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

CONTRACT NUMBER: 47QTCA19D00AA
CONTRACT PERIOD: 04/19/2019 through 04/18/2024

Federal Supply Schedule MAS – General Purpose Commercial
Information Technology Equipment, Software, and Services

Special Item Numbers:
511210 - Term Software License
54151S - Information Technology Professional Services
Prices Shown Herein are Net (discount deducted)

CONTRACTOR:
Modus Operandi, Inc.
1333 Gateway Dr., Suite 1026
Melbourne, FL 32901
Tel: (321) 473-1400
Web: www.modusoperandi.com

CONTRACT ADMINISTRATOR:
Janet Thodos
Contracts Specialist
1333 Gateway Dr., Suite 1026
Melbourne, FL 32901
Tel: (321) 473-1405
jthodos@modusoperandi.com

BUSINESS SIZE: Small Business
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.

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules
Contractor Information

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs): 132 32, 132 51. See Appendices A and B for item descriptions and awarded prices.

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN: See Appendix A

1c. HOURLY RATES (Services only): See Appendix A

2. MAXIMUM ORDER THRESHOLD: $500,000

3. MINIMUM ORDER THRESHOLD: $100.00

4. GEOGRAPHIC COVERAGE: 50 States, DC

5. POINT(S) OF PRODUCTION: Melbourne, FL

6. DISCOUNT FROM BEST MARKET RATE: GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.

7. QUANTITY DISCOUNT(S): 1% on orders exceeding $300,000

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

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

9b. Government Purchase Cards will NOT be accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 Days ARO for software

11b. EXPEDITED DELIVERY: Contact Contractor if Available

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor if Available

11d. URGENT REQUIREMENTS: Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery. See “Urgent Requirements” in Appendix D, Terms and Conditions.

12. FOB POINT: Destination

13a. ORDERING ADDRESS: Modus Operandi, Inc.
    Attn: Janet Thodos
    1333 Gateway Dr., Suite 1026
    Melbourne, FL 32901

13b. ORDERING PROCEDURES: Ordering Activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (www.fss.gsa.gov/schedules).
14. PAYMENT ADDRESS:  Modus Operandi, Inc.
Attn: Janet Thodos
1333 Gateway Dr., Suite 1026
Melbourne, FL 32901

15. WARRANTY PROVISION: Standard Commercial

16. EXPORT PACKING CHARGES: None

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): Not Applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): Not Applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): Not Applicable

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT): Compliant.
The EIT standards can be found at: www.Section508.gov/

25. DUNS NUMBER: 130550262

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:
Contractor has an active registration in the System for Award Management (SAM) database.
## Appendix A – Price List

### 54151S - IT Professional Services

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product Support/Consulting Software Engineer</td>
<td>$127.05</td>
</tr>
<tr>
<td>Product Support/Consulting Software Engineer - Senior</td>
<td>$166.15</td>
</tr>
<tr>
<td>Product Support/Consulting Software Engineer - Master</td>
<td>$205.24</td>
</tr>
<tr>
<td>Subject Matter Expert - Senior</td>
<td>$244.33</td>
</tr>
</tbody>
</table>

### 511210 - Term Software License

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Product Description</th>
<th>GSA Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>MO-VIA-0001-SUBSCRIPTION</td>
<td>Movia™ Software: Modus Operandi Movia™ Annual License. Includes support. Per concurrent user</td>
<td>$3,350.13</td>
</tr>
<tr>
<td>MO-VIA-0001-SUBSCRIPTION-ST</td>
<td>Movia™ Software: Modus Operandi Movia™ Annual License. Includes support. Small Team (up to 20 concurrent users OR 16 cores)</td>
<td>$63,652.39</td>
</tr>
<tr>
<td>MO-VIA-0001-SUBSCRIPTION-LT</td>
<td>Movia™ Software: Modus Operandi Movia™ Annual License. Includes support. Large Team (up to 50 concurrent users OR 48 cores)</td>
<td>$153,148.61</td>
</tr>
<tr>
<td>MO-VIA-0001-SUBSCRIPTION-MULTI</td>
<td>Movia™ Software: Modus Operandi Movia™ Annual License. Includes support. Multi-Team (up to 100 concurrent users OR 96 cores)</td>
<td>$258,438.29</td>
</tr>
<tr>
<td>MO-VIA-0001-SUBSCRIPTION-PROGRAM</td>
<td>Movia™ Software: Modus Operandi Movia™ Annual License. Includes support. Program-Wide (unlimited use by Program)</td>
<td>$957,178.84</td>
</tr>
<tr>
<td>Movia™ RightSTART</td>
<td>Modus Operandi Movia™ RightSTART installation, configuration, and getting started training. Movia RightSTART offers a rapid (4-day), low-risk Movia installation, configuration, and training that lays the foundation for future success and rapid ROI. Sold in conjunction with software.</td>
<td>$19,143.58</td>
</tr>
</tbody>
</table>
Appendix B – Labor Category Descriptions

