CUSTOMER INFORMATION

1. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>NAICS</th>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>541511</td>
<td>54151S</td>
<td>IT Professional Services</td>
</tr>
<tr>
<td></td>
<td>OLM</td>
<td></td>
</tr>
<tr>
<td>541511</td>
<td>511210</td>
<td>IT Software Licenses</td>
</tr>
</tbody>
</table>

2. MAXIMUM ORDER*: The maximum order is $500,000 for SINs 54151S and 511210.

*If the best value selection places your order over the Maximum Order identified in this catalog/price list, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic and overseas delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Note that for products, domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT(S) OF PRODUCTION: N/A

6. DISCOUNT FROM LIST PRICES: Prices shown are GSA net prices

7. QUANTITY/VOLUME DISCOUNT: None

8. PROMPT PAYMENT TERMS: Net 30

9. Government Purchase Cards are accepted at and above the micro purchase threshold.

10. FOREIGN ITEMS: N/A

11a. TIME OF DELIVERY: Negotiated at Task Order Level

11b. EXPEDITED DELIVERY: Negotiated at Task Order Level

11c. OVERNIGHT AND 2-DAY DELIVERY: Negotiated at Task Order Level

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination

Note: All travel required in the performance of this contract and orders placed hereunder must comply with the Federal Travel Regulations (FTR) or Joint Travel Regulations (JTR), 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. The contractor shall not add the Industrial Funding Fee onto travel costs.
13a. **ORDERING ADDRESS**: Same as Contractor’s address.

13b. **ORDERING PROCEDURES**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **PAYMENT ADDRESS**: Same as Contractor’s address.

15. **WARRANTY PROVISION**: Standard Commercial Warranty. Customers should contact the contractor for a copy of the warranty.

16. **EXPORT PACKING CHARGES**: N/A

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: Accepted at and above the micro-purchase level.

18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE)**: N/A

19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE)**: N/A

20a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE)**: N/A

20b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE)**: N/A

21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE)**: N/A

22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE)**: N/A

23. **PREVENTIVE MAINTENANCE (IF APPLICABLE)**: N/A

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants)**: N/A

24b. **Section 508 Compliance for EIT**: N/A

25. **DUNS NUMBER**: 805685430

26. **NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE**: Contractor is registered and valid in SAM until 07/16/2020, Cage Code = 6G8Y2
Labor Category Descriptions

1. **Senior Program Manager**
   **Minimum Education:** Bachelor’s degree in computer science, electronics engineering or other engineering or technical discipline is required.
   **Minimum Experience:** Minimum of twelve years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
   **Responsibilities:** Senior member of Intellective management with ability to commit the firm and with extensive experience in systems development. Responsible for highest-level client liaison. Ability to secure necessary professional resources within the firm to meet requirements of project.

2. **Program Manager**
   **Minimum Education:** Bachelor’s degree in computer science, electronics engineering or other engineering or technical discipline is required.
   **Minimum Experience:** Minimum of ten years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
   **Responsibilities:** Responsible for program oversight and direction. Ensures conformance with work standards; interprets policies, procedures, and goals and objectives of the organization. Ensures appropriate resources are applied to the project.

3. **Project Manager**
   **Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
   **Minimum Experience:** Minimum of four years of relevant experience required.
   **Responsibilities:** Supervises or directly manages and coordinates project through all phases of the systems development life cycle, including planning, requirements analysis, design, development, testing, installation, and evaluation. Responsible for conducting the project in a timely manner, ensuring the quality of work products, maintaining financial soundness of the project, managing interactions, and reporting progress and issues. Ensures conformance with work standards; interprets policies, procedures, and goals and objectives of the organization. Coordinates work effort with all parties. Reviews work products for quality, completeness, and adherence to design concepts and user requirements. Has significant expertise in managing systems projects. Responsible for client liaison.

4. **Delivery Manager**
   **Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
   **Minimum Experience:** Minimum of seven years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
   **Responsibilities:** Supervises or directly manages and coordinates project through all phases of the systems development life cycle, including planning, requirements analysis, design, development, testing, installation, and evaluation. Responsible for conducting the project in a timely manner, ensuring the quality of work products, maintaining financial soundness of the project, managing interactions, and reporting progress and issues. Ensures conformance with work standards; interprets policies, procedures, and goals and objectives of the organization. Coordinates work effort with all parties. Reviews work products for quality, completeness, and adherence to design concepts and user requirements. Has significant expertise in managing systems projects. Responsible for client liaison. Offers solution or technical design capabilities in addition to management skills.
Knowledgeable and experiences in high level enterprise-wide IT Architecture focusing on the mapping of I/T capabilities to business needs.

