

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

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs.

SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers

Application Software

Utility Software

Communications Software

SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: 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.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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Contract Number: **GS-35F-0058W**

Period Covered by Contract: **October 28, 2009 through October 27, 2014**

General Services Administration

Federal Acquisition Service

Pricelist current through Modification #_25_____, dated _Feb 6, 2014_____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.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 Acquisition Service. 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.

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!TM on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (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:

The Geographic Scope of Contract will be domestic delivery only.

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:

**The Confiance Group, LLC
1900 Campus Commons Drive, Suite 100
Reston, VA 20191**

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 up to \$10,000. 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: **866-398-9639**

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: **829620371**

Block 30: Type of Contractor: **Other Small Business**

Block 31: Woman-Owned Small Business: No

Block 36: Contractor's Taxpayer Identification Number (TIN): **26-0347094**

4a. CAGE Code: **5BYL0**

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

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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)
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132-33	30 Days
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132-50	As Negotiated
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132-51	As Negotiated
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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: **0% - 30** days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: **None**

c. Dollar Volume: **None**

d. Government Educational Institutions: **Government Educational Institutions are offered the same discount 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

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **\$100**.

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 132-33 - Perpetual Software Licenses

Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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 Acquisition 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 2003)

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: 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.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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 52.212-4)

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.gsaadvantage.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 as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

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 or 132-9.

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:

www.confiancegroup.com

The EIT standard can be found at: 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 PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33)**

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-398-9639 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9am to 5pm Eastern Time.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:
Software Maintenance as a Product (SIN 132-33):
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.
- 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. UTILIZATION LIMITATIONS (132-33)

- 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.

6. SOFTWARE CONVERSIONS (SIN 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.

7. 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.

8. RIGHT-TO-COPY PRICING

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

9. END USER LICENSE AGREEMENT (EULA) REQUIREMENTS

Software AG's EULA, see pages 26 – 35.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None

**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 Professional 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 I-FSS-60 Performance Incentives (April 2000)

- 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.
- 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 1 – 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 (May 2001) (Deviation 1 – 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 – Dec 2007) 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/IAM Professional Services.

9. INDEPENDENT CONTRACTOR

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

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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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/IAM PROFESSIONAL SERVICES AND PRICING

Please refer to the labor category descriptions and pricing incorporated into this GSA Price list.

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

PREAMBLE

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

COMMITMENT

- To actively seek and partner with small businesses.
- To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.
- To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.
- To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
- To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.
- To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.
- To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

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

David Wolcott
Phone: 703-953-1447
Fax: 703-722-8926
dwolcott@confiancegroup.com

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 of the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

PROFESSIONAL SERVICES

Sr. Business Architect

Functional Responsibility: Duties include but are not limited to-

- Work with organization to design end-to-end cross functional business processes.
- Facilitate working sessions with management, end users for an integrated business process design
- Identify operational process improvement opportunities, define vision & process for future state organization
- Apply techniques such as Lean Sigma, EPM, Hammer methodology, etc.
- Transform process to operational process models in tools such as ARIS, SAP Solution Manager, Oracle BPA Suite, Oracle SOA suite
- Experienced in BPM standards such as EPC, BPMN, BPEL etc.
- Develop KPI's to measure business processes & align KPI's & business processes
- Establish foundation for change management & business process governance
- Apply best practices to assess organizational maturity, BPM roadmaps, business process governance, etc.
- Manage BPM projects & resources
- Work with ERP solutions such as SAP, Oracle & apply process oriented methods to blueprint, test, train & deploy

Minimum/General Experience: 5-10 years related experience. Formal training in ARIS, and BPM tools & BPM methodologies including relevant certifications.

Minimum Education: BA/BS

Business Architect

Functional Responsibility: Duties include but are not limited to-

- Work with organization to design end-to-end cross functional business processes.
- Facilitate working sessions with management, end users for an integrated business process design
- Identify operational process improvement opportunities, define vision & process for future state organization
- Apply techniques such as Lean Sigma, EPM, Hammer methodology, etc.
- Transform process to operational process models in tools such as ARIS, SAP Solution Manager, Oracle BPA Suite, Oracle SOA suite
- Experienced in BPM standards such as EPC, BPMN, BPEL etc.
- Develop KPI's to measure business processes & align KPI's & business processes
- Establish foundation for change management & business process governance
- Apply best practices to assess organizational maturity, BPM roadmaps, business process governance, etc.
- Manage BPM projects & resources
- Work with ERP solutions such as SAP, Oracle & apply process oriented methods to blueprint, test, train & deploy

Minimum/General Experience: 2-5 years related experience. Formal training in ARIS, and BPM tools & BPM methodologies including relevant certifications.

Minimum Education: BA/BS

Sr. Enterprise Architect

Functional Responsibility: Duties include but are not limited to-

- Work with organization to define encompassing solutions including business, application, information, organization, infrastructure, technology architecture
- Experience with EA frameworks such as Zachman, TOGAF, FEAF etc and skilled in DODAF to develop architecture artifacts & deliverables, deliver training & mentorship in DODAF
- Skilled in EA tools & technologies such as ARIS, System Architect, Troux, Casewise, Oracle BPA
- Ability to develop architectural solutions by integrating technologies such as EA management applications, CMDB applications such as BMC, Project Management tools etc
- Apply EA best practices to transform organizations
- Define metrics to measure & manage EA programs
- Train end users in application of EA & educate senior management

- Manage EA projects & programs

Minimum/General Experience: 5-10 years related experience. Formal training in ARIS, and BPM tools & BPM methodologies including relevant certifications.

