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

Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage! a menu driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

FSC/PSC: DA01 Services, 0000 OLM

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov

Nava PBC Corporation
1 Thomas Circle NW FL 9
Washington, DC 20005-5802
(984) 444-9707
https://www.navapbc.com/
Contract Manager: Cheryl Pierce
Email: cherylpierce@navapbc.com
Business Size: Small

Contract Number: 47QTCA18D008M
Period Covered by Contract: 3/15/2018 – 3/14/2023
1. Customer Information:

1.a Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

   Special Item No. 54151S - Information Technology Professional Services
   Descriptions and Awarded Prices are found at pages 4-9

   Special Item No. OLM – Descriptions and Awarded Priced defined at Order level

1.b Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1.c If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. Maximum Order:
   Special Item Number 54151S - Information Technology Professional Services $500k
   Special Item Number OLM – Order Level Materials $250k

3. Minimum Order: $100

4. Geographic Coverage (delivery area): Domestic only

5. Point(s) of production (city, county, and State or foreign country): N/A

6. Discount from list prices or statement of net price: Prices shown are NET prices; Basic discounts have been taken.

7. Quantity discounts: None offered.

8. Prompt payment terms. 0% Net 30. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

9. Foreign items (list items by country of origin): N/A

10a. Time of delivery: Specified in the Task Order

10b. Expedited Delivery: Contact Contractor
10c. **Overnight and 2-day delivery:** Contact Contractor

10d. **Urgent Requirements:** Please note the Urgent Requirements clause of this contract and contact Contractor

11. **F.O.B. point(s):** Destination

12a. **Ordering address(es):**
Nava PBC Corporation  
1 Thomas Circle NW, 9th Floor, Washington, DC 20005  
202.906.0912  
https://www.navapbc.com

12b. **Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. **Payment address(es):**
Nava PBC Corporation  
1 Thomas Circle Nw, 9th Floor, Washington, DC 20005  
202.906.0912  
https://www.navapbc.com

14. **Warranty provision:** Contractor’s standard commercial warranty

15. **Export packing charges, if applicable:** N/A

16. **Terms and conditions of rental, maintenance, and repair (if applicable):** N/A

17. **Terms and conditions of installation (if applicable):** N/A

18a. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A

18b. **Terms and conditions for any other services (if applicable):** N/A

19. **List of service and distribution points (if applicable):** N/A

20. **List of participating dealers (if applicable):** N/A

21. **Preventive maintenance (if applicable):** N/A

22a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can
be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/: No products are included on contract. Nava will provide a VPAT for each services project for any deliverables, when required with an order.

23. **Data Universal Number System (DUNS) number:** DUNS 080016630

24. **Notification regarding registration in System for Award Management (SAM) database:** Nava PBC is registered in the SAM database.

### 2. Labor Category Descriptions and Awarded Prices for Special Item 54151S Information Technology Professional Services

