GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

Multiple Award Schedule (MAS)
Information Technology

IT Software
511210 Software Licenses – 7A21
54151 Software Maintenance Services – DA01

IT Training
611420 Information Technology Training – U012

IT Solutions
518210C Cloud and Cloud-Related IT Professional Services - DB10

Miscellaneous Complimentary Special Item Numbers (SINs)
OLM - Order Level Materials

CorasCloud, Inc.
7918 Jones Branch Drive, Suite 800
McLean, VA 22102
Phone: (703) 797-1881
Fax: (703) 940-0360
Email: GSASchedule@coras.com
www.coras.com

Contract Number: 47QTCA17D000A

Period Covered by Contract: October 10, 2017 through October 9, 2022

Pricelist current through Modification # PO-0013 dated November 23, 2021

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

Contract Administration:
Wendy LaDuca
General Counsel
Phone: 703-910-5090 extension 24
Email: GSASchedule@coras.com
# Table of Contents

Customer Information ..................................................................................................................... 3  
CORAS GSA Pricing ..................................................................................................................... 6  
CORAS License and Services Agreement ..................................................................................... 7
Customer Information:

1a. Table of awarded special item numbers:

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>611420</td>
<td>Information Technology Training</td>
</tr>
<tr>
<td>518210C</td>
<td>Cloud and Cloud-Related IT Professional Services</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Service and Price for each Service Rate: See Pricing page 6.

1c. Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education: See Pricing page 6.

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Maximum Order</th>
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<tbody>
<tr>
<td>54151</td>
<td>$500,000</td>
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<tr>
<td>611420</td>
<td>$250,000</td>
</tr>
<tr>
<td>518210C</td>
<td>$500,000</td>
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<tr>
<td>511210</td>
<td>$500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): The geographic scope of this contract is the 48 contiguous United States and District of Columbia.

5. POINT OF PRODUCTION: United States.

6. BASIC DISCOUNT: Prices shown are NET Prices; Basic Discounts have been deducted.

7. QUANTITY DISCOUNTS: None.

8. PROMPT PAYMENT TERMS: 0%, Net 30 Days Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. FOREIGN ITEMS: None.
10a.  TIME OF DELIVERY: Not applicable to professional services.

10b.  EXPEDITED DELIVERY: Contact Contractor.

10c.  OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor.

10d.  URGENT REQUIREMENTS: Contact Contractor.


12a.  ORDERING ADDRESS:

    ATTN: Ms. Wendy LaDuca
    CorasCloud, Inc.
    7918 Jones Branch Drive, Suite 800
    McLean, VA 22102
    Tel: 703-910-5090 x 24
    Fax: 703-940-0360
    GSASchedule@coras.com
    www.coras.com

12b.  ORDERING PROCEDURES: Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) § 8.405-3.

13.  PAYMENT ADDRESS:

    ATTN: Finance/Accounting
    CorasCloud, Inc.
    invoices@coras.com
    Tel: 703-910-5090 x1086/x1050

    Wendy LaDuca
    CorasCloud, Inc.
    GSASchedule@coras.com

    7918 Jones Branch Drive, Suite 800
    McLean, VA 22102
    Tel: 703-910-5090 x 24
    Fax: 703-940-0360
    www.coras.com


15.  EXPORT PACKING CHARGES: Not Applicable.

16.  TERMS AND CONDITIONS OF RENTAL, MAINTENANCE and REPAIR: Not Applicable.
17. TERMS AND CONDITIONS OF INSTALLATION: Contact Contractor.

18a. TERMS AND CONDITIONS OF REPAIR PARTS indicating date of parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable.

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Contact Contractor.

19. LIST OF SERVICE AND DISTRIBUTION POINTS: Contact Contractor.

20. LIST OF PARTICIPATING DEALERS: Not Applicable.

21. PREVENTIVE MAINTENANCE: Contact Contractor.

22a. SPECIAL ATTRIBUTES: Not Applicable.

22b. SECTION 508 COMPLIANCE INFORMATION: Not Applicable.

23. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: N2D4L65472N5

24. CONTRACTOR IS REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
## CORAS GSA PRICING

<table>
<thead>
<tr>
<th>#</th>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT DESCRIPTION SUMMARY</th>
<th>COO</th>
<th>GSA PRICE</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>54151</td>
<td>CC160050-SR</td>
<td>Coras Product Implementation Services - Senior level</td>
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<td>CC160050-MD</td>
<td>Coras Product Implementation Services - Middle level</td>
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<td>$210.58</td>
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<td>CC160050-JR</td>
<td>Coras Product Implementation Services - Junior level</td>
<td>USA</td>
<td>$191.44</td>
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<td>G-CCT16060</td>
<td>Coras Training, Distance Learning - Basic skills</td>
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<td>6</td>
<td>611420</td>
<td>G-CCT16061</td>
<td>Coras Training, Distance Learning - Advanced skills</td>
<td>USA</td>
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</tbody>
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### SIN 511210 Software Licenses

<table>
<thead>
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<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA $</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORAS-RHP-PRIV-ENT-Tier1</td>
<td>Term SW Tier 1 Rhapsody Federal Private Cloud Premium</td>
<td>Tier 1 Rhapsody Federal Private Cloud Premium</td>
<td>USER/year</td>
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<td>CORAS-RHP-PRIV-ENT-Tier2</td>
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<td>CORAS-RHP-PRIV-ENT-Tier4</td>
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</table>
CORAS Cloud, Inc.

LICENSE AND SERVICES AGREEMENT

Set forth herein is the LICENSE AND SERVICES AGREEMENT (this “Agreement”) by and between CORAS Cloud, Inc. (“CORAS”) and the ordering activity under GSA Schedule contracts (the “Customer”). This Agreement lays out the terms and conditions pursuant to which Customer will license or access certain CORAS commercial software products and contract for certain services from CORAS, pursuant to which CORAS will provide such products and services to Customer.

TERMS AND CONDITIONS

1. Certain Definitions. Capitalized terms shall have the meaning indicated below unless otherwise specifically defined in this Agreement.

   (a) “Software” means the software provided by CORAS for installation locally by Customer in order to access the Cloud Solutions.

   (b) “Cloud Solutions” means CORAS’ service to provide a platform for data integration, management, and analysis that will be hosted by CORAS via CORAS cloud hosting, including access to Software as specified in an Order, and any Updates that are made available in connection with this Agreement (and/or in connection with any future or related Orders or modifications).

   (c) “Content” means any data or content that is provided or uploaded by Customer for transmission, storage, integration, import, display, distribution or use in or through the Products.

   (d) “Intellectual Property Rights” means patent, trademark, trade secret, and other intellectual property rights.

   (e) “Order” means the order through which Customer obtains a license or access right to certain CORAS commercial software products and/or contracts for certain services from CORAS.

   (f) “CORAS Core License” means a license or access right to the Products specified in the Order (and any related purchase orders (“POs”), statements of work (“SOWs”), or amendments, in each case incorporated into this Agreement) to be used on one server core or equivalent for the duration of the Order Term, subject to the terms and conditions of this Agreement.

   (g) “Product(s)” means the Software, Cloud Solutions, and Software specified in the Order.

   (h) “Software” means the CORAS proprietary commercial software, models, algorithms, and any helpers, extensions, plug-ins and add-ons, in any format, specified in the Order (and any related POs, SOWs, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, any third party software incorporated therein or in the Cloud Solutions, the Software, and any improvements, modifications, derivative works, patches, Updates, and upgrades thereto that CORAS provides in its discretion to Customer hereunder.

   (i) “Updates” means Product changes that CORAS in its discretion implements in the generally available Products specified in the Order. Updates do not include platform capabilities, configurations, or modules not specified in the Order that CORAS makes available for an additional charge.

2. Grant of Limited License. If Customer hosting is specified in the Order, subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, CORAS hereby grants to Customer, solely during the Order Term, a non-exclusive, non-assignable, non-transferable, limited license, without any right to sublicense, to install, execute, and use the Software specified in the Order solely for Customer’s internal purposes, and only (a) for use in accordance with the technical specification documentation provided to Customer by CORAS with regard to
Software (the “Documentation”), (b) if specified, for the number of CORAS Core Licenses specified in the Order, and (c) for the purpose(s), configuration(s), and module(s) specified in the Order and any associated SOWs. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer for any purpose, configuration or module not specified in the Order.