**Product Support/Consulting Software Engineer**

**Minimum Education:** Bachelor’s Degree (BA/BS) or equivalent

**Minimum Experience:** This position requires a minimum of two years of information technology experience.

**General Experience:** Experience spans one or more of the following areas of IT project performance: Agile methods, software requirements and design, software coding, software testing and debugging, software integration, product or system installation, product configuration, and customer support.

**Functional Responsibility:** Works under the direction of more senior engineers to analyze and evaluate existing or proposed IT systems, and develops computer programs, systems, and related procedures to process data. Prepares charts and diagrams to assist in problem analysis and submits recommendations for solution. Prepares program specifications documentation. Assists in development of test plans and test data and the management of configuration baselines. Encodes, tests, debugs, and installs the operating programs and procedures. Analyzes software code and evaluates and addresses potential software vulnerabilities. Implements solutions based on commercial software. Participates in Agile software development activities.

**Product Support/Consulting Software Engineer – Senior**

**Minimum Education:** Bachelor’s Degree (BA/BS) or equivalent

**Minimum Experience:** This position requires a minimum of five years of information technology experience.

**General Experience:** Experience spans one or more of the following areas of IT project performance: Agile methods, software requirements and design, software coding, software testing and debugging, Risk Management Framework, software integration, product or system installation, product configuration, and customer support.

**Functional Responsibility:** Works under the direction of more senior engineers, program managers, architects, or subject matter experts to analyze and evaluate existing or proposed IT systems, and develops computer programs, systems, and related procedures to process data. Prepares charts and diagrams to assist in problem analysis and submits recommendations for solution. Prepares program specifications documentation. Assists in development of test plans and test data and the management of configuration baselines. Encodes, tests, debugs, and installs the operating programs and procedures. Analyzes software code and evaluates and addresses potential software vulnerabilities and supports implementation of Risk Management Framework. Implements solutions based on commercial software. Leads and/or participates in Agile software development activities. Provides project specific customization, development, and integration services, including requirements assessment, architecture, planning and design, and implementation services.

**Product Support/Consulting Software Engineer – Master**

**Minimum Education:** Master’s Degree (MA/MS) or equivalent

**Minimum Experience:** This position requires a minimum of ten years of information technology experience.

**General Experience:** Experience spans one or more of the following areas of IT project performance: team leadership, Agile methods, software requirements and design, software coding, software testing and debugging, Risk Management Framework, software integration, product or system installation, product configuration, and customer support. Experience includes one or more areas of advanced technology (see list under Functional Responsibility), with expert-level knowledge. Experience mentoring and managing junior staff and furthering their professional growth.

**Functional Responsibility:** Works in a leadership or senior contribution capacity to analyze and evaluate existing or proposed IT systems, develops computer programs, systems, and related procedures to process data. Ensures that solutions meet customer
requirements and are of high quality. Supports design and implementation of advanced technology solutions in one or more of the following areas: technology strategy, cloud systems (including Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS)), databases (including graph data stores), linked data, semantic technology, taxonomies, ontologies, virtualization, artificial intelligence, machine learning, data analytics, decision support, human-computer interface, and human-machine teaming. Analyzes software code and evaluates and addresses potential software vulnerabilities and leads implementation of Risk Management Framework. Implements solutions based on commercial software. Resolves problems with software and responds to suggestions for improvements and enhancements. Provides project specific customization, development, and integration services, including requirements assessment, architecture, planning and design, and implementation services. Mentors, instructs, assigns, directs, and reviews/audits the work of other software engineers working on the project. Leads and/or participates in Agile process activities.

