General Services Administration
Federal Acquisition Service

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

Multiple Award Schedule – MAS
Information Technology

Information Technology Services
54151S Information Technology Professional Services – DA01

Information Technology Solutions
518210C Cloud and Cloud Related IT Professional Services – DB10

IT Software
511210 Software Licenses – 7A21

Miscellaneous Complimentary SINs
OLM Order Level Materials

HumanTouch, LLC
7918 Jones Branch Drive, Suite 800
McLean, VA 22102
Phone: (703) 910-5090
Fax: (703) 940-0360
Email: info@humantouchllc.com
www.humantouchllc.com

Other Than Small

Contract Number: 47QTC19D00HJ
Period Covered by Contract: August 13, 2019, through August 12, 2024
Pricelist current through Modification #PS-0010 dated December 2, 2021

General Services Administration
Federal Acquisition Service

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

Contract Administration:
Wendy K. LaDuca
General Counsel
Phone: (703) 910-5090, Ext. 24
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HumanTouch, LLC®
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Information For Ordering Activities Applicable To All Special Item Numbers

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

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<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
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<tbody>
<tr>
<td>518210C</td>
<td>Cloud and Cloud Related IT Professional Services</td>
</tr>
<tr>
<td>54151S</td>
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<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Material</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Service and Price for Each Service Rate: See Pricing beginning on page 25.

1c. SERVICES OFFERED: See Labor Category Descriptions – Page 7

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>518210C</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>54151S</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>511210</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>OLM</td>
<td>Any proposed OLMs must be in support of the order and shall not exceed 33.33% of the total order value.</td>
</tr>
</tbody>
</table>

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

3. MINIMUM ORDER LIMITATION: $100

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

5. POINT OF PRODUCTION: United States.
6. BASIC DISCOUNT: Prices shown are NET Prices; Basic Discounts have been deducted.

7. QUANTITY DISCOUNTS: None.

8. PROMPT PAYMENT TERMS: For SIN 54151S: 1%, 10 days from receipt of invoice or date of acceptance, whichever is later. For SIN 518210C: 0%, Net 30 Days. For SIN 511210: 0%, Net 30 Days.

9. FOREIGN ITEMS: None.

10a. TIME OF DELIVERY: Contact Contractor.

10b. EXPEDITED DELIVERY: Contact Contractor.

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

10d. URGENT REQUIREMENTS: Contact Contractor.


12a. ORDERING ADDRESS:

   ATTN: Wendy K. LaDuca
   HumanTouch, LLC
   7918 Jones Branch Drive, Suite 800
   McLean, VA 22102
   Tel: 703-910-5090 x24
   Fax: 703-940-0360
   GSASchedule@humantouchllc.com
   www.humantouchllc.com

12b. ORDERING PROCEDURES: For supplies and services the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA may be found at the GSA/FSS Schedule homepage (gss.gsa.gov/schedule).

13. PAYMENT ADDRESS:

   ATTN: Wendy K. LaDuca
   HumanTouch, LLC
   7918 Jones Branch Drive, Suite 800
   McLean, VA 22102
   Tel: 703-910-5090 x24
   Fax: 703-940-0360
   GSASchedule@humantouchllc.com
   www.humantouchllc.com

15. EXPORT PACKING CHARGES: Not Applicable.

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE AND REPAIR: Not Applicable.

17. TERMS AND CONDITIONS OF INSTALLATION: Contact Contractor.

18a. TERMS AND CONDITIONS OF REPAIR PARTS: Contact Contractor.

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

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

20. LIST OF PARTICIPATING DEALERS: Not Applicable.

21. PREVENTIVE MAINTENANCE: Contact Contractor.

22a. SPECIAL ATTRIBUTES: Not Applicable.

22b. SECTION 508 COMPLIANCE INFORMATION: Not Applicable.

23. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: YXWBLMDJX2E6

24. CONTRACTOR IS CURRENTLY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
1. SCOPE
The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud and Cloud Related Professional Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Large Category.

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

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

SIN 518210C Cloud and Cloud Related IT Professional Services and Pricing
No Physical items are sold to customers. Items are used for configuration of web based services provided by CORASCloud on a monthly basis to customer.

CORASNow™ lets you quickly create your own apps that meet your exact needs. And it lets you do it 75% faster than traditional methods. Our revolutionary Visual Application Builder is designed with “ease of use” in mind, and lets you create apps...without writing a single line of code.

CORASCloud provisions CORASNow in adherence with the definitions of Deployment Models, found in Special Publication 800-145 and as referenced below:

Private Cloud. CORASNow is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

Government Cloud (NIST Community Cloud). The cloud infrastructure is provisioned for exclusive use in the Azure GovCloud. It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

Public Cloud. CORASNow is provisioned for open use by the general public. CORASNow currently runs on Azure, hosting each customer deployment within a Multi-Tennant Environment. It exists on the premises of the cloud provider.

Monthly Adjustments Allowed: HumanTouch provides the ability for clients to scale their user base up or down within an annual period to meet requirements. Pricing adjustments are made based upon the initial annual commitment, subtracting completed months and issued as a credit towards the new number of users.
### LABOR CATEGORY DESCRIPTIONS

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

1. **PROGRAM DIRECTOR**
   Minimum/General Experience: Ten (10) years of progressive experience, of which at least seven (7) must be specialized. Specialized experience includes: substantial project development and management from inception to deployment, proven expertise in the management and control of funds and resources, demonstrated capability in managing multitask contracts of this type and complexity, and management experience with Government task order contracts for support services. General experience includes increasing responsibility in the analysis, engineering, design, standards development, and installation/implementation of services.
Functional Responsibility: The Program Director is responsible for the overall program performance. The Program Director serves as the overall manager of all contractor personnel assigned to any individual task order and all contractor functions performed under any task order and serves as the authorized interface with the Government Contracting Officer, designated representatives, management personnel, or agencies. The Program Director is responsible for all phases of program management, work flow, and resource management including: formulating and reviewing strategic plans; subcontractor management; supervising personnel and communicating policies, purposes, and goals of the organization to personnel; developing and managing efforts relative to implementing and marketing the program to agencies and other customers as authorized by law; assigning contractor schedules; and preparing oral and written status reports. The Program Director is responsible for the quality of the program and deliverables, timeliness, problem solving, risk assessment, and resolving discrepancies.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and ten (10) years’ experience. Acceptable substitute would be an advanced degree in the same fields and five (5) years’ experience.

