210ERM	GXYSVCENTPTNG	Collabspace Premium Training	Collabspace Premium Training seat for access to online, on-demand training and continuous learning content.	EA	\$ 480.00	None	30 Days	CA

APPENDIX B: ENTERPRISE LICENSE AGREEMENT

COLLABWARE SYSTEMS INC. ENTERPRISE AGREEMENT

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

47QSMA19D08QR. 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 **47QSMA19D08QR.**

This Licensing Agreement (“**Agreement**”) is dated for reference as of **DATE** and is entered into between Collabware Systems Inc. having a place of business at 1188 West Georgia Street, Suite 1050, Vancouver, BC V6E 4A2 (“**Collabware**” or “**Licensor**”) and **CUSTOMER** (“**Licensee**”), having a place of business at **CUSTOMER ADDRESS.**

IN CONSIDERATION OF THE PROMISES set forth after this, the parties agree as follows:

1.00 DEFINITIONS

“**Software**” means the computer programs listed on one or more Licensor sales orders (“**Sales Order**”) submitted by Licensee from time to time and includes the updates, enhancements, and modifications provided by Collabware from time to time. The initial Sales Order is attached as Schedule A and incorporated by reference into this Agreement.

“**Documentation**” means the user manual provided with the Software under this Agreement, whether in electronic or physical formats.

“**Licence Term**” means the term of the Licence for particular Software as specified in the applicable Sales Order.

“**Maintenance Term**” means the term for which Licensee has subscribed to Licensor’s standard software maintenance services.

2.00 LICENSE

2.1 Grant. This is a license from Licensor and not a sale of goods. Subject to Licensee’s compliance with this Agreement, Licensor hereby grants to Licensee during the Licence Term a worldwide, non-exclusive, non-transferable, license (“**Licence**”) to install and use the object code version of the Software and the Documentation solely for its internal business purposes and based upon the number of production servers or the number of unique named users as purchased through Sales Orders from time to time. Licensee may make a copy of the Software and Documentation for back-up purposes. Licensee will make no other copies of the Software or Documentation except as authorized in this Agreement.

Title to the Software remains vested in Licensor, and nothing in this Agreement gives or conveys any right, title or interest in the Software or Documentation to Licensee except as granted hereunder.

2.2 Prohibited Uses. Licensee shall not sell, rent, lease, sub-license, lend, timeshare or transfer, in whole or in part, or provide unlicensed third parties access to, or use of, the Software or Documentation. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software. Licensee shall not alter, modify, or create any derivative works of the Software. Licensee shall not remove or obscure any copyright, trademark or other proprietary notices. Licensor assumes no liability for any computer system on which the Software is installed. The Software must be used only on hardware and an operating system platform that meet or exceed Licensor's recommended specifications from time to time ("**Supported Environment**"). Such specifications are available upon request.

2.3 Software Maintenance. During the Maintenance Term Licensor shall provide to Licensee its standard software maintenance services, more particularly described in <https://www.collabware.com/legal/support/>.

2.4 Licensee's Responsibilities. Licensee (i) is responsible for Licensee and its employees', contractors' and agents' compliance with this Agreement and (ii) shall use the Software only in accordance with the Documentation and applicable laws and government regulations. Licensee will, at its sole expense, be solely responsible for supplying, configuring and maintaining the hardware, software and licences, telecommunication and internet equipment, connections and services necessary for providing a Supported Environment. Licensor will not be responsible for, nor obligated to provide Software Maintenance for, interruptions, errors, deficiencies or other problems with the Software arising from Licensee's failure to provide a Supported Environment. Licensor has no responsibility for the working of Licensee's computer and telecommunications equipment and networks, any other computer equipment or software Licensee uses.

3.00 TERM

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

3.1 Term. The term of this Agreement ("**Term**") commences on the date of this Agreement and continue in effect for **three** years or until it is terminated as provided in this Part **3.00**.

3.2 Termination. Without prejudice to any other rights, Licensor may terminate this Agreement on thirty (30) calendar days prior written notice if Licensee fails to comply with any of the material terms and conditions of this Agreement and fails to cure the failure within that 30-day period. Without limiting the previous sentence, Licensor may, in its sole discretion, suspend or terminate the Licence if; (1) Licensee is using the Software in a manner not permitted by this Agreement; (2) payment has not been made when due as provided under Section 4; or (3) Licensee is using the Software in violation of applicable law.

3.3 Licensee's Termination Obligations. If this Agreement expires or terminates for any reason, the Licence will immediately terminate and Licensee will immediately remove all copies of the Software from all of Licensee's systems and destroy or return all related Documentation.

3.4 Delivery & Services. Upon execution of this Agreement and a Sales Order, Licensor will deliver to Licensee instructions for electronically download the Software ("**Delivery**"). Unless otherwise agreed in writing, Licensee will be responsible for installing the Software on its computer system. Licensee may order remote installation assistance, training and additional consulting services ("**Services**") as described and priced on a Sales Order.

