

**AUTHORIZED FEDERAL SUPPLY SERVICE  
INFORMATION TECHNOLOGY SCHEDULE PRICELIST  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-51 Information Technology Professional Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Synergy Software Technologies Inc.  
25 New England Drive, Essex Junction, VT 05452  
802-878-8514**

**Contract Number: GS-35F-0011S**

Period Covered by Contract: October 7, 2005 - October 7, 2020

Pricelist current through Modification #22 dated 10/07/2015

**SIN 132-32 - TERM SOFTWARE LICENSES**

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

**132-51 Information Technology Professional Services**

General Services Administration  
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES  
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

**SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!<sup>TM</sup> on-line shopping service ([www.fss.gsa.gov](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Supply Service Home Page ([www.fss.gsa.gov](http://www.fss.gsa.gov)) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. Geographic Scope of Contract:

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

2. Contractor's Ordering Address and Payment Information:

[Synergy Software Technologies Inc.](#)  
[25 New England Drive, Essex Junction, VT 05452](#)

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

[802-878-8514](tel:802-878-8514)

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: [808072052](#)

Block 30: Type of Contractor - [B. Other Small Business](#)

Block 31: Woman-Owned Small Business - [No](#)

Block 36: Contractor's Taxpayer Identification Number (TIN): [03-0345510](#)

4a. CAGE Code: 035A3

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE – As agreed upon by contractor and ordering agency.

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	45 Days
132-51	As agreed upon by contractor & ordering agency

b. 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.

7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: days from receipt of invoice or date of acceptance, whichever is later. 2% 10 Days
- b. Quantity None
- c. Dollar Volume None
- d. Government Educational Institutions Government Educational is offered the same discounts as all other government customers
- e. Other None

8. Trade Agreements Act of 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. Statement Concerning Availability of Export Packing: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-51 - Information Technology Professional Services

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

**[NOTE: Special ordering procedures have been established for Special Item Numbers (SINs) 132-51 IT Professional Services and 132-52 EC Services; refer to the terms and conditions for those SINs.]**

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule

Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--

- (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
- (2) Trade-in considerations;
- (3) Probable life of the item selected as compared with that of a comparable item;
- (4) Warranty considerations;
- (5) Maintenance availability;
- (6) Past performance; and
- (7) Environmental and energy efficiency considerations.

c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein

comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

#### 14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (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 the 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 the Multiple Award Schedule. 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: 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 to 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 Requirements: 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.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) 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.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

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Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

## **20. BLANKET PURCHASE AGREEMENTS (BPAs)**

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

## **21. CONTRACTOR TEAM ARRANGEMENTS**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

## **22. 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.

## **23. SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

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The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from \_\_\_\_\_ dated \_\_\_\_\_. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

**25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**26. SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

**27. ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO  
TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32),  
PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33), MAINTENANCE  
(SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE  
COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

[See attached 'Software License Agreement'.](#)

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number [802-878-8514](tel:802-878-8514) x 3 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from [8:30 AM](#) to [8:00 PM Eastern](#).

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

[See attached 'Synergy Software License Agreement' and 'Aging.com Service Level Agreement'](#)

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

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of \_N/A (see exceptions)\* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
  - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

#### 9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### 10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

#### 11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)  
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract 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 or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

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

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

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

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

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

## 6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## 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 (Deviation – May 2003) 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. INDEPENDENT CONTRACTOR

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

## 10. ORGANIZATIONAL CONFLICTS OF INTEREST

### a. Definitions.

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

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

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

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

## 11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

#### 13. RESUMES

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

#### 14. INCIDENTAL SUPPORT COSTS

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

#### 15. APPROVAL OF SUBCONTRACTS

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

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

See Pricelist of Services

**USA COMMITMENT TO PROMOTE  
SMALL BUSINESS PARTICIPATION  
PROCUREMENT PROGRAMS**

PREAMBLE

Synergy Software Technologies, Inc. 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 (**John Byer, 802-878-4717**)

**BEST VALUE  
BLANKET PURCHASE AGREEMENT  
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) 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(s) \_\_\_\_\_.

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(s) \_\_\_\_\_, 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:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(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:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(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.

\*\*\*\*\*

BASIC GUIDELINES FOR USING  
"CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a 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 customers 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.