2. PROJECT MANAGER
Minimum/General Experience: Seven (7) or more years of work experience in the management of projects and tasks in the IT field.

Functional Responsibility: Performs project management functions including: planning workload requirements to meet client requirements, preparing technical and price proposals, preparing invoicing, interviewing and hiring employees to meet client requirements, and providing professional consultation. Must have an understanding of business practices.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and seven (7) years’ experience. Acceptable substitute would be an advanced degree in the same fields and three (3) years’ experience, an Associates degree, or 2+ years of college and ten (10) years’ experience.

3. SENIOR SYSTEMS ENGINEER
Minimum/General Experience: Four (4) or more years of work experience directly related to systems engineering.

Functional Responsibility: Knowledge and proven experience in one (1) or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; system benchmarks and performance tuning; network protocols; network-based applications; systems planning, implementation and management for medium and large multi-user environments; system security issues and applications; network management software and platforms; various computer architectures and vendor lines; data storage technologies and their application in the IT environment; and various computer languages and software development methodologies. Designs complex network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develops solutions. Works independently at the highest technical level formulating creative solutions to diverse and highly complex technical or scientific assignments.
Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and four (4) years’ experience.

4. **SYSTEMS ENGINEER**
Minimum/General Experience: Two (2) or more years of work experience directly related to systems engineering.

Functional Responsibility: Knowledge and practical experience in one (1) or more of the following areas: operating systems and their applications in a networked (heterogeneous and homogenous) or stand-alone environment; systems administration and configuration of at least two (2) operating systems; and various computer languages and software development methodologies. Designs network systems from requirements. Implements networks from plans. Reviews systems requirements. Analyzes, troubleshoots and develops solutions.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and two (2) years’ experience. Acceptable substitution would be a CCNA and eight (8) years’ experience.

5. **SENIOR SYSTEMS ANALYST**
Minimum/General Experience: Over five (5) years of technical experience. This applies to data analysis, computer programming, and/or systems requirements. Requires competence in all phases of systems analysis techniques and methods. Also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Analyzes business procedures and problems to understand data and automation needed to support those processes. Guides users in formulating requirements, advises alternative approaches, and conducts evaluation studies. Develops and writes technical reports, findings, and makes recommendations related to the above.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience. Acceptable substitute would be ten (10) years’ experience in a directly related field.

6. **SYSTEMS ANALYST**
Minimum/General Experience: Three (3) years of technical experience that applies to data analysis, computer programming, and/or systems requirements. Requires competence in all phases of systems analysis techniques and methods and also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Analyzes business procedures and problems to understand data and automation needed to support those processes. Guides users in formulating requirements, advises alternative approaches, and conducts evaluation studies. Develops and writes technical reports, findings, and recommendations related to the above.
Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and three (3) years’ experience. Acceptable substitution would be six (6) years directly related related experience.

7. **SENIOR PROGRAMMER**
Minimum/General Experience: Five (5) or more years of work experience related to computer programming.

Functional Responsibility: Provides technical expertise in performing applications programming and systems analysis for database and software development and maintenance activities. Work will include software requirements, definition and design, applications development, and work with third and fourth generation computer languages and relational database management systems. Requires a working level of skill in programming structured languages, such as C++ or C and related programming tools. Can supervise programmers or research assistants.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience. Acceptable substitute would be an advanced degree in the same fields and two (2) years’ experience.

8. **PROGRAMMER**
Minimum/General Experience: Three (3) or more years of work experience related to computer programming.

Functional Responsibility: Provides technical expertise in performing applications programming and systems analysis for database and software development and maintenance activities. Work will include software requirement definition and design, applications development and work with third and fourth generation computer languages and relational database management systems. Requires a working level of skill in programming structured languages such as C++ or C and related programming tools.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and three (3) years’ experience. Acceptable substitute would be an advanced degree in the same fields and one (1)-year experience.

9. **SENIOR TELECOMMUNICATIONS CONSULTANT**
Minimum/General Experience: Four (4) or more years of technical experience related to voice and data network configuration and design, state and federal telecommunications regulations and tariffs. Requires competence in all phases of telecommunications requirements definition, systems analysis and design methods; also requires knowledge of available hardware, software, system components, tariff and regulatory issues, vendors and competitive issues, applications, service pricing and management practices and must be an expert in at least one (1) telecommunications discipline.

Functional Responsibility: Analyzes telecommunication environment and business procedures. Determines relevant business and technology issues. Assists users to determine business and
technical requirements, presents alternative approaches to address requirements, and conducts evaluation studies. Performs technology research and writes technical reports, findings, and recommendations related to the above.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and four (4) years’ experience.

10. **TELECOMMUNICATIONS CONSULTANT**
Minimum/General Experience: Two (2) or more years of technical experience related to voice and data network configuration and design, state and federal telecommunications regulation and tariffs. Requires competence in all phases of telecommunications requirements definition, systems analysis and design methods; also requires knowledge of available hardware, software, system components, tariff and regulatory issues, vendors and competitive issues, applications, service pricing and management practices and must be an expert in at least one (1) telecommunications discipline.