4.00 FEES AND PAYMENT

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

4.1 Fees. Licensee shall pay the licence, maintenance and other fees set out in the applicable Sales Orders ("**Fees**").

4.2 Invoicing and Payment. Licensor will invoice the Fees and all invoices are due thirty (30) days from the date of the invoice.

4.3 Overdue Charges. All invoices due under this Agreement will accrue interest at the rate of 1.5% of the outstanding balance of the invoice per month (18% per year) from the date such invoice payment is due until the date the outstanding amount, including all accrued interest, is paid.

4.4 Suspension of Software and Acceleration. If full payment of Licensor's invoices is not received within (30) days after delivery of the applicable invoice to Licensee, Licensor may suspend the Licence and Licensee's use of the Software until such amounts are paid in full. Licensor shall not exercise this suspension right if Licensee is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.5 Taxes. Unless otherwise stated, Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with this Agreement. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible, the appropriate amount will be invoiced to and paid by Licensee unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Licensor is solely responsible for taxes assessable against it based on its income, property and employees. If Licensee is required under the law(s) of any applicable jurisdiction to deduct any withholding taxes from payments to Licensor, then (i) Licensee shall notify Licensor prior to withholding such taxes; (ii) the fee(s) or other charges payable by Licensee for the Software or services shall be increased so that the actual amount received by Licensor, net of all taxes, will be equal to the fees or other charges set forth in the applicable Sales Order and

invoiced to Licensee; and (iii) Licensee shall promptly furnish Licensor with the official receipt of payment of such taxes from the appropriate taxing authority.

5.00 PROPRIETARY RIGHTS

5.1 Generally. This Agreement provides Licensee with a limited right to use the Software, Documentation, Services and Software Maintenance and does not convey any other rights. As between the parties, Licensor and its licensors own all right, title and interest (including all intellectual property rights) in and to the Software, Documentation, Services and all copies, derivations, modifications and enhancements thereof. In addition, the parties agree that Licensor owns any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and its employees, agents and independent contractors, including suggestions relating to the operation or functionality of the Software.

5.2 Reservation of Rights in Software. Subject to the limited rights expressly granted to Licensee under this Agreement, Licensor reserves all rights, title and interest in and to the Software, related documentation and all related intellectual property rights.

6.00 WARRANTIES

6.1 Licensor Warranties.

(a) Licensor warrants that (i) the Software will perform in substantial conformance with the Documentation ("**Software Warranty**") for a period of 30 days after Licensor's Delivery ("**Warranty Period**"); and (ii) that all Services shall be performed in a manner consistent with industry standards ("**Services Warranty**"). The Software Warranty and Services Warranty are conditioned upon the use of the Software strictly in accordance with this Agreement, the Documentation and Licensor's written instructions and on a Supported Environment, and on the absence of any misuse, damage, alteration or modification to the Software. Licensor does not warrant that the Software will meet Licensee's requirements, that the Software will operate in the combinations that Licensee may select for use, that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected.

(b) Licensor will have no obligations under this Section 6 if: (i) the breach of the Software Warranty or Services Warranty is caused by (A) abuse, misuse, alteration, neglect, accidental damage, unauthorized repair or installation of Software, (B) Licensee hardware, software, networks, or systems, or (C) Licensee's failure to use the Software in accordance with this Agreement, the Documentation and Licensor's written instructions; (ii) errors or defects are caused by Licensee or its employees, contractors or agents; (iii) all Fees then due to Licensor have not been paid; or (iv) Licensee is otherwise in breach of its obligations under this Agreement.

(c) For a breach of the Software Warranty that Licensee reports to Licensor during the Warranty Period, Licensor shall correct or replace the defective Software so that it performs substantially in accordance with the Documentation or, if this is not practical in Licensor's reasonable judgment,

Licensor shall accept the return of the defective Software and refund to Licensee the amount actually paid to Licensor with respect to that returned Software. For a breach of Services Warranty, Licensor shall promptly re-perform the defective Service at no additional charge, or if this is not practical in Licensor's judgment, provide to Licensee a refund of the amount actually paid to Licensor for such defective Service, provided that Customer has reported such breach no later than 30 days following Licensor's performance of such Service. The Licensee shall report each Software Warranty or Services Warranty breach to Licensor in writing promptly after discovering it. Licensee shall allow Licensor reasonable remote and local access to the Software to perform warranty support in accordance with Licensor's remote access requirements.

THIS SECTION 6.01 SETS FORTH LICENSOR'S SOLE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY WARRANTY CLAIM.