# SUBSCRIPTION AGREEMENT FOR A HOSTED PLATFORM SOLUTION

The documents below describe the relationship between Synergy Software Technologies, Inc. (“SaaS Provider”) and the Client identified below (“Client”) (each of SaaS Provider and Client, a “Party”). The documents attached to this cover page will consist of the Master Terms and Conditions, which describe the general legal terms governing the relationship, and one (1) or more orders, attachments, schedules, or addenda setting forth additional details (collectively, the “Agreement”). This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the “*Effective Date*”).

**CLIENT INFORMATION:**

Name/Client: _____	Principal Contact Person: _____
Address: _____ _____ _____	Title: _____ Phone: _____ Fax: _____ Email Address: _____
Billing Contact: _____	
Title: _____	
Phone: _____	
Fax: _____	Client Tax ID Number: _____
Email Address: _____	

**FOR INTERNAL SAAS PROVIDER USE ONLY:**

Contract #: \_\_\_\_\_

Client type: Commercial  or Governmental

Please indicate (by checking the appropriate boxes below) which attachments or addendum, if any, are initially executed and attached to this Agreement.

[TBD: Subscription Order]

[TBD: Implementation or other professional services]

[TBD: Service Levels]

Other [Describe – e.g., supplemental security, BAA, or other documents] [If applicable]

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

<b>CLIENT:</b> _____	<b>SYNERGY SOFTWARE TECHNOLOGIES, INC.</b>
<b>By (Signature):</b> _____	<b>By (Signature):</b> _____
<b>Name (Printed):</b> _____	<b>Name (Printed):</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

# Master Terms and Conditions

## 1. DEFINITION OF TERMS

The following terms have the following meanings:

1.1. “**Confidential Information**” means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement, unless it is or later becomes publicly available through no fault of the other Party or it was or later is rightfully developed or obtained by the other Party from independent sources free from any duty of confidentiality. Without limiting the generality of the foregoing, Confidential Information shall include: (a) Client data and non-public information, documentation, and materials, which may be disclosed or made available from any source or in any form relating to the Client’s business, financial information, patients, employees, programs, documentation, techniques, trade secrets, and systems, and (b) SaaS Provider’s Proprietary Items. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the identity of the services or products. When the end user is an instrumentality of the US Government, neither the EULA (this document) or the Schedule Price List shall be deemed “confidential information” notwithstanding marking to the effect. Notwithstanding anytime in this Agreement to the contrary, the government may retain such Confidential Information as required by law, regulation or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

1.2. “**Documentation**” means SaaS Provider’s standard user guides and manuals relating to the Services and Platform, including on-line help, as updated and amended from time to time.

1.3. “**Named User**” means a specific and unique individual employee, agent or contractor of Client with access to use of the Software for the benefit of Client in the operation of Client’s business. Client acknowledges and agrees that, as between Client and SaaS Provider, Client shall be responsible for all acts and omissions of Named Users.

1.4. “**Order**” means SaaS Provider’s standard order form executed by both Parties, substantially in the applicable form attached to this Agreement, or an order in another form that is executed by both Parties and references this Agreement. Schedule A sets forth a form for the initial subscription Order. Schedule B sets forth a form for initial Professional Services required for implementation and training.

1.5. “**Platform**” means SaaS Provider’s proprietary application software, web-site platforms, hardware, and technology infrastructure supporting the Services.

1.6. “**Proprietary Items**” means, collectively, the Services, Platform, and Documentation, the visual expressions, screen formats, report formats and other design features of the Services and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Services, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Services, Platform, or Documentation, all derivative works (as such term is used in U.S. copyright laws) based upon any of the foregoing, deliverables and work product arising from the Professional Services, and all copies of the foregoing.

1.7. “**Services**” or “**SaaS Services**” means the services that are ordered by Client under a subscription Order, including limited access and use rights to the applicable Platform in accordance with the Documentation and this Agreement. SaaS Services do not include Professional Services.

1.8. “**Professional Services**” means services designated as such under Section 3 and in an Order for Professional Services. Professional Services may include training, data conversion, deployment, or implementation services other than the SaaS Services.