Functional Responsibility: Analyzes telecommunications environment and business procedures. Determines relevant business and technology issues. Assists users to determine business and technical requirements, presents alternative approaches to address requirements, and conducts evaluation studies. Performs technology research and writes technical reports, findings, and recommendations related to the above.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and two (2) years’ experience.

11. **TELECOMMUNICATIONS ANALYST**
Minimum/General Experience: At least one (1) year of technical experience related to voice and data network configuration and design, state and federal telecommunications regulation and tariffs. Requires competence in telecommunications requirements definition, systems analysis and design methods. Also requires knowledge of available hardware, software, system components, tariff and regulatory issues, vendor and competitive issues, applications, service pricing and management practices.

Functional Responsibility: Performs research and data gathering related to the user’s telecommunications environment and business procedures. Research relevant business and technology details.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and one (1)-year experience. Acceptable substitute would be four (4) years of directly related experience.

12. **SENIOR TELECOMMUNICATIONS TECHNICIAN**
Minimum/General Experience: A minimum of five (5) years’ experience in installation, repair, and maintenance of electronic computer-based systems and experience in the areas of voice
and/or data systems. Must have OEM certification and direct work experience with various transmission media.

Functional Responsibility: Performs installation, adds, moves and changes of equipment, and system performance testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation. May be tasked to perform adjunct installation, de-installation, and relocation activities including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, and associated hardware and software. May be assigned to tasks requiring quality assurance testing of voice and data switching equipment. Performs remedial and preventive service to installed systems consistent with operational requirements and OEM design criteria.

Minimum Education: Must have BISCI certification and five (5) years’ experience.

13. **TELECOMMUNICATIONS TECHNICIAN**  
Minimum/General Experience: A minimum of three (3) years’ experience in installation, repair, and maintenance of electronic computer-based systems and experience in the areas of voice and/or data systems. Must have OEM certification and direct work experience with various transmission media.

Functional Responsibility: Performs installation, adds, moves and changes of equipment, and system performance testing and evaluation activities. Inspects and reviews hardware installation, wiring, power, grounding, system database validation, and other activities to ensure quality installation. May be tasked to perform adjunct installation, de-installation, and relocation activities, including, but not limited to, site preparation and installation and/or removal of cabling and wiring systems, terminal equipment, automated data processing services, and associated hardware and software. May be assigned to tasks requiring quality assurance testing of voice and data switching equipment. Performs remedial and preventive service to installed systems consistent with operational requirements and OEM design criteria.

Minimum Education: Must have BISCI certification and three (3) years’ experience.

14. **SENIOR COMMUNICATIONS ENGINEER**  
Minimum/General Experience: Specialized and in-depth career focus in tele/data communication management. Four (4) years of progressive experience in data communication, specializing in transmission systems (theory and practice).

Functional Responsibility: Provides advanced engineering and analysis services in evaluating, designing, and maintaining highly complex network systems. Provides internal and external analysis services to management, members of the technical staff, and customers in providing highly complex network designs. Establishes the overall technical approach. Performs analysis on the approach prior to design for feasibility and responsibility. During the entire process, reviews the design and technical decisions to ensure a continuity of effort. Provides technical expertise to the network designers.
Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and four (4) years’ experience.

15. SENIOR DATABASE ADMINISTRATOR
Minimum/General Experience: Six (6) or more years of technical experience in the development and maintenance of database systems. Should be experienced in current database technologies, data definition languages, data manipulation languages and database design.

Functional Responsibility: Serves as lead database administrator in the development and maintenance of databases, translates data requirements into a logical data structure, defines file organization, indexing methods, and security procedures. Performs database administration and management functions including: database loading, notion, data dictionary development, table development, and system performance tuning and operation. Works with relational database management systems (RDBMs) and third and fourth generation computer languages. Requires a high level of skill in database management with familiarity in multiple computer operating environments. May supervise lower level database administrators.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and six (6) years’ experience. Acceptable substitute would be an advanced degree in the same fields and three (3) years’ experience.

16. DATABASE ADMINISTRATOR
Minimum/General Experience: Two (2) or more years of technical experience. This applies to database development and administration. Requires competence in all phases of database systems, concepts and methodologies. Also requires knowledge of the resident computer system, software, middleware, structure, management practices, and hardware including input/output devices.

Functional Responsibility: Performs database administration and management functions including: database loading, notion, data dictionary development, table development, and system performance tuning and operation. Works with relational database management systems (RDBMS) and third and fourth generation computer languages. Requires a high level of skill in database management with familiarity in SUN/Solaris computer operating environments.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and two (2) years’ experience. Acceptable substitute would be five (5) years’ experience.

17. SENIOR NETWORK ENGINEER
Minimum/General Experience: Four (4) or more years of work experience related to network engineering.

Functional Responsibility: Knowledge and practical experience in one (1) or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Considerable knowledge of networks and
telecommunications procedures. Determines probable causes of malfunctions and hardware, applications and operating systems software and telecommunications. Troubleshoots users’ problems by analyzing information provided by users. Corrects complex software and telecommunications malfunctions. Develops recommendations for efficient hardware and software installation and configurations. Writes procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network. Registers new users on the network and establishes users’ functional security profiles to allow network availability to all users. Assists users in the area of quality assurance.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and four (4) years’ experience.

18. NETWORK ENGINEER
Minimum/General Experience: Three (3) or more years of work experience related to network engineering.