6.2 DISCLAIMER. EXCEPT AS PROVIDED FOR IN SECTION 6.01, THE SOFTWARE, DOCUMENTATION SERVICES AND SOFTWARE MAINTENANCE ARE PROVIDED TO LICENSEE ON AN "AS-IS" AND "AS-AVAILABLE" BASIS AND LICENSOR DISCLAIMS ALL WARRANTIES, CONDITIONS REPRESENTATIONS AND GUARANTEES, HOWEVER ARISING, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO THE SOFTWARE, DOCUMENTATION, SERVICES OR SOFTWARE MAINTENANCE, INCLUDING BUT NOT LIMITED TO THE USE, SUFFICIENCY OR ACCURACY OF THE SOFTWARE, DOCUMENTATION, SERVICES OR SOFTWARE MAINTENANCE AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT OPERATION OF THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE IN CONJUNCTION WITH EQUIPMENT, THIRD-PARTY SOFTWARE OR SERVICES THAT LICENSEE MAY OBTAIN OUTSIDE THIS AGREEMENT. LICENSEE ACKNOWLEDGES AND AGREES THAT THE INSTALLATION AND USE OF THE SOFTWARE MAY AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES.

7.00 LIMITATION OF LIABILITY

7.1 LIMITATION OF DAMAGES. LICENSOR'S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM.

7.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 LIMITATION OF CAUSE OF ACTION. No claim can be made against Licensor unless it is made within one year after the event giving rise to such claim.

8.00 CONFIDENTIAL INFORMATION

8.1 Definition of Confidential Information. As used in this Agreement, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Licensor's Confidential Information includes the Software, Documentation and other technical information related thereto. Confidential Information of each party includes this agreement's terms and conditions, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

8.2 Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, agents, contractors and representatives who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained in this Agreement. The Receiving Party will be responsible and liable for any breach of these obligations by any of its employees, agents, contractors and representatives. Except as required by law, neither party shall disclose the financial terms of this Agreement to any third party other than its affiliates and their legal counsel and accountants without the other party's prior written consent.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing such Confidential Information.

9.00 FORCE MAJEURE

Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or

negligence, of such party. Such causes shall include, without limitation: acts of God; acts or omissions of any governmental authority, laws or regulations; fires, unusually severe weather, floods or other natural disasters; transportation stoppages or slowdowns or the inability to procure parts or materials; acts of terrorism, strikes or labor unrest; civil or military unrest; riots; degradation of telecommunications services; or where compliance with a condition herein would result in government imposed penalty or violation of applicable law. These causes will not excuse Licensee from paying accrued amounts due to Licensors through any available lawful means acceptable to Licensors. If any of these causes continue to prevent or delay performance for more than 180 days, Licensors may terminate this Agreement, effective immediately upon notice to Licensee.

10.00 INDEMNITY

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

10.1 Indemnification by Licensors. Licensors shall defend Licensee against any claim, demand, suit, or proceeding made or brought against Licensee by a third party alleging that the use of the Software in accordance with the documentation infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Licensee**"), and shall indemnify Licensee for any damages, reasonable attorney fees and costs finally awarded against Licensee or as finally settled by Licensors, provided that Licensee (a) promptly gives Licensors written notice of the Claim Against Licensee; (b) gives Licensors sole control of the defense and/or settlement of the Claim Against Licensee; and (c) provides to Licensors all reasonable assistance, at Licensors' expense. In the event of a Claim Against Licensee, or if Licensors reasonably believes the Software may infringe or misappropriate a third party's intellectual property rights, Licensors may in its sole discretion and in lieu of this indemnity (i) modify the Software so that it no longer infringes or misappropriates, provided such modification provides substantially similar functionality, (ii) obtain a license for Licensee's continued use of the Software in accordance with this Agreement, or (iii) terminate Licensee's right to use the Software upon 30 days' written notice and refund to Licensee any prepaid Software fees, on a pro-rata basis for the time the Software was used in accordance with this Agreement.

10.2 Licensors has no obligation or liability under this Section 10 if the Claim Against Licensee results from: (i) any use of the Software not in accordance with this Agreement or the Documentation; (ii) a modification of the Software not performed by Licensors, or any modifications for non-standard features or functionality in connection with Services or otherwise at Licensee's request, (iii) the failure to promptly install a new maintenance release or version of the Software that would have eliminated the actual or alleged infringement or misappropriation, (iv) the use or combination of the Software with any non-Licensors product, information, design, specification, instruction, software, data, or material where such infringement would not have arisen but for such use or combination, (v) Licensors' or its authorized representative's compliance with instructions, designs, plans or specifications furnished by or on behalf of Licensee, (vi) any activities of Licensee after Licensors has notified Licensee that such activities may result in a Claim Against Licensee, (vii) Licensee's negligence or intentional misconduct, or (viii) any

patent infringement claim alleging infringement by Licensee-specific processes or methods created by or on behalf of Licensee using the Software and, but for such Licensee-specific method or process, the patent infringement claim would not have arisen.

10.3 THIS SECTION 10.00 SETS FORTH LICENSOR'S SOLE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION CLAIM.

11.00 NOTICES

All notices given pursuant to this agreement shall be in writing and given either by actual delivery or sent by email (delivery and read receipt required) to the address set out below, or to such alternate address that a party has specified by notice given in accordance with this section:

To Collabware

Collabware
1188 West Georgia Street, Suite 1050
Vancouver, BC V6E 4A2

Attention: Graham Sibley
gsibley@collabware.com

To Licensee

CUSTOMER
CUSTOMER ADDRESS

Attention: **CUSTOMER CONTACT**
CUSTOMER CONTACT EMAIL

Notices shall be deemed to be received on the day they are actually delivered or as reflected by the delivery and read receipt if by email.