1.9. “**Subscription Term**” means the duration of Client’s right to receive, access, and use the Services and Platform, as set forth on an Order (the “**Initial Subscription Term**”) and any subsequent Renewal Subscription Terms. In the event that such duration is not specified on the applicable Order, the Subscription Term shall be thirty six (36) months. The Subscription Term shall automatically renew for a term that is equal to twelve (12) months, unless one Party provides the other Party at least ninety (90) days written notice of its intent to not renew the Subscription Term (a “**Renewal Subscription Term**”). When the end user is an instrumentality of the U.S. Government, automatic renewals shall not apply.

## 2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

2.1. **Subscription Rights; SaaS Provider Obligations.** Subject to the terms and conditions of this Agreement, SaaS Provider shall make available to Client and its Named Users on a non-exclusive and non-transferable basis during the Subscription Term the Services in accordance with the Documentation, applicable Order(s), and the following:

- a) SaaS Provider shall host, operate, maintain, and support the Platform as necessary to make available the Services in accordance with the service levels set forth in Schedule C;

- b) SaaS Provider shall specify to Client procedures according to which Client may establish and obtain access to and use of the features and functions of the Services and Platform, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures;
- c) SaaS Provider shall provide to Client standard support for the Services and Platform at no additional charge, and/or specialized support if purchased by Client and described in an Order;
- d) From time to time in accordance with SaaS Provider's generally applicable procedures, SaaS Provider shall make available and implement upgrades, enhancements, and error corrections at no additional charge when such upgrades, enhancements and error corrections are generally made available to its other clients at no additional charge.

2.2. **Named Users.** Unless otherwise specified in the applicable Order, (a) Services are purchased for a specified number of Named Users and may be accessed by no more than the specified number of Named Users, (b) additional Named User subscriptions may be added during the Subscription Term at a mutually agreed upon fee, and (c) the added Named User subscriptions shall terminate on the same date as the initial Named User subscriptions. Named User subscriptions are for designated Named Users and cannot be shared or used by more than one individual, but may be reassigned to new Named Users replacing former Named Users who no longer require access or use of the Services or Platform in the foreseeable future (e.g., Named Users who terminate their employment with Client). Any individuals that use or access the Services or Platform must be licensed as Named Users, including individuals using or access the Services or Platform through interfaces, framing, intermediary systems, or similar means.

2.3. **Client Responsibilities.** Client shall (a) be responsible for connecting to and using the Services and Platform made available to it in accordance with this Agreement, (b) be responsible for Named Users' acts and omissions, (c) be responsible for the accuracy, quality, integrity and legality of Client and Named User data and the means by which such data was acquired, (d) use commercially reasonable efforts to prevent unauthorized access to or use of the Services or Platform, and notify SaaS Provider promptly of any such unauthorized access or use, (e) use the Services and Platform only in accordance with this Agreement, the Documentation and applicable laws and regulations, and (f) reasonably cooperate with SaaS Provider as necessary for SaaS Provider to perform its obligations.

2.4. **Restrictions.** Client shall not (and shall not permit any Named User to) (a) make the Services or Platform available to any third party other than Named Users, (b) resell, lease, distribute, transfer or otherwise make available the Services or Platform on a time-sharing or service bureau basis, (iii) use the Services or Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Services or Platform to store or transmit malicious code, (d) use or access the Services or Platform in any way that threatens the integrity, performance, or availability of the Services or Platform or any data therein, (e) attempt to gain unauthorized access to the Services, Platform or the data stored or processed therein, other than authorized Client data, or (f) decompile, disassemble, or reverse engineer the Services or Platform, in whole or in part. SaaS Provider may restrict or prohibit access to Named Users that SaaS Provider reasonably suspects are breaching obligations under this Agreement.

### 3. IMPLEMENTATION, TRAINING, AND OTHER PROFESSIONAL SERVICES

3.1. **SaaS Provider Obligations.** Client may engage SaaS Provider to perform certain Professional Services in connection with the Services or Platform, including, without limitation, data conversions, training, deployment, implementations, integration, or other Professional Services, through Professional Service Orders. Any Order for Professional Services shall describe the fees, costs and expenses payable, if any, by Client to SaaS Provider and any assumptions or dependencies relating to such Professional Services. SaaS Provider shall have no obligation to perform any Professional Services until an Order for such Services has been executed.

