MULTIPLE AWARD SCHEDULE

Category Attachment Code: F
Title: INFORMATION TECHNOLOGY

F03. IT Services Subcategory
FSC/PSC Code: D399

F04. IT Software Subcategory
FSC/PSC Code: 7030, J070, DA01

Boxboat Technologies, LLC
7910 Woodmont Avenue, Suite 906
Bethesda, MD 20814
Phone: (202) 810-9570
Fax: N/A
www.boxboat.com

Contract Number: 47QTC20D009F
Period Covered by Contract: April 22, 2020 through April 21, 2025

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0007, dated April 20, 2021.

All IT Professional Services and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Information Technology Services</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price.

Not Applicable

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided.

2. **Maximum Order:** $500,000 per SIN – For SINs 54151, 54151S, 511210

3. **Minimum Order:** $100

4. **Geographic Scope of Coverage:** The Geographic Scope of Coverage is Domestic Delivery. This is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. **Point(s) of production (city, county, and State or foreign country)**

6. Discount from list prices or statement of net price.

   **Prices awarded under this contract are net and all discounts deducted, and valid for all areas including worldwide.**

7. **Quantity Discounts:**
   a) SIN 54151S: At least 5% discount provided on orders greater than $150,000.
   b) SIN 511210 –None

8. **Prompt Payment Terms:** None Offered

9a. **Government purchase cards are accepted at or below the micro-purchase threshold.**

9b. **Government purchase cards are accepted above the micro-purchase threshold. Contact contractor for limit.**
10. **Foreign items (list items by country of origin).**
    Not Applicable.

11a. **Time of delivery.**
    As negotiated between BOXBOAT and the Ordering Activity

12b. **Expedited Delivery.**
    As negotiated between BOXBOAT and the Ordering Activity

11c. **Overnight and 2-day delivery.**
    As negotiated between BOXBOAT and the Ordering Activity

11d. **Urgent Requirements:**
    For All Special Item Numbers: As agreed between contractor and ordering activity

12. **FOB Point:** Destination for Special Item Number 54151s only; Origin for Special Item Number 511210 only

13a. **Ordering Address:**
    BOXBOAT
    Attn: GSA Orders
    7910 Woodmont Avenue, Suite 230
    Bethesda, MD 20814

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:**
    BOXBOAT
    Attn: Accounts Receivable
    7910 Woodmont Avenue, Suite 230
    Bethesda, MD 20814

15. **Warranty provision.**
    Not Applicable

16. **Export packing charges, if applicable.**
    Not Applicable

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

18. **Terms and conditions of rental, maintenance, and repair (if applicable).**
    Not Applicable
19. Terms and conditions of installation (if applicable).
   Not Applicable

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

20a. Terms and conditions for any other services (if applicable).
   Not Applicable

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

22. List of participating dealers (if applicable).
   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. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.
   N/A

26. Data Universal Number System (DUNS) number.
   063561681

   Boxboat Technologies, LLC has registered with the System for Award Management database.
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBERS 54151S)

*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

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

1. Cancel the stop-work order; or

2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.
12.  PAYMENTS
For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
   (1) The offeror;
   (2) Subcontractors; and/or
   (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

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

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

16.  DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING
## IT PROFESSIONAL SERVICES RATES

**SIN 54151S**

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>GSA Price (w/IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Solutions Architect</td>
<td>$241.81</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior DevOps Engineer</td>
<td>$193.45</td>
</tr>
<tr>
<td>54151S</td>
<td>DevOps Engineer</td>
<td>$145.09</td>
</tr>
</tbody>
</table>

### Labor Category Descriptions

**Solutions Architect**

Onsite or Remote software engineering and development activities. Performs as the lead architect and plans tasking for development, integration, testing, and deployment. Full stack engineer with DevOps experience in development and cloud native technologies. Bachelors Degree 5 years experience

**Senior DevOps Engineer**

Onsite or Remote software engineering and development activities. Defines the problem, and develops system requirements and program specifications. Analyzes application needs and develops applications software and specialized integration programs to meet the requirement. Full stack engineer with experience in devops, development, cloud native technologies, and Kubernetes. Bachelors Degree 5 years experience

**DevOps Engineer**

Onsite or Remote software engineering and development activities. Full stack engineer with experience in devops, development, cloud native technologies, and Kubernetes. Bachelors Degree 3 years experience
1. GLOSSARY OF DEFINITIONS
   a. “Documentation” shall mean Manufacturer’s then current help guides, and manuals issued by
      Manufacturer and made generally available by Manufacturer for the Software whether online or in hard
      copy. Documentation shall include any updated Documentation that Manufacturer provides with any
      updates.
   b. “Maintenance Services” shall mean the Software maintenance and support services provided by
      Contractor through an applicable Manufacturer under this contract in accordance with the
      Manufacturer’s then current Maintenance Services Policy.
   c. “Maintenance Services Policy” shall mean the commercial terms describing a Manufacturer’s standard
      Software maintenance and support offerings, policies and procedures, a copy of which is located on
      Attachment A to this schedule pricelist.
   d. “Software” shall mean (i) the version of the computer program identified on the Schedule Contract
      Pricelist and (ii) updates to such programs.