5. SME 1

**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.

**Minimum Experience:** Minimum of five years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).

**Responsibilities:** Subject Matter Expert 1 has industry experience in the relevant subject matter. This individual will use information technology expertise and/or industry focus expertise in fulfilling the interpreted customer specification. The Subject Matter Expert 1 is highly experienced in the industry with regard to information technology. The Subject Matter Expert 1 provides thought leadership related to current and future customer plans with regard to the stated information technology.

6. SME 2

**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.

**Minimum Experience:** Minimum of seven years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).

**Responsibilities:** Subject Matter Expert 2 has industry experience in the relevant subject matter. This individual will use information technology expertise and/or industry focus expertise in fulfilling the interpreted customer specification. The Subject Matter Expert 2 is highly experienced in the industry with regard to information technology. The Subject Matter Expert 2 provides thought leadership related to current and future customer plans with regard to the stated information technology.

7. SME 3

**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.

**Minimum Experience:** Minimum of ten years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).

**Responsibilities:** Subject Matter Expert 3 has extensive industry or platform experience in the relevant subject matter. This individual will use information technology expertise and/or industry focus expertise in fulfilling the interpreted customer specification. The Subject Matter Expert 3 is highly experienced in the industry with regard to the stated information. The Subject Matter Expert 3 provides thought leadership related to current and future customer plans with regard to the stated information technology.

8. Technical Architect I

**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.

**Minimum Experience:** Minimum of three years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).

**Responsibilities:** Provides expertise in application and systems software. Performs performance tuning. Undertakes analyses of complex hardware, software, and infrastructure issues. Has experience in development of software and technical operations analysis.

9. Technical Architect II

**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
Minimum Experience: Minimum of five years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
Responsibilities: Provides expertise in application and systems software. Performs performance tuning. Undertakes analyses of complex hardware, software, and infrastructure issues. Has experience in development of software and technical operations analysis.

10. System Administrator III
Minimum Education: Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
Minimum Experience: Minimum of seven years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
Responsibilities: Designs, develops, installs, modifies and troubleshoots operating systems and applications architectures. Defines design specifications and parameters, and supports configuration, security, systems monitoring, and performance activities. Performs root cause analyses and recommends solutions to hardware/software interface and performance issues.

11. Systems Analyst I
Minimum Education: Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
Minimum Experience: Minimum of one-year experience or BS/BA.
Responsibilities: Develops systems involving standard technologies, method and concepts. Performs required analysis of information management and data requirements, develops test plans, procedures and data, and evaluates system effectiveness and efficiency. Performs system development activities and configuration.

12. Systems Analyst II
Minimum Education: Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
Minimum Experience: Four years’ experience equivalent to BS/BA.
Responsibilities: Provides expertise in developing systems involving new technologies, methods, concepts or approaches. May provide supervisory, technical, and administrative direction for personnel performing system development tasks, including the review of work products for correctness, adherence to the design concept and to required standards. Formulates problem statements with respect to information management, scientific and business problems, and devises procedures for solutions of problems. Performs required analysis of information management and data requirements, develops test plans, procedures and data, and evaluates system, effectiveness and efficiency. Performs system development activities and configuration.

13. Senior Systems Analyst
Minimum Education: Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
Minimum Experience: Minimum of ten years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
Responsibilities: Provides expertise in developing systems involving new technologies, methods, concepts or approaches. Provides supervisory, technical, and administrative direction for personnel performing system 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. Formulates problem statements with respect to information management, scientific and business problems, and devises procedures for solutions of problems. Performs required analysis of information management and data requirements, develops test plans, procedures and data, and evaluate system, effectiveness and efficiency. Performs system development activities, design configuration management as needed.
14. **Programmer I**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Zero to two years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).  
**Responsibilities:** Develops, creates, and modifies general computer applications software or specialized utility programs. Analyzes user needs and develops software solutions. Develops software or customizes software for client use within an application area, working individually or coordinating development as part of a team.

15. **Programmer II**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Minimum of two to six years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).  
**Responsibilities:** Develops, creates, and modifies general computer applications software or specialized utility programs. Analyzes user needs and develops software solutions. Develops software or customizes software for client use within an application area, working individually or coordinating development as part of a team. May supervise computer programmers.

16. **Senior Programmer**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Minimum of six years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).  
**Responsibilities:** Designs, develops, creates, and modifies general computer applications software or specialized utility programs. Analyzes user needs and develops software solutions. Develops software or customizes software for client use within an application area, working individually or coordinating development as part of a team. Supervises computer programmers.