**Subject Matter Expert – Senior**

**Minimum Education:** Ph.D. Degree or equivalent

**Minimum Experience:** This position requires a minimum of fifteen years of overall experience with a minimum of five years of information technology experience.

**General Experience:** Recognized as an expert in a specific field of study, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, the various sciences, or the customer mission domain.

**Functional Responsibility:** Provides technical knowledge and analysis at a high level of expertise relevant to the project work. Provides evaluation and analytic skills for customer-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex problems. Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews, and other environments to assist in collaborative results. Prepares reports, presentations, and papers documenting findings, opinions, and recommendations. Participates as needed in all phases of the project life cycle with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Advises on implementation of both new capabilities and solutions based on commercial software. Applies principles, methods, and knowledge of the functional area of capability to specific task order requirements. Applies advanced mathematical and scientific principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

**Experience/Education Substitutions:**

<table>
<thead>
<tr>
<th>Experience/Qualification</th>
<th>Equivalent Degree</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.S. Diploma + 4 years additional relevant IT experience</td>
<td>Equals Bachelor’s Degree</td>
</tr>
<tr>
<td>Associate Degree + 2 years additional relevant IT experience</td>
<td>Equals Bachelor’s Degree</td>
</tr>
<tr>
<td>Bachelor’s Degree + 2 years additional relevant IT experience</td>
<td>Equals Master’s Degree</td>
</tr>
<tr>
<td>Master’s Degree + 4 years additional relevant IT experience</td>
<td>Equals Ph.D.</td>
</tr>
<tr>
<td>A Ph.D. may be substituted for 4 years of required relevant IT experience with a Master’s Degree or 6 years relevant experience with a Bachelor’s Degree</td>
<td></td>
</tr>
<tr>
<td>A Master’s Degree may be substituted for 2 years of required relevant IT experience with a Bachelor’s Degree</td>
<td></td>
</tr>
</tbody>
</table>
COMMERCIAL SOFTWARE LICENSE AND SUPPORT AGREEMENT

Incorporated herein is the Commercial Software License and Support Agreement ("Agreement") by and between Modus Operandi, Inc. (referred to herein as "Licensor") and the Ordering Activity under GSA Schedule contracts (referred to herein as "Licensee"). This Agreement sets forth the terms and conditions to which Licensee will license certain commercial software products of Licensor and contract for certain support services from Licensor and pursuant to which Licensor will provide such products and support services to Licensee.

CONTENTS

1. Definitions
2. Commercial License
3. Limited Warranty
4. Limitation of Liability
5. No Consequential Damages
6. Term and Termination
7. General

1. DEFINITIONS. For purposes of this Agreement, the following terms are defined as below:

"Documentation" means Licensor’s current user manuals, operating instructions and installation guides generally provided with the Software to its licensees.

"Licensee" means the Ordering Activity which has acquired license rights in the Software and Documentation.


"Master Agreement," if applicable, means any overall agreement between the parties into which this Agreement is incorporated.

"Order," if applicable, means the document by which Software and Support Services are ordered by Licensee. The Order(s) shall reference and be solely governed by this Agreement.

"Owner" means Modus Operandi, Inc., the developer of the Software, together with any 3rd party Licensor(s).

"Software" means the source code (if supplied), object code, configuration files, and Licensor-provided data files for the software product which is subject to this Agreement (see Exhibit A), and the related Documentation, including any upgrades or updates. Licensor asserts that the Software is Commercial Computer Software as defined in DFARS §252.227-7014(a)(1), and Licensee is unaware of any information in conflict with that assertion.

"Support Services" means technical support for Software under the terms of this Agreement and Licensor’s then-current policies at the time of the Order.