12.00 ENTIRE AGREEMENT

Licensee acknowledges that it has read this Agreement and the Schedules attached to it, understands each and agrees to be bound by the terms and conditions of each. Licensee agrees that this Agreement and the Schedules are the complete agreement between the parties and that this Agreement supersedes all prior agreements, oral or written and all other communications between the parties relating to the subject of this Agreement. This Agreement may supersede any previous rights to use the Software, including software licenses or subscriptions to use online versions of the Software.

13.00 PARTIES' RELATIONSHIP

The parties are independent contractors. This Agreement does not and shall not be construed as creating a partnership, joint venture, agency of principal and agent, or other relationship.

14.00 GOVERNING LAW AND DISPUTE RESOLUTION

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

This Agreement and all related matters are governed solely by the laws of British Columbia, Canada and the applicable federal laws of Canada. The parties hereby irrevocably submit and attorn to the original

and exclusive jurisdiction of the Supreme Court British Columbia sitting in Vancouver, Canada, in respect of all disputes that the parties are permitted to take to court pursuant to this section.

If there is any dispute arising out of or relating to this Agreement, then the parties will use reasonable and good faith efforts to resolve such dispute, first by a maximum period of thirty (30) days of direct negotiation.

Any dispute arising out of or relating to this Agreement that is not settled by agreement between the parties within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of the arbitration will be Vancouver, Canada. The arbitration will be governed by the Commercial Arbitration Act (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia International Arbitration Rules ("Rules") and conducted by the British Columbia International Commercial Arbitration Centre, except that the provisions of this Agreement will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law of British Columbia. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award.

The arbitrator cannot:

- (i) Award damages excluded by the terms of this Agreement
- (ii) Award damages in excess of the amount, if any, limited by the terms of this Agreement; or
- (iii) Require one party to pay another party's costs, fees, lawyer's fees or expenses.

The award of the arbitrator will be final and binding on each party. Judgement upon the award may be entered in any court of competent jurisdiction.

The dispute resolution procedures described in this Section are the sole and exclusive procedures for the resolution of any disputes which arise out of or are related to this Agreement, except that a party may seek preliminary or temporary injunctive relief from a court of competent jurisdiction if, in that party's sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this Section, then the parties will continue to participate in good faith in the dispute resolution procedures described in this Section. The parties agree that no court which a party petitions to grant the type of preliminary or temporary injunctive relief described in this Section may award damages or resolve the dispute.

15.00 USAGE VERIFICATION

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

Licensor reserves the right to conduct an audit of Licensee's records and operations related to the Software solely for purposes of ensuring Licensee's compliance with this Agreement. Any audit shall be conducted at a mutually agreed upon date and time during Licensee's standard business hours. If Licensor discovers through the results of an audit performed hereunder or through any other means that Licensee owes Licensor Fees, then Licensee shall pay Licensor the additional Fees at the then-current list Fees rates. In the event an audit determines that Licensee owes Licensor for Fees in an amount exceeding 5% of the Fees paid during the current year of the Term, then Licensee shall reimburse Licensor for the reasonable fees associated with the performance of such audit.

16.00 GENERAL PROVISIONS

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound. Any conflict between the terms of this Agreement and any Sales Order or other pre-printed terms shall be resolved in favour of the terms of this Agreement unless both parties agree otherwise in writing. By way of clarity, all standard terms contained in any Licensee purchase order or other form shall be overridden by the terms and conditions of this Agreement. Licensee agrees to comply with all import/export control or similar laws and regulations with respect to use of the Software, documentation, or technical data. The English version of this Agreement shall govern if this Agreement has been translated into other languages. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect. The headings appearing at the beginning of the sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement. Neither this Agreement nor any rights under it may be assigned, transferred, shared or delegated by Licensee without the prior written consent of Licensor. This Agreement may be signed in counterparts, each of which when taken together forms one signed Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. This Agreement is binding upon and enures to the benefit of the successors to and permitted assigns of the parties.

The parties are signing this Agreement as of the date first set out above.

COLLABWARE by its authorized signatory:

Authorized Signatory

Name

Title

CUSTOMER by its authorized signatory:

Authorized Signatory

Name

Title

SALES ORDER

Customer
Attn: Contact
Address
City, State Zip

Quote Date
Valid Until
Subscription Period
Sales Contact
Sales Email

Date
Date
Jan 1 to Dec 31
Graham Sibley
gsibley@collabware.com

Item	Description	Quantity	Price	Amount
CENEN2AS001U	Collabware CLM - E2 Edition - Annual Subscription - Single User	100	\$192.00	\$19,200.00
	-			
			Total	\$19,200.00

Notes:

- Prices shown are in USD and do not include applicable taxes

The parties hereby expressly acknowledge and agree that if Customer issues any purchase order or similar document (whether issued prior to or following Customer's execution of this Sales Order) in connection with the purchase of Software, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms that may be set forth in such documents (all of which are hereby deemed rejected and extraneous to this Agreement), and Collabware's performance shall not amount to an acceptance by conduct of any terms set out or referred to in any such purchase order or similar document.