17. **Application Architect 1**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Minimum of three years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours). Certifications such as TOGAF, IBM Case Manager, FileNet P8, Alfresco, Documentum or database administrator (DBA) equivalent to two years’ experience.  
**Responsibilities:** Provides business and analytical expertise in support of project. Provides an understanding of the client’s objectives and has extensive knowledge of typical core processes. Contributes to designs and detailed specifications for system components. Offers knowledge, experience, and insight in a particular area, such as facilitation.

18. **Application Architect 2**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Minimum of five years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours). Certifications such as TOGAF, IBM Case Manager, FileNet P8, Alfresco, Documentum or database administrator (DBA) equivalent to two years’ experience.  
**Responsibilities:** Provides business and analytical expertise in support of project. Provides an understanding of the client’s objectives and has extensive knowledge of typical core processes. May prepare overall designs and
detailed specifications for system components. Offers knowledge, experience, and insight in a particular area, such as facilitation.

19. Application Architect 3
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
**Minimum Experience:** Minimum of seven years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours). Certifications such as TOGAF, IBM Case Manager, FileNet P8, Alfresco, Documentum or database administrator (DBA) equivalent to two years’ experience.
**Responsibilities:** Provides expertise in application and systems software. Performs performance tuning. Undertakes analyses of complex hardware, software, and telecommunications issues. High degree of technical experience and performance. May have expertise in maintenance and engineering systems design, development, assessment, and analysis.

20. Business Analyst I
**Minimum Education:** Bachelor's Degree is required.
**Minimum Experience:** Minimum of one-year experience or BS/BA.
**Responsibilities:** Provides business, strategic, or analytical expertise in support of project. Provides an understanding of the client’s objectives.

21. Business Analyst II
**Minimum Education:** Bachelor's Degree is required.
**Minimum Experience:** Minimum of three years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
**Responsibilities:** Provides business, strategic, or analytical expertise in support of project. Provides an understanding of the client’s objectives and has extensive knowledge of typical core processes.

22. Senior Business Analyst
**Minimum Education:** Bachelor's Degree is required.
**Minimum Experience:** Minimum of eight years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
**Responsibilities:** Provides business, strategic, or analytical expertise in support of project. Provides an understanding of the client’s objectives and has extensive knowledge of typical core processes. Offers knowledge, experience, and insight in a particular area, or domain.

23. Quality Assurance Manager
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.
**Minimum Experience:** Minimum of five years’ experience. Each post-graduate degree equivalent to up to three years’ experience (post-graduate study may be substituted for experience at the rate of three credit hours of study for three months of experience, up to 36 credit hours).
**Responsibilities:** Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met. Develops, maintains, and upgrades automated test scripts and architectures for application products. Writes, implements, and reports status for system test cases for testing. Analyzes test cases and provides regular progress reports. Serves as subject matter specialist providing testing know-how for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.
24. **Quality Assurance Specialist**  
**Minimum Education:** Minimum of one-year experience or BS/BA.  
**Minimum Experience:** Minimum of one-year experience or BS/BA.  
**Responsibilities:** Conducts test and evaluation procedures to ensure system requirements are met. Maintains and upgrades automated test scripts and architectures for application products. Writes, implements, and reports status for system testcases for testing. Analyzes test cases and provides regular progress reports.

25. **Enterprise Architect**  
**Minimum Education:** Bachelor's Degree in computer science, electronics engineering or other engineering or technical discipline is required.  
**Minimum Experience:** Minimum of ten years’ experience with the primary skill set required and/or more than 10 years of industry experience. Certifications such as TOGAF, IBM Case Manager, FileNet P8, Alfresco, Documentum, or database administrator (DBA) equivalent to two years’ experience.  
**Responsibilities:** Knowledgeable and experiences in high level enterprise-wide IT Architecture focusing on the mapping of I/T capabilities to business needs. The focus is on defining the relationships, flows and implementation of business (processes/activities/functions, information), applications, data and technology in the enterprise and the transitional process necessary for implementing technology in response to changing business needs.
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>PRICE OFFERED TO GSA (including IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Program Manager</td>
<td>$203.93</td>
</tr>
<tr>
<td>Program Manager</td>
<td>$180.76</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$148.31</td>
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<td>Delivery Manager</td>
<td>$180.76</td>
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<tr>
<td>SME 1</td>
<td>$162.22</td>
</tr>
<tr>
<td>SME 2</td>
<td>$180.76</td>
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<tr>
<td>SME 3</td>
<td>$203.93</td>
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<tr>
<td>Technical Architect 1</td>
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<td>Technical Architect 2</td>
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<td>System Administrator</td>
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<td>Systems Analyst 1</td>
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<td>Systems Analyst 2</td>
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<td>Quality Assurance Specialist</td>
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<td>Enterprise Architect</td>
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<td>Term Software</td>
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<tr>
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<tr>
<td>Unity</td>
<td>$ 18.14 per user/per month</td>
</tr>
</tbody>
</table>
SUBSCRIPTION LICENSE AGREEMENT