3. Provision of Access and Grant of Limited License. If CORAS cloud hosting is specified in the Order, subject to Customer’s continued and full compliance with all of the terms and conditions of this Agreement, CORAS (a) will provide Customer with access to the Cloud Solutions during the applicable Order Term solely for Customer’s internal purposes, and only (i) for use in accordance with the Documentation, (ii) if specified, for the number of CORAS Core Licenses specified in the Order, and (iii) for the for the purpose(s), configuration(s), and module(s) specified in the Order and any associated SOWs; and (b) hereby grants to Customer a non-exclusive, non-assignable, non-transferable, limited license, without any right to sublicense, to install, execute, and use the Software during the Order Term for the sole purposes of using and receiving the Cloud solutions. At CORAS’ request, Customer will promptly install Updates to the Software. The license(s) granted in the Order shall not be fungible and shall not be reallocated or expanded by Customer for any purpose, configuration or module not specified in the Order.

4. Authorized User Accounts. Customer may establish Product accounts (“Accounts”) for Customer’s employees or independent contractors with a need to access the Products on behalf of Customer (“Authorized Users”), on the condition that Customer has confidentiality obligations in place for each Authorized User at least as restrictive as those stated herein and upon request by CORAS, provides CORAS with names of any independent contractors who have access to the Products. Customer shall inform each Authorized User of its obligations under and ensure that each Authorized User at all times abides by the terms of this Agreement. Customer shall immediately notify CORAS in the event that Customer or an Authorized User becomes aware of any violation of the terms of this Agreement. Customer is solely responsible for any use of the Products that occurs on Customer’s Accounts and shall be liable for any breach of this Agreement by an Authorized User.

5. Account Protection. Customer shall be responsible for authorizing and protecting Accounts. Customer agrees to provide access to the Products only to Authorized Users, to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties, and to use standard security measures to protect Accounts (including, without limitation, using multi-factor identification to access the Products). Customer is responsible for monitoring and controlling access to the Products and maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately deactivate such Account or change the Account’s login information, as appropriate.

6. Ownership. Customer acknowledges and agrees that, as between Customer and CORAS, CORAS retains all rights, title, and interest in and to the Products, Documentation, and any other related documentation or materials provided by CORAS (including all Intellectual Property Rights embodied in any of the foregoing). No ownership rights are being conveyed to Customer under this Agreement. Customer acknowledges that it is obtaining only a limited access or license right to the Products, notwithstanding any reference to the term “purchase” or “customer” herein. Except for the express rights granted herein, CORAS does not grant any other licenses or access, whether express or implied, to any CORAS software, services, technology, or Intellectual Property Rights. Customer will maintain and not remove, obscure or alter, any copyright notice, trademarks, logos, and trade names and any other notices or product identifications that appear on or in any Products or Documentation and associated media.

7. Content. As between CORAS and Customer, Customer retains all rights, title, and interest in and to the Content.

8. Updates. CORAS shall have the right to update the Products from time to time with improvements or modifications to a previously purchased capability or module or to otherwise improve the functionality of the Products. CORAS may deliver Updates electronically.

9. Restrictions. Customer will not (and will not allow any third party to): (a) decompile, disassemble, scan, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any Products (except to the extent that applicable law expressly prohibits such a reverse engineering restriction); (b) provide, lease, lend, use for timesharing or service bureau purposes or otherwise use or allow others to use a Product for the benefit of any third party; (c) list or otherwise display, copy or reuse any object code of any Product; (d) copy any Products (or component thereof), except that where Customer hosting is specified, Customer may make a reasonable number of copies of the
Software and/or Documentation solely for backup, archival or disaster recovery purposes; (e) develop any improvement, modification or derivative work of the Products or include a portion thereof in any other equipment or item; (f) allow the transfer, transmission (including without limitation making available online, electronically transmitting, or otherwise communicating to the public), export, or re-export of any Products (or any portion thereof) or any CORAS technical data; (g) perform benchmark tests or other technical evaluations of the Products without the prior written consent of CORAS (any results of such permitted benchmark testing shall be deemed Confidential Information of CORAS); (h) gain or attempt to gain unauthorized access to the Products, or any element thereof, or circumvent or otherwise interfere with any authentication or security measures of the Products; (i) interfere with or disrupt the integrity or performance of the Products; (j) input, upload, transmit, or otherwise provide material containing software viruses or other harmful or deleterious computer code, files, scripts, agents or programs to or through the Products; or (k) use, evaluate or view the Products or Documentation for the purpose of developing, designing, modifying, or otherwise creating any environment, software, models, algorithms, products, program or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Products. Notwithstanding these restrictions and subject to the other terms and conditions of this Agreement, Customer shall be permitted to develop software that interfaces with CORAS’ public APIs, provided that Customer shall not attempt to, or encourage any third party to, sell, rent, lease, license, sublicense, distribute, transfer, or syndicate such Products, without prior written approval from CORAS. Periodically, CORAS may request that Customer provide an accurate accounting of the number of server cores that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of CORAS’ request. All the limitations and restrictions on Products in this Agreement also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Products may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software.