2. COMMERCIAL LICENSE. The license grants below ("Commercial License") are subject to all of the applicable terms of this Agreement, including compliance with all the applicable restrictions stated below in Article 2.2 ("Restrictions"), as well as the following limitations: (i) Licensee may not copy the Software, except as explicitly authorized below, or for archival or disaster recovery (cold back-up) purposes, and if Licensee does copy for these purposes, Licensee shall preserve any proprietary or other rights notices on the Software and place such notices on any and all copies Licensee has made or makes; (ii) Licensee may modify the Software in accordance with the Documentation solely to allow for interoperability with Licensee’s internal information systems for the purpose of Licensee’s use of the Software; (iii) Any such modifications made in (ii) above shall not be derivative works, and Licensee shall not create or attempt to create any derivative works from the Software; (iv) to the extent that any such modifications are determined by a court of competent jurisdiction to be a derivative work, all right, title and interest in or to the derivative shall be assigned, and is hereby assigned, from Licensee to Licensor; (v) Licensee may not disclose the results of any performance benchmarks to any third party without Licensor’s prior written consent; (vi) Title, ownership rights, and all intellectual property rights in and to the Software shall remain the sole and exclusive property of Owner. Licensor retains all rights not expressly granted to Licensee in this Agreement. No right, title or interest in or to the Software, other than the limited license granted hereunder for the Term, is granted to Licensee under this Agreement.

2.1. End User License. Licensor grants Licensee a non-exclusive, non-transferable license to the Software for use for its own internal business purposes and solely on the computer equipment set forth in Exhibit A or in an Order which has been accepted by Licensor. Licensee may permit its third party consultants and support contractors to use the Software solely for the Licensee’s operations provided they have signed an agreement with Licensee protecting Licensor’s intellectual property with terms no less stringent than these terms and conditions and that Licensee ensures that such consultant or support contractor use of the Software complies with this Agreement.

2.2. Restrictions.

   a. Licensee may not install, use, or reproduce the Software in an amount exceeding scope of license for which Licensee has acquired a license, as set forth in Exhibit A or in an Order which has been accepted by Licensor.

   b. Licensee is prohibited from attempting, or knowingly permitting or encouraging others to attempt, to reverse engineer, decompile, disassemble, or otherwise attempt to determine source code or protocols from the Software except and only to the extent permissible by applicable law despite such prohibition.

   c. Licensee may not use the Software for the purpose of developing other software based on concepts, functions, or operations similar to those of the Licensor’s Software.

   d. Licensee may not (i) sell, resell, license, sublicense, rent, lease, or host the Software, or (ii) act as a service bureau, ISV, VAR, or OEM with respect to the Software; or in any other way distribute the Software to any third party.

   e. If the Software is provided by Licensor in a form that is bundled or otherwise integrated with other software of Licensor (under separate license terms), Licensee may not use the Software except as part of the larger software system.

2.3. Third Party Code. The Software includes code and libraries licensed to Licensor by third parties, including software that is subject to "open source" or "free software" licenses. Additional copyright notices and license terms applicable to such portions of the Software are set forth in the software to which they apply and nothing in this Agreement limits the Licensee’s rights under the applicable license. In addition to any terms and conditions of any third-party open source/free software
license provided with the Software, the disclaimer of warranty and limitation of liability provisions in paragraphs 3.3 and 4 of this Agreement shall apply to all software in this distribution.

2.4. Software Updates. If Exhibit A states that the license includes updates to the Software, the following provisions apply:

a. Licensee shall provide Licensee with all enhancements, improvements, and updates to the Software which Licensor similarly provides or offers to provide to its other clients who have elected to subscribe to software updates. Licensee shall not be eligible to receive any enhancements, improvements, or updates unless that request is submitted to Licensor during the period covered by this Agreement – even if the enhancement, improvement, or update was available but not requested during the period covered. For the avoidance of doubt, Licensee may not request enhancements, improvements, or updates after the Agreement term has expired.

b. When Licensee updates and/or upgrades the Software to either (i) a later release of the same Software available during the term of this Agreement, or (ii) a successor Software product available during the term of this Agreement, such an update/upgrade does not increase Licensee's total license entitlement. For the avoidance of doubt, Licensee does not have rights to utilize both releases simultaneously at the total licensed quantity each. If Licensee elects to keep multiple releases of the Software installed following such an update/upgrade, the total license installation/usage across all versions of the Software may not exceed the maximum license entitlement granted in this Agreement. Notwithstanding the foregoing, Licensee shall be authorized to exceed temporarily the maximum license entitlement, for no longer than ninety (90) days and solely for transitional purpose during the upgrade.