3.2. **Modifications and Change Control.** A Party may request a modification to the Professional Services by written request to the other Party and specifying the desired modification(s). After receiving a request from Client, SaaS Provider shall submit an estimate of the impact for such modifications and a revised estimate of the time for performance following receipt of such request and all required information. Modifications shall be performed under the terms of this Agreement and the applicable Order once mutually agreed. Modifications in any Order shall become effective only when executed by authorized representatives of both Parties.

3.3. **Client Responsibilities.** Client shall cooperate with SaaS Provider as necessary for SaaS Provider to provide Professional Services. Subject to the applicable Order, Client shall make available in a timely manner at no charge to SaaS Provider all facilities, office space and equipment, programs, data, files, documentation, test data, or other information and resources required by SaaS Provider for the performance of the Professional Services. Client shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all data, materials and information supplied by Client. Client shall reimburse SaaS Provider for any additional efforts or costs it incurs as a result of Client's failure to perform its obligations.

### 4. CLIENT DATA

4.1. **Client Data.** Client acknowledges and understands that use of the Services or Platform will permit or require Client to provide certain Client data to SaaS Provider for purposes of processing or storage.

4.2. **Data Ownership.** All Client data shall be considered proprietary to Client. SaaS Provider will only use Client data for performing the Services, Professional Services, and as authorized under this Agreement.

4.3. **Data Safeguards.** SaaS Provider shall maintain reasonable and appropriate data safeguards and procedures designed to prevent the authorized use or disclosure of Client data as required under applicable laws ("**Data Safeguards**"). SaaS Provider will periodically maintain archives and back-ups of Client data in accordance with SaaS Provider's generally applicable disaster recovery and business continuity procedures and industry standards. Client data may be stored on media or hardware containing other client data both during and after the Subscription Term, provided such media and hardware are subject to the Data Safeguards.

4.4. **End of Subscription Term; Data Transfer.** Upon the termination or expiration of the Agreement and subject to payment of all amounts then due an owing (other than Good Faith Disputes), SaaS Provider will transfer a copy of Client data in SaaS Provider's possession or control to Client within thirty (30) days following any termination or expiration (or otherwise upon Client's reasonable request). Client shall pay a fee to SaaS Provider for such work as determined by SaaS Provider's then-standard hourly rates and any related expenses incurred in connection with the transfer. SaaS Provider is not obligated to store any Client data for more than 60 days following the termination or expiration of the Subscription Term, but will do so for a mutually agreed storage fee. SaaS Provider will delete any Client data in its control or possession thereafter, but may retain archival copies for archival purposes only and subject to the Data Safeguards.

## 5. PAYMENTS

5.1. **Fees and Expenses.** In consideration for the subscriptions granted to Client and the performance of SaaS Provider's other obligations under this Agreement, Client shall pay to SaaS Provider, without offset or deduction, the fees and expenses as determined under the Orders and this Agreement. The fees for Professional Services, if any, shall be based upon SaaS Provider's standard professional fee rates then in effect, unless otherwise stated in an applicable Order. SaaS Provider reserves the right to increase the fees each year, but must provide notification of such increases at least thirty (30) days in advance. Unless otherwise provided in an Order, all such fees shall be due and payable within thirty (30) calendar days after an invoice is issued by SaaS Provider. Whenever any services are provided by SaaS Provider at a Client location or any other location requested by Client other than one of SaaS Provider's locations, Client shall reimburse SaaS Provider for reasonable travel, lodging, meal and related expenses incurred by SaaS Provider representatives in providing such services. When the end user is an instrumentality of the U.S. Government, any increase in fees must conform to the terms of the contract.

5.2. **Taxes.** The fees and other amounts payable by Client to SaaS Provider do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, Professional Services, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon SaaS Provider's net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse SaaS Provider for any taxes payable or collectable by SaaS Provider (other than taxes based upon SaaS Provider's net income). If Client has provided SaaS Provider with proof of its tax exempt status, then, in the event that Client's tax exempt status should become altered, Client shall be obligated to notify SaaS Provider immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify SaaS Provider of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against SaaS Provider or Client as a result of such Client failure. If the end user is an instrumentality of the U.S. Government, any taxes to be paid by the Government as an end user will be submitted to the Contracting Officer for adjudication.

