



rPM³ Solutions, LLC

AUTHORIZED FEDERAL ERM/GRC/A123 CLOUD-BASED SOFTWARE SOLUTIONS

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

ERM & A123 Software Solutions

Special Item Numbers

511210 Software Licenses
518210C Cloud Computing Services

P.O. Box 913
Pasadena, MD 21122
Main: (410) 255-3101
Fax: (410) 255-9694
www.rpm3solutions.com



SPECIAL ITEM NUMBER 511210 – SOFTWARE LICENSES**SPECIAL ITEM NUMBER 518210C – CLOUD COMPUTING SERVICES**

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

rPM3 Solutions, LLC.
P.O. Box 913
Pasadena, MD 21122
Main: (410) 255-3101
Fax: (410) 255-9694
www.rpm3solutions.com

Contract Number: **47QTCA18D008A**

Period Covered by Contract: March 12, 2018 through March 11, 2023

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # N/A

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

The Aperitisoft™ software product is proprietary software developed, owned, and copyrighted by rPM³ Solutions, LLC. The ARQ Technology™ software product is a patent protected software apparatus and business method covered under USPTO Patent#: 7809634. Aperitisoft™ and ARQ Technology™ are trademarks of rPM³.

Table of Contents

APERITISOFT™ A123 EXPRESS SOFTWARE – PRODUCT BROCHURE	3
FSS AUTHORIZED IT TECHNOLOGY SCHEDULE LICENSED PRODUCTS PRICELIST:	
• APERITISOFT™ A123 EXPRESS SOFTWARE PRICING	5
APERITISOFT™ ERMIS SUITE OF CLOUD PRODUCTS – PRODUCT BROCHURE	7
SPECIAL PURCHASING INSTRUCTIONS: APERITISOFT™ CLOUD SOFTWARE SUITE	12
FSS AUTHORIZED IT TECHNOLOGY SCHEDULE SAAS PRODUCTS PRICELIST:	
• APERITISOFT™ ERM MANAGER SOFTWARE PRICING	14
• APERITISOFT™ QRAM SOFTWARE PRICING	17
• ARQ TECHNOLOGY™ SOFTWARE PRICING	20
INFORMATION FOR ORDERING OFFICES	23
rPM ³ END-USER LICENSE AGREEMENT (EULA) FOR THE APERITISOFT™ A123 EXPRESS SOFTWARE PRODUCT (SPECIAL ITEM NUMBER 511210)	30
TERMS AND CONDITIONS APPLICABLE TO CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 518210C)	38
rPM ³ SaaS TERMS OF SERVICE (TOS) FOR CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 518210C)	40
SMALL BUSINESS PARTICIPATION	57
BLANKET PURCHASE AGREEMENT FORMAT GUIDELINES	58
BLANKET PURCHASE AGREEMENT	59
CONTRACTOR TEAM ARRANGMENTS	61

rPM3 Solutions, LLC.

Aperitisoft™ A123 Express

**Software Licenses
(SIN 511210)**

Product Brochure



Product Sheet



Aperitisoft™ A123 Express

The *FAST LANE* to Creating Value in A123 Compliance



Powerful ERM software you can purchase with a P-Card!

Introducing, **Aperitisoft™ A123 Express** — a feature rich software application designed to support all aspects of government agency ERM programs and maintaining a quality Enterprise Risk Profile—at a fraction of the cost.

A123 Express Package

- Includes the following functional modules:
 1. Multi-tab Workspace for each Active Risk
 2. Establish Context (Objectives documentation + Multi-Register setup)
 3. Risk Identification
 4. Risk Categorization
 5. Root Cause Analysis
 6. Risk Analysis (both qualitative & quantitative scoring options)
 7. Built-in Monte Carlo Simulation Engine
 8. Risk Response Planning & Monitoring
 9. Controls Documentation
 10. Evaluation Charts & Graphs (including: Heat & Quadrant Maps and Key Risk Selection)
 11. Integrated Survey Tool
 12. Executive Risk Reporting
- Max 3 Admin Users + 2 Exec Read Only Users
- Up to 1/2 day onsite technical support for configuration
- 3 hours of online training
- 1 year of maintenance



Logical and Intuitive — Aperitisoft™ is designed to work the same way you do to assess and manage risks. Configuring A123 Express to your agency’s ERM framework is easy through our setup wizard, and its logical workflow design provides the intuitive automation needed to create value with ERM.



Innovative Two-dimensional Architecture — The unique 2-dimensional architecture makes it possible to layer multiple registers to create an enterprise register with the ability to aggregate key risks dimensionally — by risk hierarchy and by register.



Both Qualitative and Quantitative Analysis Methods — Don’t be fooled by its affordability, A123 Express is powerful software giving you the option to choose how to analyze your risks. You can setup any method of qualitative scoring or analyze risks quantitatively (*applying Monte Carlo Simulation*).



Integrated Survey Tool — The built in survey tool saves time at every step of the risk management process (*including: Risk ID, Evaluation & Analysis, Risk Response, and Monitoring & Review*). This tool also gives you the flexibility to create polls, conduct interviews, facilitate workshops, and collect documentation.



Affordable — Why let the high cost of conventional GRC systems keep you from taking advantage of the ERM automation you need? A123 Express is priced at a level that puts powerful ERM software within the new **P-Card threshold!** Contact **rPM³ TODAY** and get started with **A123 Express**.

To learn more, contact:
 rPM3 Solutions at
info@rPM3Solutions.com or
 (410) 255-3101

GSA Contract Holder



rPM3 Solutions, LLC.

**Aperitisoft™ A123 EXPRESS – Software Licenses
(SIN 511210)**

Pricelist



Aperitisoft™ A123 Express Software License			
GSA Price List 47QTC A18D008A (RPM3 Solutions, LLC)			
Aperitisoft™ A123 Express is a feature rich and easy-to-use ERM Software designed for Federal Agency OMB A-123 compliance. Highly configurable to align with any Agency ERM Framework. Affordably priced below the new P-card threshold. Manages every aspect of the ERM process - Risk ID, Root Cause & Consequence Analysis, Controls Documentation, Scoring & Evaluation (both qualitative & quantitative), Prioritization, Response/Action Plan Development & Monitoring, KRIs and Executive Dashboards. Includes a built-in Monte Carlo Simulation engine and a survey tool to support data gathering from anyone. Installed on your server, behind your firewall.			
Product Part Number	Product Name / Product Description	Unit of Issue	GSA Price (inclusive of IFF)
Installation & Setup (One-time) – Required with every new installation			
A123Exp1.0	Aperitisoft™ A123 Express – Software License – 12 months, including: <ul style="list-style-type: none"> Built-in Survey Tool Monte Carlo Simulation Engine (quantitative assessments only) Up to ½ Day of Technical Support for Software Configuration; 3 Hours of online Software Training; 12 Months of Software Maintenance; Max of 2 open (unlocked) Assessments at any time; Up to 3 Admin Users and 2 Executive (Read-only) Users <p>NOTE: This product is installed on the buyers private server.</p>	12 Months	\$9,999.99

rPM3 Solutions, LLC.

Aperitisoft™ Suite of Cloud Products

**Cloud Computing Services
(SIN 518210C)**

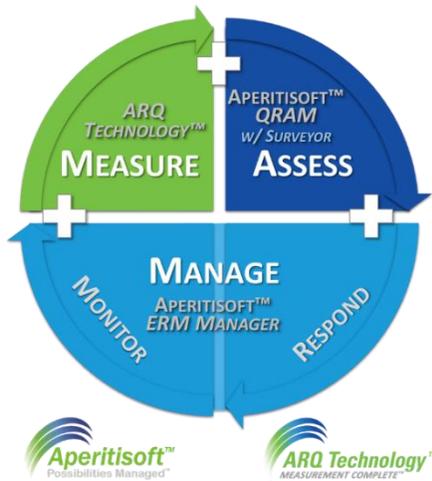
Product Brochure



Introducing Aperitisoft™, the exciting new software innovation for ERM that actually mimics how risk and risk management function in the real world. We call our innovation: “ERMIS” or *Enterprise Risk Management Information Systems*. This novel system architecture is PERFECT for A-123 compliance by making the requirements easy to produce and manage. It does this by replicating the essential workflow/processes inherent to every form of risk assessment. Don't be fooled by its affordable price, Aperitisoft™ is powerful software designed with everything you need in mind to start and grow your ERM program – it can gather and document data with ease; it can analyze risks both qualitatively and quantitatively; it has the flexibility and configurability to align with every form of risk management process and framework (*regardless of Maturity*); and measure the results – all in one user friendly software application.



