GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

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

MULTIPLE AWARD SCHEDULE (MAS)
FSC Group: Information Technology Category
FSC Class: DA01, 7A21

Contract Number: 47QTCA21D004M

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

MainStem LLC
dba BlackLynx Services
51 Monroe St STE PE5
Rockville, MD 20850 - 2494 USA
Phone: (301) 560-2720
www.blacklynx.tech

Period Covered by Contract: January 27, 2021 – January 26, 2026
Business Size: Other than Small

Pricelist current through Modification #PO-0006 dated January 26, 2022
Prices Shown Herein are Net (discount deducted)
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CUSTOMER INFORMATION

1a. Table of Awarded Special Item Numbers (SINs):

<table>
<thead>
<tr>
<th>SINs</th>
<th>Recovery</th>
<th>SIN Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>54151SSTLOC</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>511210</td>
<td>511210STLOC</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>OLMSTLOC</td>
<td>Order-Level Materials (OLM’s)</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates on Page #6

1c. Description of IT Services and Pricing: Please refer to Page #6

2. Maximum Order: $500,000.00 (per SIN)

3. Minimum Order: $100.00

4. Geographic Coverage: Domestic delivery

5. Point of Production: Rokville, MD

6. Discount from List Price: Government Net Prices (discounts already deducted.)

7. Quantity Discounts:
   - 54151S: None
   - 511210: 0.5% for single order exceeding $250K; 1.0% for single order exceeding $500K

8. Prompt Payment Terms: Net 30 days
   Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign Items: None

10a. Time of Delivery: SIN 54151S: To Be Negotiated
     SIN 511210: 30 Days ARO

10b. Expedited Delivery: SIN 54151S: To Be Negotiated
     SIN 511210: 15 Days ARO

10c. Overnight and 2-Day Delivery: Not Applicable

10d. Urgent Requirements:
When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. Point(s): Destination
12a. Ordering Address: BlackLynx Services
               51 Monroe Street, Suite PE-05
               Rockville, MD 20850

12b. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs),
     are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment Address: Same as Ordering Address

14. Warranty Provision:
    For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for
    the entire schedule contract:
    (1) Technical representations and/or warranties of products concerning performance, total system performance and/or
        configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software
        package submitted in response to requirements which result in orders under this schedule contract.
    (2) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or
        specifications furnished by the Contractor.
    The above is not intended to encompass items not currently covered by the GSA Schedule contract.

15. Export Packing Charges: Not Applicable

16. Terms and conditions of rental, maintenance, and repair: Not Applicable

17. Terms and conditions of installation:
    INSTALLATION, DEINSTALLATION, REINSTALLATION: The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides
    that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction,
    alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall
    contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the
    prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if
    the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do
    not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or
    equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000,
    then the requirements of the Davis-Bacon Act applies.
    The ordering activity issuing the task order against this contract will be responsible for proper administration and
    enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination
    will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified
    installation, deinstallation, and reinstallation services under SIN 132-8.

18a. Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable

18b. Terms and conditions for any other services: Not Applicable

19. List of service and distribution points: Not Applicable

20. List of participating dealers: Not Applicable

21. Preventative maintenance: Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable
22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at www.Section508.gov/

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.blacklynx.tech

23. Unique Entity Identifier (UEI) Number: SXHHGF88NPK4

24. MainStem LLC registered and active in the System for Award Management (SAM) Database.
GSA PRICING FOR SIN 54151S, INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>GSA Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Engineer I</td>
<td>$80.88</td>
</tr>
<tr>
<td>Systems Engineer II</td>
<td>$150.32</td>
</tr>
<tr>
<td>Systems Engineer III</td>
<td>$177.07</td>
</tr>
<tr>
<td>Systems Engineer IV</td>
<td>$211.80</td>
</tr>
<tr>
<td>Systems Engineer V</td>
<td>$242.72</td>
</tr>
<tr>
<td>Software Engineer I</td>
<td>$71.91</td>
</tr>
<tr>
<td>Software Engineer II</td>
<td>$125.30</td>
</tr>
<tr>
<td>Software Engineer III</td>
<td>$177.66</td>
</tr>
<tr>
<td>Software Engineer IV</td>
<td>$183.72</td>
</tr>
<tr>
<td>Software Engineer V</td>
<td>$226.32</td>
</tr>
<tr>
<td>Scientist V</td>
<td>$263.04</td>
</tr>
<tr>
<td>Systems Analyst II</td>
<td>$117.73</td>
</tr>
<tr>
<td>Systems Analyst III</td>
<td>$151.39</td>
</tr>
<tr>
<td>Systems Analyst IV</td>
<td>$219.29</td>
</tr>
<tr>
<td>Systems Analyst V</td>
<td>$241.00</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>$312.86</td>
</tr>
</tbody>
</table>