Customer agrees, as indicated below, that either (i) Customer will issue a purchase order for the purchase of the Software described on this Sales Order upon execution of (ii) this Sales Order will serve as Customer's purchase order and no separately issues purchase order will be required.

☐

Check this box if Customer will issue a purchase order.

☐

Check this box if Customer will NOT issue a purchase order.

Invoicing is annual and automatically billed 60 days in advance of renewal period during agreement term.

Signed By

COLLABWARE by its authorized signatory:

Authorized Signatory

Name

Title

CUSTOMER by its authorized signatory:

Authorized Signatory

Name

Title

APPENDIX C: COLLABWARE SUPPORT AND MAINTENANCE PROGRAM

COLLABWARE SOFTWARE SUPPORT AND MAINTENANCE PROGRAM (2019-01-01)

This Software Support and Maintenance Program, also referred to as “**Software Support and Maintenance**”, or “**Support**” or “**Maintenance**” is the support Collabware makes available to Collabware software license holder (“**Licensee**”) for unmodified Collabware software products. The purpose of this document is to:

- Describe the Collabware Software Support and Maintenance Program
- Provide definitions of Collabware support and maintenance related terminology
- Describe Collabware support services including issue resolution, incident reporting, technical documentation, distribution of software updates and upgrades
- List general procedures and conditions including important contact information

The Software Support and Maintenance Program includes:

- Technical support for an unlimited number of support requests
- Software updates and upgrades
- Issue and incident reporting

1 DEFINITIONS

Any terms used in this document which are not defined herein shall have the meaning ascribed to them in the Enterprise Software License Agreement or the Enterprise Software Maintenance Agreement made between Collabware and Licensee.

1.1 “Current Product” means those software products which have not been discontinued or retired by Collabware, and for which Collabware offers standard support and maintenance services. A Current Product may become an End of Life Product at Collabware’s sole discretion.

1.2 “End of Life Product” means those software products which have been discontinued or retired by Collabware, and for which Collabware no longer offers standard support and maintenance services.

1.3 “Customer Contact” means an individual designated by Licensee who may contact Collabware to request technical support including reporting incidents and requesting assistance with using Collabware software products.

1.4 “First Response Time” means the amount of time between when the Customer Contact first reports a support issue or incident and when a Collabware Support Agent sends an acknowledgement response to the Customer Contact.

1.5 “Hot Fix” means a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer usually via secure download. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot Fixes are incorporated into subsequent software releases. Hot Fixes do not add new functionality; and are not functional unless the Licensee already has the required Product version installed.

1.6 “Incident” means the record of a customer request for technical assistance made via Collabware Help Center, by Web Form, email or phone. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. A ticket tracking number is provided by Collabware Support after an Incident has been reported. This tracking number is used for referencing the request. The status of a ticket is either open (active) or closed (inactive).

1.7 “Service Level Target” means the value of a service metric at which an action on a support ticket complies with the Target Resolution Time. Only support tickets logged against an issue or incident in Licensee’s production environment are used to calculate this metric.

1.8 “Software License” means the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Enterprise Software License Agreement.

1.9 “Software Updates” means a collection of files improve the software through enhancements and or that correct a problem with the software. Updates are available for download from the Collabware Help Center <http://support.collabware.com>. Collabware will send an email notification to the Licensee’s designated contacts advising when an update is available for download.

1.10 “Subscription Renewal” means the renewal of a Licensee’s subscription to Collabware product(s). A Subscription Renewal Invoice is issued 60 days prior to the expiration of the Subscription Term to all customers that have current software subscriptions. The invoice is emailed to the Customer Contact who has been designated to receive correspondence from Collabware. Support and Maintenance is included in a Licensee’s software subscription.

1.11 “Subscription Term” means the period in which Licensee is entitled to use Collabware software product(s) under their Enterprise Software License Agreement. This is defined by the software subscription start and end date specified in the agreement.

1.12 “Support and Maintenance Renewal” means the renewal of a Licensee’s support and maintenance under their Enterprise Software Maintenance Agreement. A Support and Maintenance Renewal Invoice is issued 60 days prior to the expiration of a Support and Maintenance term to all customers who have current Support and Maintenance subscriptions. The invoice is emailed to the Customer Contact who has been designed to receive correspondence from Collabware.

1.13 “Support and Maintenance Term” means the period in which the Licensee is entitled to receive support and maintenance under their Enterprise Software Maintenance Agreement. This is defined by the support and maintenance start and end date specified in their agreement.

1.14 “Support Services” means software technical support or technical assistance provided by Collabware to the Licensee and Collabware user community.