APERITISOFT™ SUITE OF ERMIS SOFTWARE

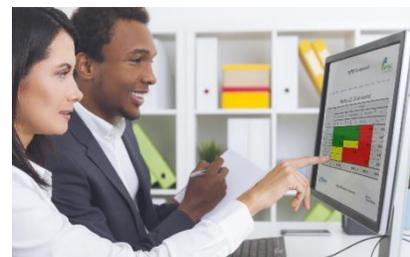


ASSESS • MANAGE • MEASURE.

The **Aperitisoft™** Suite of ERMIS Software Products gives YOU the power tools and automation you need to effectively and efficiently DRIVE all of your risk management programs (*from assessment to measurement*), all in one software application. This software suite offers YOU the choice of 2 different levels of product functionality and the option to add a patented “cost of risk” measurement module, so you can best match software functionality with your need and maturity level – the suite includes: Aperitisoft™ QRAM (*the essential tools for a quality risk assessment*), Aperitisoft™ ERM Manager (*the additional response & monitoring capability to mature your program*) and ARQ Technology™ (*the “cost of risk” measurement you need to measure results*).

Aperitisoft™ QRAM – ASSESS.

QRAM is at the foundation of the Aperitisoft™ Suite of ERMIS Software Products and at the heart of rPM³'s innovative ERMIS architecture. It is designed to GUIDE you thru any risk assessment process by applying a proven step-by-step methodology which is accepted as best practices worldwide, while mimicking how risks function in the real world. This innovative software tool provides you with everything you need to perform a repeatable, quality risk assessment (*Establish Context, Identify, Document Factors and Existing Mitigations/Controls, Analyze, Evaluate and Prioritize*) and maintain an excellent Risk Profile for A-123 compliance. QRAM includes a built-in survey tool (Aperitisoft™ Surveyor), intuitive screens and interactive evaluation charts, which make risk assessment simple, consistent and logically connected to your overall ERM process. QRAM helps you go the extra step to isolate your most impactful risks and to apply your risk tolerance criteria uniformly. It's powerful drill-down capability is included at each step, connecting you to each risk's own workspace (where data can be updated, modified and maintained). This makes the iterative process of risk assessment easy to perform.



Whether you're just getting started with ERM or need a robust risk assessment management tool to support your existing risk register or GRC application, **QRAM** is product you have been looking for.



Surveyor - DATA. Need to conduct Workshops? Interviews? send out Questionnaires? No problem! Regardless of what method you use to collect your risk information, Surveyor saves you time and makes it easy. Built-in to the QRAM and ERM Manager products, Surveyor includes an intuitive collection of wizards that make data collection easy. Manage survey participants and create surveys that fit your ERM practices. Choose which participants are included in each survey. Create surveys for risk brainstorming or factor development. Build a scoring poll for your risks that precisely matches your risk scoring criteria. Surveyor is designed to make data collection easy, aligned with ERM best practices and able to save you and your participants' precious time, without losing the integrity of the data. Also, your survey data is stored independently so you can print, export, or transfer your survey results into any application.

Aperitisoft™ ERM Manager – ASSESS ▪ MANAGE.

Take QRAM to the next level with ERM Manager. This powerful product builds on QRAM by adding the tools and functionality needed to guide and support the active risk management aspects of ERM, which produces the most ERM intuitive software product on the market today. Staying true to Aperitisoft™'s innovative ERMIS design, ERM Manager builds-in the capability to develop and manage risk response action plans, create and track KRI's, and monitor progress and trends. It also provides a comprehensive Portfolio of Risk Profiles and quick access to risks, so Risk Owners can stay current with the Risk Groups under their responsibility. Powerful reporting and a customized Risk Monitoring Dashboard keep you in touch with all of your risks at all times. If you are looking for a robust software platform that is easily configurable to your unique risk taxonomy and is capable of supporting every aspect of your ERM program, **Aperitisoft™ ERM Manager** is the best choice for you.



ARQ Technology™ – MEASURE.

YES! Measurement IS possible! rPM³'s patented ARQ Technology™ makes this elusive aspect of the ERM discipline a reality. This cutting-edge innovation systematically and repeatably deciphers your general ledger and budget data to accurately ascertain the cost burden of risk on your financial results. This data measures a wide variety of important ERM performance metrics essential to assure accountability and inform decision making. With ARQ™ you can:

- Measure, track and trend your overall ERM Performance;
- Isolate and monitor risk-related resource allocations in the aggregate, by risk category or segment of the agency;
- Easily identify and document actual Risk Events/Incidents;
- Test your stated Risk Appetite using measurable results; and
- Evaluate the trade-off decisions regarding risk taking practices in the aggregate, by risk category or by segment of the agency.



The Aperitisoft™ Advantage

Aperitisoft™ provides the versatility, scalability and tools Federal ERM Pros need to meet the challenges of A123 Compliance, regardless of your program's progress along the ERM Maturity Curve. The Aperitisoft™ ERMIS Suite accomplishes this by:

1. Being flexible and configurable – Aperitisoft™ includes a collection of set-up wizards that adapt the software precisely to the user's unique ERM language, processes and framework. This also makes it easy to configure the system to match the unique nomenclature and workflow common to the ISO 31000 and COSO ERM standards (or hybrids) acceptable under A123.
2. Being Qualitative and Quantitative – Aperitisoft™ gives you the option to analyze your risks qualitatively or quantitatively. If you choose quantitative, Aperitisoft™ provides a methodology that analyzes each probable risk event by helping you gather and evaluate the statistical data produced from a Monte Carlo simulation. This data is produced from 4 data points – a probability estimate and a 3-point estimate of impact for each event. If you choose qualitative, it provides you with a simple set-up wizard to precisely match the risk scoring and ranking methodology you use.
3. Providing a built-in survey capability – Aperitisoft™ includes rPM's ERM-based survey/polling tool we call the "Surveyor". This tool enables you to easily create questionnaires, surveys or scoring polls to support the gathering of data in a workshop or interview venue and via an email survey.
4. Being ERM Intuitive – because Aperitisoft™'s system architecture is process-based rather than list-based, this means that the application intuitively leads the ERM practitioner through the thought process of risk: beginning with the establishment of context, then the identification of risks, risk analysis, evaluation and prioritization; and onto the controls, mitigations and treatments of risks; and risks monitoring.

Features and Tools:

- System configuration wizards;
- Built-in risk criteria testing;
- Workflow management of every risk assessment;
- Multiple risk assessment capability and the ability to copy data from assessment to assessment;
- Built-in Aperitisoft™ Surveyor tool;
- Quantitative or Qualitative analyses;
- Powerful Evaluation Reports with drill-down capability;
- An intuitive indexed repository of your Portfolio of Risks;
- Customized Reports that meet your specific reporting requirements;
- 24 man-hours of Customization Support to be applied to additional custom report creation or custom system modification.

Aperitisoft™ ERMIS Suite – Functionality Comparison

Software Functionality	Aperitisoft™ QRAM	Aperitisoft™ ERM Manager	ARQ Technology™
Automated Questionnaires and Scoring Polls	✓	✓	
Easy-to-Create Surveys to Support Interviews, Polls and Workshops	✓	✓	
Create Risk ID, Scoring and Factor ID Surveys	✓	✓	
Guided Risk Assessment Process	✓	✓	
Flexible and Configurable Development Tool for the Documentation of Attributing Factors	✓	✓	
Qualitative Scoring Setup Wizard	✓	✓	
Quantitative Analysis using Monte Carlo Simulation	✓	✓	
Automated Risk Profiles	✓	✓	
Automated Risk Tolerance Testing	✓	✓	
Interactive Evaluation Graphics & Reporting with Drill-down Capability	✓	✓	
Easy Key Risk Identification & Risk Prioritization	✓	✓	
Top-down/Bottom-up Controls/Existing Mitigation Documentation		✓	
Risk Response Plan Development Module		✓	
Risk, Risk Response and KRI Monitoring		✓	
Executive Risk Reporting & Dashboards		✓	
Aggregated measurement of Cost of Risk			✓
Risk Event/Incident ID and Register			✓
Risk Appetite Testing			✓
ERM Performance Measurement			✓

SPECIAL PURCHASING INSTRUCTIONS: APERITISOFT™ ERMIS CLOUD SOFTWARE SUITE

Purchasing from rPM³ Solutions on GSA Advantage![®] & eBuy (RFQ/RFP).

