



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

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at: <http://fss.gsa.gov/>. 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.gsaaadvantage.gov>.

SCHEDULE TITLE: Multiple Award Schedule

CONTRACT NUMBER: GS-35F-150LA (47QTCA21D004E)

CONTRACT PERIOD: January 21, 2021 – January 20, 2026

Modification Number: Not Applicable. The Contractor's Price List is current from publication.

FSC Classes/Product Codes:

- DA10 IT and Telecom - Business Application/Application Development Software As A Service
- DE11 IT and Telecom - Mobile Device As A Service
- U012 Education/Training - Information Technology/Telecommunications Training

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BUSINESS SIZE: Woman-Owned Small Business

Deque Systems, Inc. (Deque) is a woman-owned software and services company that was founded in 1999 with a mission of digital equality. For over 20 years, Deque has been the industry leader in producing digital accessibility software. Deque's accessibility experts are instrumental in the creation and maintenance of the World Wide Web Consortium's (W3C) Web Content Accessibility Guidelines (WCAG). Deque has over 15 years of experience helping federal, state and local government agencies achieve Section 508 compliance through a complete suite of tools, services, and training. Deque's mission is to provide flexible, innovative, and cost-effective accessibility solutions for the public and private sectors.

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TABLE OF CONTENTS

<i>CUSTOMER INFORMATION</i>	<i>3</i>
<i>TERMS AND CONDITIONS FOR ALL IT CONTRACTORS</i>	<i>6</i>
<i>TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)</i>	<i>8</i>
<i>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)</i>	<i>10</i>
<i>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) TRAINING (SPECIAL ITEM NUMBER 611420)</i>	<i>13</i>
<i>CONTRACTOR'S PRICE LIST</i>	<i>15</i>
<i>END USER LICENSE AGREEMENT</i>	<i>20</i>
<i>COMMERCIAL SUPPLIER AGREEMENT</i>	<i>44</i>



CUSTOMER INFORMATION

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

SIN	Description	Large Category	Subcategory
511210	Software Licenses	Information Technology	IT Software
54151S	Information Technology Professional Services	Information Technology	IT Services
611420	Information Technology Training	Information Technology	IT Training

1b. LOWEST PRICED MODEL NUMBER AND UNIT PRICE FOR EACH SIN: (Government net price based on a unit of one)

See Contractor's Price List set forth below.

1c. HOURLY RATES (Services only):

Not Applicable.

2. MAXIMUM ORDER*:

Special Item Number and Title	Maximum Order
511210 Software Licenses	\$1,000,000.00
54151S Information Technology Professional Services	\$1,000,000.00
611420 Information Technology Training	\$1,000,000.00

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: The Minimum Order value for all awarded SINs is \$100.00 USD.

4. GEOGRAPHIC COVERAGE: Domestic delivery within the 48 contiguous states and Washington, D.C.

5. POINT(S) OF PRODUCTION: Herndon, Virginia; Ann Arbor, Michigan

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown in the below GSA Pricelist. Negotiated discounts have been applied and the IFF has been added.

7. QUANTITY DISCOUNT(S): One percent (1%) additional for each order greater than \$500,000.00 for SIN 511210, SIN 54151S, and SIN 611420.

8. **PROMPT PAYMENT TERMS:** Prompt payment discounts are not offered. Payment Terms are NET 30 calendar days from receipt of invoice.

*Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

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

- 9.b **Government Purchase Cards are accepted above the micro-purchase threshold. Contact the Contractor for limit.**

10. **FOREIGN ITEMS:** None.

- 11a. **TIME OF DELIVERY:** 30 days or as negotiated with the ordering activity.

- 11b. **EXPEDITED DELIVERY:** Contact the Contractor for availability.

- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact the Contractor for availability.

- 11d. **URGENT REQUIRMENTS:** Contact the Contractor for availability.

12. **FOB POINT:** Destination.

- 13a. **ORDERING ADDRESS:**

Deque Systems, Inc.
381 Elden Street, Suite 2000
Herndon, Virginia 20170

- 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:**

Deque Systems, Inc.
381 Elden Street, Suite 2000
Herndon, Virginia 20170

15. **WARRANTY PROVISION:** The Contractor's standard commercial warranty as stated in the contract's commercial price list will apply to this contract.

16. **EXPORT PACKING CHARGES:** Not Applicable.

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

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

- 19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** Not Applicable.
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** Not Applicable.
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** Not Applicable.
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** Not Applicable.
- 22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** Not Applicable.
- 23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** Not Applicable.
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g., recycled content, energy efficiency, and/or reduced pollutants):** Not Applicable.
- 24b. **Section 508 Compliance for Electronic and Information Technology (EIT):** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <https://www.deque.com/section-508-compliance/>.

The EIT standard can be found at: www.Section508.gov/.
- 25. **DUNS NUMBER:** 011-475-105 **CAGE CODE:** 1WFT4
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

TERMS AND CONDITIONS FOR ALL IT CONTRACTORS

1. **Organizational Conflicts of Interest**

a) Definitions

- 1) "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
 - 2) "Contractor and its affiliates" and "Contractor or its affiliates" refer 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 merge or affiliates, or any other successor or assignee of the Contractor.
 - 3) 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 in FAR 9.508.

2. **Services Performed**

- a) All 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.
- b) The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- c) The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

3. **Travel.** Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.

4. **Warranty**

- a) Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b) The Contractor's commercial guarantee/warranty shall be included in the Commercial Supplier Agreement to include Enterprise User License Agreements or Terms of Service (TOS) agreements, if applicable.
- c) 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) NOTWITHSTANDING THE FOREGOING, THE CONTRACTOR MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, WARRANTIES WHICH ARISE THROUGH COURSE OF DEALING OR USAGE OF TRADE, OR WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Contractor Tasks / Special Requirements

- a) *Security Clearances*: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under this Multiple Award Schedule.
- b) *Travel*: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31 and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under this contract. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- c) *Certifications, Licenses and Accreditations*: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- d) *Insurance*: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- e) *Personnel*: As a commercial practice, the Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements of key personnel.
- f) *Organizational Conflicts of Interest*: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- g) *Documentation/Standards*: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- h) *Data/Deliverable Requirement*: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- i) *Government-Furnished Property*: As specified by the agency's order, the Government may provide property, equipment, materials, or resources as necessary.
- j) *Availability of Funds*: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

1. **Technical Support.** Without additional charge to the ordering activity, shall provide a technical support number for the purpose of providing user assistance and guidance in the implementation of the software. Ordering activities may contact the Contractor via telephone: (703) 225-0380 ext. 281 or e-mail: helpdesk@deque.com. The technical support number is available during normal business hours of operation on Monday – Friday from 8:00 A.M. (ET) to 5:00 P.M. (ET).
2. **Descriptions and Equipment Compatibility.** See Contractor's Authorized Price List for a complete description of each software product including the operating systems on which the software can be used. Also included shall be a brief, introductory explanation of the modules and documentation which are offered.
3. **Right-to-Copy Pricing.** Right-to-copy licenses are not offered under this contract.
4. **Utilization Limitations**
 - 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:
 - (i) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (ii) 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 some sharing basis where multiple agencies have joint projects that can be satisfied using 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.
 - (iii) Except as provided herein, 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.
 - (iv) "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.

5. Term Licenses

- a) The word "Term" is defined as "a limited period of time". Term licenses have a limited duration and are not owned in perpetuity. The Ordering activity's authorized users will lose the right to use these licenses upon the end of the term period.
- b) Ordering activities may not convert term licenses to perpetual licenses under this contract.
- c) Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order if the term license is to be terminated at that time. Orders for the continuation of term licenses will be required if the term license is to be continued during the subsequent 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.

- 6. Software Maintenance.** 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, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users' self-diagnostics. Software Maintenance as a product is billed at the time of purchase. 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. Notwithstanding the foregoing, Contractor will provide software services, including start-up services and support and maintenance services, in accordance with Exhibit A to the Contractor's EULA.

- 7. End User License Agreement (EULA).** The Contractor's EULA is set forth below and is incorporated herein by this reference.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. **Scope**

- a) The prices, terms and conditions stated under this SIN apply exclusively to IT Professional Services within the scope of this Multiple Award Schedule (MAS).
- 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**

- a) Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders under this contract in accordance with this clause.
- b) The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders.
- 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 professional 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 clause.
- 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. **Ordering Procedures for Competitive Acquisitions**

- a) When ordering services, ordering activities shall—
 - 1) Prepare a Request (Invitation for Bid, Request for Information, Request for Proposal, Request for Quotation, or other communication tool) that includes, but is not limited to, the following:
 - i. A statement of work that outlines, at a minimum, the work to be performed, location of work, period of performance, deliverable schedule, applicable standards, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.
 - ii. The request should include the statement of work and request the contractor to submit a firm-fixed price to provide the services outlined in the statement of work. The firm-fixed price shall be based on the rates in the schedule contract. Any Contractor travel required in the performance of services must comply with the Pub. L. 99-234 and FAR Part 31.205-46, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel.
 - iii. The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance

information in determining technical qualification of responses. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Ordering activities should strive to minimize the contractor's costs associated with responding to requests. Oral presentations should be considered, when possible.

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. In accordance with FAR 52.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – 2018) and FAR 52.246-4 Inspection of Services – Fixed Price (Aug 1996) for fixed priced orders.

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 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 Services.

9. 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.

