



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

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>®</sup>, a menu-driven database system. The INTERNET address GSA *Advantage!*<sup>®</sup> is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

## Multiple Award Schedule (MAS)

FSC Group	FSC Class
F – INFORMATION TECHNOLOGY	D304
G- MISCELLANEOUS	0000
I – SCIENTIFIC MANAGEMENT SOLUTIONS	8405
J – SECURITY AND PROTECTION	6350
C – FURNITURE AND FURNISHINGS	7810

CONTRACT NUMBER: **GS-35F-0074S**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at [GSA.gov](http://GSA.gov).

PERIOD COVERED BY CONTRACT: **November 18, 2005 through November 17, 2025**

**The Winvale Group, LLC**  
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Reston, VA 20191  
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Fax: (202) 296-5506  
[www.winvale.com](http://www.winvale.com)

Contractor's Administration Source: [syoung@winvale.com](mailto:syoung@winvale.com)

Business Size: **Small Business**

DUNS: **14-121-3871**

Pricelist current through Modification # **PS-0693**, dated **January 27, 2021**

Prices Shown Herein are Net (discount deducted)

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## CUSTOMER INFORMATION

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

SIN	Cooperative Purchasing	Recovery	SIN Title
54151ECOM	54151ECOMCP	54151ECOMRC	Electronic Commerce and Subscription Services
33411	33411CP	33411RC	Purchasing of new electronic equipment
811212	811212CP	811212RC	Computer and Office Machine Repair and Maintenance
532420R	532420RCP	532420RRC	Daily/Short Term Rental of IT Equipment
54151	54151CP	54151RC	Software Maintenance Services
54151S	54151SCP	54151SRC	Information Technology Professional Services
511210	511210CP	511210RC	Software Licenses
611420	611420CP	611420RC	Information Technology Training
OLM	OLMCP	OLMRC	Order-Level Materials (OLM)
ANCILLARY	ANCILLARYCP	ANCILLARYRC	Ancillary Supplies and Services
339112	339112CP	339112RC	Breathing Air Equipment and Related Items
334290	334290CP	334290RC	Security and Detection Systems
339920S		339920SRC	Sporting Goods Equipment and Supplies
339113PA	339113PACP	339113PARC	Protective Apparel
334516	334516CP	334516RC	Analytical Instruments

### 1b. IDENTIFICATION OF THE LOWEST PRICED MODEL NUMBER AND LOWEST UNIT PRICE FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER AWARDED IN THE CONTRACT:

Part Number	SIN	DESCRIPTION	GSA w/IFF
VFA-CP-PLAN-INCL-SQFT	54151ECOM	Accruent - Subscription License 1 YR -VFA.facility annual subscription for cloud-based Capital Planner Bundle for 500,001 SF up to 30,000,000 SF. Bundle Includes: Homepage access with dashboards and favorites, Limited Configuration attributes, Extended Asset Management, Basic Reports, Funding Module, Extended Reporting, Budget Module, and Facility View.	\$.0072
ANT-ACC-02	33411	Codan Communications - CLAMP/ANTENNA,U-BOLT,1-5" PIPE	\$11.49
WARR-1YR	811212	GPS Insight - One Year Extended Warranty for Hardware - provides a replacement device in the event of material defect	\$33.57
Diagnostic Service	532420R	GPS Insight - Monthly per vehicle Service Upcharge for collecting and sending vehicle diagnostic data	\$4.76
DM-GTLD-1	54151	MarkMonitor - Generic Top Level Domain (gTLD), for example, domain names ending in .com, .net and .org	\$37.24
LABOR-TS-HD	54151S	Winvale - Winvale Technical Support/Help Desk	\$107.35
NOVA Power Analytics	511210	NOVATIME - TERM LICENSE 1 YR - NOVA Power Analytics Monthly Fee Price is per month per license and charged annually	\$0.57
VFA-PS-TRAINBASC-SO-CLA-BOS	611420	Accruent - VFA.facility Core Training 2-day class at Accruent Boston office. Price is per student, with minimum of 3 students and maximum of 10 students, and excludes any travel-related expenses. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.	\$1,435.77
A-PNL-FB07	ANCILLARY	CODAN - FRONT PANEL, BLANK 7HP W/HDWR	\$13.71

KN95-10pk	339112	Foldable KN95 Face Mask - 10pk. Quality Standard: GB2626-2006 (Chinese Quality Standard) EN 149:2001+A1:2009 (EU Quality Standard). Protection Level: KN(% same level as NIOSH N95 and FFP2). Filter Layer: electrostatic melt blown cloth. White. Size: One size for adult. Minimum order 1pk / FREE shipping on 3 pk or more. ATTENTION: This non-TAA compliant product is only available for orders supporting the Government's COVID-19 response efforts and subject to unilateral and immediate removal by GSA. There is no dollar limit on FSS orders for this non-TAA compliant product, however, FSS orders that include these items must be issued no later than July 1, 2020 unless authority is extended in the SPE Memo 2020-11. Orders shall be as short of duration as is feasible to ensure an adequate supply is obtained.	\$28.69
FW-HS-250	334290	Machinesense - IoT based Non-contact Fever Scanning system, LED (Go/NoGo), Cloud/Mobile app reporting, SMS/Email alert, Integration with existing security	\$1,179.72
MPADR1	339920S	PowerDot Replacement Electrodes Red 2.0 (2 Sets) - Only compatible with PowerDot 2.0 - 1 bag contains 2 rectangular electrode pads and 4 round electrode pads.	\$15.42
Medical-Gown-Fabric-LVL3	339113PA	No Borders - Level 3 Full Back Gown with White Cuffs. Disposable full-back fabric medical gowns protect health care providers against infectious disease. Features include: High Quality Medical Gowns / 10 Gowns per Bag / High Quality AAMI Tested Fabric / 2? White Elasticized Cuffs / Full Back / One Size Fits All / ANSI/AAMI - PB70:2003 / Gowns sold as 10/bag	\$47.83
RCHM-02071	334516	Access Bio CareStart COVID-19 Rapid Antigen Test Kit / Emergency Response Test Kits. FDA EUA COVID-19 rapid antigen test. Identify individual's current infection status to COVID-19. Fast and easy to use. Detect SARS-CoV-2 nucleocapsid protein with high sensitivity and 100% specificity. Nasopharyngeal (NP) swab or other acceptable swabs. Reliable results in 10 minutes. No special equipment or training required. All-in-one package including collection swabs. Sold in the following quantity - 640 Kits/Box. Minimum order is 5 Boxes.	\$12,864.48

- 1c. **IF THE CONTRACTOR IS PROPOSING HOURLY RATES, A DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION FOR THOSE TYPES OF EMPLOYEES OR SUBCONTRACTORS WHO WILL PERFORM SERVICES SHALL BE PROVIDED. IF HOURLY RATES ARE NOT APPLICABLE, INDICATE NOT APPLICABLE FOR THIS ITEM:**

Please see the section titled F03 – Service Subcategory (SPECIAL ITEM NUMBER 54151S)

2. **MAXIMUM ORDER\*:**

SIN	Maximum Order Limitation
54151ECOM	\$ 500,000.00
33411	\$ 500,000.00
811212	\$ 500,000.00
532420R	\$ 500,000.00