2. INSPECTION/ACCEPTANCE The Contractor shall only deliver those items ordered that substantially
   conform to the requirements of this contract and the Software’s Documentation. Therefore, items
   delivered shall be deemed accepted upon delivery. The Ordering Activity reserves the right to inspect or
   test any Software that has been delivered. The Ordering Activity may require repair or replacement of
   nonconforming Software at no increase in contract price. The Ordering Activity must exercise its post-
   acceptance rights (1) within the warranty period as set forth below; and (2) before any substantial
   change occurs in the condition of the Software, unless the change is due to the defect in the Software.

3. GUARANTEE/WARRANTY
   a. Unless specified otherwise in this contract, the warranties extended to the Ordering Activity for
      Software and Documentation, and the exclusions and disclaimers applicable to such warranties, shall be
      as set forth on Attachment A to this schedule pricelist (Contractor Supplemental Pricelist Information
      and Incorporated Terms). Notwithstanding anything to the contrary that may be marked on or provided
      with the Software or Documentation, the parties understand and agree that such warranties, exclusions
      and disclaimers follow the applicable Manufacturer’s standard commercial warranties, exclusions and
      disclaimers but are provided to the Ordering Activity by the Contractor, who will be responsible to the
      Ordering Activity for all compliance, service and remedies thereunder.
   b. Limitation of Liability.
      i) Exclusion of Consequential Damages. EXCEPT FOR A) A CLAIM OF IP INFRINGEMENT HEREUNDER, OR B)
         AS PROVIDED IN (b)(iii) BELOW, IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY INDIRECT,
         INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR
         LOSS OF PROFITS, DATA OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN
         ACTION IN CONTRACT OR TORT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
         SUCH DAMAGES provided however, that in the event Ordering Activity makes unauthorized copies of
         the Software, Contractor shall be entitled to recover the full amount of any license fees that would
         relate to such copies.
      ii) Limitation of Direct Damages. Except for a) a claim of IP Infringement hereunder, or b) as provided in
         (b)(iii) below, the aggregate and cumulative liability of Contractor and licensors for damages hereunder
         shall in no event exceed the amount of fees paid by Ordering Activity under the order giving rise to such
liability, and if such damages relate to particular Software or Maintenance Services, such liability shall be limited to fees paid for the relevant Software or Maintenance Services giving rise to the liability.

iii) Non-Applicability to Statutory or Regulatory Rights. Nothing herein shall operate to impair or prejudice the U.S. Government’s right (a) to recover for fraud or crimes arising out of or relating to this contract under any Federal fraud statute, including without limitation the False Claims Act (31 USC §§3729 through 3733), or (b) to express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into this contract, including without limitation the GSAR 552.215-72 Price Adjustment – Failure to Provide Accurate Information (August 1997) or GSAR 552.238-75 Price Reductions (May 2004) Alternate I (May 2003).

4. TECHNICAL SERVICES A hot line technical support number for the purpose of providing user assistance and guidance to the Ordering Activity in the implementation of the Software may be provided as part of Maintenance Services.

5. SOFTWARE MAINTENANCE
a. Software maintenance as it is defined:
1. Software Maintenance as a Product (SIN 511210 or SIN 511210)
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

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

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

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

b. If purchased by Ordering Activity, Contractor, through the applicable Manufacturer, shall provide Maintenance Services for the Software pursuant to the applicable Manufacturer’s then current Maintenance Services Policy. Fees or rates for such Maintenance Services are set forth in the Schedule Contract Pricelist.

c. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324) for
6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)
a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the Ordering Activity on thirty (30) calendar day’s written notice to the Contractor.

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

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

e. Ordering Activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
Conversion from term licenses to perpetual licenses for any or all Software is not available under the scope of this contract.

Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

8. TERM LICENSE CESSATION
If a term Software license granted hereunder terminates for any reason, Ordering Activity shall (i) cease using the applicable Software, Documentation, and related Confidential Information, and (ii) certify to Contractor within thirty (30) days after termination that Ordering Activity has destroyed, or has returned to Contractor or its Manufacturer the Software, Documentation, related Confidential Information of Contractor and all copies thereof, whether or not modified or merged into other materials.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)
a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the Ordering Activity, commercial computer Software and related Documentation shall be subject to the following:
(1) Title to and ownership of the Software and Documentation shall remain with the Contractor or its Manufacturer or licensors, unless otherwise specified. Contractor and its Manufacturers reserve all rights in and to the Software and Documentation not expressly granted to Ordering Activity herein.