10. **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.
11. **Resumes.** Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.
12. **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.
13. **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.
14. **Commercial Supplier Agreement (CSA).** The Contractor's CSA is set forth below and is incorporated herein by this reference.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) TRAINING (SPECIAL ITEM NUMBER 611420)

1. **Cancellation and Rescheduling**

- a) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a user who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c) The ordering activity reserves the right to substitute one student for another up to the first day of the class.
- d) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

2. **Format and Content of Training**

- a) ****If applicable**** The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed, and copied two-sided on paper containing 30% postconsumer materials (fiber).
- b) ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT content to students.
- c) The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d) The Contractor shall provide the following information for each training course offered:
 - 1) Course title
 - 2) Brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training)
 - 3) Length of the course
 - 4) Mandatory and desirable prerequisites for user enrollment
 - 5) Minimum and Maximum number of users per class
 - 6) Locations where the course is offered
 - 7) Class schedules
 - 8) Price (per student, per class (if applicable))
- e) For courses conducted at the ordering activity's location, instructor travel charges (if applicable) including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46 and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

3. **Deque University.** Deque Systems, Inc. offers several delivery options for training. Based upon project-specific requirements, geographical distribution of the student base, and the level of domain knowledge associated with accessibility compliance and initiatives, Deque Systems, Inc. will recommend specific delivery options and engagement-specific solutions that are most appropriate for your organization, including, but not limited to, on-site classroom or virtual instructor-led training. For more information with respect to Deque University courses, please refer to <https://dequeuniversity.com>.
4. **Commercial Supplier Agreement (CSA).** The Contractor's CSA is set forth below and is incorporated herein by this reference.



CONTRACTOR'S PRICE LIST

SIN	Product/Service	Description	Unit of Issue	GSA Price including IFF
511210	DQU-GOV-One-Course	Annual subscription to one Section 508 compliance course in Deque's on-demand, online University. Per person.	EA	\$42.17
511210	DQU-GOV-Full-Curr	Annual subscription to the Section 508 compliance curriculum (Full Curriculum) in Deque's on-demand, online University. Per person.	EA	\$295.16
511210	DQU-GOV-Role-Web-Curr	Annual subscription to role-specific Section 508 compliance curriculum package (Web Accessibility) in Deque's on-demand, online University. Per person.	EA	\$140.55
511210	DQU-GOV-Role-Mobile-Curr	Annual subscription to role-specific Section 508 compliance curriculum package (Mobile App Accessibility Fundamentals) in Deque's on-demand, online University. Per person.	EA	\$140.55
511210	DQU-GOV-Role-Doc-Curr	Annual subscription to role-specific Section 508 compliance curriculum package (MS Office, PDF, and Document Accessibility Package) in Deque's on-demand, online University. Per person.	EA	\$140.55
511210	DQU-GOV-Role-QA-Curr	Annual subscription to role-specific Section 508 compliance curriculum package (Accessibility QA Testing) in Deque's on-demand, online University. Per person.	EA	\$93.70
511210	DQU-GOV-Role-Design-Curr	Annual subscription to role-specific Section 508 compliance curriculum package (Accessibility for Designers) in Deque's on-demand, online University. Per person.	EA	\$93.70
511210	DQU-GOV-Cert	Annual subscription to IAAP CPACC and WAS Certification preparation package for both exams in Deque's on-demand, online University. Per person.	EA	\$159.29
511210	Amaze-S508-Annual-Lic	Amaze for Section 508. Annual subscription includes maintenance and support. Single instance. Allows developed Amaze overlays to be deployed. A purchase of one of the Amaze overlay development options under SIN 54151S IT Professional Services is required.	EA	\$231,914.36
511210	WSCOMPLY-S508-SaaS-Single-Instance	WorldSpace Comply for Section 508 Refresh. Annual subscription includes	EA	\$77,773.30

		maintenance and support. SaaS. Single instance installation on standard AWS configuration. Limited to 30,000 pages scanned per month. Includes initial installation and default configuration on supported platforms.		
511210	WSCOMPLY-S508-SaaS-100K pages	WorldSpace Comply for Section 508 Refresh. SaaS. Annual subscription includes maintenance and support. Single instance installation on standard AWS configuration. Limited to 100,000 pages scanned per month. Includes initial installation and default configuration on supported platforms.	EA	\$222,075.57
511210	Startup-WSATTEST-HTML-S508	Start-up services for WorldSpace Attest HTML based on Section 508 refresh standards. Equips licensed users to begin using WorldSpace Attest HTML. Includes account setup and two hours of web-based orientation.	EA	\$9,604.53
511210	Startup-WSATTEST-iOS-S508	Start-up services for WorldSpace Attest iOS based on Section 508 refresh standards. Equips licensed users to begin using WorldSpace Attest iOS. Includes account setup and two hours of web-based orientation.	EA	\$9,604.53
511210	Startup-WSATTEST-Android-S508	Start-up services for WorldSpace Attest Android based on Section 508 refresh standards. Equips licensed users to begin using WorldSpace Attest Android. Includes account setup and two hours of web-based orientation.	EA	\$9,604.53
511210	WSATTEST-S508-10	WorldSpace Attest for Section 508. Available platforms include HTML, iOS and Android. Annual subscription includes maintenance and support. 10-user license for Testers and Subject Matter Experts. Integrates with automation test frameworks and CI servers.	EA	\$29,750.63
511210	WSASSURE-S508-SaaS-10	WorldSpace Assure for Section 508. SaaS. Annual subscription includes maintenance and support. 10-user license for Testers and Subject Matter Experts. Includes initial installation and default configuration on supported platforms using AWS cloud.	EA	\$44,508.82
511210	WSASSURE-S508-OnPrem-10	WorldSpace Assure for Section 508. On-premise. Annual subscription includes maintenance and support. 10-user license for Testers and Subject Matter Experts. Includes initial	EA	\$52,942.07

		installation and default configuration on supported platforms.		
511210	Setup-WSCOMPLY-RaaS-S508	Initial setup of WorldSpace Comply, Report-as-a-Service. Configuration and initial report based on scanning of website critical pages and flows (not to exceed 200 pages or 10 critical transactional flows).	EA	\$37,481.11
511210	WSCOMPLY-RaaS-S508	WorldSpace Comply, Report-as-a-Service (RaaS), based on Section 508 refresh standards. Deque will perform monthly accessibility scans and will report on website critical pages and flows (not to exceed 200 pages or 10 critical transactional flows). Purchase of "Setup-WSCOMPLY-RaaS-S508" is required.	EA	\$14,758.19
511210	Custom Dashboard-WSCOMPLY-S508	Custom implementation for a WorldSpace Comply Dashboard that will document program status and accomplishments based on Section 508 standards. Provides the Section 508 PMO with valuable tools to monitor program progress and support accessibility awareness and adoption.	EA	\$23,659.95
511210	Custom Dashboard-WSATTEST-S508	Custom implementation for a WorldSpace Attest Dashboard that will document program status and accomplishments based on Section 508 standards. Provides the Section 508 PMO with valuable tools to monitor program progress and support accessibility awareness and adoption.	EA	\$46,851.39
511210	Custom Dashboard-WSASSURE-S508-TT	Custom implementation for a WorldSpace Assure Dashboard that will document program status and accomplishments based on Section 508 and Deque's Trusted Tester standards. Provides the Section 508 PMO with valuable tools to monitor program progress and support accessibility awareness and adoption.	EA	\$23,659.95
54151S	Section 508 and Trusted Tester PDF Remediation of a simple complexity page	Section 508 and Trusted Tester remediation of PDF page or form with WorldSpace Assure for increased efficiency. Simple complexity forms may include but are not limited to the following: Text, Images, Tables, Headers, Footers, Columns, URLs, and Lists.	Task	\$31.04
54151S	Section 508 and Trusted Tester PDF	Section 508 and Trusted Tester remediation of a PDF page or form with	Task	\$34.92

	Remediation of a medium complexity page	WorldSpace Assure for increased efficiency. Medium complexity forms may include but are not limited to the following: Text, Images, Tables, Headers, Footers, Columns, URLs, and Lists; and further, may also include complex items such as Tables, Graphs/Charts, and Equations.		
54151S	Section 508 and Trusted Tester PDF Remediation of a complex complexity page	Section 508 and Trusted Tester remediation of PDF page or form with WorldSpace Assure for increased efficiency. Complex pages may include but are not limited to the following: Tables, Graphs/Charts, Equations, and Media.	Task	\$42.68
54151S	Section 508 and Trusted Tester PDF Testing of a page or form	Section 508 and Trusted Tester testing of PDF page or form with WorldSpace Assure for increased efficiency. Complex forms may include but are not limited to the following: Tables, Graphs/Charts, Equations, and Media.	Task	\$38.80
54151S	Section 508 and Trusted Tester testing of a screen view for websites, web applications and digital services per page	Section 508 and Trusted Tester testing of screen view by a Section 508 Subject Matter Expert.	Task	\$1,144.60
54151S	Section 508 and Trusted Tester remediation of a screen view for websites, web applications and digital services	Section 508 and Trusted Tester remediation of screen view by a Section 508 Senior Subject Matter Expert.	Task	\$1,406.50
54151S	Amaze Overlays for a simple complexity web page	Amaze Overlay development for Section 508 compliance for a simple complexity web page. Tasks will be performed by Developers, Subject Matter Experts, and Project Managers. Tasks include: (i) assess webpage to find accessibility issues; (ii) document and understand accessibility issues and expected behaviors; (iii) research potential fixes; (iv) code, unit test, and promote fixes; and (v) re-assess webpage after fixes are applied in order to validate results. The scope and duration of each task varies by page complexity. These pages primarily contain text content with very few images. An example would be a 'Terms of Use' page, however, if page headers	Task	\$14,550.00

		and/or footers are used, the complexity will increase. Few web pages fit this category.		
54151S	Amaze Overlays for a medium complexity webpage	Amaze Overlay development for Section 508 compliance for a medium complexity webpage. Tasks will be performed by Developers, Subject Matter Experts, and Project Managers. Tasks include: (i) assess webpage to find accessibility issues; (ii) document and understand accessibility issues and expected behaviors; (iii) research potential fixes; (iv) code, unit test, and promote fixes; and (v) re-assess webpage after fixes are applied in order to validate results. The scope and duration of each task varies by page complexity. The page may contain simple complexity content as well as forms and images that initiate action.	Task	\$16,490.00
54151S	Amaze Overlays for a complex complexity webpage	Amaze Overlay development for Section 508 compliance for a complex complexity web page. Tasks will be performed by Developers, Subject Matter Experts, and Project Managers. Tasks include: (i) assess webpage to find accessibility issues; (ii) document and understand accessibility issues and expected behaviors; (iii) research potential fixes; (iv) code, unit test, and promote fixes; and (v) re-assess webpage after fixes are applied in order to validate results. The scope and duration of each task varies by page complexity. These pages may contain medium complexity content as well as large forms, embedded content, complex tables, several actionable controls, maps, etc.	Task	\$19,400.00
611420	All instructor-led onsite training	Section 508 instructor-led onsite training, per course up to 25 students. T&E not included. Per day rate quoted.	per course per day	\$11,602.02