THIS SUBSCRIPTION LICENSE AGREEMENT (this “Agreement”) is entered into as of ________, (“Effective Date”), by and between Vegatek Corporation, a Delaware corporation d/b/a Intellective and having a place of business at 470 Wald, Suite 100, Irvine, CA 92618 (“Intellective”), and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (“Customer”).

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used in this Agreement shall have the meaning set forth in this Section 1 or as otherwise defined in this Agreement.

1.1 “Affiliate” means, with respect to a party: (a) any Person that directly or indirectly controls, is controlled by or is under common control with that party; or (b) any Person who is an officer, director, trustee, member or general partner of, or serves in a similar capacity with respect to, that party.

1.2 “Documentation” means the user manuals and training materials, but not advertising or promotional materials, provided by Intellective for use with the Software.

1.3 “Intellectual Property Rights” means all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contractual rights of non-disclosure, and all other proprietary rights.

1.4 “License Certificate” means documentation in the form of Exhibit A issued by Intellective, whether in written or electronic form, evidencing a grant of one or more Software licenses by Intellective to Customer under this Agreement.

1.5 “Object Code” means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

1.6 “Person” means any natural person or business entity or any government or political subdivision, or any agency, department or instrumentality thereof.

1.7 “Purchase Order” means the Software and Services Order issued by the Customer to Intellective to which this Agreement relates.

1.8 “Release” means any upgrade, enhancement or new version of the Software and which may include error corrections provided to Customer. In the event of a dispute as to whether a particular modification is a Release, an error correction or a new product, Intellective’s determination will be dispositive.

1.9 “Software” means software programs of Intellective, provided in Object Code format, as set forth in a License Certificate (as defined below).

1.10 “Source Code” means the human-readable version of a software program that can be compiled into Object Code.

1.11 “Work Product” means any text, graphics, audiovisual material, sound recordings, computer code, data, plans, blueprints, specifications, reports, ideas, inventions, improvements, knowledge, and any content, technology or other subject matter of any nature whatsoever that is conceived, created, developed or otherwise provided or made available by Intellective in providing services to Customer, including, without limitation, any customized feature of the Software developed for Customer or at Customer’s request or suggestion and any other deliverable of any kind provided by Intellective to Customer pursuant to this Agreement, including Software, Releases, Documentation, training material or reports.

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2. General Terms.

2.1 License Certificate. Subject to the terms and conditions of this Agreement, Intellective and Customer may enter into one or more License Certificates, which shall specify: (a) the Software that Customer wishes to license; (b) the number of single user computer licenses and/or enterprise licenses that Customer wishes to purchase; (c) the training, maintenance and support services that Customer wishes to be provided by Intellective to Customer; and (d) such other terms applicable to the license of the Software agreed upon by Intellective and the Customer. Each License Certificate must be signed by each of Intellective and Customer to be effective.

2.2 No Alterations to License Certificate. Customer may not purchase more than the number of single user computer licenses and/or enterprise licenses as is indicated on the respective License Certificate, or deviate from the respective License Certificate in any other way, without first obtaining a new License Certificate.


3.1 Software License. Subject to Customer’s compliance with the terms and conditions of this Agreement in accordance with the Purchase Order (including Customer’s obligation to pay the License Fees (as set forth in the Purchase Order)), for each License Certificate, Intellective grants to Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to: (a) install and use the Software only in Object Code form, for Customer’s own internal business purposes, and in accordance with each License Certificate and the Documentation; and (b) make one copy of the Software solely for backup or archival purposes.