54151	\$ 500,000.00
54151S	\$ 500,000.00
511210	\$ 500,000.00
611420	\$ 250,000.00
OLM	
ANCILLARY	\$ 250,000.00
339112	\$ 250,000.00
334290	\$ 250,000.00
339920S	\$ 250,000.00
339113PA	\$ 250,000.00
334516	\$ 250,000.00

3. **MIMINUM ORDER:** \$1000.00
4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only
5. **POINT(S) OF PRODUCTION:** vary by manufacturer; contact Winvale for details on a specific manufacturer Point of Production.
6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing tables and shown on GSA Advantage
7. **QUANTITY DISCOUNT(S):** None.
8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days from receipt of invoice or date of acceptance, whichever is later
- 9a. Government purchase cards are accepted at or below the micro-purchase threshold
- 9b. Government purchase cards are not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. **TIME OF DELIVERY:** To be negotiated between Contractor and Ordering Activity
- 11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
12. **FOB POINT:** Destination; 48 contiguous states and Washington, DC
  - o Large Category F: FOB Destination; 48 contiguous states and Washington, DC
  - o Large Category G: FOB Destination; 48 contiguous states and Washington, DC
  - o Large Category I: FOB Destination; 48 contiguous states and Washington, DC
  - o Large Category J: FOB Destination; 48 contiguous states and Washington, DC
  - o Large Category C: FOB Destination; 48 contiguous states and Washington, DC

- 13a. **ORDERING ADDRESS:**  
The Winvale Group, LLC  
11490 Commerce Park Drive, Suite 412  
Reston, VA 20191
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:**  
The Winvale Group, LLC  
11490 Commerce Park Drive, Suite 412  
Reston, VA 20191
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACKING CHARGES:** N/A
17. **Terms and conditions of Government purchase card acceptance:** See 9a and 9b above
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** NONE
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.doforms.com>
25. **DUNS NUMBER:** 141213871
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**  
Contractor is registered and active in SAM

## Category F: Information Technology

### F01. Electronic Commerce Subcategory

SIN 54151ECOM Electronic Commerce and Subscription Services

The following manufacturers offer Electronic Commerce and/or Subscription Services

Manufacturer	Plan / Eligibility	Additional Usage Charge	Volume Discounts
Accruent	1 Year Subscription	NONE	NONE
Beryllium	1 Year Subscription	NONE	NONE
Changepoint	1 Year Subscription	NONE	NONE
ClearCompany	1 Year Subscription	NONE	NONE
ColorTokens	1 Month Subscription	NONE	NONE
EComply Solutions	1 Year Subscription	NONE	NONE
Franwell	1 Month Subscription	NONE	NONE
GPS Insight	1 Month Subscription	NONE	NONE
IDAgent	1 Year Subscription	NONE	NONE
Meltwater	1 Year Subscription	NONE	NONE
NOVAtime	1 Month and Year Subscription	NONE	NONE
OpSec Security	1 Year Subscription	NONE	NONE
PMWeb	1 Year Subscription	NONE	NONE
Rule14	1 Month and Year Subscription	NONE	NONE

### F02. IT Hardware Subcategory

SIN 33411 Purchasing of new electronic equipment

The following manufacturers offer IT Hardware

Manufacturer	Self-Installable	Charges for installation / Training / Maintenance
Codan Communications	YES	NO
GPS Insight	YES	NO
NOVAtime	YES	NO

SIN 811212 Computer and Office Machine Repair and Maintenance

The following manufacturers offer Computer and Office Machine Repair and Maintenance

Manufacturer	Warranty / Extended Maintenance Package
GPS Insight	Two Year Extended Warranty for Hardware - provides a replacement device in the event of material defect One Year Extended Warranty for Hardware - provides a replacement device in the event of material defect
NOVAtime	Gold-Terminal support Package. Remote diagnosis, Repair and replacement next Day for hardware issues.

## F03. IT Services Subcategory

### *AWARDED LABOR CATEGORY DESCRIPTIONS*

#### **Subject Matter Expert I**

Minimum/General Experience: Four (4) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

Minimum Education: A bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science.

#### **Subject Matter Expert II**

Minimum/General Experience: Eight (8) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Possesses a greater level of experience/education as compared to the Subject Matter Expert I

Minimum Education: A bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. A master's degree in a business or technical field such as Information Technology, Engineering, or Computer Science with six (6) years of relevant experience may be substituted in place of a bachelor's degree and eight (8) years of experience.

### **Subject Matter Expert III**

Minimum/General Experience: Ten years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Recognized as an expert in a specific field of study, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides advanced evaluation and analytic skills for client-specific or mission-critical proficiencies of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad and deep knowledge of subject matter and provides leadership and vision throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Supervises teams in accomplishing tasks and trains subordinate staff in the technical aspects of assigned work. Possesses a greater level of experience/education as compared to the Subject Matter Expert II

Minimum Education: A master's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a master's degree, a bachelor's degree and four additional years of relevant work experience (12 Years total) can be substituted.

### **Senior Project Manager**

Minimum/General Experience: Eight years of management and supervisory experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. The Senior Project Manager is proficient in the latest hardware, software, and network technologies and acts as the overall lead, manager and administrator for the effort. Serves as the primary interface and point of contact with program authorities and representatives on technical and program/project issues. Leads team on large complex projects of significance. Creates innovation solutions for complex projects scheduling, technology, methodology, tools, and solution components. Provides systems analysis and programming activities for a customer site, facility or multiple locations. Prepares plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Supervises program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements. Responsible for all aspects of project.

Minimum Education: A bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a bachelor's degree, six years of relevant work experience can be substituted.

### **Consultant / System Architect / System Programmer**

Minimum/General Experience: Four years of experience in IT related business and consulting. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility:

**Consultant:** Serves as interface and point of contact with program authorities and representatives on technical and project issues. Plays a major part in program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Reports on acquisition and employment of program/project resources to Project Managers.

**System Architect:** Provides high-level architectural expertise to managers and technical personnel. Development of architectural products and deliverables for enterprise environments. Provides development of a strategy of system and the design infrastructure necessary to support the enterprise environment. Offer advice on selection of technological purchases with regards to processing, data storage, data access, and applications development. Develops standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.

**System Programmer:** Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Acts as team leader on projects. Instructs, assigns, directs, and checks the work of other software developers on development team. Participates in development of software user manuals.

Minimum Education: A bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a bachelor's degree, six years of relevant work experience can be substituted.

### **Project Manager / Change Management**

Minimum/General Experience: At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.

**Change Management:** duties include provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project. Provide clarifying mission statements that can be used as springboards in envisioning their desired future. Assists with the development of mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes. Assist in preparation of key strategic planning documentation, including OMB Form 300 where needed.

Minimum Education: bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor's degree, six years relevant experience and/or technical certificates may be substituted.

### **Technical Consultant / Quality Assurance Analyst / Test Manager**

Minimum/General Experience: At least three years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Experience in the area of independent analysis, programming, database administration, and network engineering, with complete responsibility for tasks involving design and implementation. Duties include but are not limited to the analysis of systems requirements, identification and correction of problems, the development of requirement definitions, and system integration.

Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the task. Produces an independent assessment of project software development process and how it is being implemented relative to the defined process. Recommends methods to optimize the organization's process and necessary changes. Responsible for all activities involving quality assurance and compliance with applicable regulatory requirements. Performs audits and reviews/analyzes data and documentation. Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.

Minimum Education: bachelor's degree in a technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor's degree, six years relevant experience and/or technical certificates may be substituted.

### **Technical Support / Help Desk / Hardware-Software Specialist**

Minimum/General Experience: At least two years of technical experience with computer and technical support including web technology services, visualization technology services, software and systems engineering, database planning and design, business process re-engineering, records management, system acquisition support, systems analysis and design, system prototyping, testing and evaluation design support, systems integration, total computer and network services, resources and facilities management.

Functional Responsibility: The Technical Support/Help Desk staff member is responsible for performing direct support for information technology installation, containment, and help desk support related to all aspects of lessons learned and issue resolution. Individuals at this level provide substantial efforts to systems development using their knowledge of related skills. They devise new approaches to solve problems encountered and implement disciplined processes that assure compliance with company and client standards for quality performance.

Hardware/Software Support: Provides analysis related to the design, development, and implementation of hardware/software for products. Develops test strategies, devices, and systems. Performs stress and performance tests on a variety of computer hardware/software for a specified cloud computing system, software systems, hardware systems, operating systems, and/or application software.

Minimum Education: bachelor's degree in an applicable field from an accredited institution. In lieu of a bachelor's degree, five years of related work experience may be substituted.

## Security Specialist

Minimum/General Experience: At least four (4) years of computer security experience with large enterprise networks. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Requirements: Determine and establish enterprise information assurance and security standards. Develops and implements information assurance/security standards and procedures. Coordinates, develops, and evaluates security programs for large organizations. Recommends information assurance/security solutions to support customers' requirements. Identifies, reports, and resolves security violations. Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of doctrine and policies. Applies best practices to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Performs analysis, design, and development of security features for system architectures. Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of the computer system security solution. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle. Ensures that all information systems are functional and secure.

Minimum Education: bachelor's degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor's degree, six years relevant experience and/or technical certifications may be substituted.

### **AWARDED LABOR CATEGORY RATES**

Professional IT Labor Category Rates – Effective 06/24/2011

SIN	LABOR CATEGORY TITLE	GSA RATE w/IFF
54151S	Subject Matter Expert I	\$218.68
54151S	Subject Matter Expert II	\$303.08
54151S	Subject Matter Expert III	\$314.34
54151S	Senior Project Manager	\$265.98
54151S	Consultant / System Architect / System Programmer	\$217.62
54151S	Project Manager / Change Management	\$169.27
54151S	Technical Consultant / Quality Assurance Analyst / Test Manager	\$120.91
54151S	Technical Support / Help Desk / Hardware-Software Specialist	\$107.36
54151S	Security Specialist	\$210.49

### F04. IT Software Subcategory

SIN 511210 Software Licenses

The following manufacturers offer software products on the contract

Manufacturer	Right to Copy	Term or Perpetual	Term Lic Cessation	Reallocation of Perpetual Lic
Changepoint	NO	TERM	1 YR	N/A
Codan	NO	PERPETUAL	N/A	CONTACT MANUFACTURER
NOVAtime	NO	TERM	1 YR	N/A
PMWeb	NO	TERM	1 YR	N/A
Shipcom Wireless	NO	TERM	1 YR	N/A
Thermo Labsystems	NO	PERPETUAL	N/A	CONTACT MANUFACTURER

### F06. IT Training Subcategory

***AWARDED TRAINING COURSE DESCRIPTIONS***

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

**Manufacturer:** Accruent, LLC

**Manufacturer Part Number:** VFA-PS-TRAINBASC-SO-CLA-CLI

**Course Title:** VFA.facility Core Training – Classroom - Client Location

**Brief Description of Course Content:** VFA.facility Core Training 2-Day class at client location. Price is fixed fee per class for maximum of 10 students, trainer travel and expenses are billed separately. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.

**Course Format (e.g., Lecture, Discussion, Hands-On):** Lecture / Discussion

**Length of Course (e.g., # of Hours, # of Days):** 2 Days

**Mandatory Pre-requisite(s) for Enrollment:** N/A

**Desirable Pre-requisite(s) for Enrollment:** N/A

**Location(s) where course is offered (e.g., City/State, Customer-site):** Customer Site

**Class Schedule:** Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.

**Manufacturer:** Accruent, LLC

**Manufacturer Part Number:** VFA-PS-TRAINBASC-SO-CLA-BOS

**Course Title:** VFA.facility Core Training – Classroom - Boston, MA

**Brief Description of Course Content:** VFA.facility Core Training 2-day class at Accruent Boston office. Price is per student, with minimum of 3 students and maximum of 10 students and excludes any travel-related expenses. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.

**Course Format (e.g., Lecture, Discussion, Hands-On):** Lecture / Discussion

**Length of Course (e.g., # of Hours, # of Days):** 2 Days

**Mandatory Pre-requisite(s) for Enrollment:** NONE

**Desirable Pre-requisite(s) for Enrollment:** NONE

**Location(s) where course is offered (e.g., City/State, Customer-site):** Boston, MA

**Class Schedule:** Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.

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**Manufacturer:** Accruent, LLC

**Manufacturer Part Number:** VFA-PS-TRAINBASC-SO-WEB

**Course Title:** VFA.facility Core Training – Web-based

**Brief Description of Course Content:** VFA.facility 6-hour Core Training online. Price per class for maximum of 5 students per session, excluding travel expenses. Delivered in two Web-based sessions of 3 hours each. Session 1 focus on Understanding the Asset Database; Session 2 focus on Capital Planning and Budgeting.

**Course Format (e.g., Lecture, Discussion, Hands-On):** Lecture / Discussion

**Length of Course (e.g., # of Hours, # of Days):** 2 Days, 3 hours each day

**Mandatory Pre-requisite(s) for Enrollment:** NONE

**Desirable Pre-requisite(s) for Enrollment:** NONE

**Location(s) where course is offered (e.g., City/State, Customer-site):** Web Based Training

**Class Schedule:** Delivered in two Web-based sessions of 3 hours each. Session 1 focus on Understanding the Asset Database; Session 2 focus on Capital Planning and Budgeting.

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**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Information Systems Security Professional (CISSP) Live-Online Instructor-Led Training

**Part Number:** ICS-ILE

**Brief Description of Course Content:**

Five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CISSP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CISSP domain knowledge that covers Security and Risk Management, Asset Security, Security Architecture and Engineering, Communication and Network Security, Identity and Access Management, Security Assessment and Testing, Security Operations, and Software Development Security.