Assessment-based/Register-based Pricing Model:

Based on the innovative Aperitisoft™ system architecture, rPM3 is able to utilize a unique pricing model that makes “per user”/“per seat” models obsolete. This is possible because Aperitisoft™ can be configured to host an infinite number and variety of assessments and types (i.e., top-down, bottom-up, “deep-dive”, controls-based, standards-based, etc.) all in one system, therefore our pricing model looks to the # of assessments/register to drive pricing, rather than the # of users. **There is NO seat or user restrictions with Aperitisoft™!** This takes the burden of user selection and limitations on system interface off the minds of our customers, enabling them to use and configure the system in an optimal fashion that will yield the best results. **However, rPM3 does have the ability to respond to eBuy RFQ/RFP’s in a “per user”/“per seat” format if that is required by your agency.**

Information needed to apply the Assessment-based/Register-based Pricing Model to your agency:

1. Determine your Service-level – since agency size (operation budget) drives complexity, utilization and data volume, rPM3 has offered 7 levels of service pricing for each of its products as itemized in the Pricelists below;
2. Determine your assessment/register requirements – based on your Enterprise Architecture and/or ERM Framework determine the total # of stand alone assessments and/or registers you need. This will determine the # of additional assessments you will need to purchase.
3. # of discrete accounting systems (ARQ Technology™ only) – ARQ™ is also assessment-based, but its assessments are General Ledger based accounting decipherers.

With this information you are ready to utilize the Product Pricelists below.

Installation & Setup (One-time) – Required with every new installation

For each of the products (**Aperitisoft™ ERM Manager, QRAM and ARQ Technology™**) you will need to purchase a ONE-TIME Installation & Set-up fee based on your corresponding annual operating budget driven Service-level listed in the Pricelists below. Just find the correct NSN/mfr. part number based on your product choice and operating budget (For example, “ERML1.1.0”)

Base Monthly SaaS Subscription Fee (Min 12 Month Order)

You will also need to purchase your Base Monthly SaaS Subscription for your Product choice. This is purchased in blocks of **12 month** commitments, based on your Service-level. Each

Service-level includes an allotted # of Assessments/Registers as part of the “Base” fee (*see Pricelists below*).

Variable Item – Additional Assessment Fee

CONFIGURATION – Lastly, purchase the additional # of Assessments/Registers you will need to meet your configuration/architecture requirements. This # is net of the allotment included with your Service-level. For example, if your Service-level allotment is 5 and your overall requirement is 15, you will need to purchase 10 additional assessments/registers. These additional assessments are also sold in blocks of 12 months.

MONTHLY UTILIZATION – be advised, in any given month if you have more assessments “open and active” than your Total Allotment purchased (your service-level allotment plus the additional assessments purchased), rPM3 will bill you for those additional assessments for that month based on your Service-level.

Billing Cycle

rPM3 will invoice you monthly, unless otherwise arranged at time of purchase.

General

Please find the corresponding NSN/mfr. part number based on your product choice and operating budget Service-level listed below and then find that number and needed quantity on **GSA Advantage!®** or submit a RFQ or RFP via **eBuy Schedule 70, Category 518210C, Cloud Computing Services**.

rPM3 Solutions, LLC.

**Aperitisoft™ ERM Manager - Cloud Computing Services
(SIN 518210C)**

Pricelist



Aperitisoft™ ERM Manager Installation & SaaS Subscription Fees			
GSA Price List 47QTCA18D008A (RPM3 Solutions, LLC)			
Aperitisoft™ ERM Manager includes all of the powerful risk assessment functionality found in the “QRAM” product, plus our Risk Response Development, KRI Setup & Monitoring and Executive Reporting & Monitoring Modules.			
Product Part Number	Product Name / Product Description	Unit of Issue	GSA Price (inclusive of IFF)
Installation & Setup (One-time) – Required with every new installation			
ERML1.1.0	Aperitisoft™ ERM Manager - Level 1: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$250 Million.	One-time (Initial)	\$8,891.69
ERML2.1.0	Aperitisoft™ ERM Manager - Level 2: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$500 Million.	One-time (Initial)	\$8,891.69
ERML3.1.0	Aperitisoft™ ERM Manager - Level 3: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$1 Billion.	One-time (Initial)	\$11,855.58
ERML4.1.0	Aperitisoft™ ERM Manager - Level 4: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$5 Billion.	One-time (Initial)	\$11,855.58
ERML5.1.0	Aperitisoft™ ERM Manager - Level 5: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$15 Billion.	One-time (Initial)	\$17,783.38
ERML6.1.0	Aperitisoft™ ERM Manager - Level 6: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$30 Billion.	One-time (Initial)	\$17,783.38
ERML7.1.0	Aperitisoft™ ERM Manager - Level 7: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget > \$30 Billion.	One-time (Initial)	\$23,711.17
Base Monthly SaaS Subscription Fee (Min 12 Month Order)			
ERML1.2.0	Aperitisoft™ ERM Manager - Level 1: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$250 Million – includes allotment of 2 active and open Assessment File per month (unlimited users).	Monthly	\$1,778.34
ERML2.2.0	Aperitisoft™ ERM Manager - Level 2: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$500 Million – includes allotment of 3 active and open Assessment File per month (unlimited users).	Monthly	\$2,074.73
ERML3.2.0	Aperitisoft™ ERM Manager - Level 3: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$1 Billion – includes allotment of 4 active and open Assessment Files per month (unlimited users).	Monthly	\$3,260.29
ERML4.2.0	Aperitisoft™ ERM Manager - Level 4: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$5 Billion – includes allotment of 5 active and open Assessment Files per month (unlimited users).	Monthly	\$4,268.01
ERML5.2.0	Aperitisoft™ ERM Manager - Level 5: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$15 Billion – includes allotment of 7 active and open Assessment File per month (unlimited users).	Monthly	\$5,748.16

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

ERML6.2.0	Aperitisoft™ ERM Manager - Level 6: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$30 Billion – includes allotment of 10 active and open Assessment Files per month (unlimited users).	Monthly	\$9,247.36
ERML7.2.0	Aperitisoft™ ERM Manager - Level 7: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget > \$30 Billion – includes allotment of 16 active and open Assessment Files per month (unlimited users).	Monthly	\$14,700.92
Variable Item – Additional Assessment Fee (for each open & active Assessment file over allotment per month)			
ERML1.2.1	Aperitisoft™ ERM Manager - Level 1: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$250 Million .	Monthly	\$237.11
ERML2.2.1	Aperitisoft™ ERM Manager - Level 2: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$500 Million .	Monthly	\$296.39
ERML3.2.1	Aperitisoft™ ERM Manager - Level 3: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$1 Billion .	Monthly	\$533.50
ERML4.2.1	Aperitisoft™ ERM Manager - Level 4: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$5 Billion .	Monthly	\$758.75
ERML5.2.1	Aperitisoft™ ERM Manager - Level 5: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$15 Billion .	Monthly	\$1,077.78
ERML6.2.1	Aperitisoft™ ERM Manager - Level 6: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$30 Billion .	Monthly	\$1,778.34
ERML7.2.1	Aperitisoft™ ERM Manager - Level 7: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget > \$30 Billion .	Monthly	\$2,845.34

rPM3 Solutions, LLC.