3.2 Prohibited Activities. Customer acknowledges that the Software and its structure, organization and Source Code constitute valuable trade secrets of Intellective and third parties associated therewith. Accordingly, Customer agrees not to: (a) modify, adapt, translate, or create derivative works of the Software; (b) merge the Software with other software other than as may be described in the Documentation or as approved in writing by Intellective; (c) sublicense, lease, rent, loan, or otherwise transfer the Software to any third-party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code of the Software, except and only to the extent that such activity is expressly permitted by law notwithstanding this limitation; (e) remove, alter, or obscure any confidentiality or proprietary notices of Intellective or its suppliers on the Software or Documentation; (f) allow third-parties to access or use the Software such as in a time-sharing arrangement or operate the Software as part of a service bureau or otherwise for the use or benefit of third-parties; (g) disclose or publish performance benchmark results for the Software without Intellective’s prior written consent; (h) transfer the Software to a different computer, software database platform or operating system without first obtaining Intellective’s written consent, which may be granted or withheld in its sole discretion, or (i) otherwise use or copy the Software except as expressly allowed under this Section 3.

3.3 Intellective’s Rights. Customer acknowledges and agrees that, subject to the license grants contained in this Agreement, Intellective and its licensors retain all right, title and interest in and to the Software and Work Product. There are no implied licenses under this Agreement, and any rights not expressly granted to Customer hereunder are reserved by Intellective, including the right to grant third-parties non-exclusive licenses in the Software and Work Product. Customer shall not, at any time, contest Intellective’s ownership of the Software or Work Product, nor shall Customer challenge the validity of Intellective’s rights to the Software or Work Product.

3.4 Non-Exclusivity. The rights granted under this Agreement are non-exclusive. Nothing in this Agreement shall be construed to prevent or restrict Intellective in any manner from using or granting licenses to others for the use of the Software or Work Product or from using the Software or Work Product in any manner.

4. Services.

4.1 Scope of Support and Maintenance.

(a) Intellective shall provide Customer with the support and maintenance services (the “Support Services”)
set forth in the applicable License Certificate.

(b) During the Initial Term and so long as Customer is not in default hereunder, Intellective will provide Customer with any Release for such Software that Intellective makes generally commercially available to its end user customers. Intellective does not promise or warrant that a certain number of Releases (or any Releases) will be made available during a particular time period. Support Services will only be provided for the current Release of any Software product.

(c) All Support Services shall be provided by Intellective out of its service offices via telephone and/or e-mail and shall be provided by Intellective during Intellective’s normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m. PST).

4.2 Installation and Additional Services. Customer is required to purchase installation services with the initial purchase of any Software. Installation of the Software shall be performed exclusively by either Intellective or one of Intellective’s qualified partners. Customer is responsible for providing all equipment, utilities and telecommunications facilities necessary for the operation of the Software. Intellective will provide other professional services (collectively, the “Professional Services”) as further described in a Statement of Work (“SOW”) agreed upon by the parties in writing. In the event there is a conflict between the provisions pertaining to the Professional Services to be performed by Intellective and specified in this Agreement and the SOW, the provisions of the SOW shall control. Additional services may be provided on a time and materials basis or otherwise as agreed to by the parties.

4.3 Access to Customer Facilities. Intellective’s obligations under this Section 4 are conditioned on Customer providing Intellective with the necessary access to Customer’s facilities and computer systems (including remote access). Intellective will comply with and cause its personnel to comply with Customer’s reasonable security regulations, working hours and policies while working on Customer’s premises.

4.4 Subcontracting. Intellective may delegate any of its obligations under this Agreement to third-party subcontractors, but will remain primarily responsible for the performance of all of its obligations set forth in this Agreement.

5. Delivery and Acceptance. Intellective will deliver the Software and the Documentation to Customer by enabling an electronic transmission or download, or by other mutually agreeable means, within 5 days following receipt of the applicable fees. Except as set forth in Section 4.2 above, Customer is responsible for installing the Software on its computers as permitted under this Agreement. The Software shall be deemed accepted upon delivery.

6. Financial Terms.

6.1 Fees. Unless otherwise agreed by the parties or set forth herein, fees for services provided hereunder shall be as set forth in the Purchase Order.

7. Confidentiality.

7.1 Confidentiality of Information. Customer shall treat as confidential and proprietary and shall not make use of or permit to be made use of any information received from Intellective hereunder, including, without limitation, the Software, Documentation, and proprietary Source Code (collectively, the “Confidential Information”). Such obligation shall not apply to information of Intellective that: (a) is in or becomes in the public domain (through no wrongful act of the Customer); (b) was in Customer’s possession free of any obligation of confidence prior to disclosure; (c) was lawfully received by Customer from a third-party without obligation of confidence; or (d) is required to be disclosed pursuant to any law or court or administrative order.