2.5. SOFTWARE SUPPORT. If Exhibit A states that the license includes Software Support, the following provisions apply:

a. Only those users licensed to utilize the Software may access Support Services.

b. Licensee will attempt to correct any material errors or malfunctions or other nonconformities in the Software for the term of this Agreement, provided Licensee's system, on which the Software is installed, and a Licensee's representative are made readily available to Licensor to assist in the diagnosis of the nonconformity. All requests for Support Services shall provide details sufficient to diagnose or reproduce said failure. With respect to the foregoing, any modification or attempted modification of the Licensed Product(s) by Licensee not in accordance with the Documentation supplied by Licensor, or any failure by Licensee to implement the current release of the Software or the release immediately preceding the current release within six (6) months of the current release's availability shall void the obligations of Licensor under this section unless Licensee has obtained prior written authorization from Licensor permitting such modification, attempted modifications, or failure to implement.

3. LIMITED WARRANTY.

3.1. Exclusive Warranty. For a period of thirty (30) days after delivery of the Software to Licensee, Licensor warrants that the Software shall conform in all material respects to the Documentation. Licensor does not warrant that operation of the Software will be uninterrupted or "bug" free.

3.2. Remedies. If Licensor breaches the foregoing warranty and Licensor promptly notifies Licensor in writing of the nature of the breach, Licensor shall make commercially reasonable efforts to promptly repair or replace the non-conforming Software without charge. If, after a reasonable opportunity to cure, Licensor does not repair or replace the non-conforming Software, Licensee must either (i) return the Software and Documentation to Licensor, or certify in writing that all copies have been destroyed, and Licensor shall refund the license fees, if any, received from Licensee for the affected Software acquired during the warranty period, or (ii) accept the non-conforming Software "as is" and waive any and all claims it may have against Licensor for the non-conformance of the Software to the Documentation. This is Licensee's sole and exclusive remedy for breach of the exclusive warranty in Article 3.1.

3.3. Disclaimer of Warranty. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, MERCHANTABILITY, SYSTEM INTEGRATION, OR DATA ACCURACY.

3.4. Licensee Responsibilities. Licensee is solely responsible for determining the appropriateness and associated risks of using the Software, including but not limited to the risks and costs of program errors, compliance with applicable laws, damage to or loss of data, programs, or equipment, and unavailability or interruption of operations.

4. LIMITATION OF LIABILITY. Except for Licensee's breach of the license grant under Article 2, each party's entire liability for direct damages concerning performance or non-performance or in any way related to the subject matter of this Agreement, and regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the license fees received by Licensor from Licensee during the twelve-month period prior to the event giving rise to the liability.

IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY (INCLUDING BUT NOT LIMITED TO PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, LOSS OF DATA, OR LOST PROFITS; OR BUSINESS INTERRUPTION). HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT ARISING FROM OR AS A RESULT OF USING THE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.


The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensee's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

5. NO CONSEQUENTIAL DAMAGES. Except for claims arising out of Licensee's breach of Article 2, in no event shall either party be liable to the other for any indirect, incidental, special punitive, or consequential damages, including, without limitation, damages for lost data or lost profits, even if such party has been advised as to the possibility of such damages.

6. TERM AND TERMINATION. The license granted hereby is for the term stated in Exhibit A. Either party may seek remedies under the Master Agreement or applicable law in the event of default by the other party. Either party shall be in default if it fails to perform any of its duties or obligations and does not undertake an effort to substantially cure such default within thirty (30) days after written notice is given to the defaulting party. Upon termination of this Agreement, all licenses granted to Licensee pursuant to this Agreement shall automatically terminate. Additionally, upon termination of this Agreement, the provisions of Articles 1, 3, 4, 5 and 7 shall survive.
7. GENERAL.

a. Force Majeure. Pursuant to clause 52.212-4(f), Licensor shall not be liable for any delay or failure in performance due to causes beyond its reasonable control.