<table>
<thead>
<tr>
<th>Service/ Title</th>
<th>Functional Responsibility</th>
<th>Education Requirement</th>
<th>Experience Requirement</th>
<th>GSA Rate w/ IFF</th>
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<tbody>
<tr>
<td>Subject Matter Expert III</td>
<td>Provides technical, design/research, managerial, and administrative direction for problem definition, analysis, requirements development, and implementation for complex to extremely complex systems in the subject matter area. Makes recommendations and advises on organization-wide system improvements, optimization or maintenance efforts in the following specialties: information systems architecture; networking; automation; communications protocols; risk management; software; lifecycle management; design; user research; software development methodologies.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>10 years</td>
<td>$292.70</td>
</tr>
<tr>
<td>Subject Matter Expert II</td>
<td>Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex to complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation or design of programs and systems specifications in the following specialties: information systems architecture, networking, automation, communications protocols, risk management, software, lifecycle management, design, user research, software development methodologies.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>8 years</td>
<td>$271.79</td>
</tr>
<tr>
<td>Service/Title</td>
<td>Functional Responsibility</td>
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<tr>
<td>Subject Matter Expert I</td>
<td>Develops requirements from a project's inception to its conclusion in the subject matter area for simple to moderately complex systems. Assists other senior consultants with analysis and evaluation and with the preparation of recommendations for system improvements, optimization, development, and/or maintenance efforts in the following specialties: information systems architecture; networking; automation; communications protocols; risk management; software; lifecycle management; design; user research; software development methodologies.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>6 years</td>
<td>$250.88</td>
</tr>
<tr>
<td>Infrastructure Engineer V</td>
<td>Design and implement infrastructure as code, build and maintain testing and development environments, scope projects, design and implement code reviews, manage and train engineering and operations teams as needed for very complex projects. Provide expertise on strategy and implementation of DevOps, continuous integration, continuous development, operations, and incident response.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>10 years</td>
<td>$259.23</td>
</tr>
<tr>
<td>Infrastructure Engineer IV</td>
<td>Design and implement infrastructure as code, build and maintain testing and development environments, scope projects, design and implement code reviews, manage and train engineering and operations teams as needed for complex projects. Provide expertise on strategy and implementation of DevOps, continuous integration, continuous development, operations, and incident response.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>7 years</td>
<td>$242.51</td>
</tr>
<tr>
<td>Infrastructure Engineer III</td>
<td>Write and maintain infrastructure as code, provide support to senior engineers, maintain testing and development environments. Support the implementation of moderately complex projects in DevOps, continuous integration, continuous development, and system operations.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$217.43</td>
</tr>
<tr>
<td>Infrastructure Engineer II</td>
<td>Write and maintain infrastructure as code, provide support to senior engineers, maintain testing and development environments. Support the implementation of moderately challenging projects in DevOps, continuous integration, continuous development, and system operations.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$192.34</td>
</tr>
<tr>
<td>Service/ Title</td>
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</tr>
<tr>
<td>Infrastructure Engineer I</td>
<td>Write and maintain infrastructure as code, provide support to senior engineers, maintain testing and development environments. Support the implementation of projects in DevOps, continuous integration, continuous development, and system operations.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>1 year</td>
<td>$158.89</td>
</tr>
<tr>
<td>Software Engineer IV</td>
<td>Architect and implement complex software and infrastructure platforms, scope projects, implement code reviews, manage and train engineering teams as needed, work with product and design teams to understand end-user requirements and use cases.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>7 years</td>
<td>$234.16</td>
</tr>
<tr>
<td>Software Engineer III</td>
<td>Design and implement complex software, scope projects, implement code reviews, manage and train engineering teams as needed, work with product and design teams to understand end-user requirements and use cases.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$209.07</td>
</tr>
<tr>
<td>Software Engineer II</td>
<td>Design and implement software, provide support to senior engineers as directed, and participate in code reviews.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$183.98</td>
</tr>
<tr>
<td>Software Engineer I</td>
<td>Design and implement software, provide support to senior engineers as directed, and participate in code reviews.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>1 year</td>
<td>$150.53</td>
</tr>
<tr>
<td>Frontend Engineer III</td>
<td>Develop frontend software using modern techniques and web frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, responsive design) for large or complex projects. Design and write code with the goals of modularity and accessibility.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$183.97</td>