7.2 Non-Disclosure. Customer shall maintain the Confidential Information in secret and confidence at all times and shall not, for any reason whatsoever, except following execution of this Agreement and as expressly
contemplated hereunder to enable Customer to carry out its obligations, use the Confidential Information for its own benefit, or publish, disclose, communicate or divulge the Confidential Information to, or use the Confidential Information for the direct or indirect benefit of any Person. Customer shall take all steps necessary to ensure that any use of the Confidential Information by it or by its officers, directors, employees, contractors, members or agents will preserve such confidentiality in all respects.

8. **Representations and Warranties.**

8.1 **Services.** Intellective warrants to Customer that Intellective shall perform all services in a competent and professional manner and that each of Intellective’s staff members shall have the proper skills, training, and background to perform his or her assigned tasks.

8.2 **Software.**

(a) **Software Warranty.** Intellective warrants to Customer that: (A) for a period of 90 days from the date of acceptance, each item of Software will perform in substantial accordance with the documentation delivered with such Software; and (B) at the time of delivery, Intellective shall have used commercially reasonable efforts to cause the Software to be free of any known virus or harmful or hidden program, data, or other computer instructions whose purpose is to interfere with the use of computer and telecommunications software or hardware for their normal purposes.

(b) **Exceptions to Software Warranty.** Notwithstanding the foregoing, Intellective shall have no obligation to fix errors in the Software caused by accident, misuse, misapplication, abuse, improper operation, or any other cause external to the Software.

(c) **Maintenance Warranty.** Intellective warrants that all maintenance will be performed in a good and workmanlike manner in accordance with the applicable specifications stated in the License Certificate, or in any subsequent written agreement between Intellective and Customer. Intellective’s sole responsibility under this warranty is limited to remedy any non-conformance of the maintenance.

(d) **Remedy for Breach of Warranty.** Except as specifically stated herein, Intellective’s exclusive liability and Customer's sole and exclusive remedy for breach of the provisions of this warranty section shall be, at Intellective’s option, to: (a) repair or replace the Software which does not meet Intellective’s warranty and which is returned to Intellective; or (b) take return of the Software and refund the price paid for the Software.

8.3 **Disclaimer.** Except for the express warranties made by Intellective in this Section 8, Intellective does not make, and hereby disclaims, to the fullest extent permitted by law, any warranty of any kind, whether express, implied, statutory or otherwise, including, without limitation, the warranties of merchantability, fitness for a particular purpose, title, non-infringement of third-party rights, results or efforts. There is no warranty that any information, Intellective’s efforts, or the system will fulfill any of Customer’s particular purposes or needs. Intellective does not warrant that the Software, Documentation, updates or any services it provides are error free, will function without interruption, will meet any specific need that Customer has or that all defects will be corrected. To the extent that a party may not disclaim any warranty as a matter of law, the scope and duration of such warranty will be the minimum permitted under such law. Customer acknowledges that it has relied on no warranties other than the express warranties in this Agreement.

9. **Liability Restrictions.**

9.1 **Exclusion of Certain Damages.** Except as provided in Section 9.3, to the extent permitted by law, in no event shall either party be liable to the other for any indirect, incidental, consequential, exemplary, special or reliance damages, including any loss of profit, income or data, arising from or relating to this Agreement or the
Software, whether in contract, tort or otherwise, even if such party knew or should have known of the possibility of, or could reasonably have prevented, such damages.

9.2 **Limitations of Liability.** Except as provided in Section 9.3, to the extent permitted by law, Intellective’s total cumulative liability to Customer arising from or related to this Agreement or the Software, whether in contract, tort or otherwise, shall not exceed the fees paid by Customer under this Agreement in the previous 12 months with respect to the particular Software which gave rise to the claim.

9.3 **Exclusions.** The exclusions and limitations set forth in Sections 9.1 and 9.2 shall not apply to or otherwise limit either party’s liability for: (a) indemnification claims under Section 10; (b) breach by either party of its obligations of nondisclosure under Section 7; (c) infringement by either party of the other party’s intellectual property rights; (d) breach by Customer of Section 3; or (e) either party’s intentional misconduct or gross negligence. This agreement 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).

9.4 **Hazardous Activities.** The Software is not intended for use, and Customer may not use or allow others to use the Software, in connection with any product or application requiring fail-safe performance such as weapons control systems or any other systems whose failure could lead to injury, damage, or mass destruction. Intellective will have no liability, and Customer is solely responsible, for any expense, loss or damage incurred as a result of such use of the Software.

9.5 **Limitation of Actions.** In no event may any cause of action related to this Agreement be brought more than 1 year after the occurrence of the event giving rise to liability.

