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

MAS SCHEDULE

SIN 511210 – SOFTWARE LICENSES
SIN 54151 – SOFTWARE MAINTENANCE SERVICES

Tenon, LLC
309 Ferndale Road
Glen Burnie, MD 21061
Telephone Number: 443-875-7343
Facsimile Number: 443-451-8590
Website: www.tenon.io
Email: karl@tenon.io

Contract Number: 47QTCA20D00E7
Period Covered by Contract: August 27, 2020 – August 26, 2025

Contractor’s Administration Source: Karl Groves

BUSINESS SIZE: Small

For more information on ordering from Federal Supply go to this website: www.gsa.gov/schedules
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
</tbody>
</table>

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:
See attached pricelist.

1c. HOURLY RATES (Services only):
See attached pricelist.

2. MAXIMUM ORDER*: $500,000
NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, 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

5. POINT(S) OF PRODUCTION: Glen Burnie, MD

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist.

7. QUANTITY DISCOUNT(S): 0.5% discount from the GSA rate for single task orders above $250,000

8. PROMPT PAYMENT TERMS: None

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

9.b Government Purchase Cards are not accepted above the micro-purchase threshold. Contact contractor for limit.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 30 Days ARO
11b. EXPEDITED DELIVERY: Contact Contractor
11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor
11d. URGENT REQUIREMENTS: Contact Contractor
12. **FOB POINT:** Destination

13a. **ORDERING ADDRESS:** Same as contractor

13b. **ORDERING PROCEDURES:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. **PAYMENT ADDRESS:** Same as contractor

15. **WARRANTY PROVISION:** Standard Commercial Warranty

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

16. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** N/A

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

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

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

20a. **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 Electronic and Information Technology (E&IT):** As applicable.

25. **DUNS NUMBER:** 079670719

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Registered
1. **INSPECTION/ACCEPTANCE**

   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **GUARANTEE/WARRANTY**

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
   d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor’s plant, the address is as follows: **309 Ferndale Road, Glen Burnie, MD 21060.**

3. **TECHNICAL SERVICES**

   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **443-875-7343** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **Monday to Friday, 8am to 5pm.**

4. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type):
   X_____ 1. **Software Maintenance as a Product (SIN 511210)**

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

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

   Software Maintenance as a product is billed at the time of purchase.
2. Software Maintenance Services (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 arrears in accordance with 31 U.S.C. 3324.

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

5. PERIODS OF 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. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE - N/A
a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the
less, minus an amount equal to N/A % of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION - N/A
   a. After a software product has been on a continuous term license for a period of N/A * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
   b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. 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 so legend shall be subject to the following:
      (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
      (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
      (3) Except as is provided in paragraph 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; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

9. SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 54151)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING
Right-To-Copy licenses are not offered.

PRODUCT DESCRIPTIONS

Tenon.io Small SaaS Gov Delivery
Access and use of web-based system for testing web systems for WCAG compliance. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems.
- Annual account
- Access to web-based interface and related APIs via the tenon.io website
- 1 user account
- 3,000 total API calls per month

Tenon.io Medium SaaS Gov Delivery
Access and use of web-based system for testing web systems for WCAG compliance. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems.
- Annual account
- Access to web-based interface and related APIs via the tenon.io website
- 10 user accounts
- 15,000 total API calls per month
Tenon.io Large SaaS Gov Delivery
Access and use of web-based system for testing web systems for WCAG compliance. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems.
- Annual account
- Access to web-based interface and related APIs via the tenon.io website
- 30 user accounts
- 30,000 total API calls per month

Tenon.io Elite SaaS Gov Delivery
Access and use of web-based system for testing web systems for WCAG compliance. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems.
- Annual account
- Access to web-based interface and related APIs via the tenon.io website
- 100 user accounts
- 100,000 total API calls per month

Tenon.io Private Cloud Gov Delivery
Access and use of web-based system for testing web systems for WCAG compliance. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems.
- Annual account
- Access to web-based interface and related APIs via standalone, private instance accessible only to the customer
- 100 user account
- 100,000 total API calls per month

Tenon.io Enterprise Gov Delivery
- Deployed on-premises on agency supplied hardware. The minimum requirements for the hardware on which Tenon will be deployed must have MySQL, Docker and Kubernetes installed. When it comes time to deploy the system to customer hardware, it will be deployed as a series of Docker containers with autoscaling being managed by Kubernetes.
- Custom Tests API
- Unlimited user accounts
- Unlimited API usage