</tr>
<tr>
<td>Frontend Engineer II</td>
<td>Develop frontend software using modern techniques and web frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, responsive design) for moderately complex projects. Design and write code with the goals of modularity and accessibility.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$158.88</td>
</tr>
<tr>
<td>Frontend Engineer I</td>
<td>Develop frontend software using modern techniques and web frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, responsive design) for basic projects. Design and write code with the goals of modularity and accessibility.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>1 year</td>
<td>$133.80</td>
</tr>
<tr>
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<tr>
<td>Designer III</td>
<td>Practices user-centered design for complex projects and understands the creative requirements across all aspects of the discipline: user research, service design, user experience design, interaction design, visual design, and content. Designs and supports the development of wireframes, mockups, prototypes, and other artifacts. Leads usability studies and user testing.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$183.97</td>
</tr>
<tr>
<td>Designer II</td>
<td>Practices user-centered design for moderately complex projects and understands the creative requirements across all aspects of the discipline: user research, service design, user experience design, interaction design, visual design, and content. Designs and supports the development of wireframes, mockups, prototypes, and other artifacts. Conducts usability studies and user testing.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$167.25</td>
</tr>
<tr>
<td>Designer I</td>
<td>Practices user-centered design for basic projects and understands the creative requirements across all aspects of the discipline: user research, service design, user experience design, interaction design, visual design, and content. Designs and supports the development of wireframes, mockups, prototypes, and other artifacts. Conducts usability studies and user testing.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>1 year</td>
<td>$142.17</td>
</tr>
<tr>
<td>Delivery Manager III</td>
<td>Lead the delivery of complex projects and products using the appropriate agile project management methodology, learning &amp; iterating frequently. Work with the Product Manager to define the roadmap for any given product and translate tasks into user stories. Lead the collaborative planning process and prioritize the work that needs to be done against the capacity and capability of the team. Ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production). Actively and openly share knowledge of best practices.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$171.43</td>
</tr>
<tr>
<td>Service/ Title</td>
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<tr>
<td>Delivery Manager II</td>
<td>Support the delivery of moderately complex projects and products using the appropriate agile project management methodology, learning &amp; iterating frequently. Work with the Product Manager to define the roadmap for any given product and translate tasks into user stories. Lead the collaborative planning process and prioritize the work that needs to be done against the capacity and capability of the team. Ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production). Actively and openly share knowledge of best practices.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$150.52</td>
</tr>
<tr>
<td>Program Manager</td>
<td>Lead the strategy of complex projects inclusive of all important, cross-functional elements of success including strategy definition, staffing, budget and resourcing, user experience, engineering, operations, and design execution. Identify opportunities on an ongoing basis to transform business, creative, and technology assets to provide greater value. Align project deliverables with stakeholder organizational goals. Makes available all resources required to fulfill the needs of the project.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>8 years</td>
<td>$217.43</td>
</tr>
<tr>
<td>Product Manager</td>
<td>Set product roadmap, prioritize feature development, and coordinate activity across engineering, design, and other functional areas to define and deliver new features and tools. Define clear and concrete product objectives and success metrics to meet business goal. Ensure internal communication and alignment about project progress, requirements, and blockers.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>3 years</td>
<td>$175.61</td>
</tr>
<tr>
<td>Business Analyst</td>
<td>Gather, understand, and define business requirements to enable product development. Understand information flows and process architecture necessary for implementation of business solutions. Identify and document functional requirements, use cases, and other information that informs the most valuable business outcome. Develop project documentation and user training materials. Advise engineering, design, product management, and project management team to help interpret requirements.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>2 years</td>
<td>$133.80</td>
</tr>
<tr>
<td>Service/ Title</td>
<td>Functional Responsibility</td>
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</tr>
<tr>
<td>Test Engineer / Quality Assurance Specialist</td>
<td>Write test plans for projects including integration testing, system testing, performance testing, unit testing, regression testing, and acceptance testing. Design testing strategies and write scripts and automated tests. Participate in testing reviews through the software lifecycle to improve the product quality and product development process.</td>
<td>Bachelor’s Degree (see Footnote 1)</td>
<td>5 years</td>
<td>$121.26</td>
</tr>
</tbody>
</table>