10. **Duty to Defend.**

10.1 **Duty to Defend.** Subject to Customer’s compliance with Section 10.2, Intellective will defend and settle any suit brought against Customer by a third-party (not an Affiliate of Customer) based on an allegation that the Software directly or indirectly infringes any Intellectual Property Right of a third-party, and Intellective will pay those costs and damages finally awarded against Customer in such suit that are specifically attributable to such claims or those amounts payable by Customer under a settlement of such third-party suit.

10.2 **Procedures.** The obligations set forth in Section 10.1 are conditioned upon the Customer notifying Intellective promptly in writing of any covered action, giving Intellective sole control of the defense thereof and any related settlement negotiations, and cooperating, and at Intellective’s request and expense, assisting in such defense. Customer may participate in the defense at its own expense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

10.3 **Exclusions to Intellective’s Obligation to Indemnify.** Notwithstanding the foregoing, Intellective shall have no obligation to defend Customer with respect to any claim based upon: (a) failure to use the Software in accordance with this Agreement or for purposes not intended by Intellective; (b) incorporation of any part of the Software into any other product or process, or the use of any part of the Software in conjunction with software, hardware or data not supplied or recommended by Intellective, if the infringement would not have occurred without such third-party software, hardware or data; (c) modification, addition, or change to any part of the Software made by or on behalf of Customer or any other party if the infringement would not have occurred without such modification, addition or change; or (d) use of any Release of the Software other than the most current Release made available to Customer, if use of the most current Release would have avoided the infringement.
10.4 **Injunctions.** If the Software becomes, or in Intellective’s opinion is likely to become, the subject of an infringement claim or injunction in the manner contemplated by Section 10.1 above, Intellective may, at its sole option and expense: (a) procure for Customer the right to continue using the Software under the terms of this Agreement; (b) replace or modify such Software so that it is non-infringing without substantial loss of functionality; or (c) terminate Customer’s rights and Intellective’s obligations hereunder with respect to such Software and refund to Customer the fees paid by Customer in respect of such Software, less a reasonable allowance for the period of time Customer has used the Software.

10.5 **Exclusive Remedy.** This Section 10 states Intellective’s entire liability and Customer’s sole and exclusive remedy for a third-party intellectual property right infringement claim arising under this Agreement.

11. **Term and Termination.**

11.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated, shall remain in effect for **two (2) years** (“**Initial Term**”).

11.2 **Termination on Insolvency.** Notwithstanding any provision herein to the contrary, and to the fullest extent permitted by law, either party may terminate this Agreement immediately by providing written notice to the other if the other party: (a) ceases to carry on its business or business operations, except as a result of a permitted assignment of this Agreement; (b) makes an assignment for the benefit of creditors; (c) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations; or (d) is or becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party and not dismissed within 60 days.

11.3 **Effect of Termination.** Upon the termination or expiration of this Agreement the following terms shall apply: (i) Customer must pay to Intellective all undisputed fees and expenses accrued prior to the effective date of termination, including any and all annual service fees due under Section 4 hereof; [(ii)] Customer must return to Intellective or destroy all copies of the Licensed Software and Documentation and shall within ten (10) days after the effective date of termination provide Intellective with written certification that all such copies have been returned or destroyed; and (iii) Sections 1, 3.3, 3.4, 6, 7, 8, 9, 10, 11.3, 13 and 14 shall, to the fullest extent permitted by law, survive the termination or expiration of this Agreement for any reason.

12. **Inspection.** Upon at least 15 days’ prior written notice and not more frequently than once per calendar year (unless deficiencies are found, in which case as frequently as is required to ensure that deficiencies are eliminated), Intellective, or its designated agent(s), may carry out an audit of Customer’s facilities and systems, consistent with all of the Customer’s security measures, in order to ensure Customer’s compliance with the terms of the Agreement. Customer will reasonably cooperate with Intellective in connection with such audit and will provide Intellective with reasonable access to its facility and systems in order to enable such audit. Intellective shall reasonably endeavour not to disrupt Customer’s normal business activities and shall perform the audit in a professional manner. If such audit reveals any material noncompliance by Customer of this Agreement: (a) Customer shall pay Intellective for any use of the Software beyond the scope or number of licenses authorized or granted in the License Certificates at Intellective’s then-current list price; and (b) Customer shall promptly cure any such noncompliance; provided, however, that the rights and obligations of the parties under this Section 12 shall not modify or otherwise limit any other right or remedy of Intellective set forth in this Agreement (including, without limitation, any termination rights).