5.3. **Payment Terms.** Fees and expenses shall be invoiced by SaaS Provider as set forth in the Order. If not specified in an Order, fees shall be payable in advance upon execution of the Order and expenses as incurred. All invoices shall be sent to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. If any Client payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue, unless the non-payment is subject to a Good Faith Dispute. All fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars. "**Good Faith Dispute**" means a good faith dispute by Client of certain amounts invoiced under this Agreement. A Good Faith Dispute will be deemed to exist only if (a) Client has given written notice of the dispute to SaaS Provider promptly after receiving the invoice and (b) the notice explains Client's position in reasonable detail. A Good Faith Dispute will not exist as to an invoice in its entirety merely because certain amounts on the invoice have been disputed. When the end user of this contract is an instrumentality of the U.S. Government equitable relieve, award of attorney fees, costs or interest is only allowed against when explicitly provided by statute (e.g. Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved according to the Disputes clause, and binding arbitration will not be used.

5.4. **Suspension.** In the event that Client's account is more than thirty (30) days overdue, SaaS Provider shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Services and Platform, without further notice to Client, until Client has paid the full balance owed, plus any interest due.

## 6. WARRANTIES AND LIMITATIONS

6.1. **Performance Warranties.** The Services and Platform shall perform as described in the then current Documentation in all material respects. The Professional Services shall be performed in a good and workmanlike manner. Client will timely notify SaaS provider of any known non-conformance to these warranties. SaaS Provider's only obligation under these warranties is to correct any failure to so perform, or if

such correction is not possible in a commercially reasonable timeframe, refund the fees paid for the specific non-conforming services during the periods of non-conformance.

6.2. **No Kickbacks.** SaaS Provider certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the SaaS Provider breaches or violates this warranty, Client may, at its discretion, terminate this Agreement without liability.

6.3. **Nondiscrimination.** SaaS Provider shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, et seq.

6.4. **Exclusion for Unauthorized Actions and Results of Use.** SaaS Provider shall have no liability under any provision of this Agreement with respect to any performance problem, delay, or other matter to the extent attributable to any unauthorized or improper use or modification of the Services, Platform, Documentation, or Professional Services deliverables, any unauthorized combination with other services, deliverables, platforms, software, hardware, or technology, or any act or omission by Client, its affiliates, or their Named Users or other representatives or contractors. Client is solely responsible for the results obtained from the use of the Services, Platform, Documentation, and Professional Services.

6.5. **Disclaimer.** EXCEPT AS EXPRESSLY STATED ABOVE IN THIS SECTION 6, THE SERVICES, PLATFORM, DOCUMENTATION, AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND SAAS PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. SAAS PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, NOR SHALL SAAS PROVIDER HAVE ANY LIABILITY WITH RESPECT TO, ANY THIRD PARTY DATA, PRODUCTS OR SERVICES.

6.6. **Damage Limitation.** IN NO EVENT WILL SAAS PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF REVENUE, SAVINGS OR DATA) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE USE OF ANY SERVICES, PLATFORM, DOCUMENTATION, OR PROFESSIONAL SERVICES BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.7. **Other Limitations.** The warranties made by SaaS Provider in this Agreement, and the obligations of SaaS Provider under this Agreement, run only to Client and not to any third party. Under no circumstances shall any Client affiliate, Client customer, patient, contractor, or user, or any other third party be considered a third party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than one (1) year after Client first has knowledge of the basis for the action or claim. The Client and SaaS Provider have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

## 7. CONFIDENTIALITY

All Confidential Information of a Party ("**Disclosing Party**") in the possession of the other ("**Receiving Party**"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except (a) as necessary to implement or perform this Agreement, or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access. The Receiving Party shall advise all such employees and representatives, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Section.

## 8. OWNERSHIP OF PROPRIETARY ITEMS

8.1. **General.** All Proprietary Items provided to or accessed by Client under this Agreement are being made available on a strictly confidential and limited use basis in accordance with this Agreement and have great commercial value to SaaS Provider. This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Proprietary Items are transferred to Client under this Agreement. SaaS Provider reserves all rights not expressly granted by this Agreement.

8.2. **Title and Ownership.** All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of SaaS Provider. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties or their representatives through Professional Services or otherwise) will be solely and exclusively owned by SaaS Provider. Client hereby assigns to SaaS Provider any rights, title and interest, including all intellectual property rights in any feedback,

suggestions, ideas, derivative works, modifications, enhancements, or improvements related to the Proprietary Items that Client or any of its Named Users or representatives provide, propose, create, conceive, author or develop relating to this Agreement or their use of the Services or Platform. Client will execute and deliver (or cause its representatives to execute and deliver) any additional documents deemed reasonably necessary or appropriate to perfect, maintain, protect, or enforce SaaS Provider's rights described above and the intent of this Section.