**Footnote 1:** All labor categories require a Bachelor’s degree or equivalent and the industry experience described per labor category below. Bachelor’s degree and/or equivalent is defined as:
- B.S., B.A., B.Sc or equivalent 4 year degree, OR
- 6+ weeks at programming boot camp and 1+ years of IT-related experience, OR
- 4 years of relevant industry experience
3. Commercial Terms and Conditions for Special Item 54151S Information Technology Professional Services

PROFESSIONAL SERVICES AGREEMENT – FEDERAL

“Client” means the Ordering Activity identified in an Order.

“Order” means a negotiated task order placed under the Nava PBC GSA Schedule Prime Contract.

“Ordering Activity” means an entity entitled to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time.

“Statement of Work” means the document(s) attached as Exhibit A hereto, including any subsequent Statement of Work attached as Exhibit A-1, A-2, etc., which is signed by both parties and references the above mentioned Agreement Number or which is incorporated by reference into an Order placed by an Ordering Activity under the Nava PBC GSA Schedule Prime Contract.

“Services” means services described in the Statement of Work and/or Order.

“Effective Date” means the effective date of the GSA Schedule Prime Contract.

The attached Terms and Conditions describe the terms and conditions are incorporated into and are part of the Nava PBC GSA Schedule Prime Contract under which Nava PBC, a Delaware corporation, (“Service Provider”) agrees to provide Client the services ordered under the Nava PBC GSA Schedule Prime Contract described in one or more Statement of Work(s) included in an Order by an Ordering Activity. Each subsequent Statement of Work executed by both parties that references the Nava PBC GSA Prime Contract shall be governed by the GSA Schedule Prime Contract, including these Terms and Conditions, unless otherwise agreed to by the parties in writing. The GSA Schedule Prime Contract incorporating these Terms and Conditions and the Statement of Work negotiated by Nava PBC and the Ordering Activity set forth the entire understanding of the parties with respect to the subject matter described herein and constitute the entire agreement (“Agreement”) between the parties. By signing below, the parties agree to be bound by the terms and conditions of this Agreement.

THIS AGREEMENT IS PART OF NAVA PBC’s GSA SCHEDULE PRIME CONTRACT AND CONSISTS OF:

The attached Terms & Conditions
Statement(s) of Work executed and attached as Exhibit A, A-1, etc.
TERMS AND CONDITIONS

1. Services; Deliverables; Acceptance; Changes.

1.1 Subject to the terms and conditions described herein, Service Provider will use reasonable commercial efforts to perform the services set forth in the Statement of Work (the “Services”) and agrees to use reasonable commercial efforts to deliver the deliverables set forth in the Statement of Work (“Deliverables”) in material conformance with the specifications and schedule specified in the relevant Statement of Work.

1.2 The Client understands that Service Provider’s performance is dependent in part on the Client’s actions. Accordingly, the Client will timely provide Service Provider with the items and assistance specified in the relevant Statement of Work, if any, and the necessary items and assistance and any dates or time periods relevant to Service Provider’s performance will be extended appropriately and equitably to reflect any delays resulting from changes to Client products or otherwise due to the Client.

1.3 If a Client delay or change would materially change the economics of Service Provider’s performance or materially extends the time for performance, the Service Provider and Client will negotiate a modification to the Order or may mutually agree to terminate the Order.

1.4 Service Provider shall determine the time, place, methods, details and means of performing the Services. Client agrees to furnish access to any facilities, personnel and equipment reasonably necessary to facilitate Service Provider’s performance of the Services but, except as otherwise provided in a particular Statement of Work, Service Provider shall be responsible to provide the tools, know-how and instrumentalities used in the project. Under the GSA Schedule Prime Contract, all services are priced to be performed at Service Provider’s facilities. The Client and Service Provider will identify any required access to Client facilities in Orders negotiated under this Agreement. Any performance required at a Client facility, may be subject to negotiation of pricing.

2. Compensation; Billing Procedures.

2.1 Client will pay Service Provider for the Services in accordance with the relevant Statement of Work; provided that if no payment arrangement is so specified, Service Provider shall submit monthly invoices to the Client at the beginning of each month for that month’s projected service fees; any adjustments between projected service fees and actual service fees will be credited on the subsequent monthly invoice/at the end of the month detailing the fees incurred in the previous month. Client shall pay the Service Provider the fees incurred within thirty (30) days of the receipt of the invoice.

2.2 Ordering Activity Licensee agrees to pay any travel expenses in accordance with FTR/JTR, as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document.