END USER LICENSE AGREEMENT

This End User License Agreement (“Agreement”) is between the Government Customer, as defined below, having its principal place of business at the address contained in the Order Form attached hereto as Exhibit A, and the GSA Multiple Award Schedule (MAS) Contractor, Deque Systems, Inc. (“Deque”) with its principal place of business at 381 Elden Street, Suite 2000, Herndon, VA 20170, USA. This Agreement governs the Customer’s use of the Commercial Computer Software and associated Commercial Computer Software Services and the Documentation made available for use with such Commercial Computer Software. “You”, “Customer”, “Government Customer” or “Licensee” mean the Government Customer (Agency) who, under the GSA MAS Program, is the “Ordering Activity,” as defined below.

RECITALS

WHEREAS, Deque is an expert in the field of accessibility Commercial Computer Software and services;

WHEREAS, Deque provides such accessibility Commercial Computer Software and services to its customers;

WHEREAS, Licensee desires to license such accessibility Commercial Computer Software and services from Deque; and

WHEREAS, Deque desires to provide such accessibility Commercial Computer Software and services to Licensee under the terms and conditions of this Agreement and the Order Form.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the parties hereby agree as follows:

1. DEFINITIONS.

1.1 “Applicable Laws” means all United States federal, state, and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, interpretive letters, and other official releases of any US Governmental Authority, in each case as amended, consolidated, supplemented, or replaced from time to time.

1.2 “Contracting Officer” means the United States Government contracting officer.

1.3 “Deque University” means the Deque on-line learning management system modules listed on the Order Form.

1.4 “Domain” means an Internet domain, i.e., all addressable URLs having the same letters and numbers to the left of the period adjacent to the top-level domain and after any period that precedes the period adjacent to the top-level domain which are owned by Licensee and which ownership can be

verified by internet tools (ex. "WHOIS"). For example, (a) "domainname.com" and "domainname.net" are separate Domains and (b) "domainname.com" and "mail.domainname.com" are parts of the same Domain.

1.5 "Governmental Authority" means any US federal, state, and local government, quasi-governmental, judicial, public, or statutory instrumentality, authority, body, agency, bureau. or entity with authority to bind Licensee or Deque at law.

1.6 "FAR" means the Federal Acquisition Regulation.

1.7 "GSAR" means the General Services Administration Acquisition Regulation.

1.8 "Licensee Data" means data, information or material uploaded or routed to the Commercial Computer Software, transmitted using the Commercial Computer Software or otherwise provided to Deque in any medium by Licensee or third parties, together with any derivative works made therefrom. Licensee Data does not include Restricted Data.

1.9 "MAS Contract" means the Multiple Award Schedule Solicitation 47QSMD20R0001 and the Information Technology Code F Category Attachment thereto.

1.10 "Open Source Commercial Computer Software" means any Commercial Computer Software, documentation or other material that contains, or is derived (in whole or in part) from, any Commercial Computer Software, documentation or other material that is distributed as free Commercial Computer Software, open source Commercial Computer Software (e.g., Linux) or similar licensing or distribution models, including, but not limited to Commercial Computer Software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

1.11 "Order Form" means the ordering document attached hereto as Exhibit A and Exhibit A-1 that describes the Commercial Computer Software and Start-Up Services and specifies restrictions on the use of the Commercial Computer Software and the fees therefore. The term "Order Form" shall include any subsequent ordering document for Commercial Computer Software signed by the parties specifically referencing this Agreement.

1.12 "Ordering Activity" means an "entity authorized to order under GSA Schedule Contracts" as defined in Government Order OGP 4800.21 ("GSA Order"), as such order may be revised from time to time.

1.13 "Commercial Computer Commercial Computer Software and Documentation" means specific Commercial Computer Software products and associated documentation for the Commercial Computer Commercial Computer Software listed on the Order Form that are licensed to Licensee by Deque hereunder.

1.14 "Commercial Computer Software Services" means Hosting, Start-Up Services and Support and Maintenance Services directly related to the use of the Commercial Computer Software licensed hereunder.

1.15 “Start-Up Services” means the implementation, configuration and training services contained in Exhibit A-1 hereunder and provided by Deque to assist Licensee in the setup and use of the Commercial Computer Software.

1.16 “Support and Maintenance Services” means the services included with the subscription Commercial Computer Software and described on Exhibit A.

1.17 “Users” means employees, contractors, outsourcers, representatives, agents and consultants of Licensee and its’ Affiliates who are authorized by Licensee to use the Commercial Computer Software under this Agreement and have been supplied user identifications and passwords by Licensee or by Deque at Licensee’s request.

2. LICENSE GRANT

2.1 Deque Responsibilities. During the Term of this Agreement, Deque agrees to license, maintain, and support the Commercial Computer Software and make them available to Licensee via the Internet or other data transmission system, pursuant to the terms and conditions of this Agreement and the applicable Order Form. Deque also agrees to host the Commercial Computer Software if requested by Licensee.

2.2 Grant of License and Access. Deque grants to Licensee and its authorized Users, the non-exclusive, non-refundable, non-transferable right to install and use the Commercial Computer Software as expressly stated in the Order Form on Licensee owned Domains only. Licensee and its authorized Users may access and use the Commercial Computer Software during the Term solely for Licensee’s internal business purposes only. The Commercial Computer Software is licensed by Deque, not sold. Deque reserves to itself all rights in the Commercial Computer Software that are not expressly granted by this Agreement. Licensee obtains no right, title, or interest in the Commercial Computer Software or any of the associated materials, or any right, title, or interest to any intellectual property rights in the Commercial Computer Software, other than as expressly set forth in this Agreement. Title in, and full ownership of, the Commercial Computer Software and all materials relating to the Commercial Computer Software and supplied to Licensee by Deque shall remain in Deque.

2.3 Copy and Use Restrictions

- (a) Licensee may copy the Commercial Computer Software as reasonably necessary for backup, archival or disaster recovery purposes. Licensee may reproduce printed Documentation in its entirety for internal use only.
- (b) Licensee may not, and may not allow any third party to:
 - i. Copy any Commercial Computer Software except to make a backup that is never used in production when the primary copy of the Commercial Computer Software is available to Licensee for use
 - ii. Decompile, disassemble, decrypt, or reverse engineer the Commercial Computer Software or attempt to derive the source code for any part of the Commercial Computer Software;
 - iii. Encumber any right in the Commercial Computer Software in favor of a third party, whether by agreement, operation of law, or otherwise;

- iv. Remove from the Commercial Computer Software or Documentation any product identification or proprietary rights notices;
- v. Sell, lease, lend, or sublicense the Commercial Computer Software or Documentation to any third party;
- vi. Use the Commercial Computer Software for timesharing or service bureau purposes;
- vii. Modify or create derivative works of the Commercial Computer Software (except that Licensee's code written to published APIs for the Commercial Computer Software will not be deemed a derivative work);
- viii. Make copies of the Documentation other than as expressly permitted by this Agreement; or
- ix. Publish or disclose to any third party the results of any benchmark tests or other evaluation performed on the licensed Commercial Computer Software without the prior written consent of Deque; or
- x. Otherwise use or copy the Commercial Computer Software except as expressly provided herein.

2.4 User Access. Where applicable, Deque will deliver to Licensee all user IDs and passwords necessary for Licensee to access the Commercial Computer Software in accordance with this Agreement. User subscriptions cannot be shared or used by more than one User but may be reassigned by Licensee. Any additional User subscriptions added during the Term shall be coterminous with the then current subscription Term, and the fee for the additional User subscriptions shall be the same as that for the pre-existing subscriptions, prorated if necessary, for the remainder of the Term.

2.5 Licensee Responsibilities. Licensee agrees to provide Deque with all cooperation and information reasonably necessary or desirable to implement the Commercial Computer Software for Licensee. Licensee shall be solely responsible for providing, maintaining, and ensuring compatibility with the Commercial Computer Software, including securing Internet access connections. Licensee will use commercially reasonable efforts to prevent unauthorized access to or use of the Commercial Computer Software.

2.6 Licensee Data. Licensee warrants and represents that it owns all right, title and interest in and to the Licensee Data, or possesses or will possess all legally valid rights in the Licensee Data. Licensee is solely responsible for the accuracy, quality, integrity, reliability, and appropriateness of the Licensee Data. Licensee Data is and shall remain the sole property of Licensee. Unless otherwise specifically stated in the Order Form, Licensee Data is deemed to be the Confidential Information of Licensee. During the Term of this Agreement, Licensee grants to Deque a limited, non-exclusive, non-sublicensable, non-transferable license to capture, copy, store, transmit, maintain, access, and display the Licensee Data solely to the extent necessary to provide the Subscription Services to Licensee under this Agreement. Deque may not use the Licensee Data for any other purpose. If the Commercial Computer Software is hosted by Deque, Deque will maintain the security and integrity of the Licensee Data and will inform Licensee of any third party who requests or obtains access to the Licensee Data. Deque will be responsible for backing up the Licensee Data on an agreed schedule. Upon termination or expiration of this Agreement for any reason, Deque will provide Licensee with the Licensee Data, destroy all copies

thereof and upon Licensee's request certify the same to Licensee in writing, provided that Licensee Data on back-up media may be destroyed or recycled according to Deque's retention schedule for such media.