1.15 “Target Resolution Time” means the amount of time between when a support ticket is created and when the reported issue is deemed by Collabware to be solved.

1.16 “Updates” mean modifications and/or minor feature changes to the software, as determined by Collabware, and not defined as an Upgrade.

1.17 “Upgrades” mean new features or enhancements to the software that significantly add, enhance, or increase product features or major functionality.

1.18 “Workaround” means a series of instructions, procedural steps or usage clarifications to avoid an error or circumvent its effects. A Workaround does not involve issuance of new programming code.

2 SUPPORT AND MAINTENANCE

During the Support and Maintenance Term or the Subscription Term, and subject to the applicable fees and the terms of this program, Collabware shall provide the following support and maintenance services.

2.1 Support. Support includes the following solely for Current Products:

(a) **Collabware Help Center.** Customer Contact(s) will have access to the Collabware Help Center, which includes product documentation and other resources. Customer Contact(s) can access the Help Center through <http://support.collabware.com>; and the Collabware Help Center can be used to submit a support request using an online form.

(b) **Support Requests and Incident Reporting.** Customer Contact(s) can submit a support request or report an Incident using the Collabware Help Center online form, via email or via telephone.

(c) **Unlimited Support Requests.** Customer Contact(s) has an unlimited number of support requests.

(d) **Updates.** Collabware will make available to Customer Contact(s) a copy of any software updates and upgrades to Collabware products licensed through Collabware. Software updates and documentation are available through the Collabware Help Center.

(e) **Hot Fix.** Collabware will make a Hot Fix available to Customer Contact(s) after a Collabware business justification review is completed and a complete technical feasibility assessment results in approval. The Hot Fix is delivered directly to the customer usually via secure download.

(f) **Live Remote Support for Select Issues.** Collabware may interact with Customer Contact(s) using Citrix® GoToMeeting or similar software to assist in the support resolution process.

2.2 Limitations on Support and Maintenance

- **Support Hours.** Collabware will provide support services to Customer Contact(s) only during normal business hours between 6:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday, excluding Collabware recognized holidays.

- **Support and Maintenance on Current Products Only.** Support and maintenance are provided for current software products only. Any Collabware software products that have been designated as an End of Life Product is excluded from the Support and Maintenance Program.
- **Unsupported Software.** Support is limited to unmodified Collabware software. Sample applications that may ship with each product are provided for demonstration purposes and are considered unsupported.
- **Unsupported Customizations.** Any customizations made by third parties are unsupported.
- **Guided Installations and Upgrades.** Guided installations and upgrades are not covered under the Collabware support and maintenance program. A separate professional services package can be purchased through Collabware Sales.
- **Collabware Software and Maintenance Program Changes.** The terms and conditions of the Support and Maintenance Program are subject to change by Collabware with thirty (30) days written notice.

2.3 Preparing for Contacting Collabware Support

When contacting Collabware for technical support, Customer Contact(s) must be prepared to provide as much of the following information as possible:

- The phone number and email address where Customer Contact can be reached
- The version of the Collabware software
- The version of operating system and database used, if applicable
- A description of what Customer Contact was doing when the problem occurred
- The exact wording of any error messages that may appear on the screen
- Applicable log files
- Any steps already taken in an attempt to resolve the problem

2.4 Submitting Support Requests and Reporting Incidents

Licensees are required to designate Customer Contact(s) for all direct support-related communications with Collabware. Licensee may replace a Customer Contact at any time by notifying Collabware Support. Customer Contact(s) may contact Collabware Support via:

- a) **Collabware Help Center:** Customer Contact(s) may submit a support request or report an Incident through the Online Form found in the Collabware Help Center <http://support.collabware.com>. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted through the Online Form outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

- b) **Email:** Customer Contact(s) may submit a support request or report an Incident via support@collabware.com. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted via email outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.
- c) **Telephone:** Customer Contact(s) may submit a support request or report an Incident via telephone (855-268-0442). A Collabware Support Agent will create a support ticket for the Customer Contact. Customer Contact should include as much information as possible as outlined in the section *Preparing for Contacting Collabware Support*. Requests submitted via telephone outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

All support requests and incident reports whether submitted through the Collabware Help Center, Email or Telephone are given the same priority and level of attention.

2.5 Severity Definitions and Response Times

The following are Collabware's severity definitions and targeted response times during normal hours of operation. Normal hours of operation are Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays. Support requests submitted outside of the normal hours of operation will be responded to the following Collabware business day.

Licensee may select the severity of the support request when submitting the online support form; or may specify severity if submitting support ticket via email. Collabware reserves the right to adjust the severity level of any support ticket.

Severity	Definition	First Response Time	Target Resolution Time*	Service Level Target**
Severity 1 (High)	Product malfunction or failure significantly impacting product functionality in a production environment. No workaround is available.	Within 2 business hours of Collabware receiving support request	Within 3 business days	90%
Severity 2 (Medium)	Product malfunction or failure significantly impacting product functionality. A workaround is available.	Within 4 business hours of Collabware receiving support request	Within 5 business days	90%

Severity 3 (Low)	Product malfunction or failure does not significantly impact core product functionality. Includes non-critical issues, general questions, feature requests, documentation issues, and non-production environment issues.	Within 8 business hours of Collabware receiving support request	Within 10 business days	90%
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*Target Resolution Times are measured against Collabware normal hours of operation Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays.