## 9. INDEMNIFICATION

9.1. **By SaaS Provider.** SaaS Provider shall defend, indemnify, and hold Client harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any third party claim that any use of, or access to, the Proprietary Items by Client as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets, provided that Client gives SaaS Provider (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as SaaS Provider may reasonably request, at SaaS Provider's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, SaaS Provider shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from (1) the combination, operation, or use of the Proprietary Items with products, services, deliverables, materials, technologies, business methods or processes not furnished by SaaS Provider; (2) modifications which were not made by SaaS Provider; (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement (collectively, "**IP Exclusions**"). Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that SaaS Provider believes that such a claim is likely, SaaS Provider may, at its option (i) modify the Proprietary Item so that it becomes non-infringing, or substitute functionally similar services, platforms, deliverables, or documentation; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement (or the applicable Orders) on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section shall constitute SaaS Provider's entire liability and Client's sole remedy for any infringement or misappropriation. When the end user is an instrumentality of the U.S. Government, representation of the U.S. Government in any patent indemnity action is by the U.S. Department of Justice.

## 10. TERMINATION

10.1. Either Party may terminate this Agreement immediately on giving notice in writing to the other Party if the other Party:

(a) commits a material breach (including any non-payment of fees due other than fees subject to a Good Faith Dispute) and, in the case of a material breach capable of being cured, failed to cure that breach within sixty (60) days after the receipt of a request in writing to cure such breach; or

(b) files for bankruptcy; (ii) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (iii) makes an assignment for the benefit of all or substantially all of its creditors; or (iv) enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations; provided, however, if the non-terminating party provides adequate assurances regarding its ability to continue performing the other Party may not terminate.

10.2. Upon any termination or expiration of this Agreement, whether under this Section 10 or otherwise, SaaS Provider shall perform its data transfer obligations under Section 4.4 of the Agreement and Client shall: (a) discontinue all access and use of all Proprietary Items, (b) promptly return to SaaS Provider all copies of the Documentation and any other Proprietary Items then in Client's possession or control, and (c) give written notice to SaaS Provider certifying that all copies of the Proprietary Information have been permanently deleted. Client shall remain liable for all payments due to SaaS Provider with respect to the period ending on the date of termination. For any termination other than a termination for good cause by Client in accordance with Section 10.1, the balance of all remaining subscription fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 4.4, 5, 6.4 - 6.7, 7, 8, 9, 10, and 11 shall survive any termination or expiration of this Agreement. When the end user is an instrumentality of the U.S. Government, this is a contract with the U.S. Government and is subject to the Federal Acquisition Regulation. Venue, jurisdiction and statute of limitations for any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.). Recourse against the United States for a breach of this agreement, if any, must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. While a dispute is pending the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action, arising under the contract, and comply with any decision of the Contracting Officer.

## 11. OTHER PROVISIONS

11.1. **Compliance with Laws.** Each Party shall keep informed of and comply with all applicable federal, state and local laws and regulations in connection with their business, operations, and obligations under this Agreement.

11.2. **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

11.3. **Parties in Interest.** This Agreement shall bind, benefit and be enforceable by and against SaaS Provider and Client and, to the extent permitted hereby, their respective successors and assigns. Neither Party may assign any of its rights or obligations under this Agreement, and

any attempt at such assignment will be void without the other Party's prior written consent, which consent will not be unreasonably withheld. When the end user is an instrumentality of the U.S. Government, assignment of government contracts without the government's prior approval is prohibited by statute, except for assignment of payment to a financial institution.

(a) Notwithstanding the foregoing, the following shall not be considered "assignments" for purposes of this Agreement: SaaS Provider's assignment of this Agreement or of any SaaS Provider rights under this Agreement to SaaS Provider's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SaaS Provider's assignment of this Agreement to any person or entity to which SaaS Provider transfers any of its rights in the Proprietary Items.

(b) Any express assignment of this Agreement, any change in control of Client, any acquisition of additional business by Client (by asset acquisition, merger or otherwise by operation of law), any assignment by Client to an affiliate, and any assignment by merger or otherwise by operation of law, shall constitute an assignment of this Agreement by Client for purposes of this Section ("**Client Assignment**"). Client shall give written notice to SaaS Provider at least thirty (30) days before a Client Assignment certifying the expected use of the Services to process any additional business related to such Client Assignment ("**Additional Business**"). If any Client Assignment occurs, Client may continue to process its business to the extent it existed before such Client Assignment, but Client may not use the Services to process any Additional Business until and unless Client has paid to SaaS Provider an Additional Business fee, to be negotiated at the time of the Client Assignment. Any use of the Software to process any Additional Business before the payment of such fee shall be deemed a material breach of this Agreement. Client shall promptly complete and return to SaaS Provider periodic certifications which SaaS Provider, in its sole discretion, may from time to time send to Client, certifying the actual use of the Services to process any Additional Business.

11.4. **Export Laws and Use Outside of the United States.** Client shall comply with the export related laws and regulations. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority.

11.5. **Audit and Inspection.** From time-to-time (not to exceed once per year), SaaS Provider may reasonably inspect and verify Client's records and procedures to confirm whether Client is in compliance with this Agreement. {SaaS Provider will provide Client any SSAE 16 or similar audit reports that SaaS Provider provides for general distribution to its clients. Such reports are Proprietary Items.}

11.6. **Relationship.** The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

11.7. **Entire Understanding.** This Agreement, which includes and incorporates Orders, attachments, and any other schedules, exhibits and addenda attached to it, states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. In the event of any conflict between these Terms and Conditions and an Order, the Order shall govern.

11.8. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

11.9. **Severability.** If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

11.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply.

11.12. **Force Majeure.** Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

11.13. **Restrictions on Use of Client's Name.** Client authorizes SaaS Provider to use Client's name in any routine list of SaaS Provider clients and as a reference. SaaS Provider may not use Client's name in any advertising or press release without the prior written consent of

Client.

11.14. **Government End-Users.** Each of the Services, Platform, Documentation, and related items are intended to be “commercial items” to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

11.15. **Award of Related Contracts.** Client may undertake or award supplemental or successor contracts for work related to this Agreement or any Order as mutually agreed by the Parties.

**[END OF MASTER TERMS AND CONDITIONS]**



**GS-35F-0011S Price List  
AUGUST 2013**

**Labor SIN 132-51**

Labor Category	Minimum Years Experience	Education Required	Unit	GSA Price
Harmony Project Leader – Harmony Project Leader	3	PMP Certification	Hour	\$222.00
Harmony Project Leader – Associate Technical Architect	2	BS or equivalent	Hour	\$173.00
Harmony Project Leader – Technical Consultant	2	BS or equivalent	Hour	\$173.00
Harmony Project Leader – Senior Business Consultant	3	BS or equivalent	Hour	\$212.00
AoA Sentinel States Custom Development	3	BS Computer Science or equivalent, MSFT SQL DB Administration proficiency	Hour	\$130.98
AoA NAPIS Custom Development	2	BS Computer Science or equivalent, MSFT ASP. NET proficiency	Hour	\$110.83
AoA Project Management	3	PMP Certification	Hour	\$110.83
AoA Quality Assurance	2	4 year College degree	Hour	\$110.83

**One Time Fees 132-32**

**Data and Hosting**

Product	Brand	Unit of Measure	GSA Price
One Time Setup Fee	Synergy	One Time	\$326.00
Database Installation Fee	Synergy	One Time	\$494.00

**New Subscription Prices SIN 132-32**

**SAMS**

Product	Brand	Unit of Measure	GSA Price
State Agency Tier 5	Synergy	Year	\$24,684.00
Agency Tier 4	Synergy	Year	\$7,899.00
Agency Tier 3	Synergy	Year	\$3,653.00
Agency Tier 2	Synergy	Year	\$2,468.00
Provider/Site Tier 5	Synergy	Year	\$6,911.00
Additional Per Named User/Seats	Synergy	Year	\$109.00

**SAMS I&R**

Product	Brand	Unit of Measure	GSA Price
Named User/Seats	Synergy	Year	\$139.04

**Omnia**

Product	Brand	Unit of Measure	GSA Price
Designer	Synergy	Year	\$2,468.00
Custom Assessment Form License	Synergy	Year	\$247.00
Analyzer	Synergy	Year	\$1,481.00
Analyzer Seat	Synergy	Year	\$148.00