**Aperitisoft™ QRAM - Cloud Computing Services
(SIN 518210C)**

Pricelist



Aperitisoft™ QRAM Installation & SaaS Subscription Fees			
GSA Price List 47QTCA18D008A (RPM3 Solutions, LLC)			
Aperitisoft™ QRAM includes everything you will need to perform a quality risk assessment – establish context, identify risks, categorize risks, ID & develop factors (drivers, causes, consequences), document controls/existing mitigations, analyze/score risks (qualitatively or quantitatively), evaluate results & prioritize risks. Includes an easy to use and powerful Survey Tool to better collect information.			
Product Part Number	Product Name / Product Description	Unit of Issue	GSA Price (inclusive of IFF)
Installation & Setup (One-time) – Required with every new installation			
QRAML1.1.0	Aperitisoft™ QRAM - Level 1: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$250 Million.	One-time (Initial)	\$8,891.69
QRAML2.1.0	Aperitisoft™ QRAM - Level 2: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$500 Million.	One-time (Initial)	\$8,891.69
QRAML3.1.0	Aperitisoft™ QRAM - Level 3: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$1 Billion.	One-time (Initial)	\$11,855.58
QRAML4.1.0	Aperitisoft™ QRAM - Level 4: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$5 Billion.	One-time (Initial)	\$11,855.58
QRAML5.1.0	Aperitisoft™ QRAM - Level 5: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$15 Billion.	One-time (Initial)	\$17,783.38
QRAML6.1.0	Aperitisoft™ QRAM - Level 6: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$30 Billion.	One-time (Initial)	\$17,783.38
QRAML7.1.0	Aperitisoft™ QRAM - Level 7: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget > \$30 Billion.	One-time (Initial)	\$23,711.17
Base Monthly SaaS Subscription Fee (Min 12 Month Order)			
QRAML1.2.0	Aperitisoft™ QRAM - Level 1: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$250 Million – includes allotment of 2 active and open Assessment File per month (unlimited users).	Monthly	\$1,422.67
QRAML2.2.0	Aperitisoft™ QRAM - Level 2: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$500 Million – includes allotment of 3 active and open Assessment File per month (unlimited users).	Monthly	\$1,659.78
QRAML3.2.0	Aperitisoft™ QRAM - Level 3: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$1 Billion – includes allotment of 4 active and open Assessment Files per month (unlimited users).	Monthly	\$2,608.23
QRAML4.2.0	Aperitisoft™ QRAM - Level 4: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$5 Billion – includes allotment of 5 active and open Assessment Files per month (unlimited users).	Monthly	\$3,414.41

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

QRAML5.2.0	Aperitisoft™ QRAM - Level 5: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$15 Billion – includes allotment of 7 active and open Assessment File per month (unlimited users).	Monthly	\$4,598.53
QRAML6.2.0	Aperitisoft™ QRAM - Level 6: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$30 Billion – includes allotment of 10 active and open Assessment Files per month (unlimited users).	Monthly	\$7,397.88
QRAML7.2.0	Aperitisoft™ QRAM - Level 7: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget > \$30 Billion – includes allotment of 16 active and open Assessment Files per month (unlimited users).	Monthly	\$11,760.73
Variable Item – Additional Assessment Fee (for each open & active Assessment file over allotment per month)			
QRAML1.2.1	Aperitisoft™ QRAM - Level 1: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$250 Million .	Monthly	\$189.70
QRAML2.2.1	Aperitisoft™ QRAM - Level 2: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$500 Million .	Monthly	\$237.11
QRAML3.2.1	Aperitisoft™ QRAM - Level 3: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$1 Billion .	Monthly	\$426.80
QRAML4.2.1	Aperitisoft™ QRAM - Level 4: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$5 Billion .	Monthly	\$607.00
QRAML5.2.1	Aperitisoft™ QRAM - Level 5: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$15 Billion .	Monthly	\$862.23
QRAML6.2.1	Aperitisoft™ QRAM - Level 6: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget <= \$30 Billion .	Monthly	\$1,422.67
QRAML7.2.1	Aperitisoft™ QRAM - Level 7: Additional Monthly SaaS Service Fee per Additional Assessment – the additional monthly SaaS Subscription Fee per each additional active and open Assessment file over and above the monthly allotment for entities/agencies with an Op Budget > \$30 Billion .	Monthly	\$2,276.27

rPM3 Solutions, LLC.

**ARQ Technology™ - Cloud Computing Services
(SIN 518210C)**

Pricelist



ARQ Technology™ Installation & SaaS Subscription Fees			
GSA Price List 47QTCA18D008A (RPM3 Solutions, LLC)			
<p>ARQ Technology™ is an innovative business method and software solution that accurately measures and monitors the actual financial cost of risk experienced by an entity/agency within every financial close. This measurement creates a powerful gauge of risk appetite, determines overall risk management effectiveness and provides the data necessary to isolate key areas of improvement.</p>			
Product Part Number	Product Name / Product Description	Unit of Issue	GSA Price (inclusive of IFF)
Base Installation & Setup Fee (includes Initial Decipher Workspace) – Required (One-time)			
ARQL1.1.0	ARQ Technology™ - Level 1: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$250 Million .	One-time (Initial)	\$8,891.69
ARQL2.1.0	ARQ Technology™ - Level 2: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$500 Million .	One-time (Initial)	\$8,891.69
ARQL3.1.0	ARQ Technology™ - Level 3: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$1 Billion .	One-time (Initial)	\$11,855.58
ARQL4.1.0	ARQ Technology™ - Level 4: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$5 Billion .	One-time (Initial)	\$11,855.58
ARQL5.1.0	ARQ Technology™ - Level 5: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$15 Billion .	One-time (Initial)	\$17,783.38
ARQL6.1.0	ARQ Technology™ - Level 6: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$30 Billion .	One-time (Initial)	\$17,783.38
ARQL7.1.0	ARQ Technology™ - Level 7: Base Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget > \$30 Billion .	One-time (Initial)	\$23,711.17
Additional Decipher Workspace Installation & Setup Fee – per each additional Decipher Workspace installed			
ARQL1.1.1	ARQ Technology™ - Level 1: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$250 Million .	One-time (Per Each Additional)	\$4,445.84
ARQL2.1.1	ARQ Technology™ - Level 2: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$500 Million .	One-time (Per Each Additional)	\$4,445.84
ARQL3.1.1	ARQ Technology™ - Level 3: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$1 Billion .	One-time (Per Each Additional)	\$5,927.79
ARQL4.1.1	ARQ Technology™ - Level 4: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$5 Billion .	One-time (Per Each Additional)	\$5,927.79
ARQL5.1.1	ARQ Technology™ - Level 5: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$15 Billion .	One-time (Per Each Additional)	\$8,891.69
ARQL6.1.1	ARQ Technology™ - Level 6: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget <= \$30 Billion .	One-time (Per Each Additional)	\$8,891.69

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

ARQL7.1.1	ARQ Technology™ - Level 7: Additional Workspace Installation Fee – Cloud and application installation, configuration and set-up fee for entities/agencies with an Op Budget > \$30 Billion .	One-time (Per Each Additional)	\$11,855.58
Base Monthly SaaS Subscription Fee (Min 12 Month Order)			
ARQL1.2.0	ARQ Technology™ - Level 1: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$250 Million – includes 1 Decipher Workspace.	Monthly	\$1,778.34
ARQL2.2.0	ARQ Technology™ - Level 2: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$500 Million – includes up to 2 Decipher Workspaces.	Monthly	\$2,074.73
ARQL3.2.0	ARQ Technology™ - Level 3: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$1 Billion – includes up to 3 Decipher Workspaces.	Monthly	\$3,260.29
ARQL4.2.0	ARQ Technology™ - Level 4: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$5 Billion – includes up to 4 Decipher Workspaces.	Monthly	\$4,268.01
ARQL5.2.0	ARQ Technology™ - Level 5: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$15 Billion – includes up to 5 Decipher Workspaces.	Monthly	\$5,748.16
ARQL6.2.0	ARQ Technology™ - Level 6: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget <= \$30 Billion – includes up to 6 Decipher Workspaces.	Monthly	\$9,247.36
ARQL7.2.0	ARQ Technology™ - Level 7: Base Monthly SaaS Service Fee – the base monthly SaaS Subscription Fee for entities/agencies with an Op Budget > \$30 Billion – includes up to 7 Decipher Workspaces.	Monthly	\$14,700.92
Variable Item – Additional Workspace SaaS Subscription Fee (for each additional Decipher Workspace)			
ARQL1.2.1	ARQ Technology™ - Level 1: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$250 Million .	Monthly	\$237.11
ARQL2.2.1	ARQ Technology™ - Level 2: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$500 Million .	Monthly	\$296.39
ARQL3.2.1	ARQ Technology™ - Level 3: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$1 Billion .	Monthly	\$533.50
ARQL4.2.1	ARQ Technology™ - Level 4: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$5 Billion .	Monthly	\$758.75
ARQL5.2.1	ARQ Technology™ - Level 5: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$15 Billion .	Monthly	\$1,077.78
ARQL6.2.1	ARQ Technology™ - Level 6: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget <= \$30 Billion .	Monthly	\$1,778.34
ARQL7.2.1	ARQ Technology™ - Level 7: Additional Monthly SaaS Service Fee per Additional Decipher Workspace – the additional monthly SaaS Subscription Fee per each additional Decipher Workspace for entities/agencies with an Op Budget > \$30 Billion .	Monthly	\$2,845.34

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

rPM3 Solutions, LLC
P.O. Box 913
Pasadena, MD 21123
(410) 384-9491

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
Sales: (410) 255-3101, Technical Support: (443) 255-8675; Customer Service: (410) 255-3101.