Functional Responsibility: Knowledge and practical experience in one (1) or more of the following areas: site-specific computer hardware, applications software, operations systems software, and telecommunications devices. Knowledge of networks and telecommunications procedures. Determines probable causes of moderately complex-to-complex malfunctions and hardware, applications and operating systems software, and telecommunications. Troubleshoots users’ problems by analyzing information provided by users. Develops recommendations for efficient hardware and software and software installation and configurations. Documents procedures for computer and/or network operations to provide users with guidelines in efficient utilization of the network.

Minimum Education: High school diploma or technical certification or technical training courses in a related discipline and three (3) years’ experience.

19. SECURITY SPECIALIST
Minimum/General Experience: Five (5) or more years of experience in defining computer security requirements for high level applications, evaluation of approved security product capabilities and developing solutions to security problems.

Functional Responsibility: Analyzes and defines telecommunications security requirements. Designs, develops, engineers, implements operations and maintains the security systems. Gathers and organizes technical information about an organization’s mission goals and needs, existing security products and ongoing programs related to security issues. Performs risk analyses to include risk assessment.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience. Acceptable substitute would be an advanced degree in the same fields and two (2) years’ experience.
20. NETWORK INTEGRATION SPECIALIST
Minimum/General Experience: Two (2) or more years of experience in LAN/WAN

Functional Responsibility: Responsible for network system turnover. Configures LAN, WAN and computer components on user systems. Supervises staff of network installers to ensure that the system components are installed to specification. Operates and troubleshoots network management system components in moderately complex networks. Maintains and operates existing networks, analyses and isolates problems, and takes appropriate corrective action. Maintains operational logs and records.

Minimum Education: Technical certification or technical training courses in a related discipline and two (2) years’ experience.

21. NETWORK INSTALLER
Minimum/General Experience: One (1) year of experience with personal computer systems and LAN installation.

Functional Responsibility: Installs network system infrastructure and related components to include: concentrators/ hubs, network interface cards (NICs), workstation and peripheral hardware, certifies that the network system infrastructure is ready for use, performs tests on installation components to ensure proper operation, and assists other members of the technical staff.

Minimum Education: Technical certification or technical training courses in a related discipline and 1 years’ experience.

22. SENIOR LAN ADMINISTRATOR
Minimum/General Experience: Five (5) or more years of work experience related to computer systems, with at least three (3) years of solid system experience and network administration experience.

Functional Responsibilities: Performs computer systems and LAN administration functions including: system administration, system performance tuning, user operation, computer network and system troubleshooting, software and hardware installation and configuration work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in computer systems and LAN administration.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience. Acceptable substitute would Associates degree and eight (8) years’ experience.

23. LAN ADMINISTRATOR
Minimum/General Experience: Two (2) or more years of work experience related to computers, with at least one (1) year of solid system and network work experience.

Functional Responsibility: Assists the Senior Systems Administrator in performing computer systems and LAN administration functions including: system administration, system performance
tuning, user optimization computer network and system troubleshooting, software and hardware installation and configuration, and working with third and fourth generation computer languages and relational database management systems. Requires skill in computer systems and LAN administration.

Minimum Education: High School Diploma or equivalent and two (2) years’ experience.

24. **SENIOR SYSTEMS ADMINISTRATOR**
Minimum/General Experience: Five (5) or more years of work experience in computer systems with at least three (3) years of solid system and network administration experience.

Functional Responsibility: Performs computer systems and LAN administration functions including: system performance tuning, user optimization troubleshooting, software and hardware installation and configuration, work with third and fourth generation computer languages and relational database management systems. Requires a high level of skill in LAN administration, system administration, system performance tuning, user optimization, and computer network and system computer systems analysis, along with a working knowledge of database theory with specific experience in SUN/Solaris operating systems in the UNIX environment.

Minimum Education: Associates degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience. Acceptable substitute would be eight (8) years of directly related experience.

25. **SYSTEMS ADMINISTRATOR**
Minimum/General Experience: Advanced applicable hardware and software certifications and three (3) or more years of work experience in LAN/WAN administration.

Functional Responsibility: Manages highly complex configurations of multiple file, communication, and print servers, as well as printers, modems and other peripherals. Makes changes to the LAN components and configuration. Assures proper operation of network printers and modems. Assists in the trouble shooting of user problems. Provides for the day-to-day operation and backup of multiple LAN file servers.

Minimum Education: Associates degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and three (3) years’ experience. Acceptable substitute would be six (6) years of directly related experience.

26. **DATA SYSTEMS INTEGRATOR**
Minimum/General Experience: Five (5) or more years of experience in the functional area along with appropriate technical experience in similar projects.

Functional Responsibilities: Leads the systems integration effort and assists senior level staff by providing expertise in integrating various data systems.

Minimum Education: Undergraduate degree in Computer Science, Information Systems, Engineering, Business or other related scientific or technical discipline and five (5) years’ experience.
27. **HELP DESK TECHNICAL SUPPORT III**  
Minimum/General Experience: Four (4) or more years of work experience related to computer software packages.

Functional Responsibility: Provides immediate assistance in response to software suite user’s requests for help in the office automation suite and provide one-on-one training to newly arriving personnel. Requires expertise in the software suites in use in the office and the ability to training others in the use of the individual software packages.

Minimum Education: Technical Certification and two (2) years’ experience.

28. **HELP DESK TECH SUPPORT II**  
Minimum/General Experience: Two (2) or more years of work experience related to computer software packages.

Functional Responsibility: Provides immediate assistance in response to software suite user’s requests for help in the office automation suite and provide one-on-one training to newly arriving personnel. Requires expertise in the software suites in use in the office and the ability to training others in the use of the individual software packages.

Minimum Education: Technical Certification and two (2) years’ experience.