(2) United States Government Legends. The Software, Documentation and any other technical data provided hereunder is commercial in nature and developed solely at private expense. The Software is delivered as "Commercial Computer Software" as defined in DFARS 252.227-7014 (June 1995) or as a "Commercial Item" as defined in FAR 2.101(a) and as such is provided with only such rights as are provided in Manufacturer’s standard commercial license for the Software. Technical data is provided with limited rights only as provided in DFAR 252.227-7015 (Nov. 1995) or FAR 52.227-14 (June 1987), whichever is applicable.

Contractor grants Ordering Activity only those utilization rights (and reserves the same utilization limitations) as specified in the applicable Manufacturer’s commercial license terms, a description of which is set forth on Attachment A to this schedule pricelist and incorporated herein. Notwithstanding the forgoing, Contractor acknowledges and agrees that Ordering Activity shall have the minimum restricted rights as set forth in b(4) below.

(3) Except as is provided in paragraph 8.b(2) above, the Ordering Activity shall not provide or otherwise make available the Software or Documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the Ordering Activity who have the Ordering Activity’s permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed Software and Documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use Software, Documentation, or information therein, which the Ordering Activity may already have or obtains without restrictions.

(4) The Ordering Activity shall have the right to use the computer Software and Documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the Ordering Activity has the right to transfer the Software to another site if the Ordering Activity site for which it is acquired is deemed to be unsafe for Ordering Activity personnel; to use the computer Software and Documentation with a backup computer when the primary computer is inoperative; and to copy computer Software for safekeeping (archive) or backup purposes; to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

(6) The Software and Documentation hereunder is offered by the Contractor under licenses customarily provided to the public. The Contractor does not furnish technical information related to commercial computer Software (or commercial computer software Documentation) that is not customarily provided to the public. Further, the Contractor does not relinquish rights to use, modify, reproduce, release, perform, display, or disclose commercial computer Software (or commercial computer Software Documentation) except as mutually agreed to by the parties. See 48 CFR 12.212.

(7) Nondisclosure. Ordering Activity may have access to information that is confidential to Contractor or its Manufacturers (“Confidential Information”). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would
believe to be confidential. Contractor’s Confidential Information shall include, but not be limited to, the Software, Documentation, all materials provided to Ordering Activity in the course of performing Maintenance Services hereunder, formulas, methods, know how, processes, designs, new products, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, and the terms and pricing hereunder, regardless of whether such information is identified as confidential. Confidential Information includes all information received from third parties that Contractor is obligated to treat as confidential.

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party’s Confidential Information. In addition, if Ordering Activity recommends to Contractor additional features, functionality, or performance or if Contractor retains generalized information hereunder that Contractor or its Manufacturer subsequently incorporates into its product or service offerings, then with respect to such recommendations and information, Ordering Activity hereby (a) grants Contractor a worldwide, nonexclusive, royalty-free, perpetual right and license to use and incorporate such recommendations and such information into such offerings, and (b) acknowledges that all right and title to such offerings incorporating such recommendations and information shall be the sole and exclusive property of Contractor or its Manufacturer and all such recommendations and information shall be free from any confidentiality restrictions that might otherwise be imposed upon Contractor pursuant to this section.

Further, this section will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority.

Ordering Activity shall not disclose the results of any performance tests of the Software to any third party without Contractor’s prior written approval. Ordering Activity agrees to hold Confidential Information in confidence and to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in breach of these Terms and Conditions.

(8) Verification. At Contractor’s written request, but not more frequently than annually, Ordering Activity shall furnish Contractor with a document signed by Ordering Activity’s authorized representative verifying that the Software is being used pursuant to the provisions of this contract. To the extent permitted by and subject to an Ordering Activity’s security requirements (including, but not limited to, use of cleared personnel, badging and other requirements). Contractor reserves the right to audit Ordering Activity’s use of the Software no more than once annually at Contractor’s expense. Contractor shall schedule any audit at least thirty (30) days in advance. Any such audit shall be conducted during regular business hour at Ordering Activity’s facilities and shall not unreasonably interfere with Ordering Activity’s business.