2.7 Open Source Commercial Computer Software. The Commercial Computer Software as documented on the Order Form may contain Open Source Commercial Computer Software components. Such Open Source Commercial Computer Software is provided to Licensee in compliance with the applicable Open Source license and shall not require Licensee to execute additional documentation prior to the utilization of the Commercial Computer Software provided hereunder by Deque. Deque shall maintain compliance with any associated license agreements pertaining to such Open Source Commercial Computer Software.

2.8 Deque University Training. The on-line Training modules identified on the Deque University Order Form, attached hereto as Exhibit B.

3. COMMERCIAL COMPUTER SOFTWARE SERVICES

3.1 Commercial Computer Commercial Computer Software Start-Up Services. If the event the Order Form includes Start-Up Services, such services shall include implementation, configuration and training as more fully described on Exhibit A-1 and will be governed by the terms of this Agreement. Other professional services not referenced herein will be considered out of the scope of this Agreement and shall be governed under a separate consulting services agreement and statement of work.

3.2 Commercial Computer Commercial Computer Software Hosting Services. If Deque is providing hosting services, subject to the terms and conditions of this Agreement, Deque shall provide the Commercial Computer Software during the Term of this Agreement on a 24/7 basis according to the service levels set forth in Exhibit A, it being understood that the Commercial Computer Software may be inaccessible or inoperable from time to time for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Deque may undertake from time to time; or (iii) causes beyond the control of Deque or which are not reasonably foreseeable by Deque, including, without limitation, interruption or failure of telecommunication or digital transmission links, delays or failures due to Licensee's Internet access connections, hostile network attacks, network congestion or other Force Majeure Events (defined in Section 12 of this Agreement). Licensee agrees that Deque has no control over the stability and throughput speed of the Internet or other data transmission systems used by Licensee.

3.3 Commercial Computer Commercial Computer Software Support and Maintenance Services. Deque shall provide the Support and Maintenance Services for any Subscription Commercial Computer Software licensed hereunder in accordance with the Service Levels and as described in Exhibit A, for a term of 12 months beginning on the original delivery date of the Commercial Computer Software or if a renewal, from the commencement date of the Renewal Term.

4. MODIFICATIONS AND ECONOMIC PRICE ADJUSTMENTS

4.1 Modifications. During the term of this Agreement, Deque may request contract modifications in accordance with GSAR 552.238-82 Modifications (Federal Supply Schedule) (May 2018) (Alternate II – May 2019).

4.2 Economic Price Adjustments. During the term of this Agreement, Deque may request economic price adjustments in accordance with I-FSS-969 Economic Price Adjustment – FSS Multiple

Award Schedule (Oct 2014) (Alternate II – Jul 2016) and GSAR 552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts (Sept 1999) (Deviation II – Jul 2016).

5. RELATIONSHIP OF THE PARTIES.

Deque shall furnish all Commercial Computer Software Services as an independent contractor. All personnel utilized by Deque in the furnishing of the Commercial Computer Software Services shall be employees of Deque and under no circumstances shall be deemed employees of Licensee. Deque shall be fully responsible for all acts and omissions of such personnel. Deque shall bear sole responsibility for payment of compensation to its personnel. Deque shall withhold (if applicable), pay and report, for all personnel assigned to the Start-Up Services, federal, state, and local income tax withholding, social security taxes, employment head taxes, unemployment insurance, and any other taxes or charges applicable to such personnel as employees of Deque. Deque shall bear sole responsibility for any health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. Deque agrees to defend, indemnify, and hold harmless Licensee, Licensee's officers, directors, employees and agents, any benefit plan sponsored by Licensee, and any fiduciaries or administrators of any such benefit plan, from and against any claims, liabilities, or expenses relating to any claim by Deque's personnel for compensation, tax, insurance, or benefits from Licensee or any benefit plan sponsored by Licensee.

6. TERM.

6.1 Agreement. This Agreement will commence on the Effective Date and remain in full force and effect until terminated by either party in accordance with Section 9 herein.

6.2 Order Form. The term of an Order Form shall commence on a mutually agreed upon date between the Ordering Activity and Deque and shall continue for 12 consecutive months (the "License Term").

7. INVOICING AND PAYMENT.

7.1 Fees. Deque's fees for the Commercial Computer Software and Start-Up Services are set forth on Exhibit A. All prices are stated in United States dollars.

7.2 Invoicing. Deque shall submit all invoices electronically to the email address identified on Exhibit A. Each invoice shall include a detailed description of products and services rendered to Licensee. Deque will not pay a fee to Licensee or any Licensee Third Party Vendor Portals to submit invoices or receive payments. Deque pricing does not include any fees for access to vendor portals that Licensee may specify.

7.3 Payments. Payments by the United States Government are governed by the Prompt Payment Act, 31 U.S.C. § 3903, which provides for payment within thirty (30) days and provides a United States Treasury-set rate for interest due on late payments. For clarity, the charges invoiced to Licensee by Deque in accordance with Exhibit A shall be payable by Licensee within thirty (30) days of Licensee's receipt of each invoice.

7.4 Expenses. Deque may invoice Licensee for the reasonable and actual out-of-pocket travel related expenses incurred by Deque's employees in connection with the performance of Deque's obligations hereunder. All allowable expense reimbursement requests by Deque will be submitted as part of Deque's invoice and shall include supporting documentation, if required. All expenses must comply with

GSA guidelines as detailed at: <https://www.gsa.gov/travel/plan-book/per-diem-rates> and with the GSA Schedule contract terms and conditions.

7.5 Books and Records. Deque shall maintain complete and accurate books, records, information, and documentation of Deque's performance under this Agreement. Deque shall retain such records for a period of three (3) years from the date of completion of the Start-Up Services. Licensee, or its designated representatives, will have the right, upon reasonable notice, and during regular business hours, to access and review such books, records, information, and documentation for the purpose of ensuring Deque's compliance with all terms and conditions of this Agreement.

8. REPRESENTATIONS AND WARRANTIES.

Deque represents and warrants the following:

- a) It is the owner of the Commercial Computer Software or otherwise has the right to grant Licensee the rights and license set forth in this Agreement.
- b) The functionality of the Commercial Computer Software will not be materially decreased from that available as of the Effective Date;
- c) The Services will be performed by qualified personnel in a thorough and workmanlike manner;
- d) The Commercial Computer Software will conform in material respects to the specifications, functions, descriptions, standards, criteria and operate in accordance with the Order Form and any associated Documentation;
- e) The Commercial Computer Software will not infringe upon or violate any patent, copyright, trade secret or other proprietary right of any third party;
- f) It will take commercially reasonable efforts to avoid the introduction, into the Commercial Computer Software or the Licensee Data, any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines" or other computer Commercial Computer Software routines designed: to permit access to or use of Licensee's computer systems by Deque or a third party not authorized by this Agreement; to disable, modify, damage or delete the Subscriber Data and any data, Commercial Computer Software, computer hardware or other equipment operated or maintained by Licensee; or to perform any other such similar actions. Technical limitations on the number of users, begin and end-dates of annual subscription licenses and any limitations on number of pages that define the terms of the license shall not be considered a breach of this Section 8.

8.1 Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, DEQUE PROVIDES THE COMMERCIAL COMPUTER SOFTWARE AS A STANDARD OFF THE SHELF PRODUCT PROVIDED TO LICENSEE AS IS.

DEQUE MAKES NO WARRANTY AND EXPRESSLY DISCLAIMS ANY LIABILITY RELATED THERETO, AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE COMMERCIAL COMPUTER SOFTWARE, GOODS OR SERVICES, EXPRESS OR IMPLIED, OTHER THAN THOSE MADE IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

ALL INFORMATION, COURSES, PRODUCTS AND DOCUMENTATION PERTAINING TO THE DEQUE UNIVERSITY WEBSITE ARE PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITIONS OF ANY KIND.

DEQUE DOES NOT REPRESENT OR WARRANT THAT THE USE OF ANY COMMERCIAL COMPUTER SOFTWARE, DOCUMENTATION, OR ANY OTHER GOOD, SERVICE, OR COMMERCIAL COMPUTER SOFTWARE PROVIDED BY DEQUE WILL RENDER ANY WEBSITE, GOOD, SERVICE, OR COMMERCIAL COMPUTER SOFTWARE APPROPRIATE OR COMPLIANT FOR USE BY ANY PARTICULAR PERSON FOR ANY PARTICULAR PURPOSE OR WITH ANY PARTICULAR LAW OR REGULATORY REGIME.

Under no circumstances may Licensee use the Commercial Computer Software, Documentation, or any other good, service, or Commercial Computer Software provided by Deque in connection with any good, service, or Commercial Computer Software that is to be used for any application where the failure or noncompliance of such good, service, or Commercial Computer Software is likely to result in personal injury (including, but not limited to, death) or property damage.

The Commercial Computer Software operates utilizing the Internet, which is not under the control of Deque, and which is inherently insecure. Deque makes no warranties, representations, or guarantees of any kind, express, implied, statutory, or otherwise, oral or written, with respect to the performance or security of the Internet.

THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. §§ 7101-7109.

9. TERMINATION

9.1 Termination. Termination of this Agreement or any Order Form under this Agreement shall be governed by the MAS contract, GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018), and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

9.2 Cooperation. During any period after which notice of termination has been given by either party under this Section 9, each party shall continue to fulfill its respective obligations under this Agreement, unless otherwise prohibited by law, and shall cooperate in the orderly wind-down of the parties' performance of this Agreement.

9.3 Survival. Sections 2, 3, 4, 5, 7-10 and 12-15 shall survive termination or expiration of this Agreement, in addition to any provisions that by their nature should, or by their own express terms do, survive, or extend beyond termination or expiration of this Agreement.