Minimum Education: BA/BS

Enterprise Architect

Functional Responsibility: Duties include but are not limited to-

- Work with organization to define encompassing solutions including business, application, information, organization, infrastructure, technology architecture
- Experience with EA frameworks such as Zachman, TOGAF, FEAF etc and skilled in DODAF to develop architecture artifacts & deliverables, deliver training & mentorship in DODAF
- Skilled in EA tools & technologies such as ARIS, System Architect, Troux, Casewise, Oracle BPA
- Ability to develop architectural solutions by integrating technologies such as EA management applications, CMDB applications such as BMC, Project Management tools etc
- Apply EA best practices to transform organizations
- Define metrics to measure & manage EA programs
- Train end users in application of EA & educate senior management
- Manage EA projects & programs

Minimum/General Experience: 2-5 years related experience. Formal training in ARIS, and BPM tools & BPM methodologies including relevant certifications.

Minimum Education: BA/BS

**The Confiance Group, LLC's
AUTHORIZED GSA SCHEDULE CONTRACT PRICING**

Professional Services (Hourly Rate)	
Sr. Business Architect	\$183.25
Business Architect	\$146.60
Sr. Enterprise Architect	\$195.47
Enterprise Architect	\$171.03

Training (Daily Rate)	
ARIS Training	\$2992.44

The Confiance Group, LLC
GSA Pricing
Software and Software Maintenance

SIN	Item #	Product	OS	License Type	Licensing (Unit)	GSA Price	Maintenance 22%	Warranty	COO
ARIS Strategy Platform									
132-33	ATOB	ARIS Business Optimizer		stand-alone	named user	\$7,826.58	\$1,721.85	SCW	US
132-33	ATP	ARIS Smart Input		add-on	named user	\$489.16	\$107.62	SCW	US
132-33	ATORP	Add'l Standard Rule Set for Process Cost Analysis		add-on	named user	\$3,913.29	\$860.92	SCW	US
132-33	ATORB	Add'l Standard Rule Set for BSC		add-on	named user	\$3,913.29	\$860.92	SCW	US
132-33	ATORK	Add'l Standard Rule Set for Key Indicator Mgmt		add-on	named user	\$3,913.29	\$860.92	SCW	US
132-33	AGU	ARIS Business Simulator (requires ARIS Business Architect)		add-on	named user	\$5,771.77	\$1,269.79	SCW	US
132-33	ATX	ARIS Six Sigma		add-on	named user	\$978.32	\$215.23	SCW	US

ARIS Design Platform									
132-33	AGA	ARIS Business Architect		stand-alone	named user	\$6,359.10	\$1,399.00	SCW	US
132-33	AGD	ARIS Business Designer		server-based	named user	\$2,543.13	\$559.49	SCW	US
132-33	AGS	ARIS Defense Solution		add-on	company wide	\$9,783.23	\$2,152.31	SCW	US
132-33	AGO	ARIS ArchiMate Modeler		add-on	company wide	\$9,783.23	\$2,152.31	SCW	US
132-33	AGI	ARIS IT Architect		stand-alone	named user	\$8,413.91	\$1,851.06	SCW	US
132-33	AGF	ARIS Interface for BMC Atrium CMDB		add-on	company wide	\$19,566.46	\$4,304.62	SCW	US
132-33	AGE	ARIS IT Designer		server-based	named user	\$4,597.95	\$1,011.55	SCW	US
132-33	AGPBU	ARIS Business Publisher		stand-alone	named user	\$16,142.33	\$3,551.31	SCW	US
132-33	AGPEV	Every further viewer		add-on	named user	\$54.00	\$11.88	SCW	US
132-33	AGVBU	ARIS IT Inventory		add-on	named user	\$48,916.14	\$10,761.55	SCW	US
132-33	AGVEU	Every further user		add-on	named user	\$49.09	\$10.80	SCW	US

ARIS Implementation Platform

132-33	AIB	ARIS Business Architect for SAP		stand-alone	named user	\$11,250.71	\$2,475.16	SCW	US
132-33	AID	ARIS Business Designer for SAP		server-based	named user	\$5,967.26	\$1,312.80	SCW	US
132-33	AIA	ARIS SOA Architect		stand-alone	named user	\$9,195.90	\$2,023.10	SCW	US
132-33	AIT	ARIS for MSFT Biztalk		add-on	per MSFT Biztalk	\$9,783.23	\$2,152.31	SCW	US
132-33	AIG	ARIS SOA Designer		server-based	named user	\$5,380.78	\$1,183.77	SCW	US
132-33	AIO	ARIS BI Modeler		stand-alone	named user	\$8,804.91	\$1,937.08	SCW	US
132-33	AIN	ARIS Interface for SAP BI		add-on	company-wide	\$24,458.07	\$5,380.78	SCW	US
132-33	AIR	ARIS Business Rules Designer		add-on	named user	\$5,771.77	\$1,269.79	SCW	US
132-33	AIU	ARIS UML Designer		server-based	named user	\$1,564.81	\$344.26	SCW	US

ARIS Controlling Platform
ARIS Risk & Compliance Manager 3.1

132-33	ACR	ARIS Risk & Compliance Manager Base system		stand-alone	server	\$684.66	\$150.62	SCW	US
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Modules