29. **HELP DESK TECH SUPPORT I**  
Minimum/General Experience: One (1) year of work experience related to computer software packages. One (1) to two (2) years’ experience in a high-volume customer service environment. Course work in computer hardware/software.

Functional Responsibility: Provides immediate assistance in response to software suite user’s requests for help in the office automation suite and provide one-on-one training to newly arriving personnel.

Minimum Education: Technical Certification and one (1) year experience.

30. **DOCUMENTATION MANAGER**  
Minimum/General Experience: At least three (3) years of technical writing and editing support in system development, automated office support systems, telecommunications documentation, and other technical material as required. A minimum of one (1) year editing experience in the technical publication field involving engineering, scientific or academic discipline is required.

Functional Responsibility: Prepares and edits telecommunications documentation incorporating information provided by the client, specialists, analysts, engineers, and operations personnel. Must have substantial knowledge of telecommunications and data systems and terminology. Duties include the writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to defined standards. Is expected to communicate effectively in writing and orally with all levels of technical and management personnel, as required.
Minimum Education: Associates degree in Business, English or other related field and three (3) years’ experience. Acceptable substitute would be an Undergraduate degree in a related field and one (1)-year experience.

31. (*) TECHNICAL ASSISTANT/CLERICAL
Minimum/General Experience: Must have at least one (1) year of technical typing experience, at least two (2) years general typing experience and formal training on Word Processing systems/software.

Functional Responsibility: Supports the contractor staff, prepares draft and final-form technical documents, which will become Task Order deliverable items. Is expected to be familiar with telecommunications/data terminology and capable of typing at least forty (40) wpm. Is expected to be capable of typing technical narrative and data. Will be responsible for spelling, grammar, and proper format, and for proofreading finished documents. Is expected to use various word processing equipment with various software applications.

Minimum Education: High school diploma or equivalent and one (1)-year experience.

(*) This position is for support of the professional services and cannot be purchased separately. This is an SCA position 30461 TECHNICAL WRITER I rate 25.7 Wage Determination #2015-4282 Revision No. 9.

32. LEAD PROJECT MANAGEMENT OFFICE (PMO) CONSULTANT
Minimum/General Experience: Twelve (12) years total experience; with at least six (6) years of project-related corporate level experience.

Functional Responsibility: Provides executive/corporate level management to evaluate and solve multifaceted and multi-disciplined project related problems. Provides corporate resources to project personnel. Provides guidance on interagency/interdepartmental projects to customer agency leaders and department heads. May perform as high-level subject matter expert on project-related matters as related to assessing regulatory compliance and potential impact on the customer’s established procedures, organizational culture, or regulatory authority.

Minimum Education: Master’s degree in Engineering, Science, Business or project-related discipline. Four (4) years of additional project-related experience may be substituted for the Master’s degree.

33. SENIOR PROJECT MANAGEMENT OFFICE (PMO) CONSULTANT
Minimum/General Experience: Ten (10) years of program or project related management experience.

Functional Responsibility: Responsible for overall direction, control and reporting of multiple projects. Provide technical and management guidance to ensure all schedule and cost objectives are achieved successfully. Develops project documentation including budgets, project schedules and various planning and implementation documents. Determines and acquires resources to complete projects. Responsible for the technical content and phases of project execution. Directs,
advises and manages technical project staff. Provides management for projects involving a mixture of standard and nonstandard hardware and software items, multiple sites and special applications or processes for implementation.

Minimum Education: Bachelor’s degree in Engineering, Science, Business or project-related discipline. Two (2) years of additional project-related experience may be substituted for each year short of the required degree.

34. **PROJECT MANAGEMENT OFFICE (PMO) ANALYST**

Minimum/General Experience: Seven (7) years of experience in all aspects of software project management.

Functional Responsibility: Provides day-to-day management and coordination of software project activities, resources, and processes. Develops, maintains, and monitors a software project plan and schedule with estimates of software size, effort, human resources, schedule, computer resources, and cost. Ensures that adequate resources are allocated to the project. Ensures that the project team members are trained to perform their roles and responsibilities effectively and efficiently. Ensures that product and process quality is achieved. Communicates with clients to ensure that key stakeholders are involved throughout the software project life-cycle. Tracks and communicates project status. Manages project issues and risks. Recognizes and rewards exceptional performance. Ensures that the project is completed on time, within budget, with requirements met, and to the client’s satisfaction.

Minimum Education: Bachelor’s degree in Software Engineering or another relevant field.

35. **LEAD REQUIREMENTS ANALYST**

Minimum/General Experience: Ten (10) years’ experience as a computer systems analyst.

Functional Responsibility: Conducts concept design, testing, validation, coding, and documentation of medium to large information systems. Analyzes interactive computer systems, accesses languages and other object-oriented, high-order languages and GUI tools. Assists in development of project management and control systems and software tools. Assists in developing analytical tools and procedures to track, evaluate, and monitor project performance to system design or planned goals. Supervises systems analysts and manage or direct interdisciplinary tasks or projects.

Minimum Education: Bachelor’s degree in Engineering, Business, Computer Science, Information Systems Management, or project-related discipline. Two (2) years of additional project-related experience may be substituted for each year short of the required degree.

36. **SENIOR REQUIREMENTS ANALYST**

Minimum/General Experience: Five (5) years of related project experience.

Functional Responsibility: Develops, monitors and analyzes project life cycle costs including concept development, requirements determination, requirements analysis, system development, system implementation, and operational support. Utilizes Joint Application Design (JAD) methodologies, Computer Aided Software Engineering (CASE) tools and rapid prototyping
techniques in systems development. Plans, organizes, leads and controls multiple projects simultaneously. Interprets and applies government and industry cost estimating specifications, guidelines and regulations to the unique requirements of the project. Provides guidance to ensure all project objectives are achieved. Provides daily supervision and direction to support staff. Provides written specifications to programmers for software system development. Develops management procedures and processes and implements controls for integrating all budget information into a master database. Analyzes output of automated models for integration of site data and out year impacts on project technical performance, costs, and schedules.