10. INTELLECTUAL PROPERTY INDEMNIFICATION.

10.1 Intellectual Property Indemnity. 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.

- (a) Deque shall indemnify, defend, and hold Licensee harmless from any claim by a third party that the Commercial Computer Software infringes any patent, copyright, or trade secret of that third party, which right arises under the law of a World Intellectual Property Organization Member State provided that:
 - (i) Licensee notifies Deque in writing within 30 days of the claim; and
 - (ii) Deque receives reasonable assistance from Licensee necessary to perform Deque's obligations hereunder; and
 - (iii) Deque has sole control over the defense and all negotiations for a settlement or compromise.
- (b) The foregoing obligation of Deque does not apply with respect to Commercial Computer Software or portions or components thereof:
 - (i) Not supplied by Deque;
 - (ii) Used in a manner not expressly authorized by this Agreement
 - (iii) Made in accordance with Licensee's specifications;
 - (iv) if the alleged infringement or misappropriation results from any customizations, modifications, alterations, or changes not developed by Deque;
 - (v) Combined with other products (hardware or Commercial Computer Software), processes or materials where the alleged infringement would not exist but for such combination;
 - (vi) Not the most current Update if infringement would have been avoided by use of the most current Update and Deque makes the same available to Licensee;
 - (vii) Where Licensee continues the allegedly infringing activity after being notified thereof and provided modifications that would have avoided the alleged infringement; or
 - (viii) To the extent that the rights of any third party asserted with regard to the Commercial Computer Software arise out of, or are connected with, claims (whether based in patent law or otherwise) to inventions, technologies, or methods that were in widespread unlicensed use by third parties as of the time the Commercial Computer Software was delivered to, or used by, Licensee or any affiliate of Licensee.
- (c) In the event that the Commercial Computer Software is held by a court of competent jurisdiction to constitute an infringement or the use of the Commercial Computer Software is enjoined (or Deque reasonably believes that any of the foregoing are reasonably likely to occur) Deque may, at its option, do one of the following things.

- (i) Procure for Licensee the right to continue use of the Commercial Computer Software;
 - (ii) Provide a modification to the Commercial Computer Software so that its use becomes non-infringing, which modification Licensee must immediately implement;
 - (iii) Replace the Commercial Computer Software with Commercial Computer Software that is substantially similar in functionality and performance; or
 - (iv) If none of the foregoing alternatives is reasonably available to Deque, Deque shall refund a pro-rata portion of any fees that were pre-paid.
- (d) This Section 10 states Deque's sole liability and Licensee's exclusive remedy for any claim by a third party that the Commercial Computer Software, Documentation, or any other good, service, or Commercial Computer Software provided by Deque infringes upon, violates, or misappropriates any right of a third party.

10.2 Indemnification Procedure. Each party shall promptly give the other party notice of any Claim or Loss asserted by a third party for which a party seeks indemnity under this Article 10 (each a "Third Party Claim"). Deque shall not impede on the rights of The United States Department of Justice to represent the Customer in the defense and settlement of Third Party Claims; provided, however, that: (i) Deque will be entitled to participate in the defense of such Third Party Claim and to employ legal advisers at its own expense to assist in the handling of the Third Party Claim; and (ii) without the Licensee's prior written consent: (1) no compromise or settlement may contain any finding or admission of any violation of law or any violation of the rights of any person by or on behalf of the Licensee; (2) no compromise or settlement may give rise to any other claim that may be made against Licensee; (3) the sole relief provided in any compromise or settlement shall be monetary damages that are paid in full by Deque; and (4) the compromise or settlement shall include, as an unconditional term, in form and substance reasonably satisfactory to the Licensee, the claimant's or the plaintiff's release of the Licensee from all liability in respect of the Third Party Claim. The Licensee will provide reasonable assistance to Deque (at the Deque's expense), including reasonable assistance from the Licensee's employees, agents, independent contractors, and Affiliates, as applicable.

11 INSURANCE COVERAGE.

At all times during the Initial Term and any Renewal Term, Deque shall carry and maintain at its own cost and expense the following corporate insurance policies and limitations.

Policy Type	Coverage Limit
Commercial General Liability	\$2,000,000.00/each occurrence \$4,000,000.00/general aggregate \$4,000,000.00/Products –Comp/Op Aggregate
Automobile Liability	\$2,000,000.00/combined single limit
Umbrella Liability	\$2,000,000.00/each occurrence/aggregate

Policy Type	Coverage Limit
Workers Compensation	\$2,000,000.00/each occurrence/aggregate
Employee Theft – Client Premises	\$1,000,000.00
Professional Liability <ul style="list-style-type: none"> • Technology Errors and Omissions • Internet Liability and Privacy • Technology Products Liability • Multimedia and Advertising Liability • Cyber Liability 	\$3,000,000.00/each claim

12. FORCE MAJEURE.

In accordance with GSAR 552.212-4(f) Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018).

13. CONFIDENTIALITY.

13.1 Confidential Information. Each party (a “Recipient”) shall maintain in strict confidence, and agrees not to disclose to any third party, except as necessary for the performance of this Agreement when authorized by the other party (a “Discloser”) in writing, Confidential Information that Recipient receives from Discloser or its Affiliates. “Confidential Information” means all non-public information of a competitively sensitive nature concerning Discloser, including, but not limited to, this Agreement; Discloser’s Trade Secrets, as defined by applicable state law; and any other non-public information (whether in writing or retained as mental impressions) concerning Discloser’s equipment; research and development; present and future projections; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; contracts and bids; and personnel.

13.2 Exclusions. Confidential Information does not include: information that is, or subsequently may become within the knowledge of the public generally through no fault of Recipient; information that Recipient can show was previously known to it as a matter of record at the time of receipt; information that Recipient may subsequently obtain lawfully from a third party who has lawfully obtained the information free of any confidentiality obligations; or information that Recipient may subsequently develop as a matter of record, independently of disclosure by Discloser.

13.3 Duration of Obligation. Recipient’s confidentiality obligations with respect to Confidential Information shall remain in effect until five (5) years after the termination or expiration of this Agreement; provided that, Recipient’s obligations hereunder with respect to Confidential Information consisting of Trade Secrets shall remain in effect for as long as governing law allows.

13.4 Third Party Information. The confidentiality provisions herein apply to and shall also protect Confidential Information of third parties provided by Discloser to Recipient.

13.5 Court Order. Notwithstanding the foregoing restrictions in this Section 13, Recipient may disclose Confidential Information or Trade Secrets to the extent required by an order of any United States court or other United States Governmental Authority, but only after Recipient has notified Discloser and

Discloser has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

13.6 Retention. Recipient shall not retain Confidential Information any longer than is reasonably necessary to accomplish the intended purposes for which it was transferred as set forth in this Agreement or applicable Order Form. Upon the earlier termination of this Agreement or the written request of Discloser, Recipient shall delete and/or destroy all of Discloser's Confidential Information in Recipient's possession, including any copies thereof, and shall deliver a written statement to Discloser within 15 days of Discloser's request confirming that Recipient has done so.

14. COMPLIANCE.

14.1 Compliance with Laws. As applicable to each party's respective obligations under this Agreement, and notwithstanding anything to the contrary in this Agreement, each party shall comply with and cause each of its employees, agents, and subcontractors to comply with, Applicable Laws, and shall obtain all licenses, permits, permissions and consents which may be required of it by any US Governmental Authority.

14.2 U.S. Government Users. The Commercial Computer Software and Documentation provided are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Commercial Computer Software" and "Commercial Computer Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §§227.7202-1 through 227.7202-4, 48 C.F.R. §52.227-19 and other relevant sections of the Code of Federal Regulations, as applicable. Deque's publications, commercial computer Commercial Computer Software, and commercial computer Commercial Computer Software documentation are distributed and licensed to United States Government end users only as a Commercial Item and with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and Commercial Computer Software documentation, and the terms and conditions in this Agreement.

14.3 Export Compliance. All materials provided by Deque hereunder shall be delivered to Licensee on a F.O.B. (UCC 2-319) shipping point basis, including electronic posting for download. Unless an appropriate license, exemption, or similar authorization has been duly obtained, Licensee will not, nor will Licensee authorize or permit Licensee's employees, agents, successors, or any other person to, export or re-export the Commercial Computer Software, the Documentation, or any services provided under this Agreement to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Licensee will undertake and perform all 'denied party screening' or similar obligations imposed by or arising under applicable laws or regulations. To the extent applicable, the commodities, technology, and/or Commercial Computer Software delivered under this Agreement will be/were exported from the United States or other country of origin in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to United States or other applicable law is prohibited.

15. GENERAL PROVISIONS.

15.1 Interpretation. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires: (b) the word "including" and

words of similar import shall mean “including, without limitation;” (c) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (d) references to “days” or a “day” shall mean a calendar day, unless otherwise stated; and (e) as this Agreement is the product of negotiations between the parties and their respective counsel, no provision or section of this Agreement shall be construed against either party by reason of ambiguity of language, rule of construction against the draftsman, or similar doctrine.

15.2 Notices. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address or to its fax number, as appropriate, as set forth below the parties’ signatures hereto. Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, or on the third day following the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving prior written notice thereof, either party may from time to time and at any time change its mailing address or fax number hereunder.

15.3 Governing Law. This Agreement is subject to and governed by the Contracts Disputes Act, 41 U.S.C §§ 7101-7109; Federal Tort Claims Act, 28 U.S.C. §1346(b); and GSAR 552.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018). The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the federal laws of the United States.