**OmbudsManager**

Product	Brand	Unit of Measure	GSA Price
Site License	Synergy	Year	\$1,975.00
Minimum for State LTC Deployment	Synergy	Year	\$5,924.00
Named User/Seats	Synergy	Year	\$247.00

**Web Resource Center**

Product	Brand	Unit of Measure	GSA Price
Web Resource Center – Agency Site License	Synergy	Year	\$3,979.85

**Harmony .NET**

Product	Brand	Unit of Measure	GSA Price
Harmony Case Management – Named Agency User	Synergy	Year	\$769.59
Two Part Harmony - Named Provider User	Synergy	Year	\$482.75
Claims Manager and Adjudication Engine	Synergy	Year	\$41,977.99

**Data and Hosting**

Product	Brand	Unit of Measure	GSA Price
Annual Hosting Subscription – per user ID	Synergy	Year	\$355.00

**Renewal Prices****SAMS**

Product	Brand	Unit of Measure	GSA Price
State Renewal	Synergy	Year	\$12,843.02
Agency Tier 5 Renewal	Synergy	Year	\$5,984.89
Provider Tier 1 Renewal	Synergy	Year	\$199.50
Provider Tier 2 Renewal	Synergy	Year	\$514.16
Provider Tier 3 Renewal	Synergy	Year	\$924.94
Named User/Seat Renewal	Synergy	Year	\$113.35
SAMScan Renewal	Synergy	Year	\$514.16

**SAMS I&R**

Product	Brand	Unit of Measure	GSA Price
SAM I&R Site - Renewal	Synergy	Year	\$997.48
SAM I&R Seat - Renewal	Synergy	Year	\$128.77

**Omnia**

Product	Brand	Unit of Measure	GSA Price
Omnia Custom Assessment Form - Renewal	Synergy	Year	\$151.13
Omnia Designer - Renewal	Synergy	Year	\$498.74
Omnia Analyzer Site - Renewal	Synergy	Year	\$398.99

**OmbudsManager**

Product	Brand	Unit of Measure	GSA Price
OmbudsManager State LTC - Renewal	Synergy	Year	\$3,324.94
OmbudgsManager Additional Named User/Seat - Renewal	Synergy	Year	\$166.25

**Web Resource Center**

Product	Brand	Unit of Measure	GSA Price
New Mexico Web Resource Center Site - Renewal	Synergy	Year	\$3,979.85

**Harmony for APS**

Product	Brand	Unit of Measure	GSA Price
Harmony 7.0 for NM - Renewal	Synergy	Year	\$181,360.20

**Harmony .NET**

Product	Brand	Unit of Measure	GSA Price
Harmony Case Management Renewal – Named Agency User	Synergy	Year	\$768.97
Two Part Harmony Renewal - Named Provider User	Synergy	Year	\$482.75
Claims Manager and Adjudication Engine Renewal	Synergy	Year	\$41,977.99

**Advanced Reporting**

Product	Brand	Unit of Measure	GSA Price
Harmony Advanced Reporting AoA Edition Renewal Base - Renewal	Synergy	Year	\$20,151.13
Harmony Advanced Reporting AoA Edition Renewal - Each Additional State	Synergy	Year	\$15,113.35
Harmony Advanced Reporting Renewal - Report Writer User	Synergy	Year	\$251.89

**AoA Support**

Product	Brand	Unit of Measure	GSA Price
TRT Support	Synergy	Year	\$20,151.13
ORT Support	Synergy	Year	\$20,151.13
SRT Support	Synergy	Year	\$20,151.13

#### Data and Hosting

Product	Synergy	Unit of Measure	GSA Price
AoA Aging Network Subscription – Each name user/Seat	Synergy	Year	\$325.44
AoA Aging Network Hosting (SRT/ORT) – Each named user/Seat	Synergy	Year	\$325.54
AoA Data Community Portal Fees - up to 1,000 users/Seat	Synergy	Year	\$5,037.78
Agency Network Annual Hosting each named user - Renewal	Synergy	Year	\$359.09
Escrow of Synergy Databases	Synergy	Year	\$2,015.11
Automated Database Back-up Service Hosting Setup Fees	Synergy	Monthly	\$25.19