b. Export Compliance. The Software may be subject to United States Export Control laws and regulations as currently enacted, or as subsequently modified. The Software may contain technical data that is categorized on either: (i) The United States Munitions List and, as such, subject to the International Traffic in Arms Regulations (ITAR, 22 C.F.R. §§120-130); or (ii) The Commerce Control List, and, as such, subject of the Export Administration Regulations (EAR, 15 C.F.R. §§730-774). Licensee represents and warrants that it shall not download, use, transfer, or otherwise export or re-export the Software or any underlying information technology directly or indirectly to any individual, employee, company, or other entity without first complying with all requirements of the ITAR, the EAR, and any other applicable export restrictions, including the requirement for obtaining any export license, if applicable. In particular, but without limitation, the Software may not be exported or re-exported (i) into (or to a national or resident of) any U.S. embargoed country or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders. By executing this Agreement or by using the Software, Licensee represents and warrants that Licensee is not located in, under control of, or a national or resident of any such country or on any such list.

c. Assignment. The Licensor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the credit card), the Licensor may not assign its rights to receive payment under this contract.

d. Severability. If any part of this Agreement is held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other parts of the Agreement.

e. Waiver. The waiver of a breach of any provision of this Agreement shall not operate or be interpreted as a waiver of any other or subsequent breach.

f. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by FAX or overnight courier service, or mailed by first class, registered, or certified mail, postage prepaid, to the address of the party specified in the Order or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.

g. Governing Law. This Agreement shall be governed by the Federal laws and regulations of the United States of America.

h. U.S. Government Contract Clauses. If the Software and/or Documentation are acquired on behalf of a U.S. federal government entity, the following mandatory clauses are accepted by Licensor: FAR 52.222-26 Equal Opportunity (SEPT 2016), FAR 52.222-35 Equal Opportunity for Veterans (OCT 2015) and FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014).
ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and supersedes all prior or contemporaneous oral or written agreements regarding the subject matter hereof. The terms and conditions of this Agreement shall prevail regardless of any preprinted or conflicting terms in the Order.

EXHIBIT A

SCOPE OF LICENSE

A. Software (list the software licensed under this Agreement):

   a. Movia software

   This license includes updates to the Software and includes Software Support. Updates shall be subject to the terms and conditions of this License Agreement.

B. Scope of License (as applicable, list the number of CPUs, users, and/or specific sites for which the license is being granted pursuant to Article 2 of the Agreement):

   IN THE EVENT OF ANY CONFLICT BETWEEN ARTICLES 1-7 OF THIS LICENSE AGREEMENT AND THIS SCOPE OF LICENSE, THE SCOPE OF LICENSE BELOW SHALL CONTROL.

   The number of licensed computer cores OR the number of licensed concurrent users shall be set forth in the ordering documents between Licensee and Licensor.

C. Licensee Information:

   a. Licensee Name: See order documents
   b. Licensee Address: See order documents
   c. Point of Contact Name(s), Phone Number(s), e-mail address(es): See order documents

D. Term:

   This is an annual subscription license. The term of the license is one year, after which this Agreement shall terminate.
1. **INSPECTION/ACCEPTANCE**
   
   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Inspection of services is in accordance with 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION – FEB 2007) (DEVIATION - FEB 2018) for Firm-Fixed Price orders; or GSAR 552.212-4 CONTRACT TERMS AND CONDITIONS–COMMERCIAL ITEMS (JAN 2017) (DEVIATION - FEB 2018) (ALTERNATE I - JAN 2017) (DEVIATION - FEB 2007) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

2. **COMMERCIAL SUPPLIER AGREEMENTS**

   Commercial Software License and Support Agreement attached, See Appendix C.

3. **GUARANTEE/WARRANTY**

   a. **Verbatim Extract from Commercial Software License and Support Agreement:**

      3.1. **Exclusive Warranty.** For a period of thirty (30) days after delivery of the Software to Licensee, Licensor warrants that the Software shall conform in all material respects to the Documentation. Licensor does not warrant that operation of the Software will be uninterrupted or "bug" free.