15.4 Trademarks. Neither party may display or refer to the other party’s proprietary indicia, trademarks, service marks, trade names, logos, symbols and/or brand names (“Marks”) without the advance written approval of that party, which approval may be withheld with or without cause. Each party agrees that it will not assert, directly or indirectly, any right, title, or interest in, or to, the other party’s Marks or register or attempt to register any trademarks, trade names or other proprietary indicia confusingly similar to the Marks of the other party. Neither party grants any rights in the Marks or in any other trademark, trade name, service mark, business name or goodwill of the other except as expressly permitted hereunder or by separate written agreement of the parties. Any use of the other party’s Marks shall inure to the benefit of such other party as owner, and the use of either party’s Marks in conjunction with the other party’s Marks shall not create a unitary or composite mark. Upon expiration or termination of this Agreement for any reason, each party shall immediately discontinue use of the other party’s Marks and shall not thereafter use any expression in connection with any business in which such party may thereafter be engaged which, in the reasonable judgment of other party so nearly resembles its Marks as may be likely to lead to confusion or uncertainty on the part of the public.

15.5 Novation. Any assignment is subject to review by the United States Government Contracting Officer in accordance with the novation process set forth in FAR 42.12.

15.6 Successors and Assigns; No Third-Party Beneficiaries. This Agreement is legally binding upon and inures to the benefit of the parties and their permitted successors and assigns. No third party is intended to benefit from, nor may any third party seek to enforce, any of the terms of this Agreement.

15.7 Relationship of the Parties. Nothing contained in this Agreement shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant

between the parties, or to grant either party the right or authority to assume, create or incur any liability or obligation of any kind, express or implied, against, in the name of, or on behalf of, the other party.

15.8 Waiver. The failure of a party to enforce any of the provisions of this Agreement, or to exercise any option provided in this Agreement, or to require performance by the other party of any of the provisions in this Agreement, is not a present or future waiver of such provisions and does not affect the validity of this Agreement or the right of the party to enforce each provision of this Agreement thereafter. The express waiver (whether one or more times) by a party of any provision, condition or requirement of this Agreement does not constitute a waiver of any future obligation of the other party to comply with such provision, condition, or requirement.

15.9 Savings Clause. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

15.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which, taken together, constitutes a single enforceable agreement.

[Remainder of page left blank intentionally, Exhibits A-B appear on the following page]



EXHIBIT A
ORDER FORM #__

COMMERCIAL COMPUTER SOFTWARE

Licensee hereby licenses the following annual subscription-based Commercial Computer Software products from Deque under this Agreement and Order Form. The License Term shall commence upon the 1st day of the month following the Agreement Effective Date and continue for 12 consecutive months.

COMMERCIAL COMPUTER SOFTWARE PRODUCT AND PLATFORM	SAAS / ON-PREMISE	LICENSE TYPE

COMMERCIAL COMPUTER SOFTWARE SERVICES

Commercial Computer Software-as-a-Service (SaaS)

Where Commercial Computer Software is listed above as being provided as SaaS, Deque will host such Commercial Computer Software via Amazon Web Services, or other designated 3rd party, and make such Commercial Computer Software available to Licensee at the outermost point on Deque's firewall connection to the public Internet (the "Demarcation Point") for the terms of the license. Licensee must provide all hardware, Commercial Computer Software, and connectivity necessary to access the Commercial Computer Software through the public Internet at the Demarcation Point.

SaaS Service Level

Deque will use commercially reasonable efforts to cause the Commercial Computer Software to be so available at least 99% 24x7x365 not counting scheduled maintenance of which Deque notifies Licensee and not counting time during which Deque is prevented by acts, omissions, or conditions beyond Deque's reasonable control.

Start-Up Services

Deque shall provide Commercial Computer Software Start-Up Services for each Commercial Computer Software product identified above. A detailed description of Start-Up Services is contained in Exhibit A-1. Deque and the Customer will mutually agree on the commencement date of the Start-Up Services.

Support and Maintenance Services

Deque shall provide the Support and Maintenance Services for any Licensed Commercial Computer Software provided hereunder for a term of 12 months beginning on the original delivery date of the Commercial Computer Software.

Standard Support and Maintenance.

Deque shall provide technical assistance to Licensee regarding the installation and use of the Commercial Computer Software via one of the methods listed below ("Service Request")

Telephone Support: 703-225-0380 extension 281

Email Support: helpdesk@deque.com

Support and Maintenance Service Level

Deque will respond to each Service Request within the Service Level below.

Standard Support Business Hours:

Monday – Friday (excluding Deque Annual Holidays)

8:00 AM to 6:00 PM Eastern Time

Service Requests received during the support business hours listed above will be returned within two (2) business hours.

All Service Requests received after 6 PM ET will be returned before 9:00 AM ET the following morning.

Each Service Request will be evaluated, and critical Service Requests will be escalated as required.

If support is required outside our standard support business hours, the support session must be scheduled at least two (2) business days in advance. Support provided outside normal support business hours will be invoiced at Deque's then-current standard billing rate.

Deque Annual Holidays

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Commercial Computer Software Updates

Deque shall make available to Licensee each minor and major functional release of the Commercial Computer Software that Deque makes generally available without additional charge to its licensees to replace a prior Commercial Computer Software release ("Updates"). Updates do not include any releases or future products that Deque licenses separately. A major functional release is indicated by a change in the first digit of a version number, e.g., from 4.0.0 to 5.0.0; a minor functional release is indicated by a change in the second digit, e.g., from 4.0.0 to 4.1.0. Maintenance releases which are indicated by a change in the third digit of a version number, e.g., from 5.0.1 to 5.0.2, are provided as needed.

Bug Fixes

Deque shall exercise commercially reasonable efforts to correct any reproducible malfunction of the Commercial Computer Software reported to Deque by Licensee that prevents the Commercial Computer Software from performing in accordance with the operating specifications described in the then current Documentation.

Retirement of Releases

Support and Maintenance Service is provided for the current and one (1) previous release of the Commercial Computer Software. Releases that are not the current or one (1) previous release will be retired. Deque shall not be responsible for maintaining or supporting retired versions of the Commercial Computer Software. In all events, however, telephone and email support services are provided with respect to "how-to" use questions for a retired version of the Commercial Computer Software for 12 months following its retirement.

Support Exclusions

Deque shall have no obligation to support: (i) Commercial Computer Software modified without Deque's written consent, or (ii) use of the Commercial Computer Software other than as provided in the Documentation, (iii) use of the Commercial Computer Software other than in accordance with the terms of this Agreement, or (iv) changes in the Licensee hosted environment that cause the Commercial Computer Software not to function in accordance with the Documentation (v) on-premise installations and installation support.



On-Premise Hosting

Where Commercial Computer Software listed above is being hosted within Licensee's infrastructure (On-Premise), the parties may enter into a separate SOW for on-premise Commercial Computer Software installation services, if the Licensee's environment requires activities or integrations that are not included in the standard Start-Up Services contained in Exhibit A-1. On-Premise Commercial Computer Software Start-Up Services are limited to one (1) server installation.

Backups

Licensee must ensure critical data has been backed up prior to Deque's personnel providing Commercial Computer Software Support and Maintenance Services.

FEE SCHEDULE

The Subscription License Fee includes Support & Maintenance & Deque Hosting Services. Start-Up Services Fees include travel and expenses within the contiguous 48 states.

COMMERCIAL COMPUTER SOFTWARE/SERVICES DESCRIPTION	ANNUAL SUBSCRIPTION FEE	START UP SERVICES FEE (ONE-TIME)	TOTAL USD
	\$	\$	
Initial Term Total			\$

Invoicing Instructions

Deque will invoice the Initial Term of the licensed Commercial Computer Software in accordance with the Agreement and this Order Form with payment due in accordance with the Agreement.

Deque will invoice the Start-Up Services identified above in advance upon signature of the Order Form with payment due in accordance with the Agreement.

END USER Address

Order Form Terms

"Active User" means the number of users permitted to be logged in at the same time. Client is allowed to reassign licenses to different users without limitation as long as the number of Active Users does not exceed the number of licenses purchased in Item 1 of this Order Form.

"User Pack" means the number of developer Active User licenses licensed. Client is allowed to reassign developer licenses to different Users without limitation as long as the number of Active Users does not exceed the number licensed at any time during the Order Form Term.

"Pages" means the applicable license permits analysis by the Commercial Computer Software of the number of unique web pages (electronic content having its own URL) stated above. A page is not "unique" if it contains content identical to another web page in the same Domain or if the page resides on a non-production server when a production version of the page is active and available on a production server.

EXHIBIT A-1

WORLDSPACE PRODUCTS

START-UP SERVICES DESCRIPTION

WORLDSPACE ATTEST START-UP SERVICES

WorldSpace Attest HTML

This Start-Up Service equips one (1) web UI development team to begin using WorldSpace Attest to perform automated tests for accessibility as part of their code, build, test, and code-quality reporting process. The Deque Services team will work with one of the Licensee's UI development teams (Developers, DevOps Engineer, and Build Automation Engineer) to help them integrate WorldSpace Attest into their development and testing tool chain so they can begin to enjoy the benefits that WorldSpace Attest can provide.

To meet the engagement objectives, Deque will provide services which will enable the Licensee to run the automated accessibility checks provided by WorldSpace Attest as part of their code, build, test, and code-quality reporting process.

These Start-Up Services are performed at the Licensee site and will include the following:

A. Client access to WorldSpace Attest package

Deque will work with the Licensee to implement access to the WorldSpace Attest API, browser extension, and several executables from the Licensee environment.

- Deque will set up developer account(s) on an artifact repository manager, including an account for the Licensee's manager. Access to via SFTP will be provided to deliver the WorldSpace Attest package(s).

B. Browser extension setup

A WorldSpace Attest browser extension for Chrome or Firefox will be setup for a single team on at least one developer's computer (up to 10).

- Any team member will be able to interactively test for accessibility using the WorldSpace Attest browser extension for the specified browser (Chrome or Firefox).

C. Integration test on developer's machine

WorldSpace Attest will be integrated into one integration test using JavaScript, Java, or Ruby, and will be configured to work on a single developer's machine.