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

- Block 9: G. Order/Modification Under Federal Schedule Contract
- Block 16: Data Universal Numbering System (DUNS) Number: **96-884-3735**
- Block 30: Type of Contractor: **B**
- Block 31: Woman-Owned Small Business - **No**
- Block 37: Contractor's Taxpayer Identification Number (TIN): **45-274-618-8**
- 4a. CAGE Code: **6GS54**
- 4b. Contractor **has** registered with the Central Contractor Registration/SAM Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
518210C (Cloud Computing Services – Aperitisoft™ and ARQ Technology™ SaaS Software)	Delivery within 30 days after receipt of order (ARO) +#.
511210 (Software Licenses - Aperitisoft™ A123 Express)	Delivery within 30 days after receipt of order (ARO) +#.

+ *There is a separate charge for installation.*
 # *Government per diem rates shall apply to installation.*

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 1.5% Net 15 days
- b. Quantity: None
- c. Dollar Volume: 2% per annual order over \$300K

INFORMATION TECHNOLOGY SCHEDULE PRICELIST

- d. Government Educational Institutions: None
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Applicable**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. There is Maximum Value per Order of \$500,000.0 for the following Special Item Numbers (SINs).

Special Item Number 518210C - Cloud Computing Services
Special Item Number 511210 – Software Licenses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated

funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

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

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

23. SECTION 508 COMPLIANCE

If applicable, Section 508 compliance information on the software services in this contract are available in Electronic and Information Technology (EIT) at the following: <http://www.rpm3solutions.com>.

The EIT standard can be found at: <http://www.section508.gov>.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

**rPM³ END-USER LICENSE AGREEMENT (EULA)
FOR THE APERITISOFT™ A123 EXPRESS SOFTWARE
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)**

END-USER LICENSE AGREEMENT

This End-User License Agreement (this “Agreement”) is entered into as of , 20 (the “Effective Date”) by and between rPM3 Solutions, LLC, a Maryland company with its principle business address at P.O. Box 913, Pasadena, MD 21123 (“Vendor”), and the undersigned entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time (“Customer” or “Ordering Activity”).

RECITALS

Vendor provides a software application known as Aperitisoft™ A123 Express (the “Software”), and the parties have agreed that Vendor will provide the Software to Customer and also provide maintenance services related to the Software, onsite Software Configuration and Enterprise Risk Management (“ERM”) Technical support, and online Software Training. Therefore, in consideration of the mutual covenants, terms, and conditions set forth below, the adequacy of which consideration is hereby accepted and acknowledged, the parties agree as set forth below.

TERMS AND CONDITIONS

1. DEFINITIONS. The following capitalized terms shall have the following meanings whenever used in this Agreement.

- 1.1. “Documentation” means the Software’s standard user manual.
- 1.2. “Maintenance Term” is defined in Subsection 3.1 below.
- 1.3. “Software” means Vendor’s Aperitisoft™ A123 Express software, in object code format.
- 1.4. “Specifications” means Vendor’s standard specifications for the Software set forth in its then-current Documentation.
- 1.5. “Term” is defined in Section 11.1 below.
- 1.6. “Upgrade” means a new versions, updates, or upgrades of the Software, in object code format.
- 1.7. “Software Configuration and ERM Technical Support” means a single onsite visit by a Vendor ERM subject matter expert. This visit can be for up to 4 hours and may be utilized by the Vendor for software configuration and any general ERM technical advice.
- 1.8. “Software Training” means 3 hours of software user training for up to 3 authorized administrative users.

2. LICENSES & DELIVERY.

- 2.1. License. Vendor hereby grants Customer a nonexclusive license with up to 3 authorized administrative users of the Software during the Term, provided Customer complies with the

restrictions set forth in Section 2.2 below.

- 2.2. Restrictions on Software Rights. The Software transferred pursuant to this Agreement is licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted in Section 2.1 above. Without limiting the generality of the foregoing, Customer shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Software; (b) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code.
- 2.3. Documentation: Customer may reproduce the Documentation as reasonably necessary to support internal use of the Software.
- 2.4. Delivery. Vendor shall provide the Software and Documentation to Customer, through a reasonable system of electronic download, within 30 days of the Effective Date.

3. MAINTENANCE.

- 3.1. Provision of Maintenance. During each Maintenance Term, Vendor shall maintain the Software by providing the Customer with copies of all new versions, updates, and upgrades of the Software (collectively, "Upgrades"). "Maintenance Term" refers to the 12 month period following the Effective Date.
- 3.2. Upgrades. During each Maintenance Term, Vendor shall provide Customer with copies of all Upgrades, without additional charge, promptly after commercial release. Upon delivery to Customer, each Upgrade will constitute an element of the Software and will thereafter be subject to this Agreement's terms regarding Software, including without limitation license, warranty, and indemnity terms.

4. FEES & REIMBURSEMENT.

- 4.1. License Fee. For the license granted in Section 2.1 above, Vendor will invoice Customer for the fee set forth in each Order (the "License Fee") in accordance with the GSA Pricelist.

5. IP & FEEDBACK.

- 5.1. IP Rights in the Software. Vendor retains all right, title, and interest in and to the Documentation and Software, including without limitation Upgrades, except to the extent of the limited licenses specifically set forth in Sections 2.1 (*Licenses*) and 2.3 (*Documentation*). Customer recognizes that the Software and its components are protected by copyright and other laws.
- 5.2. Feedback. Customer hereby grants Vendor a perpetual, irrevocable, worldwide license to use any Feedback (as defined below) Customer communicates to Vendor during the Term, without compensation, without any obligation to report on such use, and without any other restriction. Vendor's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any and every way, as well as the right to grant sublicenses. Notwithstanding the provisions of Article 6 (*Confidential Information*) below, Feedback will not be considered Customer's Confidential Information. ("Feedback" refers to any suggestion or idea for modifying any of Vendor's

products or services, including without limitation all intellectual property rights in any such suggestion or idea.) Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

6. CONFIDENTIAL INFORMATION.

- 6.1. **Confidential Information Defined.** “**Confidential Information**” refers to the following one party to this Agreement (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; (c) the non-public features and functions of the Software, for which Vendor is Discloser; and (d) any other nonpublic, sensitive information Recipient should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that the Confidential Information may include Discloser’s valuable trade secrets.
- 6.2. **Nondisclosure.** Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the “**Purpose**”). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Article 19; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense. Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.
- 6.3. **Reserved.**
- 6.4. **Termination & Return.** With respect to each item of Confidential Information, the obligations of Section 19.1 above (*Nondisclosure*) will terminate 3 years after the date of disclosure; provided that such obligations related to Confidential Information constituting Discloser’s trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Recipient shall return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
- 6.5. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant

a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

6.6. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b) (the "DTSA"), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

- (a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

7. SOFTWARE AUDIT. During the Term of this Agreement, Vendor may audit Customer's use of Licensed Software on 30 days' advance written notice. Customer shall cooperate with the audit, including by providing access to any books, computers, records, or other information that relate or may relate to use of Licensed Software. Such audit is subject to Government security requirements and shall not unreasonably interfere with Customer's business activities. Vendor may not conduct an audit more than once per year.