Experience Substitutions:

<table>
<thead>
<tr>
<th>Education Level</th>
<th>Additional Experience</th>
<th>Equal Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>H.S. Diploma*</td>
<td>4 years</td>
<td>Equals Bachelors Degree</td>
</tr>
<tr>
<td>Associates Degree</td>
<td>2 years</td>
<td></td>
</tr>
<tr>
<td>Bachelors Degree</td>
<td>2 years</td>
<td>Equals Masters Degree</td>
</tr>
<tr>
<td>Masters Degree</td>
<td>3 years</td>
<td></td>
</tr>
<tr>
<td>Bachelors Degree</td>
<td>5 years</td>
<td>Equals Ph.D.</td>
</tr>
<tr>
<td>Specialized software</td>
<td>2 years</td>
<td></td>
</tr>
<tr>
<td>Project Management</td>
<td>2 years</td>
<td></td>
</tr>
</tbody>
</table>

Education Substitutions:

<table>
<thead>
<tr>
<th>Requirement Description</th>
<th>Substitution Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Ph.D.</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for three (3) years</td>
</tr>
<tr>
<td></td>
<td>of required experience for positions requiring a Masters Degree or five (5) years with positions requiring a Bachelors Degree</td>
</tr>
<tr>
<td>A Masters Degree</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for two (2) years</td>
</tr>
<tr>
<td></td>
<td>of required experience with positions requiring a Bachelors Degree</td>
</tr>
<tr>
<td>A Bachelors Degree</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for four (4) years</td>
</tr>
<tr>
<td></td>
<td>of required experience with positions requiring a High School Diploma</td>
</tr>
<tr>
<td>An Associates Degree</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for two (2) years</td>
</tr>
<tr>
<td></td>
<td>of required experience with positions requiring a High School Diploma</td>
</tr>
<tr>
<td>A Bachelors Degree</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for specialized software certifications and two (2) years of required experience with a High School Diploma</td>
</tr>
<tr>
<td>Specialized software</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for two (2) years</td>
</tr>
<tr>
<td></td>
<td>of experience</td>
</tr>
<tr>
<td>Project Management</td>
<td>May be substituted</td>
</tr>
<tr>
<td></td>
<td>for two (2) years</td>
</tr>
<tr>
<td></td>
<td>of experience</td>
</tr>
<tr>
<td>Labor Category</td>
<td>Labor Category Description</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| Systems Engineer I  | Participate in the requirements analysis and design for systems, sub systems and/or software applications. Follow established system development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
  • Analyzes test cases and provides regular progress reports  
  • Relies on instructions and pre-established guidelines to perform the functions of the job  
  • Take direction from senior technical leadership and or Project Manager on project specifications | Bachelors          | 3                            |
| Systems Engineer II | Participate in the requirements analysis and design for systems, sub systems and/or software applications. Follow established system development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
  • Writes, implements and reports status for system test cases for testing  
  • Analyzes test cases and provides regular progress reports  
  • Relies on instructions and pre-established guidelines to perform the functions of the job  
  • Take direction from senior technical leadership and or Project Manager on project specifications | Bachelors          | 4                            |
| Systems Engineer III| Participate in the requirements analysis and design for systems, sub systems and/or software applications. Follow established system development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
  • Relies on instructions and pre-established guidelines to perform the functions of the job  
  • Take direction from senior technical leadership and or Project Manager on project specifications  
  • Participates in establishing engineering estimates  
  • Provide mentoring and direction to junior systems engineers | Bachelors          | 7                            |
| Systems Engineer IV | Member of a project team developing application software for the collection, visualization, and analysis of intelligence data. Will participate in the requirements analysis and design for system and software applications or sub-components. Follow established system development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
  • Communicate with staff or clients to understand specific system requirements.  
  • Direct the installation of operating systems, network or application software, or computer or network hardware  
  • Provide mentoring and direction to junior system engineers | Bachelors          | 10                           |
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Labor Category Description</th>
<th>Minimum Education</th>
<th>Minimum Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Engineer V</td>
<td>Participate in the requirements analysis and design for systems, sub-systems and/or software applications. Follow established system development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.</td>
<td>Bachelors</td>
<td>15</td>
</tr>
<tr>
<td>Software Engineer I</td>
<td>Member of a project team developing application software. May participate in the requirements analysis and design for software applications or sub-components. Code or maintain software applications or sub-components from specifications. Follow established software development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.</td>
<td>Bachelors</td>
<td>1</td>
</tr>
<tr>
<td>Software Engineer II</td>
<td>Member of a project team developing application software. Will participate in the requirements analysis and design for software applications or sub-components. Code or maintain software applications or sub-components from specifications. Follow established software development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.</td>
<td>Bachelors</td>
<td>4</td>
</tr>
<tr>
<td>Software Engineer III</td>
<td>Member of a project team developing application software. Will participate in the requirements analysis and design for software applications or sub-components. Code or maintain software applications or sub-components from specifications. Follow established software development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.</td>
<td>Bachelors</td>
<td>7</td>
</tr>
<tr>
<td>Labor Category</td>
<td>Labor Category Description</td>
<td>Minimum Education</td>
<td>Minimum Years of Experience</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>
| Software Engineer IV| Member of a project team developing application software. Will participate in the requirements analysis and design for software applications or sub-components. Code or maintain software applications or sub-components from specifications. Follow established software development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