3. Confidential Information. Each party shall keep confidential and not disclose to any third party or use (except as contemplated by this agreement), any non-public information obtained from the other party (“Confidential Information”); provided, however, that neither party shall be prohibited from disclosing or using Confidential Information that: (i) is publicly available or becomes publicly available through no act or omission of the receiving party, (ii) is or has been disclosed to such party by a third party who is not under an obligation of confidentiality with respect thereto, (iii) is or has been independently developed by such party, without use or reference to the other party’s confidential information, or (iv) must be used or disclosed under court order or applicable law, provided such use or disclosure is to the minimum extent required by such court order or applicable law. Each party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law for breach of this Section 6 and that such breach would cause irreparable harm to the non-breaching party; therefore, the non-breaching
party shall, unless otherwise prohibited by law or statute, be entitled to seek immediate injunctive relief, without an obligation to post a bond or other security in addition to whatever remedies it might have at law or under this Agreement. Nava recognizes that Federal agencies are subject to the Freedom of Information Act ("FOIA"), 5 U.S.C. 552, which requires that certain information be released if not exempt from release under FOIA, and Client recognizes that information that is “trade secrets and commercial or financial information obtained from a person and privileged or confidential” is exempt from release under FOIA (5 U.S.C. 552(b)(4)).

4. Term/Termination.

4.1 This Agreement shall commence on the Effective Date and continue thereafter, unless terminated earlier as described in this section 4.

4.2 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 pending final decision of any such appeal.

4.3 Upon termination of this Agreement, Client agrees to pay Service Provider all amounts due or accrued as of the effective date of such termination. Client shall immediately return to Service Provider, and cease all further use of, (i) all Underlying Service Provider Technology (defined in section 6.1 below) and (ii) Deliverables and all copies of any documents, magnetically encoded materials, any software, drawings, flow charts, structure charts, and recording media and other materials furnished to Client or used by Service Provider in rendering the Services for which full payment has not been made, and (iii) any assignment or license granted to Client under this Agreement for the items identified in (ii) shall be revoked. Client agrees to reassign any rights granted by Service Provider to Client relating to the foregoing. Upon termination of this agreement for any reason, each party shall return to the other party or destroy (and so certify to the other party) any Confidential Information obtained from the other party (subject to the exceptions set forth in the immediately preceding sentence). Sections 2, 3, 4, 5.2, 6 and 7 shall survive any termination or expiration of this Agreement.

5. Warranty and Disclaimer.

5.1 Service Provider represents, warrants and agrees: (a) to perform the Services in a good and workmanlike manner; and (b) that Service Provider has full power, right and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to Client herein.

5.2 EXCEPT AS SET FORTH IN THIS SECTION 5, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING WITHOUT LIMITATION ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND THE STATED EXPRESS WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER OBLIGATIONS AND PERFORMANCE LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE RENDERING OF THE SERVICES HEREUNDER. SERVICE PROVIDER MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO ANY THIRD PARTY MATERIALS, EVEN IF SUCH THIRD PARTY MATERIALS WERE RECOMMENDED BY SERVICE PROVIDER, AND SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICE PROVIDER SOFTWARE OR DELIVERABLES ARE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED.
6. **Ownership Rights/License.**

6.1 “Underlying Service Provider Technology” shall mean (a) Service Provider technology, methodologies and intellectual property anywhere in the world (including, without limitation, product(s), software tools, hardware designs, algorithms, software (in source and object forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic)) existing at the Effective Date or otherwise arising outside of work under this Agreement, (b) any improvements, enhancements or extensions of the foregoing conceived, reduced to practice, or developed during the term or in performance of this Agreement, and (c) any intellectual property anywhere in the world relating to any of the foregoing. Subject to the terms and conditions of this Agreement, Service Provider grants to Client a non-exclusive, non-transferable (except as provided in Section 7), royalty-free, non-sublicensable, worldwide license to use the Deliverables and any Underlying Service Provider Technology incorporated therein for its internal business purposes only to the extent that such Underlying Service Provider Technology is a commercial item. Noncommercial Underlying Service Provider Technology that is developed at private expense is provided subject to limited or restricted rights, as those terms are defined in FAR 52.227-14. Underlying Service Provider Technology that is developed at Federal government expense is granted with unlimited license rights as that term is defined in FAR 52.227-14. Any different intellectual property requirements will be identified in negotiated Orders executed by the parties.

6.2 In the event the Deliverables include information or materials provided by third parties ("Third Party Materials"), the rights granted by Service Provider hereunder do not include any Third Party Materials, if any, which Client acknowledges different terms and conditions of the applicable license or other agreement may exist.

