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

SCHEDULE NUMBER: MULTIPLE AWARD SCHEDULE
SCHEDULE SUPPLY GROUP: PROFESSIONAL SERVICES
CONTRACT NUMBER: 47QTCA18D00KB
CONTRACT PERIOD: SEPTEMBER 11, 2018 – SEPTEMBER 10, 2023
PRICELIST CURRENT THROUGH MOD #PS‐0007, EFFECTIVE 8/6/2020
CONTRACTOR: FISHBOWL SOLUTIONS, INC.
4500 PARK GLEN ROAD, SUITE 200
MINNEAPOLIS, MN 55416
Point of Contact: Tim Gruidl, President
e-mail: tgruidl@fishbowlsolutions.com
Tel: 952-465-3410
Fax: 952-465-3401
Web: www.fishbowlsolutions.com

Business Size: Small
CUSTOMER INFORMATION

1a Awarded SIN(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>SIN Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Term Software License</td>
</tr>
<tr>
<td>54151S</td>
<td>IT Professional Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b Lowest Priced Item:  See Pricelist

1c Hourly Rates & Labor Category Descriptions:  See Below

2 Maximum Order:  54151S and 511210 -$500,000; OLM – $250,000

3 Minimum Order:  $100

4 Geographic Coverage:  Worldwide

5 Point of Production:  Minneapolis, MN, Southwick, MA and Linz, Austria

6 Discount:  Prices shown are net of discount.

7 Quantity Discounts:  Additional 4% for orders exceeding $200,000

8 Prompt Payment Terms:  Net 30 Days

| Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. |

9a Government Purchase Cards  Government Purchase Cards are accepted at or below the micro-purchase threshold.

9b Contractor will accept the Government Commercial Credit Card above the micro-purchase threshold.

10 Foreign Items:  Software Products manufactured in Linz, Austria

11 Time of Delivery:

| a. Normal: Products (511210) - 30 Days; Services (54151S) - As Agreed Upon with Ordering Activity |
| b. Expedited: Contact Contractor |
| c. Overnight & 2-day delivery: Contact Contractor |
| d. Urgent Requirements: Contact Contractor |

12 FOB Point(s):  Destination for Worldwide Delivery

13a Ordering Address:  Same as Contractor address

13b Ordering procedures:  For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), are found in Federal Acquisition Regulation (FAR) 8.405-3.
Payment Address: Same as Contractor address

Warranty Provision: Standard Commercial Warranty

Export packing charges, if applicable: Not Applicable

Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): Not Applicable

Terms and conditions of rental, maintenance, and repair (if applicable): Not Applicable

Terms and conditions of installation (if applicable): Not Applicable

Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): Not Applicable

Terms and conditions for any other services (if applicable): Not Applicable

List of service and distribution points (if applicable): Not Applicable

List of participating dealers (if applicable): Not Applicable

Preventive maintenance (if applicable): Not Applicable

Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

Section 508 Compliance for EIT: Not Applicable

DUNS Number: 050375224

Notification regarding registration in CCR database: Contractor has an Active Registration in the SAM database.

About the Company:
FISHBOWL SOLUTIONS IS AN IT CONSULTING COMPANY AND RESELLER OF VARIOUS VENDOR PRODUCTS LOCATED IN MINNEAPOLIS, MN. WE HAVE A SUCCESSFUL HISTORY PROVIDING HIGH-QUALITY SYSTEMS CONSULTING, SYSTEM DEPLOYMENT AND APPLICATION SUPPORT. OUR SERVICES RANGE FROM EARLY CONCEPT DEFINITION, REQUIREMENTS DEVELOPMENT AND MAINTENANCE, ENTERPRISE-LEVEL DESIGN, ARCHITECTURE ENGINEERING AND DESIGN, TEST AND EVALUATION, ENTERPRISE-LEVEL INTEGRATION ENGINEERING, MAINTENANCE SUPPORT, PROGRAM MANAGEMENT, AND BUSINESS PROCESS ENGINEERING. FISHBOWL SOLUTIONS WORKS WITH CLIENTS TO DELIVER BUSINESS IMPACTFUL PROJECTS HELPING THE ORGANIZATIONS DELIVER MORE VALUE FOR THEIR BUSINESS THROUGH THE APPLICATION OF SUCCESSFUL PROJECTS. FISHBOWL SOLUTIONS OFFERS STRATEGIC CONSULTING SERVICES TO HELP CLIENTS DEFINE, PLAN, CUSTOMIZE AND DEPLOY THE MOST EFFICIENT TECHNOLOGIES TO MEET BUSINESS NEEDS.
Title: Software Consultant
Minimum Experience: 4 years