8. REPRESENTATIONS & WARRANTIES.

8.1. From Vendor.

- (a) *Re Function*. Vendor represents and warrants that, during the 12 month period following delivery, the Software will perform materially as described in its Specifications.
- (b) *Re IP Rights in the Software*. Subject to the next sentence, Vendor represents and warrants that it is the owner of the Software and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to the extent that the infringement arises out of any of the conditions listed in Subsections 9.1(a) through 9.1(e) below. In the event of a breach of the warranty in this Subsection 8.1(b), Vendor, at its own expense, will promptly take the following actions: (i) secure for Customer the right to continue using the Software; (ii) replace or modify the Software to make it non-infringing, provided such modification or replacement will not materially degrade any functionality listed in the Specifications; or (iii) refund the prorated proportion of the licensee fee paid for the Software for every month remaining in the Term following the date after which Customer is required to cease operation of the Software. In conjunction with Customer's right to terminate for breach where applicable and the provisions of Section 9.1 below (*Indemnified Claims*), the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Subsection 8.1(b) and for potential or actual intellectual property

infringement by the Software.

- 8.2. From Both Parties. Each party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 8.3. Warranty Disclaimers. Except for the express warranties in Sections 8.1 and 8.2 above, VENDOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Vendor does not warrant that the Software will perform without error or that it will run without immaterial interruption. Vendor provides no warranty regarding, and will have no responsibility for, any claim arising out of: (a) a modification of the Software made by anyone other than Vendor, unless Vendor approves such modification in writing; or (b) use of the Software in combination with any operating system not authorized in the Specifications or Documentation or with hardware or software specifically forbidden by the Specifications or Documentation.

9. INDEMNIFICATION.

- 9.1. Indemnified Claims. Vendor shall defend and indemnify Customer and Customer's Associates (as defined below) against any "Indemnified Claim," meaning any third party claim, suit, or proceeding arising out of, related to, or alleging infringement of any patent, copyright, trade secret, or other intellectual property right by the Software. Vendor's obligations set forth in this Section 9.1 do not apply to the extent that an Indemnified Claim arises out of: (a) Customer's breach of this Agreement; (b) revisions to the Software made without Vendor's written consent; (c) Customer's failure to incorporate Upgrades that would have avoided the alleged infringement, provided Vendor offered such Upgrades without charges not otherwise required pursuant to this Agreement; (d) Vendor's modification of Software in compliance with specifications provided by Customer; or (e) use of the Software in combination with hardware or software not provided by Vendor. (As used in this Article 9, Customer's "Associates" are its officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)
- 9.2. Litigation & Additional Terms. Vendor's obligations pursuant to Section 9.1 above will be excused to the extent that Customer's or any of Customer's Associates' failure to provide prompt notice of the Indemnified Claim or reasonably to cooperate materially prejudices the defense. Vendor will control the defense of any Indemnified Claim, including appeals, negotiations, and any settlement or compromise thereof; provided Customer will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. Nothing contained 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 U.S.C. § 516.

10. LIMITATION OF LIABILITY.

- 10.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED the contract price in US dollars.
- 10.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY

CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

- 10.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 1022 APPLY: (a) TO LIABILITY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (b) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (c) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 10, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 10 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.
- 10.4. Exceptions to Limitation of Liability. Sections 10.1 (*Dollar Cap*) and 10.2 (*Exclusion of Consequential Damages*) above do not apply to: (a) claims pursuant to Article 9 above (*Indemnification*); or (b) claims for attorneys' fees and other litigation costs recoverable by the prevailing party in any action. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. Term & Termination.

- 11.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for 12 calendar months.
- 11.2. Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Vendor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- 11.3. Effects of Termination. Upon termination of this Agreement, Customer shall cease all use of the Software and delete, destroy, or return all copies of the Documentation and Software in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Customer to pay fees incurred before termination; (b) Articles and Sections 2.2 (*Restrictions on Software Rights*), 18 (*IP & Feedback*), 19 (*Confidential Information*), 7 (*Software Audit*), 20.3 (*Warranty Disclaimers*), 9 (*Indemnification*), and 10 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

12. MISCELLANEOUS.

- 12.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 12.2. Notices. Vendor may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement via email to Gary J. Bierc at

gbierc@rpm3solutions.com or via mail to 8328 Capel Drive, Pasadena, MD 21122, and such notices will be deemed received 72 hours after they are sent.

- 12.3. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
- 12.4. Assignment & Successors. Customer and Vendor may not assign this Agreement or any of its rights or obligations hereunder without the other party's express written consent pursuant to the procedures for securing such approval set forth in FAR 42.1204. Except to the extent forbidden in this Section 12.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 12.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 12.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 12.7. Government Restricted Rights. The Software is provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) in the clause at FAR 52.227-14; or (ii) in similar clauses in other federal regulations, including the NASA FAR supplement. The contractor or manufacturer is Vendor. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in the Software or on any packaging or other media associated with the Software.
- 12.8. Bankruptcy Rights. The rights and licenses granted to Customer in Sections 2.1 (*License*), 2.3 (*Documentation*) above (collectively, the "License Provisions") are licenses to "intellectual property" rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Sections 101, *et seq.*). If Vendor is subject to any proceeding under the United States Bankruptcy Code, and Vendor as debtor in possession or its trustee in bankruptcy rejects this Agreement, Customer may, pursuant to 11 U.S.C. Section 365(n)(1) and (2), retain any and all rights granted to it under the License Provisions to the maximum extent permitted by law. This Section 12.8 will not be construed to limit or restrict any right or remedy not set forth in this Section 12.8, including without limitation the right to retain any license or authority this Agreement grants pursuant to any provision other than the License Provisions.
- 12.9. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the Federal laws of the United States, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International

Sale of Goods; or (c) other international laws. This Section 12.9 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

- 12.10. Conflicts. In the event of any conflict between this Agreement and any Vendor policy disclosed to the Customer the terms of this Agreement will govern, except that a Government Purchase Order shall supersede the terms in this Agreement.
- 12.11. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- 12.12. Technology Export. Customer shall not: (a) permit any third party to access or use the Software in violation of any U.S. law or regulation; or (b) export the Software or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer shall not permit any third party to access or use the Software in, or export it to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).
- 12.13. Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 12.14. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- 12.15. Amendment. This Agreement may not be amended except through a written agreement by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on their behalf.

VENDOR: rPM³ SOLUTIONS, LLC

CUSTOMER: Customer Name Here

By: _____

By: _____

Name: Gary J. Bierc

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE
CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 518210C)****1. SCOPE**

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule.

SIN 518210C provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of SIN 518210C is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 132-51).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection.

Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

Table 1: Cloud Computing Services SIN

SIN Description	Sub-Categories ¹
<ul style="list-style-type: none"> • Commercially available cloud computing services • Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics • Open to all deployment models (private, public, community or hybrid), vendors specify deployment models 	<p>1. Software as a Service (SaaS): Consumer uses provider’s applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</p> <p>2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider-supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</p> <p>3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

¹ Offerors may optionally select the single sub-category that best fits each cloud service offering, per Service Model Guidance, or select no sub-category if the offering does not fit an existing NIST service model.

**rPM3 SaaS Terms of Service
CLOUD COMPUTING SERVICES (SPECIAL ITEM NUMBER 518210C)**

**SOFTWARE AS A SERVICE
TERMS OF SERVICE**

PLEASE READ THESE TERMS OF SERVICE CAREFULLY. BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, CUSTOMER AGREES TO THESE TERMS AND CONDITIONS.

These Terms of Service constitute an agreement (this “Agreement”) is entered into as of [REDACTED], 20__ (the “Effective Date”) by and between rPM3 Solutions, LLC, a Maryland company with its principle business address at P.O. Box 913, Pasadena, MD 21123 (“Vendor”), and [REDACTED], an entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time (“Customer”). Customer’s use of and Vendor’s provision of Vendor’s System (as defined below in Section 13.6) are governed by this Agreement.

EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CUSTOMER’S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS.

13. DEFINITIONS. The following capitalized terms will have the following meanings whenever used in this Agreement.

- 13.1. “AUP” means Vendor’s acceptable use policy, included herein as Exhibit 1.
- 13.2. “Customer Data” means data in electronic form input or collected through the System by or from Customer, including without limitation by Customer’s Users.
- 13.3. “Documentation” means Vendor’s standard manual related to use of the System.
- 13.4. “Order” means an order for access to the System, executed as follows: **GSA Schedule provisions for Order.**
- 13.5. “Privacy Policy” means Vendor’s privacy policy, included herein as Exhibit 2.
- 13.6. “System” means Vendor’s Aperitisoft™ ERM Manager, Aperitisoft™ QRAM and/or ARQ Technology™ software applications.
- 13.7. “SLA” means Vendor’s standard Service Level Agreement, included herein as Exhibit 3.
- 13.8. “Term” is defined in Section 23.1 below.
- 13.9. “User” means any individual who uses the System on Customer’s behalf or through Customer’s account or passwords, whether authorized or not.