- Any team member will be able to include accessibility checks in their unit tests using the WorldSpace Attest Browser API.

D. Integration test in Continuous Integration environment

WorldSpace Attest will be integrated into one integration test using JavaScript, Java, or Ruby, and will be configured to work in the Continuous Integration environment.

- Automated builds will use the WorldSpace Attest JavaScript, Java, or Ruby API to generate reports of accessibility defects or fail builds.
- Automated tests that expose different states of the UI will test those UI states for accessibility by using the WorldSpace Attest JavaScript, Java, or Ruby API.

E. Accessibility reporting

The WorldSpace Attest integration test (in the Continuous Integration environment) will be modified to log the results for reporting purposes.

- Any team member will be able to access an HTML report created by WorldSpace Attest.
- Optionally,
 1. if Jenkins is used by the Licensee, the JUnit XML report generated by WorldSpace Attest will be shown in the UI of the Jenkins Continuous Integration server.
 2. If SonarQube is used by the Licensee, metrics for accessibility, based on data from WorldSpace Attest, will be shown on the SonarQube code quality dashboard.

F. Attest Training

The development team will be trained in the effective usage of WorldSpace Attest.

- Accounts will be setup for access to Deque University. These accounts will allow any team member to access detailed help information about each defect identified by WorldSpace Attest, including alternative strategies for fixing each defect.

G. Project Completion Report

The Deque Project Manager will deliver a report documenting the completion of the Start-Up Services. The Start-Up Services will be considered successfully completed when both parties sign the Project Completion Report.

WORLDSPACE ATTEST START-UP SERVICES

WorldSpace Attest Native Mobile - iOS or Android

The Start-Up Service equips one (1) mobile UI development team to begin using WorldSpace Attest to perform automated tests for accessibility as part of their code, build, test, and code-quality reporting process. The Deque Services team will work with one of the Licensee's mobile development teams to help them integrate WorldSpace Attest into their development and testing tool chain so they can begin to enjoy the benefits that WorldSpace Attest can provide.

To meet the engagement objectives, Deque will provide services which will enable the Licensee to run the automated accessibility checks provided by WorldSpace Attest as part of their code, build, test, and code-quality reporting process.

The Start-Up Services include the following:

A. Project Kickoff and Planning meeting

Client Attendees

- One (1) Android or one (1) iOS developer, depending on which WorldSpace Attest Native Mobile - iOS or Android platform is licensed.
- One (1) IT Security/Network Security specialist.

Agenda

- Discuss deployment options.
- Determine user accounts.
- Discuss schedule.

B. Client access to WorldSpace Attest package

Deque will work with Licensee to establish access to the WorldSpace Attest components from the Licensee environment.

- Deque will set up developer account(s) on Deque's artifact repository manager, including an account for the Licensee's manager.
- Alternatively, Deque will establish SFTP access to deliver the WorldSpace Attest package(s).
- Deque will email instructions and account information to Licensee's authorized Users.

C. Initial Meeting (remote)

Deque will lead a pre-implementation-training meeting to ensure Licensee has been able to access all artifacts and complete an installation.

Verify install

- Install on one developer machine - team member will be able to interactively test for accessibility using the WorldSpace Attest.
- Run Deque test example.

If Client has automated tests for the app UI, that are built using a supported test framework, Deque will work with the development team to integrate WorldSpace Attest into Licensee's iOS or Android test environment. This will enable Licensee to include accessibility checks in their automated tests. During the pre-training meeting, Deque and Licensee will also finalize the objectives and timing of any follow-on sessions.

D. Follow-on Session (remote)

Deque will lead a post-implementation training session to ensure Licensee has been able to achieve success in utilizing WorldSpace Attest Native Mobile – iOS and/or Android. Any challenges or issues will be scheduled for follow-up and resolution.

E. Project Completion, Begin Support Phase

The Deque Project Manager will deliver a report documenting the completion of the Start-Up Services. The Start-Up Services will be considered successfully completed when both parties sign the Project Completion Report.

WORLDSPACE ASSURE START-UP SERVICES

WorldSpace Assure

WorldSpace Assure offers flexibility to be configured locally or hosted by Deque. Deque accessibility experts will work directly with Licensee's subject matter experts to evaluate its unique needs to implement a WorldSpace Assure server that is catered specific to Licensee.

This service begins with a discovery session to understand Licensee's organization and any unique needs, and to determine if Assure will be configured locally or if the application will be hosted by Deque.

A. Integration

The Deque Services team will work directly with Licensee to assist with the installation and configuration of WorldSpace Assure.

The deliverables for the integration include the following:

1. Discovery Session Results / Feedback and recommendations.
2. A Licensee-specific instance of WorldSpace Assure -or- a locally hosted instance of WorldSpace Assure.
3. Accounts will be setup for access to WorldSpace Assure & Deque University, so users have access to product help.
4. If needed, additional Services provided for custom configuration.
5. Support contacts (helpdesk@deque.com).
6. Internal communication for new Licensee installations
7. Provide demonstration (using Licensee-specific environment):
 - Generate & review checklist
 - Perform guided evaluations using testing procedures tailored for non-accessibility experts
 - Capture issues automatically and manually
 - Export and share results (reporting / Excel dashboard)
 - Demonstrate how the results provide developers with clear issue explanations, steps to reproduce, and detailed remediation advice.

B. Training

A two-hour product training session will be delivered via the web (Live Go to Meeting) to one group which will teach the developers and automation team about WorldSpace Assure.

C. Project Completion Report

The Deque Project Manager will deliver a report documenting the completion of the Start-Up Services. The Start-Up Services will be considered successfully completed when both parties sign the Project Completion Report.

WORLDSPACE COMPLY START-UP SERVICES

WorldSpace Comply

This service begins with a discovery session with Licensee to understand their organization and determine any unique customer needs. This session helps Deque understand the structure of Licensee's digital properties to be able to set up the organization which is customized for Licensee.

A. Configuration

Deque experts will work directly with Licensee's WorldSpace Comply admins to perform the configuration after the install is complete.

The deliverables for Configuration include:

- Set up of one WorldSpace Comply Organization.
- Creation of up to two projects.
- Addition of up to 10 users.
- Creation of up to two User Groups.
- Integration with WorldSpace Attest extension.
- Schedule a scan.

B. Training

Training will be provided with up to 2- two-hour sessions delivered via the web (Live Go to Meeting) to one group, which will teach the admin team to set up organizations, projects, users, and user groups in WorldSpace Comply. Training will also include training on scheduling scans and understanding out of box WorldSpace Comply Dashboard reports.

C. Project Completion, Begin Support Phase

The Deque Project Manager will deliver a report documenting the completion of the Start-Up Services. The Start-Up Services will be considered successfully completed when both parties sign the Project Completion Report.

EXHIBIT B

Order Form



CUSTOMER NAME:

COURSE SELECTION				
#	Course	Number of Seats	Annual Fee per Seat	Extended Amount
1				
2				
3				
4				
5				
Total Annual Fee				
SUBSCRIPTION INFORMATION				
Annual subscription start date		To be negotiated between Deque and Ordering Activity		
Annual subscription end date		12 months from Start Date		

COMMERCIAL SUPPLIER AGREEMENT

This Commercial Supplier Agreement (“Agreement”) is by and between the Government Customer (“Client”), as defined below, having its principal place of business at the address contained in the Statement of Work, Work Order, or Task Order, and the GSA Multiple Award Schedule (MAS) Contractor, Deque Systems, Inc., a Commonwealth of Virginia corporation with its principal place of business at 381 Elden Street, Suite 2000, Herndon, VA 20170 (“Deque”). Deque and Client shall together be considered the “Parties” or individual as a “Party”.

RECITALS

WHEREAS, Deque is an expert in the field of accessibility software, services, and training;

WHEREAS, Deque provides such accessibility software, services, and training to its customers;

WHEREAS, Client desires to purchase accessibility services from Deque; and

WHEREAS, Deque desires to provide such accessibility services to Client under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

In addition to any other definitions contained in this Agreement the following words have the following meanings.

- (a) “Applicable Laws” means all United States federal, state, and local laws, statutes, regulations, rules, executive orders, supervisory requirements, directives, interpretive letters, and other official releases of any US Governmental Authority, in each case as amended, consolidated, supplemented, or replaced from time to time.
- (b) “Business Day” means a Monday, Tuesday, Wednesday, Thursday, or Friday upon which the United States Federal Reserve System is open for business.
- (c) “Confidential Information” means any information (a) disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation (collectively, the “Disclosed Materials”) and (b) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the Disclosed Materials. Information disclosed orally shall be considered Confidential Information. Confidential Information may also include information of a third party that is in the possession of one of the Parties and is disclosed to the other Party under this Agreement.
- (d) “Contracting Officer” means the United States Government contracting officer.

- (e) “Discloser” means the Party disclosing Confidential Information under this Agreement.
- (f) “Governmental Authority” means any United States federal, state, or local government, quasi-governmental, judicial, public, or statutory instrumentality, authority, body, agency, bureau, or entity with authority to bind Customer or Deque at law.
- (g) “Government Customer” means the Government Customer (Agency) who, under the GSA MAS Program, is the Ordering Activity.
- (h) “GSAR” means the General Services Administration Acquisition Regulation.
- (i) “FAR” means the Federal Acquisition Regulation.
- (j) “MAS Contract” means the Multiple Award Schedule Solicitation 47QSMD20R0001 and the Information Technology Code F Category Attachment thereto.
- (k) “Ordering Activity” means an entity authorized to order under GSA Schedule Contracts as defined in Government Order OGP 4800.2I (“GSA Order”), as such order may be revised from time to time.
- (l) “Deque Pre-Existing Materials” means the Deque visual presentation format, templates, document and spreadsheet macros and formulae included in the Work Product under this Agreement. Training Materials provided as part of a Training course shall also be considered Deque Pre-Existing Materials.
- (m) “Recipient” means the Party receiving Confidential Information from the Discloser under this Agreement.
- (n) “Services” means services that Deque shall provide to Client under any resulting SOW, change order, or task order, and governed by this Agreement.
- (o) “Tax” or “Taxes” means any-and-all sales, use, value-added, excise, or similar transaction taxes or duties, together with any penalties, fines, charges or interest thereon, imposed by any federal or state taxing authority on or with respect to the sale of any services or materials in connection with the performance of this Agreement. Taxes shall not include any taxes, fees, levies, or other charges based on or measured by Deque’s gross or net income, gross receipts, excess profits, net worth, or capital.
- (p) “Training” means the instructor led training courses Deque shall provide to Client under any SOW, change order or task order.
- (q) “Training Materials” means the documentation provided in electronic or any other media to attendees in a Training course under any SOW, change order or task order.
- (r) “Work Product” means the tangible results of Services that Deque delivers to Client.