Functional Responsibility: This role provides expertise in, among other things, the following areas: Analyzes Enterprise Search, Digital Assistant, Oracle Content Experience and PTC Windchill requirements and implements and configures the respective solutions to meet stated requirements. Provides services including: general Mindbreeze, Digital Assistant, Content Management and Windchill setup. May also provide customization development and implementation services, and configuration of Fishbowl’s products related to the respective solutions including the Mindbreeze Connector for WebCenter.

Minimum Certifications and Education: Bachelor’s Degree; Certified Mindbreeze, Oracle Digital Assistant, Content Management and Windchill Implementation Expert

Title: Senior Software Consultant
Minimum Experience: 7 years

Functional Responsibility: This role provides expertise in, among other things, the following areas: Analyzes Enterprise Search, Digital Assistant, Oracle Content Experience and PTC Windchill requirements and implements and configures the respective solutions to meet stated requirements. Provides services including: general Mindbreeze, Digital Assistant, Content Management and Windchill setup. May also provide customization development and implementation services, and configuration of Fishbowl’s products related to the respective solutions including the Mindbreeze Connector for WebCenter.

Minimum Certifications and Education: Bachelor’s Degree; Certified Mindbreeze, Oracle Digital Assistant, Content Management and Windchill Implementation Expert

Title: Project Manager
Minimum Experience: 5 years

Functional Responsibility: Directs and controls project personnel. Provides framework for project planning, communications, reporting, and procedural / contractual activities, including: establishing project schedule / plan, including start and end dates, and dependencies; developing and assigning Jobs, Tasks, and Activities to project resources; tracking progress against tasks associated with a work stream and maintaining team accountability for milestone completion; appropriately reviews and escalates issues and risks; provides progress updates in the form of weekly status reports; and facilitates weekly project status meetings.

Minimum Certifications and Education: Bachelor’s Degree
SIN 54151S Pricing

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Software Consultant</td>
<td>$160.58</td>
</tr>
<tr>
<td>Senior Software Consultant</td>
<td>$181.36</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$170.03</td>
</tr>
</tbody>
</table>

*The Service Contract Labor Standards (SCLS) is applicable to this contract as it applies to the entire Multiple Award Schedule and all services provided. While no specific labor categories have been identified as being subject to SCLS due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS eligible labor categories. If and/or when the contractor adds SCLS labor categories/employees to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS matrix identifying the GSA labor category titles, the occupational code, SCLS labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.*

SIN 511210 Pricing

<table>
<thead>
<tr>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>Price (Inclusive of IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>CM-FBS-MB-WCCCON-3-P</td>
<td>Oracle WebCenter Mindbreeze Connector(P)</td>
<td>Oracle WebCenter Content Connector for Mindbreeze InSpire - 3 Year - Production</td>
<td>Annually Per WebCenter Content Instance</td>
<td>$6,166.25</td>
</tr>
<tr>
<td>CM-FBS-MB-WCCCON-3-C</td>
<td>Oracle WebCenter Mindbreeze Connector(C)</td>
<td>Oracle WebCenter Content Connector for Mindbreeze InSpire - 3 Year - Cluster</td>
<td>Annually Per WebCenter Content Instance</td>
<td>$3,083.12</td>
</tr>
<tr>
<td>CM-FBS-MB-WCCCON-3-D</td>
<td>Oracle WebCenter Mindbreeze Connector(D)</td>
<td>Oracle WebCenter Content Connector for Mindbreeze InSpire - 3 Year - Development (or other non-production environment)</td>
<td>Annually Per WebCenter Content Instance</td>
<td>$1,233.25</td>
</tr>
<tr>
<td>CM-CON-MB-WEBJS</td>
<td>Mindbreeze InSpire Jumpstart for Web Sites</td>
<td>Mindbreeze InSpire Jumpstart for Web Sites</td>
<td>EA</td>
<td>$4,886.65</td>
</tr>
</tbody>
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### Jumpstart for Migrating Websites from Google Search Appliance to Mindbreeze InSpire