14. THE SYSTEM.

- 14.1. Use of the System. During the Term, Customer may access and use the System pursuant to: (a) the terms of any outstanding Order, including such features and functions as the Order requires; and (b) Vendor's policies included herein as Exhibits, as such policies may be updated from time to time.
- 14.2. Service Levels. Vendor will provide the remedies listed in the SLA for any failure of the System listed in the SLA. Credits issued pursuant to the SLA apply to outstanding or future invoices only and are forfeit upon termination of this Agreement.
- 14.3. Documentation: Customer may reproduce and use the Documentation solely as necessary to support Users' use of the System.
- 14.4. System Revisions and Updates. Revisions or updates will not be incorporated in the Customer's System without their written concurrence and agreement to the timing of said System revision or update. If any such revision or update to the System materially reduces features or functionality provided pursuant to an Order, Customer may within 30 days of notice of the revision or update instruct the Vendor to return the System to its original state (as it existed before the revision or update).

15. SYSTEM FEES. Vendor will invoice Customer for the fees set forth in each Order (the "Subscription Fees") for each Term in accordance with the GSA Pricelist.

16. CUSTOMER DATA & PRIVACY.

- 16.1. Use of Customer Data. Unless it receives Customer's prior written consent, Vendor: (a) will not access, process, or otherwise use Customer Data other than as necessary to facilitate the System; and (b) will not intentionally grant any third party access to Customer Data, including without limitation Vendor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Vendor may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Vendor will give Customer prompt notice of any such legal or governmental demand and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 16.2. Privacy Policy. The Privacy Policy applies only to the System and does not apply to any third party website or service linked to the System or recommended or referred to through the System or by Vendor's staff.
- 16.3. Risk of Exposure. Customer recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Customer assumes such risks. Vendor offers no representation, warranty, or guarantee that Customer Data will not be exposed or disclosed through errors or the actions of third parties.

- 16.4. Data Accuracy. Vendor will have no responsibility or liability for the accuracy of data uploaded to the System by Customer, including without limitation Customer Data and any other data uploaded by Users.
- 16.5. Data Deletion. Vendor may permanently erase Customer Data if Customer's account is delinquent, suspended, or terminated for 30 days or more.
- 16.6. Excluded Data. Customer represents and warrants that Customer Data does not and will not include, and Customer has not and will not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") regulated pursuant to Federal or State Law (the "Excluded Data Laws"). CUSTOMER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
- 16.7. Aggregate & Anonymized Data. Notwithstanding the provisions above of this Article 16, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Customer Data with the following removed: personally identifiable information and the names and addresses of Customer and any of its Users or customers.)

17. CUSTOMER'S RESPONSIBILITIES & RESTRICTIONS.

Acceptable Use. Customer will comply with the AUP. Customer will not: (a) use the System for service bureau or time-sharing purposes or in any other way allow third parties to exploit the System; (b) provide System passwords or other log-in information to any third party; (c) share non-public System features or content with any third party; or (d) access the System in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the System, or to copy any ideas, features, functions or graphics of the System. Neither this Agreement nor the AUP requires that Vendor take any action against Customer or any User or other third party for violating the AUP, this Section 0, or this Agreement. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

- 17.1. Unauthorized Access. Customer will take reasonable steps to prevent unauthorized access to the System, including without limitation by protecting its passwords and other log-in information. Customer will notify Vendor immediately of any known or suspected unauthorized use of the System or breach of its security and will use best efforts to stop said breach.

17.2. Compliance with Laws. In its use of the System, Customer will comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Customer Data.

17.3. Users & System Access. Customer is responsible and liable for: (a) Users' use of the System, including without limitation unauthorized User conduct and any User conduct that would violate the AUP or the requirements of this Agreement applicable to Customer; and (b) any use of the System through Customer's account, whether authorized or unauthorized.

18. IP & FEEDBACK.

18.1. IP Rights to the System. Vendor retains all right, title, and interest in and to the System, including without limitation all software used to provide the System and all graphics, user interfaces, logos (except Customer logos), and trademarks reproduced through the System. This Agreement does not grant Customer any intellectual property license or rights in or to the System or any of its components. Customer recognizes that the System and its components are protected by copyright, patent and other laws.

18.2. Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) Customer or Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer or the User in question. Notwithstanding the provisions of Article 19 below, Feedback will not be considered Confidential Information, provided information Customer transmits with Feedback or related to Feedback may be considered Confidential Information. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.) Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

19. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Customer: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation in writing within 5 business days; (c) the Documentation, and unique components and processes of the System, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Customer should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Customer's possession at the time of disclosure; (ii) is independently developed by Customer without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Customer's improper action or inaction; or (iv) is approved for release in writing by Customer. Customer is on notice that the Confidential Information may include Vendor's valuable trade secrets.

19.1. Nondisclosure. Customer will not use Confidential Information for any purpose other than the utilization and operation of the System (the “Purpose”). Customer: (a) will not disclose Confidential Information to any employee or contractor of Customer unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Customer with terms no less restrictive than those of this Article 19; and (b) will not disclose Confidential Information to any other third party without Vendor’s prior written consent. Without limiting the generality of the foregoing, Customer will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Customer will promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Customer’s attention. Notwithstanding the foregoing, Customer may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Customer will give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor’s expense. Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

19.2. Reserved.

19.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 19.1 above (*Nondisclosure*) will terminate 3 years after the date of disclosure; provided that such obligations related to Confidential Information constituting Vendor’s trade secrets will continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Customer will return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.

19.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all of its Confidential Information.

19.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Recipient is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:

(a) *Immunity*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) *Use of Trade Secret Information in Anti-Retaliation Lawsuit*. An individual who files a lawsuit for

retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

20. REPRESENTATIONS & WARRANTIES.

- 20.1. From Vendor. Vendor represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 20.1, Vendor, at its own expense, will promptly take the following actions: (a) secure for Customer the right to continue using the System; (b) replace or modify the System to make it non-infringing; or (c) terminate the infringing features of the Service and refund to Customer any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Customer's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Customer's sole remedy, for breach of the warranty in this Section 20.1 and for potential or actual intellectual property infringement by the System.
- 20.2. From Customer. Customer represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is an entity authorized to do business pursuant to applicable law.
- 20.3. Warranty Disclaimers. Vendor warrants that the System will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with System written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, and except to the extent set forth in the SLA and in Section 20.1 above, CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED

INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE.

21. Reserved

22. LIMITATION OF LIABILITY.

22.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED the contract price in US dollars.

22.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

22.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS ARTICLE 22 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Article 22, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Article 22 apply likewise to Vendor's affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

23. Term & Termination.

23.1. Term. The term of this Agreement (the "Term") will commence on the Effective Date and continue for the period set forth in the Order or, if none, for 12 calendar months.

23.2. Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Vendor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

23.3. Effects of Termination. Upon termination of this Agreement, Customer will cease all use of the System and delete, destroy, or return all copies of the Documentation in its possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of

Customer to pay fees incurred before termination; (b) Articles and Sections 18 (*IP & Feedback*), 19 (*Confidential Information*), 20.3 (*Warranty Disclaimers*), 21 (*Indemnification*), and 22 (*Limitation of Liability*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

24.MISCELLANEOUS.

- 24.1. Independent Contractors. The parties are independent contractors and will so represent themselves in all regards. Neither party is an agent of the other, and neither party may make commitments on the other's behalf.
- 24.2. Notices. Vendor may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received 24 hours after they are sent. Customer may send notices pursuant to this Agreement via email to Gary J. Bierc at gbierc@rpm3solutions.com or via mail to 8328 Capel Drive, Pasadena, MD 21122, and such notices will be deemed received 72 hours after they are sent.
- 24.3. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).
- 24.4. Assignment & Successors. Customer and Vendor may not assign this Agreement or any of its rights or obligations hereunder without the other party's express written consent pursuant to the procedures for securing such approval set forth in FAR 42.1204. Except to the extent forbidden in this Section 24.4, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 24.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 24.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 24.7. Choice of Law & Jurisdiction: This Agreement and all claims arising out of or related to this Agreement will be governed solely by the Federal laws of the United States, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. This Section 24.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.