Minimum Education: Bachelor’s degree in Engineering, Business, Computer Science, Information Systems Management, or project-related discipline. Two (2) years of additional project-related experience may be substituted for each year short of the required degree.

37. REQUIREMENTS ANALYST
Minimum/General Experience: Three (3) years of related project experience.

Functional Responsibility: Monitors and analyzes project life cycle costs including concept development, requirements determination, requirements analysis, system development, system implementation, and operational support. Utilizes Joint Application Design (JAD) methodologies, Computer Aided Software Engineering (CASE) tools and rapid prototyping techniques in systems development. Applies government and industry cost estimating specifications, guidelines and regulations to the unique requirements of the project. Provides written specifications to programmers for software system development. Analyzes management procedures and processes and implements controls for integrating all budget information into master database. Analyzes output of automated models for integration of site data and out year impacts on project technical performance, costs, and schedules.

Minimum Education: Bachelor’s degree in Engineering, Business, Computer Science, Information Systems Management, or project-related discipline. Two (2) years of additional project-related experience may be substituted for each year short of the required degree.

38. JUNIOR REQUIREMENTS ANALYST
Minimum/General Experience: One (1)-year experience as a systems analyst or programmer required.

Functional Responsibility: Conducts concept design, testing, validation, coding, and documentation of small-to-medium information systems. Assists in analyzing interactive computer systems, access languages and other object-oriented, high-order languages and GUI tools. Assists in developing project management and control systems and software tools. Assists in developing analytical tools and procedures to track evaluate and monitor project performance to system design or planned goals.

Minimum Education: Bachelor’s degree in Engineering, Business, Computer Science, Information Systems Management, or project-related discipline. Two (2) years of additional project-related experience may be substituted for each year short of the required degree.
39.  **LEAD INFORMATION ASSURANCE (IA) ANALYST**  
Minimum/General Experience: Fifteen (15) plus years’ experience may be substituted for degree. DOD Information Assurance Certification/Training a plus. Twelve (12) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure is required.

Functional Responsibility: Provides security architecture, policy and design guidance for business systems and networks. Individual may also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes.

Minimum Education: Master’s degree in a technical field (Computer Science, MIS, and Engineering) is required.

40.  **SENIOR INFORMATION ASSURANCE (IA) ANALYST**  
Minimum/General Experience: Ten (10) plus years’ experience may be substituted for degree. DOD Information Assurance Certification/Training a plus. Five (5) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure is required.

Functional Responsibility: Provides security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes.

Minimum Education: Bachelor’s degree in a technical field (Computer Science, MIS, and Engineering) is required.

41.  **INFORMATION ASSURANCE (IA) ANALYST**  
Minimum/General Experience: Three (3) plus years’ experience may be substituted for a degree. DOD Information Assurance Certification/Training a plus. Two (2) years of demonstrated analytical skills - the ability to translate security policy statements into an understanding of security tool implementation. Understanding of FIPs compliance issues and familiarity with the DOD Public Key Infrastructure is required.

Functional Responsibility: Individual will provide security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes.

Minimum Education: Associates degree in a technical field (Computer Science, MIS, and Engineering) required.
42. **JUNIOR INFORMATION ASSURANCE (IA) ANALYST**  
**Minimum/General Experience:** Three (3) years’ experience, of which at least two (2) must be specialized experience. Three (3) years of additional applicable experience may be substituted for a degree.

**Functional Responsibility:** Individual will provide security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes.

**Minimum Education:** Bachelor's degree in Electrical, Electronic or Computer Engineering; Computer Science; or, a related field

43. **LEAD SYSTEMS ARCHITECT**  
**Minimum/General Experience:** The Senior Systems Architect must have a minimum of ten (10) years’ experience with three (3) of the last five (5) years in supervision of system architects, use of structured analysis, design methodologies and design tools (such as IDEFIX, entity relationship diagrams), and other design techniques. Must have experience with object-oriented principles, and the logical and physical functional, operational, and technical architecture of large and complex information systems. An advanced degree in Computer Science, Information Systems, Engineering, or other related discipline may be substituted for two (2) years of experience.

**Functional Responsibility:** Establishes system information requirements using analysis of the information engineers in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross functional requirements and interfaces. Ensures these systems are compatible and in compliance with the standards for open systems architectures, the Open Systems 26 Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards - such as Institute of Electrical and Electronic Engineers (IEEE), Open Systems Environment (OSE) reference model - as they apply to the implementation and specification of Information Management solution of the application platform, across the application program interface (API), and the external environment/software application. Ensures that the common operating environment is TAFIM compliant. Evaluates analytic and systematic problems of work flows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff.

**Minimum Education:** In addition to or in combination with the above, a Bachelor’s degree in Computer Science, Information Systems, Engineering, or other related discipline.

44. **SENIOR SYSTEMS ARCHITECT**  
**Minimum/General Experience:** The Senior System Architect must have a minimum of eight (8) years of experience, three (3) of which shall be within the last five (5) years using object oriented technology, or COTS/NDI, and using software engineering tools and techniques in the design, development and support of large complex mission critical areas such as: testing and evaluation, software aspects of certification, and other software engineering subjects as well as rendering direct software assistance to government projects. An advanced degree will account for two (2) years of experience.
Functional Responsibility: Serves as the computer scientist and expert responsible for providing technical leadership and direction in supporting the application of sound software engineering concepts and practices to the acquisition of government embedded, real-time systems and information processing systems. The Senior Systems Architect advises, participates and supports projects and teams in the technical analysis of large, complex mission critical systems in defining systems and software architecture within the Federal Government.