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<td>CM-CON-MB-GSAWEBJS</td>
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<td>Jumpstart for Migrating Websites from Google Search Appliance to Mindbreeze InSpire</td>
<td>EA</td>
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FISHBOWL SOFTWARE LICENSE AGREEMENT

A. AGREEMENT DEFINITIONS

“You” and “your” and “Ordering Activity” refers to the Ordering Activity under GSA Schedule contracts that has executed this agreement (“agreement”) and ordered programs from Fishbowl Solutions, Inc. (“Fishbowl”) or an authorized distributor. The following terms have the meanings given:

“Ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

“Program documentation” refers to the program user manual and program installation manuals.

“Programs” refers to the software products owned or distributed by Fishbowl which you have ordered, program documentation, and any program updates acquired through technical support.

“Services” refers to technical support offered as part of this order.

B. APPLICABILITY OF AGREEMENT

This agreement applies to all programs included in the order which this agreement accompanies.

C. RIGHTS GRANTED

Subject to the terms of this agreement, and the definitions and rules set forth in the order and the program documentation, upon Fishbowl’s acceptance of your order and both parties executing this Agreement in writing, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the ordering document), limited right to use the programs you ordered solely for your internal business operations. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for your internal business operations and you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed under this agreement. If your order is accepted, Fishbowl will notify you; the notice will include a copy of your agreement. Services are provided based on Fishbowl’s policies for the applicable programs ordered, which are subject to change. The specific policies applicable to you, and how to access them, are specified in section H of this agreement.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from Fishbowl are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

D. OWNERSHIP AND RESTRICTIONS

Fishbowl or its licensors, as applicable to each program, retain all ownership and intellectual property rights to the programs. If services are provided to you under this agreement, Fishbowl retains all ownership and intellectual property rights to anything developed by Fishbowl and related to the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.
Third party technology that may be appropriate or necessary for use with some Fishbowl programs is specified in the program documentation. Such third party technology terms in a third party technology license agreement specified in the program documentation that are different than the terms of this agreement. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

You may not: remove or modify any program markings or any notice of Fishbowl’s or its licensors’ proprietary rights; make the programs or materials resulting from the services available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted by the specific program license or materials from the services you have acquired); cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs); disclose results of any program benchmark tests without Fishbowl’s prior written consent.

E. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

Fishbowl warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e., via physical shipment or electronic download). You must notify Fishbowl of any program warranty deficiency within one year after delivery. Fishbowl also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Fishbowl of any services warranty deficiencies within 90 days from performance of the defective services.

FISHBOWL DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT FISHBOWL WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND FISHBOWL’S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF FISHBOWL CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE CONTRACT PRICE, INCLUDING FEES PAID TO FISHBOWL FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF FISHBOWL CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO FISHBOWL FOR THE DEFICIENT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. INDEMNIFICATION

If a third party makes a claim against either you (“Recipient”), that any information, design, specification, instruction, software, data, or material (“Material”) furnished by Fishbowl (“Provider”), and used by the Recipient infringes or in any way contributes to the infringement of its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following: notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law); gives the Provider sole control of the defense and any settlement negotiations; and gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.
If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid for it and any unused, prepaid services fees paid in connection with the Material. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. Fishbowl will not indemnify you to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Fishbowl, or the combination of any Material with any products or services not provided by Fishbowl. Fishbowl will not indemnify you for infringement caused by your actions against any third party if the Fishbowl program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. This section provides the parties’ exclusive remedy for any infringement claims or damages. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

**G. TECHNICAL SUPPORT**

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Fishbowl’s attached technical support policies.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, “SULS”) acquired with your order may be renewed annually. If you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year’s fees and be in accordance with the GSA Pricelist. If your order is fulfilled by a member of Fishbowl’s partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees and be in accordance with the GSA Pricelist.

If you decide to purchase technical support for any license within a license set (as defined in Fishbowl’s technical support policies, as updated from time to time), you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

**H. END OF AGREEMENT**

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, Fishbowl 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. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.
I. FEES AND TAXES

All fees payable to Fishbowl are due within 30 days from the invoice receipt date. Fishbowl shall state separately on invoices taxes excluded from the fees, and you agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your ordering document. However, (a) if you order support and maintenance for programs, the preceding sentence does not relieve Fishbowl of its obligation to provide updates under your ordering document, if-and-when available, in accordance with Fishbowl’s then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement.

J. NONDISCLOSURE

By virtue of this agreement, each party may have access to information that the other party considers confidential. We each agree to disclose to each other only information that is required for the performance of obligations under this agreement.

“Confidential information”, as used in this section K., shall be limited to all information clearly identified as confidential at the time of disclosure.

A party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. Fishbowl 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.

We each agree to hold each other’s confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

K. ENTIRE AGREEMENT

You agree that this agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), , together with the applicable ordering document, are the complete agreement for the programs ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any Fishbowl ordering document shall supersede the terms in any other non-Fishbowl ordering document. A Government Purchase Order shall supersede the terms in this Agreement. This agreement and ordering documents may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted by authorized representatives of you and of Fishbowl. Any notice required under this agreement shall be provided to the other party in writing.

L. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FISHBOWL’S
MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE CONTRACT PRICE YOU PAID FISHBOWL UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID FISHBOWL FOR THE PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY. 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.

M. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

N. OTHER

1) This agreement is governed by the Federal laws of the United States.

2) If you have a dispute with Fishbowl or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Fishbowl Solutions, Inc., 4500 PARK GLEN RD, SUITE 200, ST. LOUIS PARK, MN 55416, USA, Attention: General Counsel, Legal Department.

3) You or Fishbowl may not assign this agreement or give or transfer the programs and/or any services or an interest in them to another individual or entity without the prior written consent of the other party. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services deliverables.

4) Except for actions for nonpayment or breach of Fishbowl’s proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than six years after the cause of action has accrued.

5) The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it. You understand that Fishbowl’s business partners, including any third party firms retained by you to provide computer consulting services, are independent of Fishbowl and are not Fishbowl’s agents. Fishbowl is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a Fishbowl subcontractor on an engagement ordered under this agreement.

O. FORCE MAJEURE

Excusable delays shall be governed by FAR 52.212-4(f).

P. LICENSE DEFINITIONS AND RULES

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules found below.
Definitions and License Metrics

**Customer:** is defined as the customer entity specified on the ordering document. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates.

**Instance:** is defined as a single installation of the program that you may install and run on one computer.

Technical Reference Manuals

Technical Reference Manuals (“TRMs”) are Fishbowl’s confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Fishbowl products. You agree to: (a) exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Fishbowl and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Fishbowl shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

Licensing Rules

Failover/Clustering: Special licensing is provided for Failover and Cluster computing. These licenses may not be used as the sole production license and must be paired with at least one production license of the software.

Non-Production: Special licensing is provided for Non-Production/Test or Development purposes. These licenses may not be used in production but only for testing the software, development, or where other exceptions have been granted in writing by Fishbowl.
The effective date of this agreement shall be ________________________________, ________.

Ordering Activity Name: ____________________________  Fishbowl Solutions, Inc.

Authorized
Signature: ____________________________

Name: ____________________________

Title: ____________________________

Signature Date: ____________________________

Authorized
Signature: ____________________________

Name: ____________________________

Title: ____________________________

Signature Date: ____________________________