• Relies on experience and judgment to plan and accomplish goals and performs a variety of complicated tasks  
• Familiar with standard concepts, practices, and procedures within a variety of fields related to the project  
• Take direction from Project Manager and may lead and direct work of others on project specifications  
• Provide mentoring and direction to junior engineers   | Bachelors          | 10                                                                                                                                          |
| Software Engineer V | Member of a project team developing application software. Will participate in the requirements analysis and design for software applications or sub-components. Code or maintain software applications or sub-components from specifications. Follow established software development process. Create appropriate process artifacts including: requirements documentation, design documentation, and test plans. Test applications as identified in the development methodology, and create necessary documentation.  
• Relies on extensive experience and judgment to plan and accomplish goals and performs a variety of complicated tasks  
• Demonstrates expertise with standard concepts, practices, and procedures within a variety of fields related to the project  
• Take direction from Project Manager and may lead and direct work of others on project specifications  
• Provide mentoring and direction to junior engineers  | Bachelors          | 15                                                                                                                                          |
| Scientist V         | Provides engineering or scientific support for projects; plans and directs the business strategy approach and implementation for complex projects; develops analytical and computational techniques and methods for problem solving; coordinates activities with other departments and/or technical teams; produces documentation and solutions for customers; may supervise and/or direct work assignments for lower level personnel; may direct and act as technical lead for multiple projects.  
• Designs, configures, develops, tests, and supports informatics and data science solutions for a wide array of technical use cases  
• Applies analytical methodologies to diagnose data-related challenges, implements solutions, and evaluates performance  
• Documents and presents requirements, design alternatives, and findings to team members and clients  
• Manages a team of data scientists and machine learning analysts  
• Conceives, plans and prioritizes data projects  
• Serves as a key technical expert on AI/ML                                                                                               | Bachelors          | 15                                                                                                                                          |
<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Labor Category Description</th>
<th>Minimum Education</th>
<th>Minimum Years of Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Systems Analyst II</td>
<td>Perform simulation and analysis of system and sub system design and operations. Evaluate complex results and determine engineering recommendations based on analysis. Create reports relaying simulation results and analysis conclusions to a range of customers. Work with customer engineering teams to develop alternative designs and operational strategies.</td>
<td>Bachelors</td>
<td>4</td>
</tr>
<tr>
<td>Systems Analyst III</td>
<td>Perform simulation and analysis of system and sub system design and operations. Evaluate complex results and determine engineering recommendations based on analysis. Create reports relaying simulation results and analysis conclusions to a range of customers. Work with customer engineering teams to develop alternative designs and operational strategies.</td>
<td>Bachelors</td>
<td>7</td>
</tr>
<tr>
<td>Systems Analyst IV</td>
<td>Perform simulation and analysis of system and sub system design and operations. Evaluate complex results and determine engineering recommendations based on analysis. Create reports relaying simulation results and analysis conclusions to a range of customers. Work with customer engineering teams to develop alternative designs and operational strategies. • Provide recommendations on engineering or operational changes to achieve customer goals. • Establishes engineering estimates • Reviews alternative approaches and selects appropriate methodologies • May lead or direct the work of others • Provides mentoring and direction to junior system analysts • Provides technical support to project team members</td>
<td>Bachelors</td>
<td>10</td>
</tr>
<tr>
<td>Systems Analyst V</td>
<td>Perform simulation and analysis of system and sub system design and operations. Evaluate complex results and determine engineering recommendations based on analysis. Create reports relaying simulation results and analysis conclusions to a range of customers. Work with customer engineering teams to develop alternative designs and operational strategies. • Provide recommendations on engineering or operational changes to achieve customer goals. • Establishes engineering estimates • Reviews alternative approaches and selects appropriate methodologies • May lead or direct the work of others • Provides mentoring and direction to junior system analysts • Provides expert technical support to project team members</td>
<td>Bachelors</td>
<td>15</td>
</tr>
<tr>
<td>Labor Category</td>
<td>Labor Category Description</td>
<td>Minimum Education</td>
<td>Minimum Years of Experience</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td>-----------------------------</td>
</tr>
</tbody>
</table>
| Subject Matter Expert    | Analyze a problem and define a solution, often with limited or imperfect information. Provide innovation to a customer’s current concept of operations. Communicate these solutions to a broad range of customer’s and their stakeholders.  
  • Solve difficult technical problems in a specific area of expertise  
  • Will design, plan and coordinate work teams  
  • Communicate with staff or clients to understand specific needs.  
  • Maintain current knowledge of engineering practices and technical solutions in a specific area of expertise  
  • Develops, maintains, and upgrades automated test scripts and architectures for application products  
  • Writes, implements and reports status for system test cases for testing  
  • Analyzes test cases and provides regular progress reports  
  • Participates in technical direction of the company to include research and development  
  • Provides customer support on projects/programs to include presentations  
  • Approves engineering estimates  
  • Provide mentoring and direction to junior engineers | Bachelors           | 18                          |

**Service Contract Labor Standards:** The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.
# GSA PRICING FOR SIN 511210,
## SOFTWARE LICENSES

<table>
<thead>
<tr>
<th>SIN #</th>
<th>Part #</th>
<th>Model #</th>
<th>Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>BLSW-Cyber20-1</td>
<td>Term Software CyberLynx License</td>
<td>Term Software - Search of native PCAP files for layer 2 – 4 tags and payload searches using the SearchLynx primitives per server per month.</td>
<td>$2,962.22</td>
</tr>
<tr>
<td>511210</td>
<td>BLSW-Search20-1</td>
<td>Term Software SearchLynx License</td>
<td>Term Software CPU and FPGA enabled search of structured (XML, JSON, CSV) and unstructured data files using complex queries including fuzzy, regex and geolocation searches. Primitives include EXACT, HAMMING, Levenshtein, DATE, TIME, NUMBER, CURRENCY, IPV4, IPV6, REGEX, PIP (point-in-polygon), and PIR (point-in-radius) searches per server per month.</td>
<td>$2,962.22</td>
</tr>
<tr>
<td>511210</td>
<td>BLSW-Vision20-1</td>
<td>Term Software VisionLynx License</td>
<td>Term Software Object detection and image recognition images using enhanced machine learning techniques per server per month.</td>
<td>$2,962.22</td>
</tr>
<tr>
<td>511210</td>
<td>BLSW-Signal20-1</td>
<td>Term Software License</td>
<td>Term Software Acceleration of signal intelligence algorithms per server per month.</td>
<td>$2,962.22</td>
</tr>
</tbody>
</table>
PREAMBLE

MainStem LLC provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Whitney Tuil
MainStem, LLC
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and MainStem LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract TBD.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date Contractor Date
(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number TBD, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _________________.

(4) This BPA does not obligate any funds.

(5) This BPA expires on ________________ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

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<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
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(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.
(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

*******************************************************************************************
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
This End-User License Agreement (hereinafter, "Agreement") creates a legally binding Agreement between you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.21, as may be revised from time to time), as an end user of our services (hereinafter, "End User"), and BlackLynx, Inc. and its subsidiaries (hereinafter, "Company" or “BlackLynx”). You will be referred to through second-person pronouns such as "your" and "yours." We, the Company, will be referred to with pronouns such as "us," "our," and "ours." Collectively, you and the Company may be referred to as the "Parties" and individually as "Party."

This Agreement governs the use of all of our software products (hereinafter, "Software"), specifically:

An application for accelerating computing performance including the optimization of available CPUs, GPUs, FGPAs, and internal memory. BlackLynx has multiple products that optimize search, cyber analytics, image processing, and signal processing. The products can be licensed individually or as a bundle.

1. SOFTWARE LICENSE: When you lawfully access the Software, whether through purchase or other lawful means, we grant you, subject to all of the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable, non-assignable, limited, revocable license to use the Software ("License"). This License extends to the use of documentation, data, or information developed by the Company, and other materials which may assist in your use of the Software. This License may not be transferred to any third parties without express, lawful, written permission from the Company and this License expires upon your cessation of use of the Software, which is defined in the contract. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

2. LICENSE FEE: The License fee is governed by the Schedule Price List. The fee will be paid in accordance with the Schedule contract.

3. RESTRICTIONS: The License provided hereunder is subject to the following additional restrictions:

License must not be transferred, utilized, or sold to any third party. License may be renewed at the completion of the term of the license in accordance with the terms and conditions of the Schedule contract.

4. ADDITIONAL TERMS: Additional terms may be applicable to the Parties' relationship with each other, such as the Company Terms & Conditions, the Company Privacy Policy, and any other such written agreements governing your relationship with us. Nothing contained herein is intended to restrict the terms of any other written agreement. Instead, all relevant documents shall be construed as broadly as possible.

5. INTELLECTUAL PROPERTY: You agree that the Software, Company website and all services provided by the Company are the property of the Company, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("Company IP"). You agree that the Company owns all right, title and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from the Company.

6. ACCEPTABLE USE: You agree not to use the Software for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Software in any way that could damage the Company website, services, or general business of the Company.

You further agree not to use the Software:

a) To harass, abuse, or threaten others or otherwise violate any person's legal rights;
b) To violate any intellectual property rights of the Company or any third party;
c) To upload or otherwise disseminate any computer viruses or other software that may damage the property of another;
d) To perpetrate any fraud;
e) To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
f) To publish or distribute any obscene or defamatory material;
g) To publish or distribute any material that incites violence, hate, or discrimination towards any group;
h) To unlawfully gather information about others.

7. **REVERSE ENGINEERING & SECURITY**: You agree not to undertake any of the following actions:

   a) Reverse engineer, or attempt to reverse engineer or disassemble the Software or any code within or related to the Software or the Company website;

   b) Violate the security of the Software through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network;

   c) Copy or otherwise distribute copies of the Software unlawfully, such as through any peer-to-peer network or other intellectual property circumvention tool.

8. **MAINTENANCE**: This License includes Software maintenance and support. Please contact the Company for assistance.