      3.2. **Remedies.** If Licensor breaches the foregoing warranty and Licensee promptly notifies Licensor in writing of the nature of the breach, Licensor shall make commercially reasonable efforts to promptly repair or replace the non-conforming Software without charge. If, after a reasonable opportunity to cure, Licensor does not repair or replace the non-conforming Software, Licensee must either (i) return the Software and Documentation to Licensor, or certify in writing that all copies have been destroyed, and Licensor shall refund the license fees, if any, received from Licensee for the affected Software acquired during the warranty period, or (ii) accept the non-conforming Software "as is" and waive any and all claims it may have against Licensor for the non-conformance of the Software to the Documentation. This is Licensee’s sole and exclusive remedy for breach of the exclusive warranty in Article 3.1.

      3.3. **Disclaimer of Warranty.** THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, MERCHANTABILITY, SYSTEM INTEGRATION, OR DATA ACCURACY.

   b. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity.
4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 321-473-1488 for the purpose of providing software support in accordance with the COMMERCIAL SOFTWARE LICENSE AND SUPPORT AGREEMENT. The technical support number is available 9:00am to 5:00pm Eastern time Monday to Friday, excluding Federal holidays.

5. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type):

   (1) **__X__** Software Maintenance as a Product (SIN 511210)

      Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

      Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

      Software Maintenance as a product is billed at the time of purchase.

   (2) **_____** Software Maintenance as a Service (SIN 132-34)

      Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software.

      Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31U.S.C. 3324.

      Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

   b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. **PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 511210)**

   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

   b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

   c. Annual Funding. When annually appropriated funds are cited on an order for term licenses the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.

   d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

   e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses are to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses are to be continued during the subsequent period.
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
   a. When a contractor commercially offers conversions of term licenses to perpetual licenses, and an ordering
      activity requests such a conversion, the contractor shall provide the total amount of conversion credits available
      for the subject software within ten (10) calendar days after placing the order.
   b. When conversion credits are provided, they shall continue to accrue from one contract period to the next,
      provided the software has been continually licensed without interruption.
   c. The term license for each software product shall be discontinued on the day immediately preceding the
      effective date of conversion from a term license to a perpetual license.
   d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such
      software was initially ordered under a term license, or the perpetual license price prevailing at the time of
      conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all
      term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION
   Not Applicable.

9. UTILIZATION LIMITATIONS - (SIN 511210)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the ordering activity, commercial computer software and related documentation so legend
      shall be subject to the following:
         (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless
             otherwise specified.
         (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or
             independent ordering activity. The software may be used by any subdivision of the ordering activity
             (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if
             the subdivision did not participate in the acquisition of the software. Further, the software may be used
             on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the
             software placed at one ordering activity's site. This would allow other agencies access to one ordering
             activity's database. For ordering activity public domain databases, user agencies and third parties may
             use the computer program to enter, retrieve, analyze and present data. The user ordering activity will
             take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary
             property with any third parties that are permitted access to the computer programs and documentation
             in connection with the user ordering activity's permitted use of the computer programs and
             documentation. For purposes of this section, all such permitted third parties shall be deemed agents of
             the user ordering activity.
         (3) Except as is provided in paragraph 9.b(2) above, the ordering activity shall not provide or otherwise
             make available the software or documentation, or any portion thereof, in any form, to any third party
             without the prior written approval of the Contractor. Third parties do not include prime Contractors,
             subcontractors and agents of the ordering activity who have the ordering activity's permission to use the
             licensed software and documentation at the facility, and who have agreed to use the licensed software
             and documentation only in accordance with these restrictions. This provision does not limit the right of
             the ordering activity to use software, documentation, or information therein, which the ordering activity
             may already have or obtains without restrictions.
(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

(6) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

(7) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

(8) Software Asset Identification Tags (SWID) (Option 1 SIN 511210)
Not Applicable.

(9) Re_allocation of Perpetual Software (Option 2 SIN 511210)
Not Applicable.

10. SOFTWARE CONVERSIONS - (SIN 511210)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.
11. RIGHT-TO-COPY PRICING  
Not Applicable.

12. I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)  
When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 511210 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified
as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or
(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

7. RESPONSIBILITIES OF THE CONTRACTOR
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY
Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR
All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES
The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES
Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS
Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.
15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.