Included:

An Expert (ISC)<sup>2</sup> Authorized CISSP Instructor

Official (ISC)<sup>2</sup> CISSP Practice Tests

Certificate of Completion – 40 Continuing Education Credits

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** Security practitioners interested in proving their knowledge across a wide array of security practices and principles.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	CISSP Domains	Topics Covered
Day 1	Introductions	<ul style="list-style-type: none"><li>● Introductions and review of exam objectives</li></ul>
	Security and Risk Management	<ul style="list-style-type: none"><li>● Confidentiality, integrity, and availability concepts</li><li>● Security governance principles</li><li>● Compliance</li><li>● Legal and Regulatory Issues</li><li>● Professional ethics</li><li>● Security policies, standards, procedures and guidelines</li><li>● Q&amp;A</li></ul>
	Asset Security	<ul style="list-style-type: none"><li>● Information and asset classification</li><li>● Ownership (e.g., data owners, system owners)</li><li>● Protect privacy</li><li>● Appropriate retention</li><li>● Data security controls</li><li>● Handling requirements</li><li>● Q&amp;A</li></ul>
Day 2	Security Engineering	<ul style="list-style-type: none"><li>● Recap</li><li>● Engineering processes using secure design principles</li><li>● Fundamental concepts of security models</li><li>● Security evaluation models</li><li>● Security capabilities of information systems</li></ul>

		<ul style="list-style-type: none"> <li>• Security architectures, designs and solution elements vulnerabilities</li> <li>• Web-based systems vulnerabilities</li> <li>• Mobile systems vulnerabilities</li> <li>• Embedded devices and cyber-physical systems vulnerabilities</li> <li>• Cryptography</li> <li>• Site and facility design secure principles</li> <li>• Physical security</li> <li>• Q&amp;A</li> </ul>
<b>Day 3</b>	Communication and Network Security	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Secure network architecture design</li> <li>• Secure network components</li> <li>• Secure communication channels</li> <li>• Network attacks</li> <li>• Q&amp;A</li> </ul>
	Identity and Access Management	<ul style="list-style-type: none"> <li>• Physical and logical assets control</li> <li>• Identification and authentication of people and devices</li> <li>• Identity as a service (e.g., cloud identity)</li> <li>• Third-party identity services (e.g., on-premise)</li> <li>• Access control attacks</li> <li>• Identity and access provisioning lifecycle</li> <li>• Q&amp;A</li> </ul>
<b>Day 4</b>	Security Assessment and Testing	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Assessment and test strategies</li> <li>• Security process data (e.g., management and operational controls)</li> <li>• Security control testing</li> <li>• Test outputs (e.g., automated, manual)</li> <li>• Security architecture vulnerabilities</li> <li>• Q&amp;A</li> </ul>
	Security Operations	<ul style="list-style-type: none"> <li>• Investigations support and requirements</li> <li>• Logging and monitoring activities</li> <li>• Provisioning of resources</li> <li>• Foundational security operations concepts</li> <li>• Resource protection techniques</li> <li>• Incident management</li> <li>• Preventative measures</li> <li>• Patch and vulnerability management</li> <li>• Change management processes</li> <li>• Recovery strategies</li> <li>• Disaster recovery processes and plans</li> <li>• Business continuity planning and exercises</li> <li>• Physical security</li> <li>• Personnel safety concerns</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Software Development Security	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Security in the software development lifecycle</li> <li>• Development environment security controls</li> <li>• Software security effectiveness</li> <li>• Acquired software security impact</li> <li>• Q&amp;A</li> </ul>
	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Information Systems Security Professional (CISSP) Live-Online Instructor-Led Training / Includes one Exam Voucher

**Part Number:** ICS-ILE + EXAM

**Brief Description of Course Content:**

Five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CISSP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CISSP domain knowledge that covers Security and Risk Management, Asset Security, Security Architecture and Engineering, Communication and Network Security, Identity and Access Management, Security Assessment and Testing, Security Operations, and Software Development Security.

This course includes one exam voucher.

Included:

- An Expert (ISC)<sup>2</sup> Authorized CISSP Instructor
- Official (ISC)<sup>2</sup> CISSP Practice Tests
- Certificate of Completion – 40 Continuing Education Credits
- One Exam Voucher

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** Security practitioners interested in proving their knowledge across a wide array of security practices and principles.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	CISSP Domains	Topics Covered
Day 1	Introductions	<ul style="list-style-type: none"><li>● Introductions and review of exam objectives</li></ul>
	Security and Risk Management	<ul style="list-style-type: none"><li>● Confidentiality, integrity, and availability concepts</li><li>● Security governance principles</li><li>● Compliance</li><li>● Legal and Regulatory Issues</li><li>● Professional ethics</li><li>● Security policies, standards, procedures and guidelines</li><li>● Q&amp;A</li></ul>
	Asset Security	<ul style="list-style-type: none"><li>● Information and asset classification</li><li>● Ownership (e.g., data owners, system owners)</li><li>● Protect privacy</li><li>● Appropriate retention</li><li>● Data security controls</li><li>● Handling requirements</li><li>● Q&amp;A</li></ul>

Day 2	Security Engineering	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Engineering processes using secure design principles</li> <li>● Fundamental concepts of security models</li> <li>● Security evaluation models</li> <li>● Security capabilities of information systems</li> <li>● Security architectures, designs and solution elements vulnerabilities</li> <li>● Web-based systems vulnerabilities</li> <li>● Mobile systems vulnerabilities</li> <li>● Embedded devices and cyber-physical systems vulnerabilities</li> <li>● Cryptography</li> <li>● Site and facility design secure principles</li> <li>● Physical security</li> <li>● Q&amp;A</li> </ul>
Day 3	Communication and Network Security	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Secure network architecture design</li> <li>● Secure network components</li> <li>● Secure communication channels</li> <li>● Network attacks</li> <li>● Q&amp;A</li> </ul>
	Identity and Access Management	<ul style="list-style-type: none"> <li>● Physical and logical assets control</li> <li>● Identification and authentication of people and devices</li> <li>● Identity as a service (e.g., cloud identity)</li> <li>● Third-party identity services (e.g., on-premise)</li> <li>● Access control attacks</li> <li>● Identity and access provisioning lifecycle</li> <li>● Q&amp;A</li> </ul>
Day 4	Security Assessment and Testing	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Assessment and test strategies</li> <li>● Security process data (e.g., management and operational controls)</li> <li>● Security control testing</li> <li>● Test outputs (e.g., automated, manual)</li> <li>● Security architecture vulnerabilities</li> <li>● Q&amp;A</li> </ul>
	Security Operations	<ul style="list-style-type: none"> <li>● Investigations support and requirements</li> <li>● Logging and monitoring activities</li> <li>● Provisioning of resources</li> <li>● Foundational security operations concepts</li> <li>● Resource protection techniques</li> <li>● Incident management</li> <li>● Preventative measures</li> <li>● Patch and vulnerability management</li> <li>● Change management processes</li> <li>● Recovery strategies</li> <li>● Disaster recovery processes and plans</li> <li>● Business continuity planning and exercises</li> <li>● Physical security</li> <li>● Personnel safety concerns</li> <li>● Q&amp;A</li> </ul>
Day 5	Software Development Security	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Security in the software development lifecycle</li> <li>● Development environment security controls</li> <li>● Software security effectiveness</li> <li>● Acquired software security impact</li> <li>● Q&amp;A</li> </ul>
	Domain Review	<ul style="list-style-type: none"> <li>● Review of all topics</li> <li>● Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Security+ Live-Online Instructor-Led Training

**Part Number:** CSP-ILE

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by a CompTIA authorized Security+ instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical Security+ domain knowledge that covers Threats, Attacks, and Vulnerabilities, Technology and Tools, Architecture and Design, Identity and Access Management, Risk Management, and Cryptography and PKI.

Included:

- An Expert CompTIA Authorized Security+ Instructor
- Official CompTIA Security+ Review Guide
- Certificate of Completion – 40 Continuing Education Credits

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** It is recommended by CompTIA that students obtain two years of experience in IT administration with a security focus.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>Security+ Domains</b>	<b>Topics Covered</b>
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"><li>• Introductions and review of exam objectives</li></ul>
	Threats, Attacks, and Vulnerabilities	<ul style="list-style-type: none"><li>• Given a scenario, analyze indicators of compromise and determine the type of malware</li><li>• Compare and contrast types of attacks</li><li>• Explain threat actor types and attributes</li><li>• Explain penetration testing concepts</li><li>• Explain vulnerability scanning concepts</li><li>• Explain the impact associated with types of vulnerabilities</li><li>• Q&amp;A</li></ul>

<b>Day 2</b>	Technology and Tools	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Install and configure network components, both hardware and software-based, to support organizational security</li> <li>• Given a scenario, use appropriate software tools to assess the security posture of an organization</li> <li>• Given a scenario, troubleshoot common security issues.</li> <li>• Given a scenario, analyze and interpret output from security technologies</li> <li>• Given a scenario, deploy mobile device securely</li> <li>• Given a scenario, implement secure protocols</li> <li>• Q&amp;A</li> </ul>
<b>Day 3</b>	Architecture and Design	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Explain use cases and purpose for frameworks, best practices and secure configuration guides</li> <li>• Given a scenario, implement secure network architecture concepts</li> <li>• Given a scenario, implement secure systems design</li> <li>• Explain the importance of secure staging and deployment concepts</li> <li>• Explain the security implications of embedded systems</li> <li>• Summarize secure application development and deployment concepts</li> <li>• Summarize cloud and virtualization concepts</li> <li>• Explain how resilience and automation strategies reduce risk</li> <li>• Explain the importance of physical security controls</li> <li>• Q&amp;A</li> </ul>
<b>Day 4</b>	Identity and Access Management	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Compare and contrast identity and access management concepts</li> <li>• Given a scenario, install and configure identity and access services</li> <li>• Given a scenario, implement identity and access management controls</li> <li>• Given a scenario, differentiate common account management practices</li> <li>• Q&amp;A</li> </ul>
	Risk Management	<ul style="list-style-type: none"> <li>• Explain the importance of policies, plans and procedures related to organizational security.</li> <li>• Summarize business impact analysis concepts.</li> <li>• Explain risk management processes and concepts.</li> <li>• Given a scenario, follow incident response procedures.</li> <li>• Summarize basic concepts of forensics.</li> <li>• Explain disaster recovery and continuity of operations concepts.</li> <li>• Compare and contrast various types of controls.</li> <li>• Given a scenario, carry out data security and privacy practices.</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Cryptography and PKI	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Compare and contrast basic concepts of cryptography</li> <li>• Explain cryptography algorithms and their basic characteristics.</li> <li>• Given a scenario, install and configure wireless security settings.</li> <li>• Given a scenario, implement public key infrastructure.</li> </ul>

		<ul style="list-style-type: none"> <li>• Q&amp;A</li> </ul>
	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Security+ Live-Online Instructor-Led Training / Includes one Exam Voucher

**Part Number:** CSP-ILE + EXAM

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by a CompTIA authorized Security+ instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical Security+ domain knowledge that covers Threats, Attacks, and Vulnerabilities, Technology and Tools, Architecture and Design, Identity and Access Management, Risk Management, and Cryptography and PKI.

This course includes one exam voucher.

Included:

- An Expert CompTIA Authorized Security+ Instructor
- Official CompTIA Security+ Review Guide
- Certificate of Completion – 40 Continuing Education Credits
- One Exam Voucher

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** It is recommended by CompTIA that students obtain two years of experience in IT administration with a security focus.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	Security+ Domains	Topics Covered
Day 1	Introductions	<ul style="list-style-type: none"> <li>• Introductions and review of exam objectives</li> </ul>

	Threats, Attacks, and Vulnerabilities	<ul style="list-style-type: none"> <li>Given a scenario, analyze indicators of compromise and determine the type of malware</li> <li>Compare and contrast types of attacks</li> <li>Explain threat actor types and attributes</li> <li>Explain penetration testing concepts</li> <li>Explain vulnerability scanning concepts</li> <li>Explain the impact associated with types of vulnerabilities</li> <li>Q&amp;A</li> </ul>
<b>Day 2</b>	Technology and Tools	<ul style="list-style-type: none"> <li>Recap</li> <li>Install and configure network components, both hardware and software-based, to support organizational security</li> <li>Given a scenario, use appropriate software tools to assess the security posture of an organization</li> <li>Given a scenario, troubleshoot common security issues.</li> <li>Given a scenario, analyze and interpret output from security technologies</li> <li>Given a scenario, deploy mobile device securely</li> <li>Given a scenario, implement secure protocols</li> <li>Q&amp;A</li> </ul>
<b>Day 3</b>	Architecture and Design	<ul style="list-style-type: none"> <li>Recap</li> <li>Explain use cases and purpose for frameworks, best practices and secure configuration guides</li> <li>Given a scenario, implement secure network architecture concepts</li> <li>Given a scenario, implement secure systems design</li> <li>Explain the importance of secure staging and deployment concepts</li> <li>Explain the security implications of embedded systems</li> <li>Summarize secure application development and deployment concepts</li> <li>Summarize cloud and virtualization concepts</li> <li>Explain how resilience and automation strategies reduce risk</li> <li>Explain the importance of physical security controls</li> <li>Q&amp;A</li> </ul>
<b>Day 4</b>	Identity and Access Management	<ul style="list-style-type: none"> <li>Recap</li> <li>Compare and contrast identity and access management concepts</li> <li>Given a scenario, install and configure identity and access services</li> <li>Given a scenario, implement identity and access management controls</li> <li>Given a scenario, differentiate common account management practices</li> <li>Q&amp;A</li> </ul>

	Risk Management	<ul style="list-style-type: none"> <li>• Explain the importance of policies, plans and procedures related to organizational security.</li> <li>• Summarize business impact analysis concepts.</li> <li>• Explain risk management processes and concepts.</li> <li>• Given a scenario, follow incident response procedures.</li> <li>• Summarize basic concepts of forensics.</li> <li>• Explain disaster recovery and continuity of operations concepts.</li> <li>• Compare and contrast various types of controls.</li> <li>• Given a scenario, carry out data security and privacy practices.</li> <li>• Q&amp;A</li> </ul>
Day 5	Cryptography and PKI	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Compare and contrast basic concepts of cryptography</li> <li>• Explain cryptography algorithms and their basic characteristics.</li> <li>• Given a scenario, install and configure wireless security settings.</li> <li>• Given a scenario, implement public key infrastructure.</li> <li>• Q&amp;A</li> </ul>
	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Cloud Security Professional (CCSP) Live-Online Instructor-Led Training

**Part Number:** CCS-ILE

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CCSP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CCSP domain knowledge that covers Architectural Concepts & Design Requirements, Cloud Data Security, Cloud Platform & Infrastructure Security, Cloud Application Security Operations, and Legal & Compliance.

Included:

An Expert (ISC)<sup>2</sup> Authorized CCSP Instructor

Official (ISC)<sup>2</sup> CCSP Practice Tests

Certificate of Completion – 40 Continuing Education Credits

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** The CCSP is ideal for IT and information security practitioners responsible for applying best practices to cloud security architecture, design, operations and service orchestration.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>CCSP Domains</b>	<b>Topics Covered</b>
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"> <li>● Introductions and review of exam objectives</li> </ul>
	Domain 1: Cloud Concepts, Architecture and Design	<ul style="list-style-type: none"> <li>● Understand Cloud Computing Concepts</li> <li>● Describe Cloud Reference Architecture</li> <li>● Understand Security Concepts Relevant to Cloud Computing</li> <li>● Understand Design Principles of Secure Cloud Computing</li> <li>● Evaluate Cloud Service Providers</li> <li>● Q&amp;A</li> </ul>
<b>Day 2</b>	Domain 2: Cloud Data Security	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Describe Cloud Data Concepts</li> <li>● Design and Implement Cloud Data Storage Architectures</li> <li>● Design and Apply Data Security Technologies and Strategies</li> <li>● Implement Data Discovery</li> <li>● Implement Data Classification</li> <li>● Design and Implement Information Rights Management (IRM)</li> <li>● Plan and Implement Data Retention, Deletion and Archiving Policies</li> <li>● Design and Implement Auditability, Traceability and Accountability of Data Events</li> <li>● Q&amp;A</li> </ul>
<b>Day 3</b>	Domain 3: Cloud Platform and Infrastructure Security	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Comprehend Cloud Infrastructure Components</li> <li>● Design a Secure Data Center</li> <li>● Analyze Risks Associated with Cloud Infrastructure</li> <li>● Design and Plan Security Controls</li> <li>● Plan Disaster Recovery (DR) and Business Continuity (BC)</li> <li>● Q&amp;A</li> </ul>
	Domain 4: Cloud Application Security	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Advocate Training and Awareness for Application Security</li> <li>● Describe the Secure Software Development Life Cycle (SDLC) Process</li> <li>● Apply the Secure Software Development Life Cycle (SDLC)</li> <li>● Apply Cloud Software Assurance and Validation</li> <li>● Use Verified Secure Software</li> <li>● Comprehend the Specifics of Cloud Application Architecture</li> <li>● Design Appropriate Identity and Access Management (IAM) Solutions</li> <li>● Q&amp;A</li> </ul>
<b>Day 4</b>	Domain 5: Cloud Security Operations	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Implement and Build Physical and Logical Infrastructure for Cloud Environment</li> <li>● Operate Physical and Logical Infrastructure for Cloud Environment</li> <li>● Manage Physical and Logical Infrastructure for Cloud Environment</li> <li>● Implement Operational Controls and Standards</li> <li>● Support Digital Forensics</li> <li>● Manage Communication with Relevant Parties</li> <li>● Manage Security Operations</li> <li>● Q&amp;A</li> </ul>

<b>Day 5</b>	Domain 6: Legal, Risk and Compliance	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Articulate Legal Requirements and Unique Risks within the Cloud Environment</li> <li>● Understand Privacy Issues</li> <li>● Understand Audit Process, Methodologies, and Required Adaptations for a Cloud Environment</li> <li>● Understand Implications of Cloud to Enterprise Risk Management</li> <li>● Understand Outsourcing and Cloud Contract Design</li> <li>● Q&amp;A</li> </ul>
	Content Review	<ul style="list-style-type: none"> <li>● Review of all topics</li> <li>● Review of exam breakdown</li> <li>● Practice test</li> <li>● Final Q&amp;A</li> </ul>

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**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Cloud Security Professional (CCSP) Live-Online Instructor-Led Training / Includes one Exam Voucher

**Part Number:** CCS-ILE + EXAM

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CCSP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CCSP domain knowledge that covers Architectural Concepts & Design Requirements, Cloud Data Security, Cloud Platform & Infrastructure Security, Cloud Application Security Operations, and Legal & Compliance.

This course includes one exam voucher.

Included:

An Expert (ISC)<sup>2</sup> Authorized CCSP Instructor

Official (ISC)<sup>2</sup> CCSP Practice Tests

Certificate of Completion – 40 Continuing Education Credits

One Exam Voucher

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** The CCSP is ideal for IT and information security practitioners responsible for applying best practices to cloud security architecture, design, operations and service orchestration.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	CCSP Domains	Topics Covered
Day 1	Introductions	<ul style="list-style-type: none"><li>• Introductions and review of exam objectives</li></ul>
	Domain 1: Cloud Concepts, Architecture and Design	<ul style="list-style-type: none"><li>• Understand Cloud Computing Concepts</li><li>• Describe Cloud Reference Architecture</li><li>• Understand Security Concepts Relevant to Cloud Computing</li><li>• Understand Design Principles of Secure Cloud Computing</li><li>• Evaluate Cloud Service Providers</li><li>• Q&amp;A</li></ul>
Day 2	Domain 2: Cloud Data Security	<ul style="list-style-type: none"><li>• Recap</li><li>• Describe Cloud Data Concepts</li><li>• Design and Implement Cloud Data Storage Architectures</li><li>• Design and Apply Data Security Technologies and Strategies</li><li>• Implement Data Discovery</li><li>• Implement Data Classification</li><li>• Design and Implement Information Rights Management (IRM)</li><li>• Plan and Implement Data Retention, Deletion and Archiving Policies</li><li>• Design and Implement Auditability, Traceability and Accountability of Data Events</li></ul>

		<ul style="list-style-type: none"> <li>• Q&amp;A</li> </ul>
<b>Day 3</b>	Domain 3: Cloud Platform and Infrastructure Security	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Comprehend Cloud Infrastructure Components</li> <li>• Design a Secure Data Center</li> <li>• Analyze Risks Associated with Cloud Infrastructure</li> <li>• Design and Plan Security Controls</li> <li>• Plan Disaster Recovery (DR) and Business Continuity (BC)</li> <li>• Q&amp;A</li> </ul>
	Domain 4: Cloud Application Security	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Advocate Training and Awareness for Application Security</li> <li>• Describe the Secure Software Development Life Cycle (SDLC) Process</li> <li>• Apply the Secure Software Development Life Cycle (SDLC)</li> <li>• Apply Cloud Software Assurance and Validation</li> <li>• Use Verified Secure Software</li> <li>• Comprehend the Specifics of Cloud Application Architecture</li> <li>• Design Appropriate Identity and Access Management (IAM) Solutions</li> <li>• Q&amp;A</li> </ul>
<b>Day 4</b>	Domain 5: Cloud Security Operations	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Implement and Build Physical and Logical Infrastructure for Cloud Environment</li> <li>• Operate Physical and Logical Infrastructure for Cloud Environment</li> <li>• Manage Physical and Logical Infrastructure for Cloud Environment</li> <li>• Implement Operational Controls and Standards</li> <li>• Support Digital Forensics</li> <li>• Manage Communication with Relevant Parties</li> <li>• Manage Security Operations</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Domain 6: Legal, Risk and Compliance	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Articulate Legal Requirements and Unique Risks within the Cloud Environment</li> <li>• Understand Privacy Issues</li> <li>• Understand Audit Process, Methodologies, and Required Adaptations for a Cloud Environment</li> <li>• Understand Implications of Cloud to Enterprise Risk Management</li> <li>• Understand Outsourcing and Cloud Contract Design</li> <li>• Q&amp;A</li> </ul>
	Content Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Review of exam breakdown</li> <li>• Practice test</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** CompTIA Cybersecurity Analyst (CySA+) Live-Online Instructor-Led Training

**Part Number:** CCY-ILE

**Brief Description of Course Content:**

This course entails five days of comprehensive training by a CompTIA authorized CySA+ instructor. Your live-online training session consists of engaging training materials, practice questions, daily-recaps, and question & answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CySA+ domain knowledge that covers Threat Management, Vulnerability Management, Cyber-Incident Response, and Security Architecture and Tool Sets.