13. **Dispute Resolution.**

13.1 **Governing Law; Venue and Jurisdiction.** This Agreement shall be governed by, and interpreted in accordance with, applicable Federal laws and regulations. To the extent that Federal law does not apply and existing state law could be become applicable to this Agreement, the laws of the State of Delaware shall apply. Disputes between the parties relating to the execution, performance, validity, interpretation or construction of
this Agreement that cannot be resolved amicably by the parties shall be submitted to the exclusive jurisdiction of the Board of Contract Appeals or Court of Federal Claims in accordance with the Contract Disputes Act.

13.2 **No Jury Trials.** Each party hereby irrevocably waives, to the fullest extent permitted by law, its right to a jury trial in any legal action, suit or proceeding between the parties arising out of or relating to this Agreement or the transactions contemplated hereby. The parties each acknowledge that the waiver is a material inducement for each party to enter into a business relationship and that each party has relied and will continue to rely on such waiver.

13.3 **Severability.** The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered unenforceable by virtue of the fact that any one of more of the other provisions hereof may be unenforceable in whole or in part, unless the absence of such unenforceable provisions materially alters the right or obligations of either party hereto. The parties will endeavor in good faith negotiations to replace any unenforceable provision with a valid provision. Without limiting the generality of the foregoing, the parties agree that Section 9 will remain in effect notwithstanding the illegality, invalidity, unenforceability or failure of the essential purpose of any provision in Section 10.

14. **General.**

14.1 **Notices.** All notices under this Agreement must be delivered in writing by courier, electronic facsimile, electronic mail, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth on the first page above. Notice will be deemed effective upon the earlier of actual receipt by the intended recipient or upon delivery by courier; acknowledgement of receipt by electronic transmission or 5 days after deposit with the U.S. Postal Service.

14.2 **Relationship of Parties.** The parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose and neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

14.3 **No Third-Party Beneficiaries.** No party will be deemed as a third-party beneficiary to this Agreement.

14.4 **Assignment.** Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Customer without the prior written consent of Intellective, which consent may be granted or withheld in Intellective’s sole discretion. Without limiting the foregoing and notwithstanding anything herein to the contrary, Intellective may terminate this Agreement immediately upon a Change-in-Control (as defined below) of Customer. Subject to the foregoing, this Agreement shall binding upon, and shall inure to the benefit of, the parties and their respective successors and permitted assigns. For purposes of this Section 14.4, “Change-in-Control” shall mean, the occurrence of any of the following events: (a) a consolidation or merger of Customer with or into any other entity in which the holders of Customer’s outstanding shares or other equity interests immediately before such transaction do not, immediately after such transaction, retain stock or other equity interests representing a majority of the voting power of the surviving entity or entity that wholly owns, directly or indirectly, the surviving entity; (b) the sale, transfer or assignment of securities of Customer representing a majority of the voting power of all of its outstanding voting securities to an acquiring party or group; or (c) the sale of all or substantially all of Customer’s assets.

14.5 **Force Majeure.** Any delay in or failure of performance by either party under this Agreement shall not be considered a breach of this Agreement and shall be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to fires, floods, epidemics, famines, earthquakes, hurricanes and other natural disasters or Acts of God; regulation or acts of any civilian or military authority or act of any self-regulatory authority; wars, terrorism, riots, civil unrest, sabotage, theft or, other criminal acts of
third-parties; failure of electronic or mechanical equipment; and fluctuations in or failures of electric power, heat, light, air conditioning or telecommunications and shortages of relied upon services or supplies.

14.6 Waiver and Modifications. All waivers must be in writing. Any waiver or failure to enforce a provision of this Agreement on one occasion shall, to the fullest extent permitted by law, not be deemed a waiver of any other provision or such provision on any other occasion. This Agreement may only be amended by a written document signed by both parties.

14.7 Publicity. Intellective may identify Customer as a customer in its marketing and promotional materials and may verbally disclose the fact that Customer is a customer in its discussions with potential customers.

14.8 Entire Agreement. These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

14.9 Counterparts. This Agreement may be signed in several counterparts, each of which shall constitute an original.

[signature page follows]
EXHIBIT A
LICENSE CERTIFICATE

This License Certificate is issued under the Subscription License Agreement dated as of __________, 202_, by and between Vegatek Corporation, a Delaware corporation d/b/a Intellective (“Intellective”), and [Insert Client Name] (“Customer”), and is subject to all of the terms and conditions of the Agreement, including, without limitation, the restrictions set forth in Section 3 thereof.

SOFTWARE:

SCOPE OF LICENSE:

INSTALLATION AND TRAINING:

MAINTENANCE:

SUPPORT SERVICES:

CUSTOMER TRACKING NUMBER: