



**General Services Administration
Federal Acquisition Service
Authorized Federal Supply Schedule Price List**

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 for *GSA Advantage!* is:
GSAAdvantage.gov.

Transportation, Delivery and Relocation Services

FSC Group V301, V111 & 112

Contract Number GS-33F-0007U

Contract Period February 1, 2008 – January 31, 2018 with two (2) Five-Year Option Periods
For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

mLINQS, LLC
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Contract Administrator: Greg McIntyre, Greg.McIntyre@mLINQS.net

Service-Disabled Veteran-owned Small Business

Prices Shown Herein are Net (discount deducted)

Date: June 20, 2016





COMPANY INFORMATION

mLINQS, LLC®, a service-disabled veteran-owned small business (i.e., SDVOSB or Service-Related Disabled Veteran Owned Small Business), was founded in 2003 to provide software and services to the Federal Government. One of its flagship products is a leading edge software product that automates expense management related to relocation of federal employees.

The software product, **moveLINQ®**, is built on Microsoft's .NET platform, and incorporates the entitlements in Chapter 302 of the Federal Travel Regulations. mLINQS customers use moveLINQ to provide enhanced administrative service to their employees at a lower cost to taxpayers. This improves employee morale and delivers a solid return on investment to federal agencies.

moveLINQ is the most powerful government Cost Management System (CMS) on the market, and is the only web based CMS that fully automates FTR Chapter 302. moveLINQ allows government employees to enter expenses associated with all aspects of moves:

- House-hunting Trip
- Report Trip
- Temporary Living
- En-route (Final Move) Family Travel
- Miscellaneous Expense Allowance
- Household Goods Move
- Storage of HHG
- Auto Move
- Mobile Home Shipment
- Home Sale
- Home Purchase
- Tax Allowance.

After entering the data in authorizations, the software makes it easy to create vouchers.

mLINQS also offers its **Reporting Portal** as an optional software product on this GSA Schedule. The Reporting Portal (RP) is a data analytic and reporting tool that works exclusively with moveLINQ and enables its users to take their reporting to a new level of creativity, analysis, and efficiency. Customers can use RP to easily create dashboards, ad hoc queries, and customized graphical reports from the data stored in the moveLINQ.

mLINQS knows that our success is predicated on our customers' success. Our corporate depth and products will successfully support the diverse management, finance and information technology tasks associated with any agency's relocation expense management needs.



CUSTOMER INFORMATION

The following ordering information is presented in accordance with I-FSS-600 *Contract Price Lists* (July 2004).

1a. Special item number (SIN) awarded- 653-3: Employee Relocation Software, Technology & Support Systems.

1b. Awarded prices.

mLINQS, LLC price list for consulting services to support its relocation cost management system (CMS) and Reporting Portal is shown below.

SIN 653-3 Skill Category	Labor Rates
Research Associate	\$ 82.64
Senior Research Associate	\$ 110.17
Consultant	\$ 137.70
Senior Consultant	\$ 187.78
Developer	\$ 137.70
Senior Developer	\$ 187.78

Clause I-FSS-969 Economic Price Adjustments will apply to pricing under this contract. mLINQS will receive an adjustment based on an agreed upon market indicator. The market indicator is the Department of Labor's (Table 5) Compensation Employment Cost Index for private industry workers as published by the Department of Labor/Bureau of Labor Statistics. The index is located at the following website: <http://data.bls.gov/cgi-bin/print.pl/news.release/eci.t05.htm>.



mLINQS, LLC price list for its relocation cost management system (CMS) and Reporting Portal (RP) are shown below.

Minimum*	Maximum*	CMS Price Per Move	RP Price Per Move
1	1	\$ 3,863.73	\$ 386.37
2	2	\$ 1,931.87	\$ 193.19
3	3	\$ 1,287.91	\$ 128.79
4	4	\$ 965.93	\$ 96.59
5	5	\$ 772.75	\$ 77.28
6	6	\$ 643.96	\$ 64.40
7	7	\$ 551.96	\$ 55.20
8	8	\$ 482.97	\$ 48.30
9	9	\$ 429.30	\$ 42.93
10	10	\$ 386.37	\$ 38.64
11	20	\$ 367.05	\$ 36.71
21	30	\$ 348.70	\$ 34.87
31	40	\$ 331.27	\$ 33.13
41	50	\$ 314.70	\$ 31.47
51	75	\$ 298.97	\$ 29.90
76	100	\$ 297.21	\$ 29.72
101	200	\$ 292.18	\$ 29.22
201	300	\$ 287.14	\$ 28.71
301	400	\$ 282.10	\$ 28.21
401	500	\$ 277.06	\$ 27.71
501	No Maximum	\$ 270.00	\$ 27.00

* moveLINQ license for employee relocation authorizations

The prices include IFF.

If applicable, Contract Clauses 52.227-14, Rights in Data-General (June 1987) (Alt III), and 52.227-19, Commercial Computer Software-Restricted Rights (June 1987), and mLINQS Data Rights Assertions Chart (Appendix A to this Catalog) are hereby incorporated by reference. The Purchase Order Terms and Conditions including the End User License Agreement is incorporated by reference and included at Appendix B of this Catalog and shall exclusively apply to all commercial item software, installation and maintenance ordered hereunder.

1c. Labor category descriptions

The following table provides descriptions of the labor categories.

Labor Category	Description	Minimum/ General Experience	Minimum Education
Research Associate	Provides relocation management support, including training, installation, customer service support, database table configuration, requirements analysis, policy analysis.	0 – 2 years of relevant experience	Bachelor’s Degree or equivalent experience
Senior Research Associate	Provides relocation management support, including training, installation, customer service support, database table configuration, requirements analysis, policy analysis.	2 – 4 years of relevant experience	Bachelor’s Degree or equivalent experience
Consultant	Provides relocation management support, including training, installation, customer service support, database table configuration, requirements analysis, policy analysis.	4 – 8 years of relevant experience	Bachelor’s Degree or equivalent experience
Senior Consultant	Provides relocation management support, including training, installation, customer service support, database table configuration, requirements analysis, policy analysis.	More than 8 years of relevant experience	Bachelor’s Degree or equivalent experience
Developer	Develops software systems, interfaces, and management reporting programs.	4 – 8 years of relevant experience	Bachelor’s Degree in Computer Sci. or equivalent experience
Senior Developer	Develops software systems, interfaces, and management reporting programs.	More than 8 years of relevant experience	Bachelor’s Degree in Computer Science or equivalent experience

2. Maximum order is \$ 1,000,000.
3. Minimum order is \$ 100.
4. Geographical coverage is the 48 contiguous states, the District of Columbia, Alaska, Hawaii, and Commonwealth of Puerto Rico
5. Point(s) of production: Not applicable within the scope of this contract (N/A).
6. Discount from list prices: To be negotiated on a task order level.
7. Quantity discounts: N/A.
8. Prompt payment discount is 0%, Net 30 days from receipt of invoice or date of acceptance, whichever is later.
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Government purchase cards are not accepted above the micro-purchase threshold.
10. Foreign items: N/A.
- 11a. Time of delivery is within 30 days after receipt of order (ARO).
- 11b. Expedited delivery items: N/A.
- 11c. Overnight and 2-day delivery: N/A.
- 11d. Urgent requirements: N/A.
12. F.O.B. point: destination.
- 13a. Ordering address: 8203 Roseland Drive, Fairfax Station, Virginia 22039.
- 13b. Ordering procedures: The ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (<http://www.gsa.gov/schedules/>).
14. Payment address: 8203 Roseland Drive, Fairfax Station, Virginia 22039.
15. Warranty provision for moveLINQ software and Reporting Portal (RP) software (SIN 653-3) is included in the End User License Agreement referenced in paragraph 20a and set forth in Appendix B.
16. Export packing charges is N/A.
17. Government purchase card is not accepted above the micro-purchase level.

- 18. Terms and conditions of rental, maintenance, and repair: N/A.
- 19. Terms and conditions of installation for moveLINQ software and RP software (SIN 653-3) are included in license agreement referenced in paragraph 20a.
- 20. Terms and conditions of repair parts: N/A.
- 20a. Terms and conditions for moveLINQ software and RP software are found in Appendix B.
- 21. List of service and distribution points: N/A.
- 22. List of participating dealers: N/A.
- 23. Preventative maintenance: N/A.
- 24a. Special attributes: N/A.
- 24b. Section 508 compliance for moveLINQ software and RP software is available from mLINQS upon request.
- 25. Data Universal Number System (DUNS) number: 131336773.
- 26. Registration in Central Contractor Registration (CCR) database: Yes.

Appendix A: Data Rights Assertions Chart

**TECHNICAL DATA AND/OR SOFTWARE RIGHTS
ASSERTIONS**

mLINQS LLC asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data and/or computer software should be restricted. The term proprietary is taken to mean entirely developed at private expense, either prior to or contemporaneously with the period of this contract.

Technical Data or Computer Software to be Furnished with Restrictions	Basis for Assertion, e.g., development exclusively at private expense	Asserted Rights Category e.g., Limited Rights, Restricted Rights, or No Rights	Name of Person Asserting Restriction
mLINQS moveLINQ and Reporting Portal software	Developed exclusively at private expense and commercially available	Commercial License Rights as set forth in Appendix B, Schedule A	Greg McIntyre, President



Appendix B: moveLINQ and Reporting Portal (RP) Purchase Order Terms and Conditions

Incorporation of End User License Agreement. This Purchase Order is subject to and incorporates by reference the terms and conditions of the mLINQS, LLC End User License Agreement (the “Agreement”), a copy of which is attached to this Purchase Order as Schedule A. By signing this Purchase Order, Company acknowledges and agrees that Company understands the End User License Agreement and agrees to be bound by the terms and conditions of the End User License Agreement.

Company Information (to be included on applicable quote and/or Purchase Order and/or collected by mLINQS, LLC):

Name: _____

Company’s organization: _____

Company’s Primary place of business: _____

Phone number: _____

Fax number: _____

E-mail address: _____

Bill to address: _____

Maximum employee relocations: ____.

Maximum Client Access Users: ____.

Maximum servers: ____.

Three named contacts for support services: _____

Term of license subscription: From date of Purchase Order until 365 days thereafter.

Fees: See applicable quote from mLINQS to Company.

mLINQS’ ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN, THE PRIME CONTRACT, AND THE END USER LICENSE AGREEMENT ATTACHED HERETO.. NO ADDITIONAL TERMS OR MODIFICATIONS PROPOSED BY COMPANY SHALL BE BINDING ON mLINQS UNLESS EXPRESSLY AGREED TO BY mLINQS IN WRITING. ANY TERMS OR CONDITIONS OF THIS PURCHASE ORDER WHICH ARE IN ADDITION TO OR INCONSISTENT WITH THE TERMS OF THE END USER LICENSE AGREEMENT AND THE PRIME CONTRACT ARE INVALID.



SCHEDULE A

END USER LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: by signing the Purchase Order with mLINQS, LLC (“mLINQS” OR “CONTRACTOR”) to which this End User License Agreement (the “Agreement”) is attached, the company listed on the Purchase Order (the “Company”) agrees to be bound by all of the terms and conditions of the Agreement.

1.0 Definitions.

“CLIENT ACCESS USER” MEANS AN END USER, WHO IS AN EMPLOYEE OR INDEPENDENT CONTRACTOR OF COMPANY, THAT MAY ACCESS AND USE THE SOFTWARE PRODUCT FOR PURPOSES CONSISTENT WITH THE TERMS OF THE LICENSE GRANTED BELOW.

“REPORTING PORTAL” MEANS THE MLINQS SOFTWARE APPLICATION REPORTING PORTAL IN OBJECT CODE FORMAT ONLY.

“SOFTWARE PRODUCT” OR “SOFTWARE PRODUCTS” MEANS THE MLINQS SOFTWARE APPLICATIONS LICENSED BY COMPANY, INCLUDING, AS APPLICABLE, MOVELINQ IN OBJECT CODE FORMAT ONLY, AND/OR REPORTING PORTAL.

“THIRD-PARTY SOFTWARE” MEANS CERTAIN SOFTWARE MLINQS LICENSES FROM THIRD PARTIES AND PROVIDES TO COMPANY WITH OR INCORPORATED INTO THE SOFTWARE PRODUCT OR THAT COMPANY MUST OBTAIN FOR ITSELF IN ORDER TO USE THE SOFTWARE PRODUCT.

2.0 LICENSE GRANT. SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, MLINQS GRANTS COMPANY A NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED LICENSE (WITHOUT THE RIGHT TO SUBLICENSE), SOLELY FOR THE TERM TO (I) USE THE MOVELINQ SOFTWARE PRODUCT, IN OBJECT CODE FORMAT ONLY, SOLELY TO PROCESS AUTHORIZATIONS, VOUCHERS AND AMENDMENTS RELATED TO EMPLOYEE RELOCATIONS AND CREATE AN EMPLOYEE RELOCATIONS DATABASE; (II) USE THE REPORTING PORTAL SOFTWARE PRODUCT, IN OBJECT CODE FORMAT ONLY, SOLELY TO CREATE REPORTS FROM THE DATA AVAILABLE TO CUSTOMER IN THE COMPANY’S EMPLOYEE RELOCATION DATABASE ASSOCIATED WITH THE COMPANY’S MOVELINQ LICENSE, SUBJECT TO THE LICENSE RESTRICTIONS IN SECTION 3.0; AND (III) USE ALL ASSOCIATED DOCUMENTATION (THE “HELP FILES”) AND PRINTED DOCUMENTATION (THE “MANUALS”), (COLLECTIVELY, THE “DOCUMENTATION”) IN CONNECTION WITH SUCH AUTHORIZED USE OF THE SOFTWARE PRODUCT(S). IN ADDITION, FAR 52.227-14 (RIGHTS IN DATA – GENERAL) (ALT III) AND FAR 52.227-19 (COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS) SHALL APPLY TO ORDERS PLACED UNDER THIS GSA SCHEDULE CONTRACT, IF APPLICABLE.

3.0 LICENSE RESTRICTIONS. EXCEPT AS EXPRESSLY PERMITTED IN THIS AGREEMENT, COMPANY SHALL NOT, AND SHALL NOT PERMIT ANY THIRD PARTY TO: (I) USE THE MOVELINQ SOFTWARE PRODUCT TO PROCESS MORE THAN THE MAXIMUM NUMBER OF EMPLOYEE RELOCATIONS SPECIFIED IN THE PURCHASE ORDER DURING THE TERM OF THIS AGREEMENT; (II) ALLOW

ACCESS TO THE SOFTWARE PRODUCTS BY MORE THAN THE MAXIMUM NUMBER OF CLIENT ACCESS USERS AS SPECIFIED IN THE PURCHASE ORDER AT ANY TIME DURING THE TERM OF THIS AGREEMENT; (III) INSTALL OR CREATE AN EMPLOYEE RELOCATIONS DATABASE ON ANY MORE SERVERS THAN THE MAXIMUM NUMBER OF SERVERS AS SPECIFIED IN THE PURCHASE ORDER AT ANY TIME DURING THE TERM OF THIS AGREEMENT OR INSTALL MORE THAN ONE PRODUCTION INSTANCE OF THE SOFTWARE PRODUCT; (IV) REPRINT THE DOCUMENTATION WITHOUT THE PRIOR WRITTEN PERMISSION OF MLINQS; (V) REVERSE-ENGINEER, DECOMPILE, REINSTALL ON ANY COMPUTER, OR DISASSEMBLE THE SOFTWARE PRODUCT. BESIDES THE STANDARD REPORTS THAT ARE AVAILABLE FROM THE SOFTWARE PRODUCT'S REPORTING MENU, COMPANY MAY ACCESS COMPANY'S EMPLOYEE RELOCATIONS DATABASE TO RUN REPORTS USING COMPANY'S OWN INDEPENDENTLY PROCURED REPORTING TOOL(S). COMPANY MAY NOT MERGE COMPANY'S EMPLOYEE RELOCATIONS DATABASE WITH ANY OTHER DATABASE OR ALTER COMPANY'S EMPLOYEE RELOCATIONS DATABASE IN ANY WAY.

4.0 INSPECTION AND ACCEPTANCE OF SOFTWARE PRODUCT(S). MLINQS SHALL DELIVER AND/OR INSTALL THE SOFTWARE PRODUCT ON COMPANY'S COMPUTERS SPECIFIED IN A PURCHASE ORDER WITHIN 30 DAYS OF DATE OF THE RELEVANT PURCHASE ORDER. IF INSTALLATION DOES NOT OCCUR WITHIN THIRTY (30) DAYS OF PURCHASE ORDER, MLINQS SHALL PROVIDE THE SOFTWARE PRODUCT(S) IN ELECTRONIC MEDIA AND WILL INSTALL THE SOFTWARE PRODUCT(S) AT A DATE TO BE DETERMINED. DELIVERY SHALL BE DEEMED MADE AT THE EARLIER OF INSTALLATION OR DELIVERY OF THE SOFTWARE PRODUCT(S) IN ELECTRONIC MEDIA (THE "DELIVERY"). UPON MLINQS' DELIVERY OF THE SOFTWARE PRODUCT(S) TO COMPANY, COMPANY SHALL HAVE A PERIOD OF UP TO THIRTY (30) CALENDAR DAYS FOLLOWING SUCH DELIVERY TO TEST AND INSPECT THE SOFTWARE PRODUCT(S) TO DETERMINE IF IT SUBSTANTIALLY CONFORMS TO, AND FUNCTIONS IN ACCORDANCE WITH, THE SPECIFICATIONS AS DESCRIBED IN THE PURCHASE ORDER (THE "SPECIFICATIONS"), (THE "ACCEPTANCE PERIOD"). COMPANY AGREES TO GIVE WRITTEN NOTICE, BEFORE EXPIRATION OF THE ACCEPTANCE PERIOD, TO MLINQS PROVIDING A REASONABLY DETAILED DESCRIPTION OF THE SOFTWARE PRODUCTS MATERIAL NONCONFORMANCE TO THE SPECIFICATIONS. IF NO NOTICE OF NONCONFORMANCE IS RECEIVED BY MLINQS BEFORE THE END OF THE ACCEPTANCE PERIOD, THE SOFTWARE PRODUCTS DELIVERED WILL BE DEEMED TO BE ACCEPTED BY COMPANY. IF MLINQS RECEIVES A NOTICE OF NONCONFORMANCE DURING THE ACCEPTANCE PERIOD, MLINQS WILL USE COMMERCIALY REASONABLE EFFORTS TO CORRECT THE NONCONFORMITY AT ITS SOLE COST AND EXPENSE UNTIL THE NON-CONFORMING SOFTWARE PRODUCT HAS BEEN ACCEPTED, OR DEEMED ACCEPTED OR REFUND THE FEES PAID FOR THE NON-CONFORMING SOFTWARE PRODUCT, AT MLINQS' OPTION. IF COMPANY PREFERS TO OBTAIN A REFUND, COMPANY MUST PROVIDE A WRITTEN REQUEST TO MLINQS FOR A REFUND AND ATTEST THAT



THE SOFTWARE PRODUCT HAS BEEN DE-INSTALLED FROM ANY AND ALL COMPUTERS.

5.0 PAYMENTS. IN CONSIDERATION OF THE LICENSE GRANTED AND SERVICES PROVIDED HEREUNDER, AND THE OTHER COVENANTS OF MLINQS HEREUNDER, COMPANY AGREES TO PAY MLINQS THE FEES SET FORTH IN THE PURCHASE ORDER. UNLESS SPECIFIED OTHERWISE IN A SPECIFIC PURCHASE ORDER, MLINQS MAY INVOICE CUSTOMER UPON DELIVERY. UNLESS MLINQS PROVIDES OTHERWISE, INITIAL INSTALLATION, TECHNICAL SUPPORT, VERSION UPGRADES (AS DEFINED IN SECTION 6.2 BELOW) AND UPDATES OF THE SOFTWARE PRODUCT (AS DEFINED IN SECTION 6.3 BELOW) ARE INCLUDED IN THE ANNUAL FEES.

6.0 SERVICES.

6.1 TECHNICAL SUPPORT. COMPANY IS ENTITLED TO MLINQS TECHNICAL SUPPORT SERVICES BETWEEN THE HOURS OF 8:30 AM – 5:00 PM EST, MONDAY THROUGH FRIDAY, EXCEPT FOR UNITED STATES FEDERAL GOVERNMENT HOLIDAYS. MLINQS WILL USE COMMERCIALY REASONABLE EFFORTS TO RETURN ALL CALLS WITHIN ONE BUSINESS DAY. MLINQS IS UNDER NO OBLIGATION TO AND WILL NOT PROVIDE TECHNICAL SUPPORT WHEN THE SOFTWARE PRODUCT HAS BEEN MODIFIED, ADAPTED OR COMBINED BY THE COMPANY. SUPPORT SHALL BE LIMITED TO THREE (3) NAMED USERS PER COMPANY. THESE INDIVIDUALS WILL BE IDENTIFIED IN THE PURCHASE ORDER. IF THE SIZE OF COMPANY'S DATABASE ADVERSELY IMPACTS PERFORMANCE, MLINQS MAY REQUIRE COMPANY TO DELETE OR ARCHIVE FILES AND/OR ATTACHMENTS TO IMPROVE PERFORMANCE.

6.2 VERSION UPGRADES. VERSION UPGRADES MEANS ANY BUG FIXES, ERROR CORRECTIONS, NEW RELEASES OR MINOR ENHANCEMENTS TO THE SOFTWARE PRODUCT THAT ARE MADE AVAILABLE TO COMPANY AS PART OF THE SERVICES PROVIDED HEREUNDER AND ARE NOT DESIGNATED BY MLINQS AS NEW PRODUCTS FOR WHICH IT CHARGES A SEPARATE FEE. UPGRADES ARE TYPICALLY DESIGNATED BY A CHANGE IN THE VERSION NUMBER TO THE RIGHT OF THE DECIMAL POINT (E.G., VERSION 1.0 TO 1.1). FOR UPGRADES THAT CAN BE TRANSMITTED TO COMPANY VIA ELECTRONIC MEANS AND INSTALLED BY COMPANY, THERE IS NO CHARGE. IN SOME CASES, MLINQS PERSONNEL MAY NEED TO INSTALL UPGRADES AND COMPANY MAY BE REQUIRED TO PAY FOR THESE ADDITIONAL INSTALLATION SERVICES. MLINQS WILL MAKE VERSION UPGRADES AVAILABLE TO COMPANY WHICH MLINQS DETERMINES ARE REQUIRED TO ACHIEVE THE SPECIFICATIONS ESTABLISHED BY MLINQS FOR THE SOFTWARE PRODUCTS. COMPANY ACKNOWLEDGES THAT MLINQS WILL MAINTAIN ONLY THE MOST CURRENT VERSION OF THE LICENSED PROGRAM. COMPANY AGREES TO INCORPORATE VERSION UPGRADES ON A TIMELY BASIS AND UNDERSTANDS THAT BUG FIXES AND REPAIRS MAY NOT BE POSSIBLE EXCEPT ON THE CURRENT VERSION. TECHNICAL SUPPORT DOES NOT COVER THIRD PARTY OPERATING SYSTEM SOFTWARE AND SUCH SOFTWARE MAY REQUIRE UPGRADING IN ORDER TO USE NEW VERSION UPGRADES. UPON RECEIPT AND INSTALLATION OF A VERSION UPGRADE, COMPANY MAY KEEP ONE COPY OF THE PREVIOUS VERSION OF THE



SOFTWARE PRODUCT FOR ARCHIVAL PURPOSES ONLY AND SHALL DESTROY ALL OTHER COPIES OF THE PREVIOUS VERSION OF THE SOFTWARE PRODUCT. NEW PRODUCTS AND VERSION UPGRADES ARE DETERMINED AND DEFINED SOLELY BY MLINQS.

6.3 DATA UPDATES. COMPANY IS ENTITLED TO [PER DIEM AND TAX DATA UPDATES] (COLLECTIVELY, “UPDATES”) WHICH MLINQS WILL POST ON ITS WEB SITE LOCATED AT WWW.MLINQS.NET.

7.0 THIRD-PARTY SOFTWARE.

7.1 THE OPERATING ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, ANY THIRD PARTY SOFTWARE REQUIRED TO USE THE SOFTWARE PRODUCT THAT IS NOT PROVIDED BY MLINQS, MUST BE IN ACCORDANCE WITH THE MLINQS TECHNICAL SPECIFICATIONS PROGRAM NOTE, www.mLINQS.net/moveLINQ/TechnicalSpecificationsProductNote.pdf, WHICH IS INCORPORATED BY REFERENCE INTO EACH PURCHASE ORDER. SPECIFICALLY, AND WITHOUT LIMITATION, COMPANY MUST HAVE ITS OWN LICENSE TO USE SQL SERVER AS SPECIFIED AT THE LINK IN THIS SECTION 7.1.

7.2 OTHER THIRD-PARTY SOFTWARE. THE SOFTWARE PRODUCTS UTILIZE THIRD PARTY SOFTWARE AS DESCRIBED AT www.mLINQS.net/moveLINQ/TechnicalSpecificationsProductNote.pdf. THE TERMS OF COMPANY’S USE OF THESE THIRD-PARTY SOFTWARE PROGRAMS ARE SUBJECT TO AND GOVERNED BY THEIR RESPECTIVE LICENSES. COMPANY AGREES TO COMPLY WITH THE TERMS AND CONDITIONS CONTAINED IN ALL SUCH THIRD-PARTY SOFTWARE LICENSES.

7.3 OPPORTUNITY TO REVIEW THIRD-PARTY LICENSES. PRIOR TO EXECUTING THE PURCHASE ORDER, YOU MAY REVIEW THE THIRD-PARTY LICENSES BY SUBMITTING A WRITTEN REQUEST TO MLINQS.

8.0 LIMITED WARRANTY. MLINQS WARRANTS THAT ON THE DATE OF DELIVERY TO COMPANY AND FOR A PERIOD OF ONE YEAR THEREAFTER, THE SOFTWARE PRODUCT WILL HAVE BEEN INSTALLED PROPERLY BY MLINQS ON THE COMPUTERS SPECIFIED BY COMPANY. COMPANY SHALL NOTIFY MLINQS IN WRITING OF ANY ALLEGED FAILING OF THE SOFTWARE PRODUCT WITH RESPECT TO INSTALLATION. IF COMPANY NOTIFIES MLINQS WITHIN SUCH ONE (1) YEAR PERIOD OF ANY DEFECT, THEN MLINQS SHALL REINSTALL THE SOFTWARE PRODUCT, WITHOUT ANY ADDITIONAL CHARGE TO COMPANY. THE FOREGOING WARRANTY IS VOID, HOWEVER, IF FAILURE OF THE INSTALLATION OF THE SOFTWARE PRODUCT HAS RESULTED FROM ACCIDENT, ABUSE, OR MISAPPLICATION BY COMPANY. THE REMEDIES DESCRIBED IN THIS SECTION ARE COMPANY’S SOLE AND EXCLUSIVE REMEDIES AND MLINQS’ SOLE OBLIGATION FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS SECTION.

9.0 DISCLAIMER OF WARRANTY. MLINQS DISCLAIMS, AND EXCLUDES ALL WARRANTIES WITH RESPECT TO THE SOFTWARE PRODUCT AND THE THIRD-PARTY SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE PRODUCT AND THE THIRD-PARTY SOFTWARE ARE PROVIDED “AS-IS” AND MLINQS DOES NOT WARRANT

THAT THE SOFTWARE PRODUCT OR THE THIRD-PARTY SOFTWARE WILL MEET ANY OR ALL OF COMPANY'S NEEDS OR REQUIREMENTS, THAT THE SOFTWARE PRODUCT IS ERROR-FREE OR THAT ALL ERRORS IN THE SOFTWARE PRODUCT WILL BE CORRECTED OR THAT THE FUNCTIONALITY OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED. NOTWITHSTANDING THE FOREGOING, IF ANY THIRD PARTY PERMITS MLINQS TO EXTEND ITS WARRANTY TO MLINQS' CUSTOMERS, MLINQS SHALL PASS THROUGH SUCH THIRD PARTY WARRANTIES BUT SHALL HAVE NO OBLIGATION WITH RESPECT TO SUCH WARRANTIES.

10.0 REPRESENTATIONS AND WARRANTIES OF MLINQS. MLINQS REPRESENTS AND WARRANTS THAT AS OF THE DATE OF THE PURCHASE ORDER, IT HAS THE FULL RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND GRANT THE LICENSE TO COMPANY HEREIN.

11.0 LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, MLINQS OR MLINQS' LICENSORS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF THIS SOFTWARE PRODUCT OR OUT OF THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH DAMAGES MAY BE BASED, AND EVEN IF COMPANY, MLINQS OR MLINQS' LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY'S LIABILITY FOR DAMAGES HEREUNDER EXCEED THE AMOUNTS PAID BY COMPANY FOR THE SOFTWARE PRODUCT UNDER A SPECIFIC ORDER PLACED UNDER THE GSA SCHEDULE CONTRACT.

12.0 INTELLECTUAL PROPERTY RIGHTS. ALL RIGHTS, TITLE AND INTEREST IN AND TO THE SOFTWARE PRODUCTS AND ANY IMPROVED, UPDATED, MODIFIED OR ADDITIONAL PARTS THEREOF, SHALL AT ALL TIMES REMAIN THE PROPERTY OF MLINQS OR MLINQS' LICENSORS. NOTHING HEREIN SHALL GIVE OR BE DEEMED TO GIVE COMPANY ANY RIGHT, TITLE OR INTEREST IN OR TO THE SAME EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. MLINQS RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN.

13.0 REPORTS AND AUDIT RIGHTS. AS REQUIRED BY THE TRANSPORTATION, DELIVERY AND RELOCATION SERVICES CONTRACT.

14.0 INDEMNIFICATION.

14.1 INDEMNIFICATION OF MLINQS. MLINQS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND INDEPENDENT CONTRACTORS AGAINST ANY CLAIM, DEMAND, OR ACTION ALLEGING THAT THE SOFTWARE PRODUCT OR ANY PORTION THEREOF, AS USED WITHIN THE SCOPE OF THIS AGREEMENT, INFRINGES OR MISAPPROPRIATES ANY THIRD-PARTY RIGHTS IN UNITED STATES COPYRIGHTS, PATENTS, OR TRADE SECRETS IN THE UNITED STATES. THE FOREGOING OBLIGATION IS SUBJECT TO COMPANY: (I) PROVIDING MLINQS REASONABLY PROMPT NOTICE IN WRITING OF ANY SUCH CLAIM OR OTHER INDEMNIFIABLE EVENT OR ACTION ("CLAIM"), (II) PERMITTING

MLINQS TO ANSWER AND DEFEND SUCH CLAIM, (III) NOT ENTERING INTO ANY SETTLEMENT OR COMPROMISE OF SUCH CLAIM WITHOUT MLINQS' PRIOR WRITTEN CONSENT, UNLESS REQUIRED BY FINAL DECREE OF A COURT OF COMPETENT JURISDICTION, (IV) TENDERING SOLE CONTROL OF THE DEFENSE AGAINST ANY SUCH CLAIM AND ALL NEGOTIATIONS FOR SETTLEMENT OR COMPROMISE THEREOF TO MLINQS, AND (V) PROVIDING REASONABLE COOPERATION IN SUCH DEFENSE AND SETTLEMENT. THE FOREGOING STATES COMPANY'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND.

14.2 LIMITATIONS. NOTWITHSTANDING THE FOREGOING, MLINQS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AS SET FORTH HEREIN ABOVE IN SECTION 14.1 FOR THAT PORTION OF THE SOFTWARE PRODUCT (I) THAT IS NOT USED IN ACCORDANCE WITH (A) THE TERMS AND CONDITIONS SPECIFIED IN THIS AGREEMENT, AND (B) THE DOCUMENTATION, OR (II) TO THE EXTENT ANY INFRINGEMENT OCCURS AS A RESULT OF COMPANY'S MODIFICATION OR COMBINATION OF THE SOFTWARE PRODUCT WITH ANY OTHER SOFTWARE PRODUCT, DATA, OR OTHER MATERIALS WITHOUT MLINQS' DIRECTION OR EXPRESS WRITTEN CONSENT.

15.0 TERM AND TERMINATION.

15.1 TERM. UNLESS OTHERWISE TERMINATED EARLIER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 15.2, THE TERM OF THIS AGREEMENT IS AS SPECIFIED IN THE PURCHASE ORDER. UNLESS OTHERWISE SPECIFIED IN A PURCHASE ORDER, THE TERM OF ANY LICENSE ISSUED HEREUNDER SHALL BE ONE YEAR FROM THE DATE OF PURCHASE ORDER. THE AGREEMENT WILL AUTOMATICALLY RENEW FOR SUBSEQUENT PERIODS OF ONE (1) YEAR UPON ITS ANNIVERSARY DATE UNLESS TERMINATED BY MLINQS PURSUANT TO THE PROVISIONS OF SECTION 15.2.

15.2 TERMINATION. EITHER PARTY MAY CANCEL THIS CONTRACT IN WHOLE OR IN PART BY PROVIDING WRITTEN NOTICE. THE CANCELLATION WILL TAKE EFFECT 30 CALENDAR DAYS AFTER THE OTHER PARTY RECEIVES THE NOTICE OF CANCELLATION. IF THE CONTRACTOR ELECTS TO CANCEL THIS CONTRACT, THE GOVERNMENT WILL NOT REIMBURSE THE MINIMUM GUARANTEE.

15.3 EFFECT OF TERMINATION OR EXPIRATION. UPON THE EFFECTIVE DATE OF TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE LICENSE GRANTED HEREUNDER SHALL TERMINATE AND COMPANY SHALL IMMEDIATELY DISCONTINUE USE OF THE SOFTWARE PRODUCT. COMPANY SHALL DESTROY ALL COPIES OF THE SOFTWARE PRODUCT AND RELATED MATERIALS IN COMPANY'S POSSESSION FURNISHED HEREUNDER BY MLINQS, AND COMPANY SHALL CONFIRM IN WRITING WITHIN FIFTEEN (15) DAYS OF TERMINATION THAT THE SOFTWARE PRODUCT AND RELATED MATERIALS AND DATA, AND ALL COPIES THEREOF HAVE BEEN DESTROYED. COMPANY SHALL IMMEDIATELY PAY TO MLINQS THE BALANCE ON ANY PAYMENTS DUE.

16.0 GOVERNMENT END USERS. FOR PURPOSES OF THIS AGREEMENT, "COMMERCIAL COMPUTER SOFTWARE" HAS THE MEANING SET FORTH IN



FAR 2.101. IF ACQUIRED BY OR ON BEHALF OF A CIVILIAN AGENCY, THE U.S. GOVERNMENT ACQUIRES THIS COMMERCIAL COMPUTER SOFTWARE AND/OR COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION AND OTHER TECHNICAL DATA SUBJECT TO THE TERMS OF THIS AGREEMENT AS SPECIFIED IN 48 C.F.R. 12.212 (COMPUTER SOFTWARE) AND 12.211 (TECHNICAL DATA) OF THE FEDERAL ACQUISITION REGULATION (“FAR”) AND ITS SUCCESSORS. IF ACQUIRED BY OR ON BEHALF OF ANY AGENCY WITHIN THE DEPARTMENT OF DEFENSE (“DOD”), THE U.S. GOVERNMENT ACQUIRES THIS COMMERCIAL COMPUTER SOFTWARE AND/OR COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION SUBJECT TO THE TERMS OF THIS AGREEMENT AS SPECIFIED IN 48 C.F.R. 227.7202-3 OF THE DOD FAR SUPPLEMENT (“DFARS”) AND ITS SUCCESSORS. THIS U.S. GOVERNMENT RIGHTS CLAUSE IS IN LIEU OF, AND SUPERSEDES, ANY OTHER FAR, DFARS, OR OTHER CLAUSE OR PROVISION THAT ADDRESSES GOVERNMENT RIGHTS IN COMPUTER SOFTWARE OR TECHNICAL DATA UNDER THIS AGREEMENT.

17.0 NO EXPORT. COMPANY AGREES AND CERTIFIES THAT NEITHER THE SOFTWARE PRODUCT NOR ANY OTHER TECHNICAL DATA RECEIVED FROM MLINQS, NOR THE DIRECT PRODUCT THEREOF, WILL BE EXPORTED OUTSIDE THE UNITED STATES OR RE-EXPORTED EXCEPT AS AUTHORIZED AND AS PERMITTED BY THE LAWS AND REGULATIONS OF THE UNITED STATES AND/OR THE LAWS AND REGULATIONS OF THE JURISDICTION, (IF OTHER THAN THE UNITED STATES) IN WHICH COMPANY RIGHTFULLY OBTAINED THE SOFTWARE PRODUCT.

18.0 General Provisions. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, telegram, telecopier, facsimile transmission, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) calendar days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices to mLINQS shall be sent to the following address: 8203 Roseland Drive, Fairfax Station, Virginia 22039; fax number 413-647-8202. Notices to Company regarding individual orders shall be sent to the “bill to” address set forth in the Purchase Order and regarding the terms of this Agreement shall be to the GSA contact for the TDRS Schedule 48. A party may change its notice address upon written notice to the other party. Except for payment of applicable fees, neither Company nor mLINQS is responsible for failure to fulfill any obligations due to causes beyond its control. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to conflict of laws principles. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. This Agreement may not be assigned, sublicensed or otherwise transferred by Company without mLINQS prior written consent. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement may only be modified in writing by an authorized representative of mLINQS and the Company.

mLINQS License Agreement REV 12-15 with RP