**Any incidents deemed to not be an issue with a Collabware product (for example: the root cause is determined to be a configuration of a Microsoft or third-party software product) will not count against the Service Level Target. Also, Incidents reported in a non-production environment will not count against the Service Level Target.

2.6 Resolution Time

Resolution times are dependent on factors that are often outside the control of Collabware. These factors often include but are not limited to integration with third-party applications, security issues, limitations based on user-designed workflow, customer environment limitations and customer availability.

Collabware is generally able to answer questions and suggest solutions on the same day the support request is received, however the turnaround time for a response will depend on the complexity of the Incident. While it is Collabware's goal to provide an acceptable resolution to all incoming issues, Collabware cannot predict resolution time.

The Target Resolution Time outlined above apply to Collabware core functionality only. Any Incidents resulting from Microsoft software, third-party software or unsupported configurations are excluded.

2.7 Resolution Definition

A support ticket is considered resolved when at least one of the following conditions are met:

- A clear, concise answer has been delivered that resolves the issue
- A feature request or bug has been logged
- A ticket has been in Pending status and the customer has not responded to Collabware support agent within 3 business days

2.8 Service Targets and Credits

Collabware will provide a one-month service credit on future Subscription Renewal or Support and Maintenance Renewal for any month where the Service Level Target percentages are not achieved. The

Service Target percentage is calculated as the percentage of successful Incident Resolutions as compared to the outlined Target Resolution Time for the corresponding Incident Severity. The service credit is calculated as 1/12th of the net annual software renewal amount.

Service Level Targets are tracked within Collabware Support Service Desk software. Customer Contact(s) and/or Licensee will be notified by Collabware of any service credit that will apply upon renewal.

3 CONTACT INFORMATION

Collabware Support

Tel.: 855-268-0442

Email: support@collabware.com

Website Address: <http://support.collabware.com> _

Hours: 6:00 a.m. to 6:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Headquarters

Tel.: 778-724-1812

Email: info@collabware.com

Website: <http://www.collabware.com>

Hours: 8:00 a.m. to 5:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Product Training

Email: train@collabware.com _

APPENDIX D: VENDOR CERTIFICATION

SIN 518210ERM Vendor Certification for Electronic Records Management Solutions

Version 3.0 (As of MAS Refresh 18)

For the purposes of the MAS Solicitation, eight (8) specific elements of Electronic Records Management (ERM) Services have been identified. These 8 elements are fully defined and the corresponding requirements are identified in NARA's *Universal Electronic Records Management Requirements* spreadsheet attachment to the Solicitation. These requirements have been established and are administered by the National Archives and Records Administration (NARA). Vendors may provide any combination of the 8 elements of ERM solutions; however, vendors must certify that they are capable of meeting all standards associated with the elements they propose by completing this self-certification. Vendors must include a completed copy of this certification in their published GSA MAS Contract Price List to help illustrate their ERM capabilities to federal customer agencies.

Proposed Elements of Electronic Records Management Services:

By selecting the below Elements, you are self-certifying you meet NARA's Universal ERM Requirements for that Element. Select all Elements that apply.

- ☒ Element 1 - Office Management Applications
 - ☒ Element 2 - Electronic Messages
 - ☒ Element 3 - Social Media
 - ☐ Element 4 - Websites
 - ☒ Element 5 - Photographs (Born-Digital and Scanned Images)
 - ☒ Element 6 - Digital Audio and Video
 - ☐ Element 7 - Structured Data
 - ☒ Element 8 - Shared Drives
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In the space below you must provide a brief summary description for each of the above Elements that you have checked off. The summary must include which ERM products/ services/ solutions — currently awarded under SIN 518210ERM of your MAS contract — are related to the respective Element. Example questions are provided for each Element to assist with your response. Those questions are based on NARA's Universal Electronic Records Management Requirements and reflect common questions from agencies. *If you cannot provide a summary description for a given Element, or you do not currently offer products/services/solutions under SIN 518210ERM related to that Element, you cannot self-certify that Element on this form.* Please use as much space as you need below, but be concise! Please respond as "Not applicable" for any Element you did not select above.

The specifics of your below responses are not part of the evaluation criteria for adding SIN 518210ERM. The intention of the below section is to assist agencies with market research and help agencies understand your offerings / capabilities as they relate to the above ERM Elements you have selected.

If you have questions about the above ERM Elements and the information on NARA's Universal ERM Requirements spreadsheet, please contact NARA's Records Management Policy Team at rmpolicy@nara.gov.

Element 1 - Office Management Applications

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 1. Some example questions to consider are: Which office management applications does your service/solution manage (e.g. Microsoft 365, Google Workspace, etc.)? How do you associate Office Management documents with a records schedule? How do you apply metadata to Office Management documents?