Tenon.io Gov Support Package – Small
- Support for Tenon.io and related official products, including answering general and specific accessibility questions, training on use of Tenon.io, manual testing of code, remediation advice and guidance, and web development.
- port for Tenon.io and related official products
- 10 hours of support, per month
- Support available dedicated help desk portal or telephone
• Support hours: 8am – 8pm US Eastern Time, all federal workdays

**Tenon.io Gov Support Package – Medium**
• Support for Tenon.io and related official products, including answering general and specific accessibility questions, training on use of Tenon.io, manual testing of code, remediation advice and guidance, and web development.
• 20 hours of support, per month
• Support available dedicated help desk portal or telephone
• Support hours: 8am – 8pm US Eastern Time, all federal workdays

**Tenon.io Gov Support Package – Large**
• Support for Tenon.io and related official products, including answering general and specific accessibility questions, training on use of Tenon.io, manual testing of code, remediation advice and guidance, and web development.
• 30 hours of support, per month
• Support available dedicated help desk portal or telephone
• Support hours: 8am – 8pm US Eastern Time, all federal workdays

**GSA PRICELIST**

<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR</th>
<th>MFR Product Name</th>
<th>MFR Product Description</th>
<th>Term</th>
<th>UOI</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Small SaaS Gov Delivery</td>
<td>Access and use of web-based system for testing web systems for WCAG compliance. 3,000 total API calls per month. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems. Access to web-based interface and related APIs via the tenon.io website</td>
<td>Annual</td>
<td>1 user account</td>
<td>$897.73</td>
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<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Medium SaaS Gov Delivery</td>
<td>Access and use of web-based system for testing web systems for WCAG compliance. 15,000 total API calls per month. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems. Access to web-based interface and related APIs via the tenon.io website</td>
<td>Annual</td>
<td>10 user accounts</td>
<td>$4,488.66</td>
</tr>
<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Large SaaS Gov Delivery</td>
<td>Access and use of web-based system for testing web systems for WCAG compliance. 30,000 Total API calls per month. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems. Access to web-based interface and related APIs via the tenon.io website</td>
<td>Annual</td>
<td>30 user accounts</td>
<td>$7,481.11</td>
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<tr>
<td>SIN</td>
<td>MFR</td>
<td>MFR Product Name</td>
<td>MFR Product Description</td>
<td>Term</td>
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<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Elite SaaS Gov Delivery</td>
<td>Access and use of web-based system for testing web systems for WCAG compliance. 100,000 Total API calls per month. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems. Access to web-based interface and related APIs via the tenon.io website.</td>
<td>Annual</td>
<td>100 user accounts</td>
<td>$14,962.22</td>
</tr>
<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Private Cloud Gov Delivery</td>
<td>Access and use of web-based system for testing web systems for WCAG compliance. 100,000 Total API calls per month. Access and use of testing and reporting APIs and availability of additional related free tools for use of APIs and integration with external systems. Access to web-based interface and related APIs via standalone, private instance accessible only to the customer.</td>
<td>Annual</td>
<td>100 user accounts</td>
<td>$32,644.84</td>
</tr>
<tr>
<td>511210</td>
<td>Tenon, LLC</td>
<td>Tenon.io Enterprise Gov Delivery</td>
<td>Deployed on-premises on agency supplied hardware. Custom Tests API/Unlimited API usage.</td>
<td>Annual</td>
<td>Unlimited</td>
<td>$81,521.41</td>
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<tr>
<td>54151</td>
<td>Tenon, LLC</td>
<td>Tenon.io Gov Support Package – Small</td>
<td>Support for Tenon.io and related official products. Support available dedicated help desk portal or telephone. Support hours: 8am – 8pm US Eastern Time, all federal workdays.</td>
<td>Annual</td>
<td>10 hours of support, per month</td>
<td>$10,881.61</td>
</tr>
<tr>
<td>54151</td>
<td>Tenon, LLC</td>
<td>Tenon.io Gov Support Package – Medium</td>
<td>Support for Tenon.io and related official products. Support available dedicated help desk portal or telephone. Support hours: 8am – 8pm US Eastern Time, all federal workdays.</td>
<td>Annual</td>
<td>20 hours of support, per month</td>
<td>$21,763.22</td>
</tr>
<tr>
<td>54151</td>
<td>Tenon, LLC</td>
<td>Tenon.io Gov Support Package – Large</td>
<td>Support for Tenon.io and related official products. Support available dedicated help desk portal or telephone. Support hours: 8am – 8pm US Eastern Time, all federal workdays.</td>
<td>Annual</td>
<td>30 hours of support, per month</td>
<td>$32,644.84</td>
</tr>
</tbody>
</table>