(9) Intellectual Property Infringement. If a third party makes a claim against Ordering Activity that the Software directly infringes any patent, copyright, or trademark or misappropriate any trade secret (“IP Claim”); Contractor will (i) assist in defending Ordering Activity against the IP Claim at Contractor’s cost and expense, and (ii) pay all costs, damages and expenses (including reasonable legal fees) finally awarded against Ordering Activity by a court of competent jurisdiction or agreed to in a written settlement agreement signed by Contractor arising out of such IP Claim; provided that: (i) Ordering Activity promptly notifies Contractor in writing no later than sixty (60) days after Ordering
Activity’s receipt of notification of a potential claim and (ii) Ordering Activity provides Contractor, at Contractor’s request and expense, with the assistance, information and authority necessary to perform Contractor’s obligations under this Section. Notwithstanding the foregoing, Contractor shall have no liability for any claim of infringement based on (a) the use of a superseded or altered release of the Software if the infringement would have been avoided by the use of a current unaltered release of the Software, (b) the modification of the Software, (c) the use of the Software other than in accordance with the Documentation or this contract, or (d) any materials or information provided to Contractor by Ordering Activity, for which Ordering Activity shall be solely responsible.

If the Software is held to infringe or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (a) replace or modify the Software to be non-infringing, or (b) obtain for Ordering Activity a license to continue using the Software. If it is not commercially reasonable to perform either of the foregoing options, then Contractor may terminate the Program license for the infringing Software and refund the license fees paid for the Software upon return of the Software by Ordering Activity. This section states Contractor’s entire liability and Ordering Activity’s exclusive remedy for any claim of infringement.

(10) Delivery. All Software and Documentation provided by Contractor hereunder shall be deemed to be delivered by Contractor: 1) Upon physical delivery, or 2) Once the Software is made available to Ordering Activity via electronic download by provision of a license key, link to a website, FTP site or similar site from which the Ordering Activity can electronically download or otherwise access the Software and Documentation.

10. SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 511210)
Conversion from one version of the Software to another such as the result of a change in operating system, or from one computer system to another is not available under the scope of the contract. Outside the scope of this contract, the Ordering Activity may contact the Manufacturer directly to discuss the permissibility, costs and operation of such conversion(s). Contractor agrees to reasonably assist Ordering Activity in this regard.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
For information concerning supported hardware or compatibility requirements the Ordering Activity is advised to contact the Contractor or the applicable Manufacturer.

12. RIGHT-TO-COPY PRICING
Right-to-copy license pricing is not available under the scope of this contract unless specifically specified in the pricelist. The Ordering Activity must contact the Manufacturer directly to discuss the applicability and associated costs of right-to-copy pricing.
ATTACHMENT 1 – AUTHORIZED PARTICIPATING DEALERS

Boxboat Technologies certifies that all dealers participating in the performance of this contract have agreed that their performance will be in accordance with all terms and conditions of this GSA Schedule.

For the complete listing of authorized participating dealers please see:
http://www.boxboat.com/company/contracts/
**SIN 511210 Software License**

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Product Part Number</th>
<th>GSA Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boxboat Technologies, LLC</td>
<td>CNA-001</td>
<td>$1,417.13</td>
</tr>
<tr>
<td>*See Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0001-PS1</td>
<td>$42,619.65</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0001-PS1</td>
<td>$53,284.03</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0003-PS1</td>
<td>$19,889.17</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0003-PS1</td>
<td>$24,861.46</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0011-PS1</td>
<td>$21,309.82</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0011-PS1</td>
<td>$26,637.28</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0002-PS1</td>
<td>$994.46</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0002-PS250</td>
<td>$899.75</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0002-PS1000</td>
<td>$852.39</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>R-0002-PS2500</td>
<td>$805.04</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0002-PS1</td>
<td>$1,243.07</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0002-PS250</td>
<td>$1,124.69</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0002-PS1000</td>
<td>$1,062.18</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RF-0002-PS2500</td>
<td>$1,006.30</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>L-0001-PS1</td>
<td>$25,571.79</td>
</tr>
<tr>
<td>Rancher Federal</td>
<td>RFL-0001-PS1</td>
<td>$31,964.74</td>
</tr>
</tbody>
</table>

*Further Description for Part Number: CNA-001*

Cloud Native Academy is a hands-on, self-paced Software-as-a-Service training platform subscription for DevSecOps and Cloud Native technologies. This platform provides users with a dedicated “in-browser” cloud environment for them to learn DevSecOps and Cloud Native skills. No extra equipment is required - users are able to access Cloud Native Academy using a standard laptop, web browser, and Internet connection.

Cloud Native Academy – Gold Tier (CNA-001) includes access to the following hands-on learning courses:

1. D101 – Docker Fundamentals
2. D201 – Docker for Developers
4. K201 – Intermediate Kubernetes
5. K301 – Advanced Kubernetes
6. K401 – Advanced Kubernetes II
7. E403 – Cloud Native Tools
Course content is updated on a quarterly basis to reflect changes in the open-source technologies and feedback from users.