Minimum Education: A Bachelor’s Degree in Engineering, Computer Science, Math, and Physics or in an appropriate discipline.

45. **SYSTEMS ARCHITECT**
Minimum/General Experience: Six (6) years of experience in all aspects of hardware, networks, and systems software; has experience with designing technical and system architecture according to applicable industry standards.

Functional Responsibility: Designs and coordinates the implementation of the technical infrastructure and system architecture for a software development project. Coordinates with affected groups and vendors to ensure that all necessary deliverables and activities are completed on schedule. Resolves architecture and infrastructure issues (both technical and design) and implements solutions. Guides the configuration management of work products, application software, and other system components. Guides the design, integration and implementation of interfaces to optimize performance and capacity. Participates in the project’s software Change Control Board. Mitigates and manages architecture and infrastructure risks. Coaches and manages Database Administrators (DBAs) during system implementation or startup.

Minimum Education: Bachelor’s degree in Software Engineering or a related technical field.

46. **SOFTWARE PROCESS IMPROVEMENT(SPI) SUBJECT MATTER EXPERT**
Minimum/General Experience: This position requires a minimum of six (6) years’ experience, three (3) of which shall be within the last five (5) years and at least three (3) years must be specialized. Specialized experience includes: analysis and design of business applications on complex systems for large-scale computers, data base management, use or the programming languages such as ADA, COBOL, 4GL, and/or DBMS. Has knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs. General experience includes increasing responsibilities in assignments of a technical nature. Proven ability to work independently or under only general direction on complex application problems involving all phases of systems analysis is required.

Functional Responsibility: Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. Coordinates with the Program and/or Project Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to
colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

Minimum Education: Bachelor’s degree in Computer Science, Information Systems, Engineering, Business, or other related discipline.

47. **SENIOR SOFTWARE PROCESS IMPROVEMENT(SPI) ANALYST**
Minimum/General Experience: Eleven (11) years of experience in all aspects of software process assessment and improvement, with five (5) years’ work experience in development and management.


Minimum Education: Bachelor’s degree in Software Engineering or another relevant field.

48. **SOFTWARE PROCESS IMPROVEMENT(SPI) ANALYST**
Minimum/General Experience: Five (5) years of experience in all aspects of software process assessment and improvement, with five (5) years’ work experience in development and management.


Minimum Education: Bachelor’s degree in Software Engineering or another relevant field.
### GSA PRICES FOR PROFESSIONAL SERVICES (54151S)

<table>
<thead>
<tr>
<th>Labor Category Title</th>
<th>08/13/2019–08/12/2020</th>
<th>08/13/2020–08/12/2021</th>
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<th>08/13/2022–08/12/2023</th>
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<td>$202.73</td>
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**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CFR 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and/or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.
## SIN 511210 Software Licenses

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<th>PRODUCT DESCRIPTION</th>
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CORAS CLOUD, INC.  
LICENSE AND SERVICES AGREEMENT  

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

TERMS AND CONDITIONS  

1. Certain Definitions. Capitalized terms shall have the meaning indicated below unless otherwise specifically defined in this Agreement.  
   
   (a) “Cloud Solutions” means CORAS’ service to provide a platform for data integration, management, and analysis that will be hosted by CORAS via CORAS cloud hosting, including access to Software as specified in an Order, and any Updates that are made available in connection with this Agreement (and/or in connection with any future or related Orders or modifications).  
   
   (b) “Content” means any data or content that is provided or uploaded by Customer for transmission, storage, integration, import, display, distribution or use in or through the Products.  
   
   (c) “CORAS Core License” means a license or access right to the Products specified in the Order (and any related purchase orders (“POs”), statements of work (“SOWs”), or amendments, in each case incorporated into this Agreement) to be used on one server core or equivalent for the duration of the Order Term, subject to the terms and conditions of this Agreement.  
   
   (d) “Intellectual Property Rights” means patent, trademark, trade secret, and other intellectual property rights.  
   
   (e) “Order” means the order through which Customer obtains a license or access right to certain CORAS commercial software products and/or contracts for certain services from CORAS.  
   
   (f) “Product(s)” means the Software, Cloud Solutions, and Software specified in the Order.  
   
   (g) “Software” means the CORAS proprietary commercial software, models, algorithms, and any helpers, extensions, plug-ins and add-ons, in any format, specified in the Order (and any related POs, SOWs, or amendments, in each case incorporated into this Agreement) or provided in connection with this Agreement, any third party software incorporated therein or in the Cloud Solutions, the Software, and any improvements, modifications, derivative
works, patches, Updates, and upgrades thereto that CORAS provides in its discretion to Customer hereunder.

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

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

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

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

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

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

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

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

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

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

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

12. **Payment and Delivery.** Customer shall pay to CORAS the total amount of the fees set forth in the Order in accordance with the GSA Pricelist. All payments shall be made in the currency set forth on the invoice via check or wire transfer to an account designated by CORAS. All fees are due within 30 days after the date of issuance of CORAS’ invoice. Any late payments shall be subject to the Prompt Payment Act. Products are deemed delivered upon being made available to Customer for download, installation or access.