Collabspace is a FedRAMP / JAB Authorized data protection and records management application that connects to M365 applications and can apply all aspects of records management without the agency upgrading their M365 licensing. Collabspace captures all content, metadata and records then auto-categorizes it all to the General Records Schedule (GRS) and Agency specific records control schedules. Records Lifecycle Workflows are automatically applied to records categories to match the Agencies processes.

All content captured is automatically encrypted and go through our content enrichment processes. These include automatic Optical Character Recognition (OCR), audio and video transcription, sentiment analysis, subjectivity analysis, object detection, entity and keyword extraction. All content is immediately searchable through our proprietary search engine.

Collabspace also has a Physical Records module so that Agencies can manage both physical and electronic records through a single, easy to use interface

Element 2 - Electronic Messages

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 2. Some example questions to consider are: Which electronic messages does your service/solution manage (e.g. SMS/MMS, iMessage, WhatsApp, social media messages, voicemail, etc.)? Are you able to capture SMS/MMS at the carrier-level? How do you apply metadata to electronic messages? Where are records stored (e.g. managed in the system in which they were created or in a dedicated recordkeeping system)?

Collabspace can manage various types of electronic messages through app connectors in M365. In general, messaging apps that have the ability to connect to and push their content to M365 (SharePoint, OneDrive, Outlook) can be captured by Collabspace and managed as a Federal Record.

Element 3 - Social Media

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 3. Some example questions to consider are: Which social media platforms does your solution/services capture and manage (e.g. Facebook, YouTube, Instagram, WordPress)? What technology is used to capture social media records? What frequency can your solution/services capture? How do you address changes in what social media platforms allow for capture?

Collabspace can manage various types of social media through app connectors in M365. In general some social media apps that have the ability to connect to and push their content to M365 (SharePoint, OneDrive, Outlook) can be captured by Collabspace and managed as a Federal Record.

Questions for Element 4 - Websites

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 4. Some example questions to consider are: What technology do you use to crawl websites? Do you have the capability to capture internal and external sites? What formats do you use for web captures? Can you capture websites in NARA-acceptable formats? What quality assurance processes/tools do you offer?

N/A

Questions for Element 5 - Photographs (Born-Digital and Scanned Images)

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 5. Some example questions to consider are: How do you associate Photographs with a records schedule? How do you apply metadata for categorization and searchability to Photographs?

Collabspace connects to SharePoint Online, Microsoft Exchange, OneDrive and File Shares all out of the box. Any photos and all metadata stored in any of these systems is automatically managed. Photos and text based images automatically go through Optical Character Recognition (OCR) and Object Detection. There are various ways that photos can be auto-categorized to records retention schedules as stated in Element 1.

Questions for Element 6 - Digital Audio and Video

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 6. Some example questions to consider are: How do you associate Digital Audio and Video files with a records schedule? How do you apply metadata for categorization and searchability to Digital Audio and Video?

All captured digital audio and video, regardless of data source, are automatically transcribed and OCR'd. Those files are then auto-categorized to the GRS or the Agency Specific records control schedules. All content and all file types are searchable using the Collabspace Discovery Search Engine.

Questions for Element 7 - Structured Data

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 7. Some example questions to consider are: What is your approach to managing structured data? Do you offer solutions additional to what the agency uses, work with their current systems, or both?


NA

Questions for Element 8 - Shared Drives

Please provide a brief summary of your awarded offerings (products/services/solutions) under SIN 518210ERM that help agencies meet Element 8. Some example questions to consider are: What capabilities does your solution/services provide for identifying duplicates? What other organizational methods do you employ for managing shared drives?

Collabspace connects to file shares out of the box and can apply records management policies and lifecycles by auto-categorizing the information to the GRS and the Agency Specific records control schedule. All encryption, content enrichment and discoverability apply to file share content.

Collabware hereby certifies that we are capable of meeting all standards described in the solicitation and NARA's Universal Electronic Records Management Requirements attachment for each of the sections of ERM Elements we have proposed, as indicated above.



Offeror

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

____Graham Sibley_____
Name (Printed)

____CEO_____
Title

____February 28, 2024_____
Date

Change log for Version 3.0

1. The following ERM Elements were removed or updated in order to remain at parity with the Elements listed in NARA's Universal Electronic Records Management Requirements spreadsheet (Version 3)
 - Removed Cloud Services
 - Removed Engineering Drawings
 - Changed Digital Media (Photo) to Photographs
 - Combined Digital Audio and Video
2. The following ERM Elements names have been updated to remove the reference to their former name used in Version 1 of this document:
 - Element 1 - Office Management Applications: removed "(formerly 'Desktop Applications')"
 - Element 7 - Structured Data: removed "(formerly 'Databases')"
3. Added requirement for contractors to provide a brief summary of awarded offerings for each ERM Element that they self-certify. Added instructional language along with example questions for each Element to assist contractors with their responses.