10. Usage Data. CORAS may collect analytics, statistics, metrics or other data related to Customer’s use of the Products (a) in order to provide the Products to Customer, (b) for statistical use (provided that such data is not personally identifiable, or (c) to monitor, analyze, maintain and improve the Products.

11. Confidentiality. To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 USC §552), Customer shall treat as confidential all Confidential Information of CORAS, and shall not use such Confidential Information of CORAS except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to its own employees, agents, advisors, attorneys, and/or bankers whom are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify CORAS of any actual or suspected misuse or unauthorized disclosure of CORAS’ Confidential Information. “Confidential Information” shall mean (a) Products, (b) Documentation, and (c) any other business, technical or engineering information provided by CORAS to Customer, including third party information, disclosed by CORAS to Customer, in any form and marked or otherwise designated as “Confidential” or “Proprietary” or in any form and by the nature of its disclosure would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information. Customer is responsible for any breaches of this Section by its employees, independent contractors, agents, or other persons to whom Confidential Information was disclosed. Customer’s obligations with respect to CORAS’ Confidential Information survives termination of this Agreement for a period of five (5) years; provided, that Customer’s obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.

12. Payment and Delivery. Customer shall pay to CORAS the total amount of the fees set forth in the Order in accordance with the GSA Pricelist. All payments shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by CORAS. All fees are due within 30 days after the date of issuance of CORAS’ invoice. Any late payments shall be subject to the Prompt Payment Act. Products are deemed delivered upon being made available to Customer for download, installation or access.
13. **Support and Maintenance.** Subject to the payment of the applicable fees set forth in the Order as they become due, CORAS shall use commercially reasonable efforts to provide Customer with product support and Upgrades in accordance with and subject to CORAS’ standard support and maintenance terms and conditions (“Support and Maintenance”) for the period of time specified in the Order (“Support and Maintenance Period”). If Customer elects to renew Support and Maintenance, Customer must renew Support and Maintenance in full. If Customer fails to pay the by the end of the then-current Support and Maintenance Period, Customer shall be deemed to have cancelled Support and Maintenance and CORAS shall no longer provide Customer with Support and Maintenance. Customer may reinstate Support and Maintenance after a period in which it was cancelled, provided (a) CORAS then offers Support and Maintenance, and (b) in order to receive Updates which Customer had not received due to cancellation, Customer pays CORAS the current GSA Pricelist Support and Maintenance fee and any Support and Maintenance fees that would have been payable during the period in which Support and Maintenance was cancelled. Support and Maintenance fees shall be negotiated by CORAS and Customer and at the conclusion of any applicable option period and/or Order Period, shall default to the standard undiscounted rate available to customers via CORAS’ GSA Schedule or other applicable commercial schedule.

14. **Professional Services.** CORAS will provide Customer with professional services related to the Products specified in the Order or an SOW, if any. From time to time at Customer’s request, and upon mutual written agreement of the parties, CORAS shall provide additional services with respect to Customer’s use of the Products.

15. **Training.** Subject to payment of the applicable fees set forth in the Order, CORAS agrees to provide training services for the number of Customer personnel specified in the Order (“Training”), if any.

16. **Government Matters.** The Products, Support and Maintenance, Professional Services, and Training are “commercial items” as defined at 48 CFR § 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. If Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that (a) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related Documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with Federal Acquisition Regulation (“FAR”) § 12.212, (b) the Products and Documentation were developed exclusively at private expense, and (c) all other use of the Products and Documentation except in accordance with the license or access grant provided above is strictly prohibited. Notwithstanding anything to the contrary, these terms and conditions describing the Government’s use and rights are in lieu of, and supersede, any conflicting provisions that address Government rights in the Products, related Documentation, and technical data that may be incorporated in any contract or subcontract under which the Products are accessed or licensed.

17. **Term and Termination.** This Agreement shall begin on the Effective Date and remain in effect for the period of time specified as set forth in the Order (the “Order Term”), unless otherwise terminated as provided herein.

   (a) If a perpetual license is specified in the Order, this Agreement will remain in effect in perpetuity unless otherwise terminated as provided herein. During the Order Term of the license, this Agreement may be terminated by Customer without cause in accordance with the FAR.