132-33	ACRDM	Deficiency Management and Sign-off Mgmt		add-on	named user	\$390.99	\$86.02	SCW	US
132-33	ACRSM	Survey Management		add-on	named user	\$195.50	\$43.01	SCW	US
132-33	ACRIM	Issue Management		add-on	named user	\$293.67	\$64.61	SCW	US
132-33	ACRCP	Compliance Process Dashboard		add-on	named user	\$195.50	\$43.01	SCW	US
132-33	ACRPP	Compliance Process Performance Manager		add-on	named user	\$195.50	\$43.01	SCW	US
132-33	ACROR	Operational Risk Management		add-on	named user	\$293.67	\$64.61	SCW	US

ARIS Process Performance Manager 4.1.2
Server

132-33	ACSBS	ARIS PPM Base Server (incl ARIS Performance Dashboard)		stand-alone	server	\$41,089.56	\$9,039.70	SCW	US
132-33	ACSAS	ARIS PPM Advanced Server		stand-alone	server	\$117,398.74	\$25,827.72	SCW	US
132-33	ACSPS	ARIS PPM Premium Server		stand-alone	server	\$489,161.40	\$107,615.51	SCW	US

Frontend

132-33	ACSPU	ARIS PPM User		add-on	named user	\$1,761.15	\$387.45	SCW	US
132-33	ACSVL	ARIS PPM Viewer License		add-on	named user	\$195.50	\$43.01	SCW	US

Modules

132-33	ACSAA	Advanced Analysis		add-on	server	\$7,337.42	\$1,614.23	SCW	US
132-33	ACSIC	Instance Controlling		add-on	server	\$7,337.42	\$1,614.23	SCW	US
132-33	ACSOA	Organizational Analysis		add-on	server	\$19,566.46	\$4,304.62	SCW	US
132-33	ACSCT	Customizing Toolkit (CTK) for ARIS PPM		add-on	server	\$4,891.61	\$1,076.16	SCW	US
132-33	ACSSPSS	ARIS Six Sigma		add-on	named user	\$978.32	\$215.23	SCW	US
132-33	ACSSP	Process Extractor SAP-2-PPM (generic)		add-on	server	\$4,891.61	\$1,076.16	SCW	US
132-33	ACSCP	Process Extractor CSV-2-PPM		add-on	server	\$4,891.61	\$1,076.16	SCW	US
132-33	ACSJP	Process Extractor JDBC-2-PPM		add-on	server	\$4,891.61	\$1,076.16	SCW	US
132-33	ACSSD	Content Package SAP SD		add-on	server	\$7,337.42	\$1,614.23	SCW	US
132-33	ACSSM	Content Package SAP MM		add-on	named user	\$7,337.42	\$1,614.23	SCW	US
132-33	ACSSH	Content Package SAP HR		add-on	server	\$7,337.42	\$1,614.23	SCW	US

ARIS Platform
ARIS Governance Engine

132-33	AGG	ARIS Governance Engine		stand-alone	server	\$83,157.44	\$18,294.64	SCW	US
132-33	AGGAU	Additional user		add-on	server	\$146.41	\$32.21	SCW	US
132-33	AGGAS	Additional 1000 simultaneously active instances		add-on	server	\$19,566.46	\$4,304.62	SCW	US
132-33	ACSSF	ARIS PPM Base Server incl. ARIS Performance Dashboard 5 for ARIS Governance Engine		add-on	server	\$9,783.23	\$2,152.31	SCW	US

ARIS Business Server
ARIS Business Server for Sybase

132-33	APY25	1-25 user		stand-alone	server	\$7,728.41	\$1,700.25	SCW	US
132-33	APY50	1-50 user		stand-alone	server	\$13,402.85	\$2,948.63	SCW	US

ARIS Business Server for Oracle

132-33	APO25	1-25 user		stand-alone	server	\$18,098.97	\$3,981.77	SCW	US
132-33	APO50	1-50 user		stand-alone	server	\$23,577.92	\$5,187.14	SCW	US
132-33	APOAU	every further license		stand-alone	server	\$195.50	\$43.01	SCW	US

ARIS Business Server for MS SQL

132-33	APQ25	1-25 user		stand-alone	server	\$18,098.97	\$3,981.77	SCW	US
132-33	APQ50	1-50 user		stand-alone	server	\$23,577.92	\$5,187.14	SCW	US
132-33	APQAU	every further license		stand-alone	server	\$195.50	\$43.01	SCW	US

Update of ARIS Licenses
ARIS License Language Extensions

132-33	APL	Language Extensions - per language, per license, available for all products depending on languages		add-on	named user	\$1,076.49	\$236.83	SCW	US
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ARIS Exchange Program
ARIS Reference Models
ARIS EasySCOR: Supply Chain Management

132-33	APDIT	ARIS ITIL			company wide	\$5,136.19	\$1,129.96	SCW	US
132-33	APDHC	ARIS Healthcare			company wide	\$5,136.19	\$1,129.96	SCW	US

ARIS Value Packs
ARIS Interfaces and Adaptors

132-33	AAC	ARIS Adapter for DMS/CMS system repository (for one DMS/CMS system repository; unlimited ARIS Business Servers		add-on	company wide	\$29,349.68	\$6,456.93	SCW	US
132-33	AACAD	Additional DMS/CMS system repository adapter (only for same client and same DMS/CMS system as base adapter, but different		add-on	company wide	\$17,609.81	\$3,874.16	SCW	US