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** It is recommended by CompTIA that students obtain a Security+ or equivalent knowledge.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>CySA+ Domains</b>	<b>Topics Covered</b>
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"><li>● Introductions and review of exam objectives</li></ul>
	Threat Management	<ul style="list-style-type: none"><li>● Apply environmental reconnaissance techniques using appropriate tools and processes</li><li>● Analyze the results of a network reconnaissance</li><li>● Implement or recommend the appropriate response and countermeasure to a network-based threat</li><li>● Explain the purpose of practices used to secure a corporate environment</li><li>● Q&amp;A</li></ul>
<b>Day 2</b>	Vulnerability Management	<ul style="list-style-type: none"><li>● Recap</li><li>● Implement an information security vulnerability management process</li><li>● Analyze the output resulting from a vulnerability scan</li><li>● Compare and contrast common vulnerabilities found in an organization</li><li>● Q&amp;A</li></ul>
<b>Day 3</b>	Cyber-Incident Response	<ul style="list-style-type: none"><li>● Recap</li><li>● Distinguish threat data or behavior to determine the impact of an incident</li><li>● Prepare a toolkit and use appropriate forensics tools during an investigation</li><li>● Explain the importance of communication during the incident response process</li><li>● Analyze common symptoms to select the best course of action to support incident response</li><li>● Summarize the incident recovery and post-incident response process</li><li>● Q&amp;A</li></ul>

<b>Day 4</b>	Security Assessment and Testing	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Explain the relationship between frameworks, common policies, controls, and procedures</li> <li>● Use data to recommend remediation of security issues related to identity and access management</li> <li>● Review security architecture and make recommendations to implement compensating controls</li> <li>● Use application security best practices while participating in the Software Development Life Cycle (SDLC)</li> <li>● Compare and contrast the general purpose and reasons for using various cybersecurity tools and technologies</li> <li>● Q&amp;A</li> </ul>
<b>Day 5</b>	Domain Review	<ul style="list-style-type: none"> <li>● Review of all topics</li> <li>● Review of exam breakdown</li> <li>● Practice test</li> <li>● Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** CompTIA Cybersecurity Analyst (CySA+) Live-Online Instructor-Led Training / Includes one Exam Voucher

**Part Number:** CCY-ILE + EXAM

**Brief Description of Course Content:**

This course entails five days of comprehensive training by a CompTIA authorized CySA+ instructor. Your live-online training session consists of engaging training materials, practice questions, daily-recaps, and question & answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CySA+ domain knowledge that covers Threat Management, Vulnerability Management, Cyber-Incident Response, and Security Architecture and Tool Sets.

This course includes one exam voucher.

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** It is recommended by CompTIA that students obtain a Security+ or equivalent knowledge.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	CySA+ Domains	Topics Covered
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"> <li>● Introductions and review of exam objectives</li> </ul>
	Threat Management	<ul style="list-style-type: none"> <li>● Apply environmental reconnaissance techniques using appropriate tools and processes</li> <li>● Analyze the results of a network reconnaissance</li> <li>● Implement or recommend the appropriate response and countermeasure to a network-based threat</li> <li>● Explain the purpose of practices used to secure a corporate</li> </ul>

		<p>environment</p> <ul style="list-style-type: none"> <li>• Q&amp;A</li> </ul>
<b>Day 2</b>	Vulnerability Management	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Implement an information security vulnerability management process</li> <li>• Analyze the output resulting from a vulnerability scan</li> <li>• Compare and contrast common vulnerabilities found in an organization</li> <li>• Q&amp;A</li> </ul>
<b>Day 3</b>	Cyber-Incident Response	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Distinguish threat data or behavior to determine the impact of an incident</li> <li>• Prepare a toolkit and use appropriate forensics tools during an investigation</li> <li>• Explain the importance of communication during the incident response process</li> <li>• Analyze common symptoms to select the best course of action to support incident response</li> <li>• Summarize the incident recovery and post-incident response process</li> <li>• Q&amp;A</li> </ul>
<b>Day 4</b>	Security Assessment and Testing	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Explain the relationship between frameworks, common policies, controls, and procedures</li> <li>• Use data to recommend remediation of security issues related to identity and access management</li> <li>• Review security architecture and make recommendations to implement compensating controls</li> <li>• Use application security best practices while participating in the Software Development Life Cycle (SDLC)</li> <li>• Compare and contrast the general purpose and reasons for using various cybersecurity tools and technologies</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Review of exam breakdown</li> <li>• Practice test</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Authorization Professional (CAP) Live-Online Instructor-Led Training

**Part Number:** ICC-ILE

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CAP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CAP domain knowledge that covers the Risk Management Framework, Categorization of Information Systems, Selection of Security Controls, Security Control Implementation, Security Control Assessment, Information System Authorization, and Monitoring of Security Controls.

Included:

An Expert (ISC)<sup>2</sup> Authorized CAP Instructor  
Certificate of Completion – 40 Continuing Education Credits

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** The CAP is ideal for IT and information security practitioners responsible for applying the Risk Management Framework.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>CAP Domains</b>	<b>Topics Covered</b>
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"><li>● Introductions and review of exam objectives</li></ul>
	Risk Management Framework (RMF)	<ul style="list-style-type: none"><li>● Describe the RMF Describe and distinguish between the RMF steps</li><li>● Identify roles and define responsibilities</li><li>● Understand and describe how the RMF process relates to the organizational structure</li><li>● Understand the relationship between the RMF and System Development Life Cycle (SDLC)</li><li>● Understand legal, regulatory and other security requirements</li><li>● Q&amp;A</li></ul>
<b>Day 2</b>	Categorization of Information Systems	<ul style="list-style-type: none"><li>● Recap</li><li>● Categorize the system</li><li>● Describe the information system (including the security authorization boundaries)</li></ul>
	Selection of Security Controls	<ul style="list-style-type: none"><li>● Register the system</li><li>● Identify and document (inheritable) controls</li><li>● Select, tailor and document security controls</li><li>● Develop security control monitoring strategy</li><li>● Review and approve security plan</li><li>● Q&amp;A</li></ul>
<b>Day 3</b>	Security Control Implementation	<ul style="list-style-type: none"><li>● Recap</li><li>● Prepare for security control assessment</li><li>● Develop security control assessment plan</li></ul>
	Information System	<ul style="list-style-type: none"><li>● Assess security control effectiveness</li></ul>