13. **Support and Maintenance.** Subject to the payment of the applicable fees set forth in the Order as they become due, CORAS shall use commercially reasonable efforts to provide Customer with product support and Upgrades in accordance with and subject to CORAS’ standard support and maintenance terms and conditions (“Support and Maintenance”) for the period of time specified in the Order (“Support and Maintenance Period”). If Customer elects to renew Support and Maintenance, Customer must renew Support and Maintenance in full. If Customer fails to pay the by the end of the then-current Support and Maintenance Period, Customer shall be deemed to have cancelled Support and Maintenance and CORAS shall no longer provide Customer with Support and Maintenance. Customer may reinstate Support and Maintenance after a period in which it was cancelled, provided (a) CORAS then offers Support and Maintenance, and (b) in order to receive Updates which Customer had not received due to cancellation, Customer pays CORAS the current GSA Pricelist Support and Maintenance fee and any Support and Maintenance fees that would have been payable during the period in which Support and Maintenance was cancelled. Support and Maintenance fees shall be negotiated by CORAS and Customer and at the conclusion of any applicable option period and/or Order Period, shall default to the standard undiscounted rate available to customers via CORAS’ GSA Schedule or other applicable commercial schedule.

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

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

16. **Government Matters.** The Products, Support and Maintenance, Professional Services, and Training are “commercial items” as defined at 48 CFR. § 2.101, consisting of commercial computer software, commercial computer software documentation and commercial services. If Customer or end user is a U.S. governmental entity, then Customer acknowledges and agrees that (a) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related Documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with Federal Acquisition Regulation (“FAR”) § 12.212, (b) the Products and Documentation were developed exclusively at private expense, and (c) all other use of the Products and Documentation except in accordance with the license or access grant
17. **Term and Termination.** This Agreement shall begin on the Effective Date and remain in effect for the period of time specified as set forth in the Order (the “**Order Term**”), unless otherwise terminated as provided herein.

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

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

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

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

19. CORAS Limited Warranty and Disclaimer.

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

(b) ALL SALES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 19(a). EXCEPT AS EXPRESSLY SET FORTH IN SECTION 19(a), THE PRODUCTS AND SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND CORAS AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, CORAS DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, TRAINING, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.
CUSTOMER ACKNOWLEDGES THAT CORAS DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD PARTY SERVICES AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

20. **Customer Representations and Warranties.** Customer represents, warrants and covenants to CORAS that it will not use the Products for any unauthorized or illegal purposes, including but not limited to (i) discrimination, (ii) harassment, (iii) compromising information and data security or confidentiality, (iv) harmful or fraudulent activities, (v) violation of privacy or constitutional rights of individuals or organizations, and/or (vi) violation of contractual agreement or local, state and/or federal laws, regulations, or ordinances. Customer represents, warrants and covenants to CORAS that (i) that it will not transmit, store, integrate, import, display, distribute, use, or otherwise make available any Content that is, or is obtained in a manner that is, unauthorized, improper, or illegal, (ii) no Content infringes upon or violates any other Party’s Intellectual Property Rights, privacy, publicity, or other proprietary rights, (iii) this Agreement imposes no obligations, by contract or local, state, federal, international law, regulation or ordinance, with respect to Content, unless expressly agreed to in writing, and (iv) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals, and/or agreements as required by any applicable laws or policies in order to enable CORAS to receive and process Content, including personal data, according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes through the use of the Products and the conclusions drawn therefrom are done at Customer’s own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

21. **Limitations of Liability.**

(a) EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 18 OF THIS AGREEMENT (INDEMNIFICATION), AND EXCEPT FOR BODILY INJURY, DEATH, FRAUD (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREOF IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT CORAS SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY WITH RESPECT TO ANY PRODUCTS, SERVICES OR OTHER SUBJECT MATTER OF THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE LEGAL THEORY USED TO MAKE A CLAIM, AND WHETHER OR NOT BASED UPON CORAS’ NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, IN TORT OR ANY OTHER CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS, ALTERATION, CORRUPTION OR BREACH OF DATA, COST OF REPLACEMENT, DELAYS, LOST PROFITS, OR SAVINGS ARISING OUT OF PERFORMANCE OR BREACH OF THIS AGREEMENT OR THE USE OR INABILITY TO USE THE PRODUCTS, OR FOR ANY MATTER BEYOND CORAS’ REASONABLE CONTROL, EVEN IF CORAS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. This clause shall not impair the
U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

(b) EXCEPT FOR ANY AMOUNTS AWARDED TO THIRD PARTIES ARISING UNDER SECTION 18 OF THIS AGREEMENT (INDEMNIFICATION), AND EXCEPT FOR BODILY INJURY, DEATH, FRAUD (BUT SOLELY TO THE EXTENT THAT LIMITATION ON LIABILITY THEREFOR IS NOT PERMITTED UNDER APPLICABLE LAW), TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER AGREES THAT THE MAXIMUM AGGREGATE LIABILITY OF CORAS ON ANY CLAIM OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, STRICT LIABILITY, PRODUCT LIABILITY OR NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY OR RESULTING FROM THIS AGREEMENT OR ANY PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE SUMS PAID TO CORAS BY CUSTOMER UNDER THE APPLICABLE ORDER.

22. Miscellaneous.

(a) Assignment/Transfer. Neither this Agreement nor the access or licenses provided hereunder may be assigned or transferred, subcontracted or sublicensed by Customer without the prior written consent of CORAS; any attempt to do so shall be void. CORAS may not assign this Agreement in whole or in part without the prior written consent of Customer.

(b) Third Party Services. CORAS may utilize and/or make available third party services in the provision of the Products and processing of Content (each a “Third Party Service”). Such Third Party Services may be set forth in the Documentation or otherwise be mutually agreed by and between the parties. CORAS is not responsible and liable for any Third Party Service (including without limitation, uptime guarantees, outages or failures).

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

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

(e) Notices. Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class U.S. mail, confirmed facsimile, a U.S. government email system with Read Receipt (an email notice to CORAS must be sent to contracts@coras.com), or major commercial rapid delivery courier service to the address specified in the Order.
(f) **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable.

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

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

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

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