ARIS Test or Development of Integration or Trg System

132-33	AGGTD	To allow testing/development/integration or training independently of productive ARIS environment; price per installation.		stand-alone	server	ctive productive ARIS Server c	SCW	US
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ARIS Maintenance

132-33	Maintenance	Maintenance and Hotline Support				22% of GSA license price per year	N/A	N/A
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Version 9.5

132-33	YAA	ARIS ARCHITECT	Windows Desktop	stand-alone	Named User	\$6,848.25	\$1,506.62	SCW	US
132-33	YAAAC	ARIS ARCHITECT EXT. PACK: ACCESS	Windows Desktop	add-on	Named User	\$2,739.30	\$602.65	SCW	US
132-33	YAABS	ARIS ARCHITECT EXT. PACK: BUSINESS STRATEGY	Windows Desktop	add-on	Named User	\$2,934.97	\$645.69	SCW	US
132-33	YAAIT	ARIS ARCHITECT EXT. PACK: EAM	Windows Desktop	add-on	Named User	\$2,445.81	\$538.08	SCW	US
132-33	YAAPG	ARIS ARCHITECT EXT. PACK: PROCESS GOVERNANCE	Windows Desktop	add-on	Named User	\$4,891.61	\$1,076.16	SCW	US
132-33	YAAPD	ARIS ARCHITECT EXT. PACK: SAP	Windows Desktop	add-on	Named User	\$4,891.61	\$1,076.16	SCW	US
132-33	YAASI	ARIS ARCHITECT EXT. PACK: SIMULATION	Windows Desktop	add-on	Named User	\$7,337.41	\$1,614.23	SCW	US
132-33	YAAME	ARIS ARCHITECT EXT. PACK: WM INTEGRATION	Windows Desktop	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YAD	ARIS DESIGNER	Windows Server	server-based	Named User	\$2,739.30	\$602.65	SCW	US
132-33	YADBS	ARIS DESIGNER EXT. PACK: BUSINESS STRATEGY	Windows Server	add-on	Named User	\$2,934.97	\$645.69	SCW	US
132-33	YADIT	ARIS DESIGNER EXT. PACK: EAM	Windows Server	add-on	Named User	\$2,445.81	\$538.08	SCW	US
132-33	YADPD	ARIS DESIGNER EXT. PACK: SAP	Windows Server	add-on	Named User	\$3,424.13	\$753.31	SCW	US
132-33	YADTD	ARIS DESIGNER EXT. PACK: Test Designer	Windows Server	add-on	Named User	\$1,467.48	\$322.85	SCW	US
132-33	YUD	ARIS UML DESIGNER	Windows Server	server-based	Named User	\$1,565.32	\$344.37	SCW	US
132-33	YUDAC	ARIS UML DESIGNER EXT. PACK: ACCESS	Windows Server	add-on	Named User	\$2,739.30	\$602.65	SCW	US
132-33	YZEE	ARIS MASHZONE (INCL SVR, 100 VIEWERS, 40 USERS)	Windows Server	stand-alone	Each	\$27,001.68	\$5,940.37	SCW	US
132-33	YCZUS	ARIS MASHZONE USER	Windows Server	add-on	Named User	\$503.84	\$110.84	SCW	US
132-33	YCZVR	ARIS MASHZONE VIEWER	Windows Server	add-on	Viewer	\$68.48	\$15.07	SCW	US
132-33	YDS	ARIS DESIGN SERVER	Windows Server	stand-alone	Each	\$21,523.08	\$4,735.08	SCW	US
132-33	YDSAR	ARIS DESIGN SERVER EXT. PACK: ARCHIMATE	Windows Server	add-on	Each	\$9,783.22	\$2,152.31	SCW	US
132-33	YDSPG	ARIS DESIGN SERVER EXT. PACK: PROCESS GOVERNANCE	Windows Server	add-on	Each	\$39,132.88	\$8,609.23	SCW	US
132-33	YDSTO	ARIS DESIGN SERVER EXT. PACK: TOGAF	Windows Server	add-on	Each	\$9,783.22	\$2,152.31	SCW	US
132-33	YDSSH	ARIS DESIGN SERVER EXT. PACK: SHAREPOINT	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YDSEC	ARIS DESIGN SERVER EXT. PACK: EMC DOCUMENTUM	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YPS	ARIS PUBLISHER SERVER	Windows Server	stand-alone	Each	\$19,566.44	\$4,304.62	SCW	US
132-33	YPSIT	ARIS PUBLISHER SERVER EXT. PACK: IT INVENTORY	Windows Server	add-on	Each	\$44,024.49	\$9,685.39	SCW	US
132-33	YPSSEC	ARIS Publisher Server ext. pack:EMC Doc	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YPSH	ARIS Publisher Server ext. pack:MS Share	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YBU	ARIS VIEWER	Windows Server	add-on	Viewer	\$96.85	\$21.31	SCW	US
132-33	YCS	ARIS CONNECT SERVER	Windows Server	stand-alone	Each	\$46,959.45	\$10,331.08	SCW	US
132-33	YCSDC	ARIS CONNECT DESIGNER	Windows Server	add-on	Named User	\$2,543.64	\$559.60	SCW	US
132-33	YCSCC	ARIS CONNECT VIEWER	Windows Server	add-on	Viewer	\$146.75	\$32.28	SCW	US
132-33	YCSPG	ARIS CONNECT SERVER EXT. PACK: PROCESS GOVERNANCE	Windows Server	add-on	Each	\$39,132.88	\$8,609.23	SCW	US
132-33	YCSSH	ARIS CONNECT SERVER EXT. PACK: SHAREPOINT	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YCSEC	ARIS CONNECT SERVER EXT. PACK: EMC DOCUMENTUM	Windows Server	add-on	Each	\$24,458.05	\$5,380.77	SCW	US
132-33	YBRBS	ARCM - Base System	Windows Server	stand-alone	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCAD	ARCM ADMINISTRATION	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCIM	ARCM ISSUE MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCIN	ARCM INCIDENT MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCSM	ARCM SURVEY MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YBRM	ARCM EXT. PACK: RISK MANAGEMENT	Windows Server	stand-alone	Named User	\$1,467.48	\$322.85	SCW	US
132-33	YRCLI	ARCM LOSS & INCIDENT MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCOR	ARCM OPERATIONAL RISK MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YBRAU	ARCM EXT. PACK: AUDIT MANAGEMENT	Windows Server	stand-alone	Named User	\$1,418.40	\$312.05	SCW	US
132-33	YRCAM	ARCM AUDIT MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YBRIC	ARCM EXT. PACK: INTERNAL CONTROL SYSTEM	Windows Server	stand-alone	Named User	\$1,761.15	\$387.45	SCW	US
132-33	YRCDM	ARCM DEFICIENCY MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCPM	ARCM POLICY MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCO	ARCM SIGNOFF MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCTM	ARCM TEST MANAGEMENT	Windows Server	add-on	Named User	\$0.00	\$0.00	SCW	US
132-33	YRCCO	ARCM CONTRIBUTE USER	Windows Server	add-on	Named User	\$49.09	\$10.80	SCW	US
132-33	YPI	ARIS PPM SERVER	Windows Server	stand-alone	Server	\$0.00	\$0.00	SCW	US
132-33	YPICP	ARIS PPM PROCESS EXTRACTOR CSV-2-PPM	Windows Server	add-on	Server	\$5,380.77	\$1,183.77	SCW	US
132-33	YPIDI	ARIS PPM SERVER DATA INSTANCE PACKAGE	Windows Server	add-on	Instance Volume/000	\$15,653.12	\$3,443.69	SCW	US
132-33	YPIJP	ARIS PPM PROCESS EXTRACTOR JDBC-2-PPM	Windows Server	add-on	Server	\$5,380.77	\$1,183.77	SCW	US
132-33	YPIMI	ARIS PPM EXTENSION: MINITAB INTERFACE	Windows Server	add-on	Server	\$4,891.61	\$1,076.16	SCW	US
132-33	YPIOA	ARIS PPM EXTENSION: MODULE ORG. ANALYSIS	Windows Server	add-on	Server	\$21,523.08	\$4,735.08	SCW	US
132-33	YPIPR	ARIS PP SERVER PROCESS INSTANCE PACKAGE	Windows Server	add-on	Instance Volume/000	\$34,632.59	\$7,619.17	SCW	US
132-33	YPIPC	ARIS PPM SERVIER SINGLE SCENARIO	Windows Server	add-on	Scenario	\$23,088.40	\$5,079.45	SCW	US
132-33	YPISD	ARIS PPM CONTENT PACKAGE SAP SD	Windows Server	add-on	Server	\$7,826.57	\$1,721.85	SCW	US
132-33	YPISM	ARIS PPM CONTENT PACKAGE SAP MM	Windows Server	add-on	Server	\$7,826.57	\$1,721.85	SCW	US
132-33	YPISP	ARIS PPM PROCESS EXTRACTOR SAP-2-PPM	Windows Server	add-on	Server	\$5,380.77	\$1,183.77	SCW	US
132-33	YPIBP	ARIS PPM Content Package BPMS	Windows Server	add-on	Server	\$7,826.57	\$1,721.85	SCW	US
132-33	APDIT	ARIS ITEL: IT INFRASTRUCTURE LIBRARY	Windows Server	content	Each	\$5,474.69	\$1,204.43	SCW	US



Software License Agreement

Effective Date: _____

Order #: _____

Sales Rep: _____

SAP Customer #: _____

SAP Contract #: _____

This SOFTWARE LICENSE AGREEMENT (together with all referenced attachments, the “Agreement”) is entered into on the Effective Date by and between the following parties:

<p>Software AG USA, Inc. 11700 Plaza America Drive, Suite 700 Reston, VA 20190 703.860.5050 703.391.6975 (FAX) Referred to as “Software AG”</p>	<p>Name (a _____ corporation) Address City, State, ZIP Telephone FAX Number (FAX) Referred to as “Licensee”</p>
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This Agreement is comprised of these Cover Page(s) and the following documents:

- Software License Agreement Terms and Conditions
- Exhibit A – Product Schedule

Fees. Licensee shall pay Software AG the following amounts in accordance with the payment terms set forth below, if applicable, and in the *Software License Agreement Terms and Conditions* (all amounts shown are in U.S. dollars):

<p>License Fee Itemized in the Product Schedule attached as Exhibit A.</p>	<p>See Product Schedule</p>
<p>Software Support Fee</p>	<p>See Product Schedule</p>
<p>Education Services Fee*</p>	<p>See Product Schedule</p>
<p>Professional Services Fee*</p>	<p>See Product Schedule</p>
<p>TOTAL FEES</p>	<p>See Product Schedule</p>

*Education and Professional Services Fees are exclusive of actual travel and living expenses, which shall be documented and billed to Licensee separately. Any Professional Services shall be provided subject to a separate Professional Services Agreement to be entered into by the parties.

Software Support. Provided Licensee has paid the License Fees, any service fees, and the applicable Software Support fee for an annual term commencing on the Effective Date or for a term otherwise set forth herein, Licensee shall receive (i) reasonable technical consultation with Software AG's technical support staff on the use of the Software, and (ii) all updates and new version releases to the Software, provided such updates and releases are

generally made available to licensees of the Software. If Licensee permits annual Software Support to expire without renewal, then subsequently elects to renew Software Support, Licensee shall pay the Support fees that would have been due for the period during which Software Support was not provided.

Authority. Licensee warrants that it is authorized to enter into this Agreement and that it may be bound thereby.

Execution. To facilitate execution, this Agreement may be executed in two identical counterparts; and the signature of each party shall appear on each counterpart. Either counterpart shall constitute an original, binding version of the Agreement. In no event shall Software AG be bound to perform until the Agreement is executed by a duly authorized Software AG official. Presentation of the Agreement to Licensee for signature shall not oblige Software AG to execute the Agreement.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement by duly authorized officials as of the Effective Date:

SOFTWARE AG:	
By:	
Print Name:	
Title:	
Date:	

LICENSEE:	
By:	
Print Name:	
Title:	
Date:	

SOFTWARE LICENSE AGREEMENT TERMS AND CONDITIONS

1. LICENSE GRANT

- 1.1. Subject to the terms and conditions set forth in this Agreement and in consideration of Licensee's strict compliance with the terms of this Agreement (including, without limitation, its payment obligations), Software AG hereby grants to Licensee a perpetual, nontransferable, non-sublicensable, nonexclusive, limited internal use license during the License Term to use the Software AG computer software product(s) identified in the Product Schedule attached hereto as Exhibit A (the "Software"), together with all Documentation accompanying such Software. For purposes of this Agreement, "Documentation" shall mean the user manuals delivered to Licensee pursuant to Section 3 of this Agreement. Unless Software AG provides its prior written consent, which Software AG may withhold in its sole discretion, Licensee shall not: (a) permit any third party, including any parent, subsidiary, or affiliated entity to use the Software; (b) use the Software to process or cause or permit third parties to process the data of any other party; or (c) use the Software in the operation of a service bureau or similar arrangement for the sale or leasing of computer or information services.
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- 2.2. Unless Software AG provides its prior written consent, which Software AG may withhold in its sole discretion, Licensee shall not outsource any of its operations utilizing any Software to any third party (which shall include, without limitation, the operation or maintenance of any environment on which any Software is installed). Licensee shall pay, as a condition precedent to any such outsourcing arrangement, any and all of Software AG's then applicable right-to-access or outsourcing fees. "Outsource" in this context shall mean any arrangement by which a third party performs any of Licensee's internal business processes on Licensee's behalf.
- 2.3. The Licensee will, within 10 business days from the date of receipt of a written request from the Software AG, confirm to the Software AG in writing which Software Products are installed on which machines at which locations and set out details of the operating capacity thereof. This confirmation shall include sufficient detail to enable the Software AG to assess compliance by the Licensee with the terms and conditions set out in this Agreement. Software AG will request this written report no more than twice in any 12 month period.
Subject to the confidentiality provisions contained in the Agreement, Software AG, or at Software AG's discretion an independent consultant appointed by the Software AG ("Consultant"), shall have the right on giving reasonable notice to the Licensee to enter into any premises where any Software Products are held and have reasonable access to the relevant

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Software AG will not request an audit more frequently than once per calendar quarter (unless deficiencies are found, in which case as frequently as is required to ensure that deficiencies are eliminated.) Software AG, or its Consultant, shall reasonably endeavor not to disrupt Licensee's normal business activities and shall perform the audit in a professional manner. Software AG shall bear the cost of the audit except where a material discrepancy with a value of more than \$5,000 is discovered, whereupon Licensee shall bear the cost of the audit. **When the end user of this contract is an instrumentality of the US Government, discrepancies found in an audit may result in a charge by the contractor to the government user – this charge, if disputed, will be resolved through the disputes clause. The US Government is not liable for the cost of the audit.**

Software AG's right to access all information concerning the details of the Software Products installed in no way can be understood as to nullify or to diminish the Licensee's responsibility to inform Software AG of any changes affecting the installation or usage of the Software Products that exceed the agreed upon scope of the license grant and terms and conditions of the Agreement.

If it is determined that the license grant and/or the terms and conditions governing the usage of the Software Products has been exceeded, then, at the Software AG's request, this Agreement will be upgraded accordingly. Any upgrade shall apply from the point in time when the license grant and terms and conditions agreed upon were exceeded for the first time.

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4. TERM

- 4.1. The licenses granted hereunder shall endure for the term (the "Term") set forth in §1.1, unless otherwise stated on the Product Schedule, subject to Licensee's payment of the fees set forth herein and Licensee's strict compliance with the terms of this Agreement.
- 4.2. Software AG reserves the right to terminate support for any specific product by providing Licensee with one year's notice.