9. **TERM AND TERMINATION**: Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

10. **INDEMNIFICATION**: IN CASES WHERE THE UNITED STATES GOVERNMENT ACCEPTS THE TERMS OF THIS AGREEMENT, THE BELOW INDEMNITY DOES NOT PURPORT TO CREATE AN INDEMNITY OBLIGATION FOR THE GOVERNMENT. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

11. **SPAM POLICY**: You are strictly prohibited from using the Software or any of the Company's services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

12. **SERVICE INTERRUPTIONS**: The Company may need to interrupt access to the Software to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Software may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.


14. **LIMITATION ON LIABILITY**: THE COMPANY IS NOT LIABLE FOR ANY DAMAGES THAT MAY OCCUR TO YOU AS A RESULT OF YOUR USE OF THE SOFTWARE, TO THE FULLEST EXTENT PERMITTED BY LAW. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL COMPANY PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHETHER OR NOT COMPANY HAS BEEN ADVISED
OF THE POSSIBILITY OF SUCH DAMAGES. THE MAXIMUM LIABILITY OF THE COMPANY ARISING FROM OR RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF ONE HUNDRED ($100) US DOLLARS OR THE AMOUNT YOU PAID TO THE COMPANY IN THE LAST SIX (6) MONTHS. THIS SECTION APPLIES TO ANY AND ALL CLAIMS BY YOU, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, STRICT LIABILITY, FRAUD, OR TORTS OF ANY KIND. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 USC 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT’S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION.

15. **GOVERNMENT RIGHTS NOTICE:** (a) IF THE END USER OF THE LICENSED SOFTWARE IS A UNIT OR AN AGENCY OF THE UNITED STATES GOVERNMENT, THE TERMS OF THIS SECTION 15 APPLY. (b) Commercial Computer Software. The Licensed Software licensed or otherwise ordered under this Agreement is comprised of software and/or software in firmware form owned by BlackLynx. In the event the End User is a U.S. Government entity or if End User is acquiring the Licensed Software and the accompanying Documentation on behalf of the U.S. Government, by accepting the Licensed Software, the Government agrees, subject to section 20(c) below, that the Software qualifies as “commercial” computer software within the meaning of the acquisition regulations applicable to this Agreement and that all Documentation and technical data delivered hereunder qualify as “commercial” items within the meaning of the acquisition regulations applicable to this Agreement. The terms and conditions of this Agreement shall pertain to the Government’s use and disclosure of the License Software. To the extent this Agreement conflicts with the terms of the Schedule Contract, the terms of the Schedule contract will prevail. Order of precedence will be determined consistent with FAR 52.212-4(s). (c) Restricted and Limited Rights. If all or any part of the Licensed Software or the associated Documentation, does not qualify as “commercial” computer software, and instead qualifies as “restricted rights” software or “limited rights” data under applicable DFAR or FAR provisions, then BlackLynx shall affix appropriate legends to such Licensed Software, associated Documentation and technical data and, in such case, the terms of this section 20(c) shall supersede the terms of section 20(b) above. In such case, the Government’s rights to use, modify, reproduce, release, perform, display, or disclose the Licensed Software and associated Documentation shall be restricted by the applicable Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation and Rights in Technical Data – Noncommercial Items clauses contained in the DFAR, if the Customer is within the Department of Defense, provided, however, if the Customer is a civilian agency, the Government’s rights to use, modify, reproduce, release, perform, display, or disclose the Licensed Software, associated Documentation and technical data shall be restricted by the applicable Rights in Data - General clause contained in the FAR.

16. **DISPUTE RESOLUTION & GOVERNING LAW:** This Agreement and all matters relating to this Agreement will be construed and controlled by the laws of the United States of America.

17. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, by assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors. This License Agreement may be transferred or assigned only in accordance with the procedures of FAR Part 42.12.

18. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

19. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties. No use of any name, mark or designation of BlackLynx, or their respective products or services, has been granted unless expressly permitted by BlackLynx in writing.
18. **FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, epidemics and pandemics, and other acts which may be due to unforeseen circumstances.

19. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email us at the following address: products@blacklynx.tech.