7. **General.**

7.1 **General Skills & Knowledge.** Notwithstanding anything to the contrary in this Agreement, Service Provider shall not be prohibited or enjoined at any time by Client from utilizing any "skills or knowledge of a general nature" acquired during the course of performing the Services specified under this Agreement. For purposes of this Agreement, "skills or knowledge of a general nature" shall include, without limitation, information publicly known or that could reasonably have been acquired in similar work performed for another Client.

7.2 **Dispute Resolution.** All disputes related to or arising out of Services performed pursuant to this Agreement shall be governed by the Contract Disputes Act as implemented at FAR 52.233-1.

7.3 **Non-Solicitation of Personnel.** During the term of this Agreement, and for a period of one (1) year thereafter, Client will not directly or indirectly solicit the employees of Service Provider without the prior written consent of Service Provider; provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

7.4 **Publicity.** Neither party shall issue a press release or other public statement regarding the relationship of the parties or this Agreement without the prior written consent of the other party. Notwithstanding the forgoing, Client agrees that Service Provider may list Client as one of its clients in the Service Providers' marketing materials but shall not assert or imply that Client endorses Service Provider. Nava acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

7.5 **Excusable Delay.** Neither party shall be liable to the other for any delay or failure to perform, which is due to causes beyond the reasonable control of said party, including, but not limited to, acts of God, acts of the public enemy, acts of any governmental authority in its sovereign capacity, fires, floods, power outages, hurricanes, earthquakes, epidemics, quarantine restrictions, strikes or
other labor disputes and freight embargoes; provided, however, that failure to make any payments provided for herein shall not be excused for any of the foregoing reasons.

7.6 **Relationship of Parties.** For all purposes under this Agreement each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other to any contract. Service Provider will be solely responsible for its income taxes in connection with this Agreement.

7.7 **Assignment.** GSAR 552.212-4 (Tailored) at ¶(b) governs this Agreement.

7.8 **Governing Law; Attorney’s Fees.** This Agreement and any dispute arising hereunder shall be governed by the Federal laws of the United States.

7.9 **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE HEREIN, EXCEPT FOR ANY LIABILITY OR DAMAGES ARISING OUT OF SECTION 3 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR (B) FOR ANY AMOUNT GREATER THAN THE AMOUNT ACTUALLY PAID (PLUS, IN THE CASE OF CLIENT, OWED) TO SERVICE PROVIDER UNDER THIS AGREEMENT.


7.10 **Export Control.** Client agrees that it will comply with all applicable export control regulations with respect to the Deliverables.

7.11 **Miscellaneous.** No waiver, change, or modification to this Agreement will be effective unless in writing signed by both parties. Any notices in connection with this Agreement will be in writing and sent by first class US mail, confirmed facsimile or major commercial rapid delivery courier service to the address specified on the cover sheet or such other address as may be properly specified by written notice hereunder. The parties acknowledge that each is entering into this Agreement solely on the basis of this Agreement and representations contained herein, and for its own purposes and not for the benefit of any third party. The parties agree that this Agreement is incorporated into the Nava PBC GSA Prime Contract, which may be signed by manual or facsimile signatures and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated so that this Agreement shall otherwise remain in full force and effect and enforceable.

7-1-7
EXHIBIT A [ ]
STATEMENT OF WORK #[ ]
ORDER NO. ______________

Project Background:

Project Summary/Description of Services:

Deliverables (including specifications for Deliverables/Timing for Deliverables), if any:

Staffing/Key Personnel, if any:

This statement of work is entered into between Nava PBC (“Service Provider”) and __________ (“Client”) and is subject to the Terms and Conditions of the GSA Schedule Prime Contract and the Terms and Conditions described in the Order entered into between the parties with the reference number described above. By signing below, the parties hereto, each acting under due and proper authority, agree to make this Statement of Work a part of the Order between the parties.

NAVA PBC

By: ________________________________
Signature

Name: ______________________________
Print or Type

Title: ______________________________

Address: __________________________

Date: ______________________________

CLIENT: ____________________________

By: ________________________________
Signature

Name: ______________________________
Print or Type

Title: ______________________________

Address: __________________________

Date: ______________________________