5. PAYMENT

- 5.1. Licensee will pay to Software AG the Total Fees specified on the Product Schedule not later than thirty (30) days from the date the software activation key or Software CD, as applicable, is delivered to Licensee. All other payments shall be due and payable within thirty (30) days of the date of invoice. Any payment due or portion thereof not received by Software AG within thirty (30) days after the date of invoice shall bear an additional charge of 1½ percent (1.5%) per month from the date due until actually received, less the sum, if any, in excess of applicable state law. **Attorney fees or interest is only allowed against the US Government when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act.)**

Licensee agrees to bear and be responsible for the payment of all taxes and duties including, but not limited to, all sales, use, rental, receipt, personal property and other taxes (but excluding taxes based upon Software AG's income), which may be levied or assessed in connection with this Agreement. When the licensee is **an instrumentality of the US Government, taxes will be submitted to the Contracting Officer for adjudication.**

5.2.

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 - (iv) is received from a third party lawfully in possession thereof whose disclosure does not violate any confidentiality obligation.
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- 7.4. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. The warranties set forth in this Section 7 are expressly subject to the limitations of Section 9 (Limitation of Liability), and shall apply to Licensee only and shall not extend to any third party.

8. SOFTWARE AG INDEMNIFICATION

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- 8.2. Software AG shall have no liability under this Agreement with respect to any claim based upon (a) Software that has been modified by anyone other than Software AG; (b) use of other than the then-current release of the Software, if infringement could have been avoided by use of the then-current release and such current release has been made available to Licensee; (c) use of the Software in conjunction with Licensee data where use with such data gave rise to the infringement claim; (d) use of the Software with other software or hardware, where use with such other software or hardware gave rise to the infringement claim; (e) use of any Software in a manner inconsistent with its documentation, (f) open source software or technology included within the Software and/or (g) use of any Software which use breaches this Agreement.
- 8.3. If Software AG determines that the Software is or is likely to be the subject of a claim of infringement, Software AG shall have the right (a) to replace Licensee's copy of the Software with non-infringing software that has substantially equivalent functionality; (b) to modify the Software so as to cause the Software to be free of infringement; (c) to procure, at no additional cost to Licensee, the right to continue to use the Software; or (d) to terminate the license to use the Software and Documentation, and refund to Licensee the applicable License Fee (depreciated on a straight-line basis over a five (5) year period for a perpetual license term or pro-rated over the applicable renewable license term).
- 8.4. THE PROVISIONS OF THIS SECTION STATE THE EXCLUSIVE LIABILITY OF SOFTWARE AG AND THE EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE SECRET MISAPPROPRIATION OR INFRINGEMENT BY THE SOFTWARE, ANY PART THEREOF, AND ANY MATERIAL OR SERVICES PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER REMEDIES, LIABILITIES, AND OBLIGATIONS.

9. LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, SOFTWARE AG SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE. IN NO EVENT SHALL SOFTWARE AG BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES FROM OR RELATES IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION ALLEGED, EVEN IF SOFTWARE AG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 ARE INDEPENDENT OF EACH EXCLUSIVE OR LIMITED REMEDY SET FORTH IN THIS AGREEMENT. EXCEPT WITH RESPECT TO THE DEFENSE OF INFRINGEMENT CLAIMS UNDER SECTION 8, IN NO EVENT SHALL LICENSEE BE ENTITLED TO ANY MONETARY DAMAGES AGAINST SOFTWARE AG, REGARDLESS OF THE FORM OF ACTION ALLEGED, IN EXCESS OF THE LICENSE FEES PAID TO SOFTWARE AG BY LICENSEE HEREUNDER FOR THE PRODUCT TO WHICH LICENSEE'S CLAIM RELATES. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT LICENSEE SHALL HAVE NO RIGHT TO OBTAIN SPECIFIC PERFORMANCE TO ENFORCE ANY RIGHT OR OBLIGATION HEREUNDER. Licensee acknowledges that the

License Fees and other fees set forth herein reflect the allocation of risk set forth in this Agreement and that Software AG would not have entered into this Agreement without the limitations of liability set forth in this Agreement.

LICENSEE'S SOLE REMEDIES FOR SOFTWARE AG'S LIABILITY REGARDING THE PERFORMANCE OF TRAINING, CONSULTING, SOFTWARE SUPPORT, OR OTHER SERVICES, IF ANY, PROVIDED UNDER THIS AGREEMENT OR IN CONJUNCTION WITH THE SOFTWARE SHALL BE LIMITED TO THE REPERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY SOFTWARE AG, OR IF REPERFORMANCE IS NOT AVAILABLE OR PRACTICAL, THEN A PRO-RATA REFUND OF THE FEES PAID TO SOFTWARE AG THAT ARE ALLOCABLE TO THE DEFECTIVE SERVICE.

10. DEFAULT AND REMEDIES

If Licensee (a) breaches or threatens to breach its obligations under Section 6 (Proprietary Information) or Section 2 (Scope of Use) and such breach shall remain uncured for a period of five (5) days after the receipt by Licensee of written notice from Software AG of such breach, (b) fails to pay any License Fees or service fees, or other amount due to Software AG and such failure continues for ten (10) days after the date due, (c) otherwise fails to comply in material respects with any or all covenants, agreements, or conditions herein and such failure continues for thirty (30) days after written notification from Software AG, (d) in the case of export, is in violation of any laws or regulations of any applicable government authority in connection with the Software or its use, or (e) files a petition in bankruptcy, or has a petition in bankruptcy filed against it if not dismissed within sixty (60) days, Software AG may then, at its sole discretion, and regardless of any cure, notice of intent to cure, or attempted cure beyond the time limits set forth in this Section 10.1; upon twenty-four (24) hours notice to Licensee, cancel the license granted under this Agreement. Recourse against the United States for any alleged breach of this agreement 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. When the licensee is an instrumentality of the US Government, Software AG 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.