   (b) If a term license is specified in the Order, the Order Term shall be the number of months or years set forth in the Order. During the Order Term of the license, this Agreement may be terminated by Customer without cause in accordance with the FAR.

   (c) Termination or expiration does not affect either party’s rights or obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 6, 7, 9, 11 (but only for the period of time specified therein), 16, 17, 18, 19, 20, 21 and 22 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.

18. **Indemnification.** CORAS has the right to intervene, defend, indemnify and hold harmless Customer from and against damages, costs, and reasonable attorneys’ fees, if any, finally awarded against Customer from any claim of infringement or violation of any U.S. patent, copyright, or trademark asserted against Customer by a third party based upon Customer’s use of the Products in accordance with the terms of this Agreement, provided that CORAS shall have received from Customer: (a) notice of such claim within 20 days of Customer receiving notice of such claim; (b)
the exclusive right to contract and direct the investigation, defense and settlement (if applicable) of such claim; and
(c) all reasonable necessary cooperation of Customer. If Customer’s use of any of the Products are, or in CORAS’
opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, CORAS
may, in its sole discretion: (i) substitute for the Products substantially functionally similar programs and
documentation; (ii) procure for Customer the right to continue using the Products; or (iii) if CORAS reasonably
determines that options (i) and (ii) are commercially impracticable, submit a claim to the Ordering Activity
Contracting Officer under the Contracts Disputes Act to terminate this Agreement and refund to Customer in the case
of perpetual licenses, the license fee paid hereunder by Customer as reduced to reflect a four (4)-year straight line
amortization from the date on which the Products were first delivered by CORAS, or, in the case of term licenses,
refund to Customer a pro-rated portion of the license fee paid that reflects the remaining portion of the Order Term at
the effective date of termination. The foregoing indemnification obligation of CORAS shall not apply: (1) if the
Products are modified by any party other than CORAS, but only to the extent the alleged infringement would not have
occurred but for such modification; (2) if the Products are modified by CORAS at the request of Customer, but only
to the extent the alleged infringement would not have occurred but for such modification; (3) if the Products are
combined with other non-CORAS products or processes not authorized by CORAS, but only to the extent the alleged
infringement would not have occurred but for such combination; (4) to any unauthorized use of the Products; (5)
to any superseded release of the Products if the infringement would have been avoided by the use of a current release of
the Products that CORAS has provided to Customer prior to the date of the alleged infringement; or (6) to any third
party products, software or services contained within or used to deliver the Products. THIS SECTION SETS FORTH
CORAS’ SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY
CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT. Nothing herein shall be construed in derogation of
the U.S. Department of Justice’s right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional
statute 28 USC § 516.

19. CORAS Limited Warranty and Disclaimer.

(a) If Customer hosting is specified in the Order, CORAS warrants for a period of 90 days from the date the
initial Software was delivered by CORAS, that the Software will substantially conform to CORAS’ then current
Documentation for such Software. This warranty covers only problems reported to CORAS in writing (including a
test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period.
In the event of a material failure of the Software to perform substantially in accordance with the specifications during
the warranty period (“Defect”), CORAS shall use reasonable efforts to correct the Defect or provide a suitable work
around as soon as reasonably practical after receipt of Customer’s written notice as specified above. A Defect shall
not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Software or
any modification thereof by any person other than CORAS. If CORAS has not remedied the Defect within 30 days of
its receipt of Customer’s written notice, Customer may give CORAS written notice of termination of this Agreement,
which termination will be effective after CORAS’ receipt of the notice pursuant to the procedures in the FAR, unless
CORAS is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this
Agreement pursuant to Customer’s exercise of its right under this Section, Customer shall be entitled to receive from
CORAS, as its sole and exclusive remedy, a refund of all amounts paid to CORAS hereunder.