- 24.8. Conflicts. In the event of any conflict between this Agreement and any Vendor policy disclosed to the Customer, including without limitation the AUP or Privacy Policy, the terms of this Agreement will govern, except that a Government Purchase Order shall supersede the terms in this Agreement.

- 24.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

- 24.10. Technology Export. Customer will not: (a) permit any third party to access or use the System in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Customer will not permit any third party to access or use the System in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria).

- 24.11. Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

- 24.12. Amendment. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on their behalf.

VENDOR: rPM³ SOLUTIONS, LLC

CUSTOMER: *Customer Name Here*

By: _____

By: _____

Name: Gary J. Bierc

Name: _____

Title: CEO

Title: _____

Date: _____

Date: _____

EXHIBIT 1**ACCEPTABLE USE POLICY****A. Unacceptable Use**

Vendor requires that all customers and other users of Vendor's cloud-based software applications (the "System") conduct themselves with respect for others. In particular, observe the following rules in your use of the System:

- 1) *Abusive Behavior*: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.
- 2) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.
- 3) *Intellectual Property*: Do not infringe upon the copyrights, trademarks, trade secrets, patents or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 4) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers and cloud servers used to provide the System. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 5) *Spam*: Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way. Do not violate the CAN-Spam Act of 2003.
- 6) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 7) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement, including the AUP, must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Vendor shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

C. Reporting Unacceptable Use

Vendor requests that anyone with information about a violation of this AUP report it via e-mail to the following email address: mflu@rpm3solutions.com. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.

D. Reserved

EXHIBIT 2**PRIVACY POLICY**

We collect certain information through our SaaS software application(s), which include Aperitisoft™ ERM Manager, Aperitisoft™ QRAM and/or ARQ Technology™ software applications (our “System”), all or some of which may be located at **based on GSA order** (our “Website”), provided at the Website. This “Privacy Policy” lays out our policies and procedures surrounding the collection and handling of any such information that identifies an individual user or that could be used to contact or locate him or her (“Personally Identifiable Information” or “PII”).

This Privacy Policy applies only to our Website and to the products and services provided through our Website. It does not apply to any third party site or service linked to our Website or recommended or referred by our Website, through our products or services, or by our staff. And it does not apply to any other website, product, or service operated by our company, or to any of our offline activities.

A. PII We Collect

We collect the following Personally Identifiable Information from users and/or survey participants of our System: name, title, e-mail address and telephone number.

We also use “cookies” to collect certain information from all users of our System. A cookie is a string of data our System sends to your computer and then uses to identify your computer when you return to our Website. Cookies give us usage data, like how often you visit, where you go at the site, and what you do.

B. Our Use of PII

We use your Personally Identifiable Information to create user access to the System and to disseminate System created surveys. We also use that information to the extent necessary to enforce our Website terms of service and to prevent imminent harm to persons or property.

We use cookies so that our Website can remember you and provide you with the information you’re most likely to need. For instance, when you return to our Website, cookies identify you and prompt the site to provide your username (not your password), so you can sign in more quickly. Finally, we use information gained through cookies to compile statistical information about use of our Website, such as the time users spend at the site and the pages they visit most often. Those statistics do not include PII.

C. Protection of PII

We employ the following data security tools to protect Personally Identifiable Information: HTTPS Encryption, Role-based User Authentication and AUP. Unfortunately, even with these measures, we cannot guarantee the security of PII. By using our Website, you acknowledge and agree that we make no such guarantee, and that you use our Website at your own risk.

D. Contractor and Other Third Party Access to PII

We give certain independent contractors access to Personally Identifiable Information. Those contractors assist us with system software development. All those contractors are required to sign contracts in which they promise to protect PII using procedures reasonably similar to ours. (Users are not third party beneficiaries of those contracts.) We also may disclose PII to attorneys, collection agencies, or law enforcement authorities to address potential AUP violations, other contract violations, or illegal behavior. And we disclose any information demanded in a court order or otherwise required by law or to prevent imminent harm to persons or property. Finally, we may share PII in connection with a corporate transaction, like a merger or sale of our company, or a sale of all or substantially all of our assets or of the product or service line you received from us, or a bankruptcy.

As noted above, we compile Website usage statistics from data collected through cookies. We may publish those statistics or share them with third parties, but they don't include PII.

Except as set forth in this Privacy Policy, we do not share PII with third parties.

E. Accessing and Correcting Your PII

You can access and change any Personally Identifiable Information we store through your System Administrator.

F. Reserved

EXHIBIT 3

Service Level Agreement

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between *rPM3 Solutions, LLC*. (“Vendor”) and Customer for the provisioning of cloud application and cloud server technical services required to support and sustain the System, where System is defined as Vendor’s Aperitsoft™ ERM Manager, Aperitsoft™ QRAM and/or ARQ Technology™ software applications.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders.

This Agreement outlines the parameters of all Cloud related technical services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

1. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Cloud technical service support and System delivery to the Customer by the Vendor.

The **goal** of this Agreement is to obtain mutual agreement for Cloud technical service provision between the Vendor and Customer(s).

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

2. Stakeholders

The following Service Provider(s) and Customer(s) will be used as the basis of the Agreement and represent the **primary stakeholders** associated with this SLA:

Cloud Application Service Provider(s): rPM3 Solutions, LLC. (“Vendor”)

Customer(s): Customer (“Customer”)

3. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until amended in writing by both parties. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Vendor is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders, including the Customer, and any changes are made in writing and signed by all parties. The Vendor will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Vendor: rPM3 Solutions, LLC
Review Period: Bi-Yearly (6 months) beginning 6 months after the Effective Date of this agreement

4. Service Agreement

The following detailed service parameters are the responsibility of the Vendor in the ongoing support of this Agreement.

4.1. Service Scope

The following Services are covered by this Agreement;

- Manned telephone support
- Monitored email support
- Remote assistance using Remote Desktop and a Virtual Private Network where required
- Planned or Emergency Onsite assistance (extra costs apply)
- Monthly system health check

4.2. Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval.

- Reasonable availability of customer representative(s) when resolving a service related incident or request.

4.3. Vendor Requirements

Vendor responsibilities and/or requirements in support of this Agreement include:

- Meeting response times associated with service related incidents.
- Appropriate notification to Customer for all scheduled maintenance and System updates.

4.4. Service Assumptions

Assumptions related to in-scope services and/or components include:

- Changes to services will be communicated and documented to all stakeholders.
- Cloud infrastructure service levels are negotiated based on Customer requirements.
- System service levels are defined and detailed herein.

5. Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related System components.

5.1. Service Availability

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Telephone support : 9:00 A.M. to 5:00 P.M. Monday – Friday EST
 - Calls received out of office hours will be forwarded to a mobile phone and best efforts will be made to answer / action the call; however there will be a backup answer phone service
- Email support: Monitored 9:00 A.M. to 5:00 P.M. Monday – Friday EST
 - Emails received outside of office hours will be collected, however no

action can be guaranteed until the next working day

- Onsite or Online assistance guaranteed within 24 hours during the business week

5.2. Service Requests and Responses

In support of services outlined in this Agreement, the Vendor will respond to service-related incidents and/or requests submitted by the Customer within the following time frames:

Vendor shall address System faults as follows:

- Type 1 Error: Response within 120 minutes; Remedy within 24 hours.
- Type 2 Error: Response within 180 minutes; Remedy within 24 hours.
- Type 3 Error: Response as negotiated based on Customer requirements.

As used above:

(a) "Error" refers to any failure of the System to perform as required

(i) "Type 1 Error" refers to general System bugs/malfunctions

ii) "Type 2 Error" refers to any Error Customer experiences subsequent to a System update

(iii) "Type 3 Error" refers to any Cloud infrastructure malfunction or cessation of availability of the System

(b) "Remedy" refers to a solution that returns the System to material compliance with the Specifications at issue.

(c) "Response" refers to an e-mail, telephone, or in-person acknowledgment of a technical support request.

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

rPM3 Solutions, LLC (rPM3) provides software solutions for ERM, A123 compliance and other risk management processes and requirements. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Gary Bierc, (main) 410-255-3101, gbierc@rpm3solutions.com, (cell) 443-255-3342.

EXAMPLE

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and rPM3 Solutions, LLC. (rPM3) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

rPM3

Date

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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

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

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

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

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

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

Here is a general outline on how it works:

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