- 10.1. In the event of any cancellation under this Agreement, any amounts owed to Software AG under this Agreement before such cancellation will be immediately due and payable, all license rights granted in this Agreement shall immediately cease to exist, and Licensee shall promptly discontinue all use of the Software and Documentation and shall, within ten (10) days after the effective date of any such cancellation, certify in writing to Software AG that such Software, Documentation, and all copies and materials relating thereto in the possession of Licensee have been removed from its system and destroyed.

11. GENERAL

- 11.1. No Waiver. No waiver or retraction of a waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the party against whom such waiver is sought. The failure of either party to exercise any right granted herein, or to require the performance by the other party hereto of any provision in this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 11.2. Assignment. Unless Software AG provides its prior written consent, which Software AG may withhold in its sole discretion, Licensee shall not assign or otherwise transfer this Agreement to any third party (including, without limitation, any parent, subsidiary or affiliated entity) whether as part of the sale of all or any portion of its business, or pursuant to any merger, consolidation or reorganization, by operation of law or otherwise. Any assignment or attempted assignment in violation of this Section shall be null and void. If Software AG consents to an assignment as outlined in this section then, prior to such an assignment, Licensee shall provide a written report to the Software AG detailing which Software Products are installed on which machines at which locations and set out details of the operating capacity thereof. This report shall include sufficient detail to enable the Software AG to assess compliance by the Licensee with the terms and conditions set out in this Agreement. Licensee shall bring their usage of the Software Products into full compliance prior to any assignment.

- 11.3. Technical Support. Subject to the terms and conditions of the Agreement, Software AG will provide technical services for the Software pursuant to, as applicable, Exhibits B and C hereto.
- 11.4. Government Use/Procurement. If this Software is being licensed under the terms of a proposal or agreement with the U.S. Government or any contractor or any other third party on the U.S. Government's behalf, the Software is commercial computer software and both the Software and the Documentation are developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this commercial computer software license agreement as specified in 48 C.F.R 12.212 of the Federal Acquisition Regulation and its successors, or (b) if acquired by or on behalf of units of the Department of Defense ("DOD"), shall be subject to the terms of this commercial computer software license agreement as specified in 48 C.F.R 227.7202, Defense Federal Acquisition Regulation Supplement and its successors.
- 11.5. Benefit. Subject to provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
- 11.6. Force Majeure. If the performance of this Agreement or any obligation under this Agreement, except for the making of payments, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other Act of God or casualty or accident, or strikes or labor disputes affecting third-party vendors, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirements of any governmental agency, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected will take all reasonable steps to avoid or remove such cause of nonperformance and will resume performance hereunder with dispatch whenever such causes are removed.
- 11.7. Export. Licensee shall not export, re-export or transfer, whether directly or indirectly, the Software and material delivered pursuant to this Agreement, or any system containing the Software outside the United States of America without first complying with the applicable export laws of the United States of America and the import laws of the country in which the Software is to be used.
- 11.8. Priority. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth in the body of this Agreement and Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement, and then to the Exhibits, with the Product Schedule in Exhibit A having the highest priority among the Exhibits. Any contrary or additional terms and conditions attached to or part of any purchase order or similar document related to this Agreement shall be invalid and non-binding on the parties.
- 11.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be or becomes unenforceable or illegal, such provision shall be adjusted to the minimum extent necessary to cure such unenforceability or illegality and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such adjustment.
- 11.10. Modifications In Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.
- Governing Law and Jurisdiction. This Agreement and all matters relating to the interpretation and effect of this Agreement are made and will be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its conflicts-of-laws provisions. Licensee consents to exclusive personal jurisdiction in the Commonwealth of Virginia. When the licensee is in instrumentality of the US Government, the following shall apply: This is a contract with the US Government and is subject to the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.).
- 11.11. WAIVER OF RIGHT TO A JURY TRIAL. **EACH OF SOFTWARE AG AND LICENSEE EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND FULLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION WITH OR RELATED TO THIS AGREEMENT AND THE EVENT.** The parties to this Agreement have read the Agreement, understand it, and agree that each has had the opportunity to have the Agreement reviewed by legal counsel.
- 11.12. Prevailing Party; Limitation of Action. In the event a dispute arising under this Agreement results in litigation, the non-prevailing party shall pay the court costs and reasonable attorneys' fees of the prevailing party. With the exception of (1) actions to collect unpaid fees or (2) actions arising out of a breach of a party's confidential or proprietary information, any

action brought under this Agreement must be brought within one (1) year following its accrual. Attorney fees, costs or interest is only allowed against the US Government when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act.)

- 11.13. Press Release. Licensee agrees that Software AG, upon the execution of this Agreement, may announce this relationship and, subject to Licensee's reasonable and prompt review, issue a press release indicating that Licensee and/or its parent company, if applicable, has chosen Software AG to provide its integration platform solution. Licensee agrees to permit Software AG to acknowledge in the press release Licensee's customer relationship with Software AG. Further, Licensee hereby agrees that Software AG may use Licensee's corporate name and logo in Software AG's marketing materials including identification on the Software AG website.
- 11.14. Integration. This Agreement constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, marketing materials, and communications, whether written or oral.