(b) ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE,
EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 19(a). EXCEPT AS
EXPRESSLY SET FORTH IN SECTION 19(a), THE PRODUCTS AND SERVICES ARE PROVIDED “AS-IS”
WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND CORAS AND ITS SUPPLIERS HEREBY
DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE
PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS
AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT,
MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE
FOREGOING LIMITATION, CORAS DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION,
TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE
PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES THAT CORAS
DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER
COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD PARTY SERVICES AND THAT
THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER
DAMAGE RESULTING FROM SUCH PROBLEMS.
20. Customer Representations and Warranties. Customer represents, warrants and covenants to CORAS that it will not use the Products for any unauthorized or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) harmful or fraudulent activities, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of contractual agreement or local, state and/or federal laws, regulations, or ordinances. Customer represents, warrants and covenants to CORAS that (i) it will not transmit, store, integrate, import, display, distribute, use, or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper, or illegal, (ii) no Content infringes upon or violates any other Party’s Intellectual Property Rights, privacy, publicity, or other proprietary rights, (iii) this Agreement imposes no obligations, by contract or local, state, federal, international law, regulation or ordinance, with respect to Content, unless expressly agreed to in writing, and (iv) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws or policies in order to enable CORAS to receive and process Content, including personal data, according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes through the use of the Products and the conclusions drawn therefrom are done at Customer’s own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

21. Limitations of Liability.

(a) Except for any amounts awarded to third parties arising under Section 18 of this Agreement (Indemnification), and except for bodily injury, death, fraud (but solely to the extent that limitation on liability therefor is not permitted under applicable law), to the maximum extent permitted by applicable law, and notwithstanding anything in this Agreement to the contrary, Customer agrees that CORAS shall not be liable to CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCTS, SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON CORAS’ NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS, ALTERATION, CORRUPTION OR BREACH OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND CORAS’ REASONABLE CONTROL, EVEN IF CORAS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

(b) Except for any amounts awarded to third parties arising under Section 18 of this Agreement (Indemnification), and except for bodily injury, death, fraud (but solely to the extent that limitation on liability therefor is not permitted under applicable law), to the maximum extent permitted by applicable law and notwithstanding anything in this Agreement to the contrary, Customer agrees that the maximum aggregate liability of CORAS on any claim of any kind, whether based on contract, tort (including but not limited to, strict liability, product liability or negligence) or any other legal or equitable theory or resulting from this Agreement or any products or services furnished hereunder shall not exceed the sums paid to CORAS BY CUSTOMER UNDER THE APPLICABLE ORDER.

22. Miscellaneous.

(a) Assignment/Transfer. Neither this Agreement nor the access or licenses provided hereunder may be assigned or transferred, subcontracted or sublicensed by Customer without the prior written consent of CORAS; any attempt to do so shall be void. CORAS may not assign this Agreement in whole or in part without the prior written consent of Customer.
(b) **Third Party Services.** CORAS may utilize and/or make available third party services in the provision of the Products and processing of Content (each a “**Third Party Service**”). Such Third Party Services may be set forth in the Documentation or otherwise be mutually agreed by and between the parties. CORAS is not responsible and liable for any Third Party Service (including without limitation, uptime guarantees, outages or failures).

(c) **Entire Agreement.** The terms and conditions of this Agreement together with the underlying GSA Schedule contract, Schedule Pricelist, and Order(s) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written representations, proposals or agreements concerning the subject matter herein.

(d) **Interpretation.** Any construction or interpretation to be made of the Agreement shall not be construed against the drafter.

(e) **Notices.** Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt (an email notice to CORAS must be sent to contracts@coras.com), or major commercial rapid delivery courier service to the address specified in the Order.

(f) **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable.

(g) **Amendments, Modifications and Waivers.** Any and all modifications, waivers or amendments must be made by mutual agreement and shall be effective only if made in writing and signed by each party. No waiver of any breach shall be deemed a waiver of any subsequent breach.

(h) **Export.** Unless otherwise specified by CORAS, the Products, Documentation, and Support and Maintenance provided hereunder are subject to U.S. trade controls and sanctions and may only be further exported or transferred in accordance with applicable export and sanction requirements, including consultation of the U.S. Consolidated Screening List. It is Customer’s responsibility to provide CORAS with the necessary information for CORAS to comply with applicable requirements, and to ensure that all end-uses and end-users relating to Customer’s reexports and retransfers of the Products, Documentation and Support and Maintenance comply with applicable controls.

(i) **Federal, State and Local Taxes Clause.** This Agreement is governed by the Federal, State and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. CORAS shall state separately on its invoices, taxes excluded from the fees, and Customer either agrees to pay the amount of the taxes (based in current value of the equipment) to the contrary or provide evidence necessary to sustain an exemption, in accordance with FAR § 52.229-1 and FAR § 52.229-3.

(j) **Force Majeure.** Excusable delays shall be governed by FAR § 52.21-4(f).