2. DELIVERABLES

- 2.1 Work Product. Except as otherwise stated in this Agreement, the Client shall own the Work Product and Deque retains no rights to such Work Product, other than as needed to perform Services or other services that are the subject of an agreement between the Parties.

- 2.2 Deque Pre-Existing Materials. Deque will own the Deque Pre-Existing Materials utilized in creating the Work Product, but Deque hereby grants to Client a perpetual, non-exclusive, and non-transferable, limited right to use, reproduce, distribute, prepare derivative works of, display, perform, digitally transmit such Deque Pre-Existing Materials as Deque provides to Client under this Agreement to the extent necessary to use the Work Product.

3. MODIFICATIONS AND ADJUSTMENTS

- 3.1 Modifications. During the contract period, Deque may request contract modifications in accordance with GSAR 552.238-82 Modifications (Federal Supply Schedule) (May 2018) (Alternate II – May 2019).
- 3.2 Economic Price Adjustments. During the contract period, Deque may request economic price adjustments in accordance with I-FSS-969 Economic Price Adjustment – FSS Multiple Award Schedule (Oct 2014) (Alternate II – Jul 2016) and GSAR 552.216-70 Economic Price Adjustment – FSS Multiple Award Schedule Contracts (Sept 1999) (Deviation II – Jul 2016).

4. CONFIDENTIALITY

- 4.1 Information means any information (a) disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, algorithms, business plans, customer data, customer lists, customer names, designs documents, drawings, engineering information, financial analysis, forecasts, formulas, hardware configuration information, know-how, ideas, inventions, market information, marketing plans, processes, products, product plans, research, specifications, software, source code, trade secrets or any other information which is designated as “confidential,” “proprietary” or some similar designation (collectively, the “Disclosed Materials”) and (b) any information otherwise obtained, directly or indirectly, by a receiving party through inspection, review or analysis of the Disclosed Materials. Information disclosed orally shall be considered Confidential Information. Confidential Information may also include information of a third party that is in the possession of one of the Parties and is disclosed to the other Party under this Agreement.

5. COMPENSATION

- 5.1 Fees and Expenses: The fees to be paid for Services are set forth in the applicable SOW. Fees are stated in United States dollars. Deque may invoice Client for the reasonable and pre-approved out-of-pocket expenses, including pre-approved travel and travel-related expenses, incurred by Deque in connection with the performance of the Services. All expenses must comply with GSA guidelines as detailed at: <https://www.gsa.gov/travel/plan-book/per-diem-rates.com>.
- 5.2 Invoicing and Payment: Payments by the United States Government are governed by the Prompt Payment Act, 31 U.S.C. § 3903, which provides for payment within thirty (30) days and provides a United States Treasury-set rate for interest due on late payments. For clarity, invoicing and payment for Services shall be governed by GSAR 552.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018) for fixed price orders. Deque shall invoice Client in accordance with the fee



schedule contained in the applicable SOW. Each invoice shall include a detailed description of Services rendered to Client.

- 5.3 Taxes: Unless Client has provided current and valid tax exemption certification, Client shall be responsible for and shall pay or reimburse Deque for Taxes, if applicable, arising out of its performance obligations hereunder as permitted under GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018) and GSAR 552.212-4(w)(1)(x) – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018). Any charge by Deque for Taxes shall be separately stated on the applicable invoice. With notice to Deque, Client may pay such Taxes directly to the taxing authority, where permitted by law.

6. WARRANTY

- 6.1 Performance Warranty: Deque will perform all Services and Training in a professional and workmanlike manner and in accordance with the specifications set forth in the applicable the SOW or Work Order.
- 6.2 Pre-Existing Materials Warranty: Deque warrants that the Pre-Existing Materials utilized in the creation of the Work Product or provided as part of Training do not infringe the intellectual property rights of any third party.

7. DISCLAIMER OF OTHER WARRANTIES

Except as expressly warranted in Section 6 herein:

- 7.1 DEQUE MAKES NO WARRANTY WITH RESPECT TO THE ACCURACY, QUALITY OR NON-INFRINGEMENT OF CLIENT DATA OR INFORMATION PROVIDED TO DEQUE AND UTILIZED IN THE CREATION OF THE WORK PRODUCT; AND
- 7.2 DEQUE DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. INSURANCE

Deque carries and shall maintain at its own expense during the Term, the following corporate insurance policies, and limitations.

Policy Type	Coverage Limit
Commercial General Liability	\$2,000,000.00/each occurrence \$4,000,000.00/general aggregate \$4,000,000.00/Products –Comp/Op Aggregate
Automobile Liability	\$2,000,000.00/combined single limit
Umbrella Liability	\$2,000,000.00/each occurrence/aggregate
Workers Compensation and Employer Liability	\$1,000,000.00/each occurrence/aggregate

Employee Theft – Client Premises	\$1,000,000.00
Professional Liability <ul style="list-style-type: none"> • Technology Errors and Omissions • Internet Liability and Privacy • Technology Products Liability • Multimedia and Advertising Liability • Cyber Liability 	\$3,000,000.00/each claim

9. TERM

The term of this Agreement begins on the Effective Date and shall continue until terminated in accordance with Section 10 below.

10. TERMINATION

Termination of this Agreement or any SOW, Work Order or Task Order under this Agreement shall be governed by the MAS Contract, GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018), and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109.

11. GENERAL PROVISIONS

- 11.1 **No Software.** FOR THE AVOIDANCE OF DOUBT, THIS AGREEMENT IS RESTRICTED TO CONSULTING AND TRAINING SERVICES. ANY AGREEMENT WITH RESPECT TO THE LICENSING OF SOFTWARE PRODUCTS OR THE USE THEREOF WILL BE UNDER A SOFTWARE LICENSE AGREEMENT SEPARATELY NEGOTIATED AND EXECUTED BY THE PARTIES.
- 11.2 **Designated Contact.** Each Party shall designate one person who will act as the primary liaison for all communications regarding Services (the “Designated Contact”). Each Designated Contact is hereby authorized to amend this Agreement or any SOW, to accept and give notices, and to otherwise act on behalf of the Party the Designated Contact represents. Each Party may upon notice to the other Party, change its Designated Contact as it deems necessary.
- 11.3 **Amendments.** No amendment, change, waiver, or discharge of this Agreement shall be valid unless in a record signed by the Party against whom enforcement is sought.
- 11.4 **Force Majeure.** In accordance with GSAR 552.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation Feb – 2018).
- 11.5 **Governing Law.** This Agreement is subject to the Contract Disputes Act of 1978, 41 U.S.C. §§ 7101-7109, Federal Tort Claims Act, 28 U.S.C. § 1346(b), and GSAR 552.212-4 Contract Terms and Conditions – Commercial Items (Jan 2017) (Deviation – Feb 2007) (Deviation – Feb 2018). The validity, interpretation and enforcement of this Agreement is governed by and shall be construed in accordance with the federal laws, rules and regulations of the United States.
- 11.6 **Novation.** Any assignment is subject to review and approval by the Contracting Officer in accordance with the novation process set forth in FAR 42.12.

- 11.7 Subcontracting. The Ordering Activity may require that Deque obtain prior written consent from the Ordering Activity's Contracting Officer before placing any subcontract for furnishing any Services under this Agreement and any applicable SOW or Work Order.
- 11.8 Compliance with Laws. As applicable to each Party's respective obligations under this Agreement, and notwithstanding anything to the contrary in this Agreement, each party shall comply with and cause each of its employees and agents to comply with Applicable Laws, and shall obtain all licenses, permits, permissions and consents which may be required of it by any United States Governmental Authority.
- 11.9 Notice. Any notice required or permitted to be given under this Agreement must be in writing and will be deemed effective (a) if given by personal delivery, upon such personal delivery or (b) if given by nationally-recognized courier or mail service (in either case that has real-time or near-real-time tracking), at the time that the notice is delivered (or an attempt is made to deliver the notice, regardless of whether refused) to the receiver's premises according to the tracking records of the courier or mail service. The addresses for notice for each Party are those in the preamble to this Agreement. Either Party may change its address for notice by notice to the other Party.
- 11.10 Waiver. The waiver of, or failure of either Party to exercise, any right in any respect provided for herein shall not be deemed a waiver of any further right under this Agreement or a waiver of the ability to exercise the same right on a different occasion.
- 11.11 Severability. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of this Agreement shall remain enforceable.
- 11.12 Counterparts. This Agreement, any SOW, or any other document that forms a part of this Agreement, may be executed in one or more counterparts.
- 11.13 Approvals and Similar Actions. Where agreement, approval, acceptance, consent, or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably withheld, delayed, or conditioned.
- 11.14 Entire Agreement. This Agreement and the MAS Contract constitute the entire agreement between Deque and Client with respect to the subject matter of this Agreement and there are no representations, understandings or agreements about the subject matter hereof that are not fully expressed in this Agreement.