	Authorization	<ul style="list-style-type: none"> <li>• Develop initial security assessment report (SAR)</li> <li>• Review interim SAR and perform initial remediation actions</li> <li>• Develop final SAR and optional addendum</li> <li>• Develop plan of action and milestones (POAM) (e.g., resources, schedule, requirements)</li> <li>• Assemble security authorization package</li> <li>• Determine risk</li> <li>• Determine the acceptability of risk</li> <li>• Obtain security authorization decision</li> <li>• Q&amp;A</li> </ul>
<b>Day 4</b>	Monitoring of Security Controls	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Determine security impact of changes to system and environment</li> <li>• Perform ongoing security control assessments (e.g., continuous monitoring, internal and external assessments)</li> <li>• Conduct ongoing remediation actions (resulting from incidents, vulnerability scans, audits, vendor updates, etc.)</li> <li>• Update key documentation (e.g., SP, SAR, POAM)</li> <li>• Perform periodic security status reporting</li> <li>• Perform ongoing risk determination and acceptance</li> <li>• Decommission and remove system</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Review of exam breakdown</li> <li>• Practice test</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** Certified Authorization Professional (CAP) Live-Online Instructor-Led Training / Includes one Exam Voucher

**Part Number:** ICC-ILE + EXAM

**Brief Description of Course Content:**

This course entails five days of comprehensive instruction by an (ISC)<sup>2</sup> authorized CAP instructor. Your live-online training session consists of engaging training material, practice questions, daily-recaps, and question and answer sessions between you and our experienced instructor. Please refer to the training schedule for a detailed breakdown of course topics and activities.

Students will receive in-depth, technical CAP domain knowledge that covers the Risk Management Framework, Categorization of Information Systems, Selection of Security Controls, Security Control Implementation, Security Control Assessment, Information System Authorization, and Monitoring of Security Controls.

This course includes one exam voucher

Included:

- An Expert (ISC)<sup>2</sup> Authorized CAP Instructor
- Certificate of Completion – 40 Continuing Education Credits
- One Exam Voucher

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** The CAP is ideal for IT and information security practitioners responsible for applying the Risk Management Framework.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>CAP Domains</b>	<b>Topics Covered</b>
<b>Day 1</b>	Introductions	<ul style="list-style-type: none"> <li>• Introductions and review of exam objectives</li> </ul>
	Risk Management Framework (RMF)	<ul style="list-style-type: none"> <li>• Describe the RMF Describe and distinguish between the RMF steps</li> <li>• Identify roles and define responsibilities</li> <li>• Understand and describe how the RMF process relates to the organizational structure</li> <li>• Understand the relationship between the RMF and System Development Life Cycle (SDLC)</li> <li>• Understand legal, regulatory and other security requirements</li> <li>• Q&amp;A</li> </ul>
<b>Day 2</b>	Categorization of Information Systems	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Categorize the system</li> <li>• Describe the information system (including the security authorization boundaries)</li> <li>• Register the system</li> <li>• Identify and document (inheritable) controls</li> <li>• Select, tailor and document security controls</li> <li>• Develop security control monitoring strategy</li> <li>• Review and approve security plan</li> <li>• Q&amp;A</li> </ul>
	Selection of Security Controls	
<b>Day 3</b>	Security Control Implementation	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Prepare for security control assessment</li> <li>• Develop security control assessment plan</li> <li>• Assess security control effectiveness</li> <li>• Develop initial security assessment report (SAR)</li> <li>• Review interim SAR and perform initial remediation actions</li> <li>• Develop final SAR and optional addendum</li> <li>• Develop plan of action and milestones (POAM) (e.g., resources, schedule, requirements)</li> <li>• Assemble security authorization package</li> <li>• Determine risk</li> <li>• Determine the acceptability of risk</li> <li>• Obtain security authorization decision</li> <li>• Q&amp;A</li> </ul>
	Information System Authorization	
<b>Day 4</b>	Monitoring of Security Controls	<ul style="list-style-type: none"> <li>• Recap</li> <li>• Determine security impact of changes to system and environment</li> <li>• Perform ongoing security control assessments (e.g., continuous monitoring, internal and external assessments)</li> <li>• Conduct ongoing remediation actions (resulting from incidents, vulnerability scans, audits, vendor updates, etc.)</li> <li>• Update key documentation (e.g., SP, SAR, POAM)</li> <li>• Perform periodic security status reporting</li> <li>• Perform ongoing risk determination and acceptance</li> <li>• Decommission and remove system</li> <li>• Q&amp;A</li> </ul>
<b>Day 5</b>	Domain Review	<ul style="list-style-type: none"> <li>• Review of all topics</li> <li>• Review of exam breakdown</li> <li>• Practice test</li> <li>• Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** EC-Council Certified Ethical Hacker (CEH) Live-online Instructor-led Training

**Part Number:** ECH-ILE

**Brief Description of Course Content:**

The Certified Ethical Hacker (CEH v10) program is a trusted and respected ethical hacking training Program that any information security professional will need. CEH is used as a hiring standard and is a core sought-after certification by many of the Fortune 500 organizations, governments, cybersecurity practices, and a cyber staple in education across many of the most prominent degree programs in top Universities around the globe.

Included:

An Expert EC-Council Authorized CEH Instructor  
Certified Ethical Hacker Official Study Guide

**Course Format (e.g., Lecture, Discussion, Hands-On):** Online

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** To be successful, students should be able to devote a substantial amount of time to reviewing course materials and studying.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	Topics Covered
Day 1	<ul style="list-style-type: none"><li>● Introductions and review of exam objectives</li><li>● Introduction to Ethical Hacking</li><li>● Footprinting and Reconnaissance</li><li>● Scanning Networks</li><li>● Enumeration</li><li>● Vulnerability Analysis</li><li>● Q&amp;A</li></ul>
Day 2	<ul style="list-style-type: none"><li>● Recap</li><li>● System Hacking</li><li>● Malware Threats</li><li>● Social Engineering</li><li>● Sniffing</li><li>● Denial-of-Service</li><li>● Q&amp;A</li></ul>
Day 3	<ul style="list-style-type: none"><li>● Recap</li><li>● Session Hijacking</li><li>● Evading IDS, Firewalls, and Honeypots</li><li>● Hacking Web Servers</li><li>● Hacking Web Applications</li><li>● SQL Injection</li><li>● Q&amp;A</li></ul>
Day 4	<ul style="list-style-type: none"><li>● Recap</li><li>● Hacking Wireless Networks</li><li>● Hacking Mobile Platforms</li><li>● IoT Hacking</li></ul>

	<ul style="list-style-type: none"> <li>● Cloud Computing</li> <li>● Cryptography</li> <li>● Q&amp;A</li> </ul>
<b>Day 5</b>	<ul style="list-style-type: none"> <li>● Review of all topics</li> <li>● Review of exam breakdown</li> <li>● Practice test</li> <li>● Final Q&amp;A</li> </ul>

**Manufacturer:** Cyber Brain Academy, LLC

**Course Title:** EC-Council Certified Ethical Hacker (CEH) Live-online Instructor-led Training / Includes one Exam Voucher

**Part Number:** ECH-ILE + Exam

**Brief Description of Course Content:**

The Certified Ethical Hacker (CEH v10) program is a trusted and respected ethical hacking training Program that any information security professional will need. CEH is used as a hiring standard and is a core sought-after certification by many of the Fortune 500 organizations, governments, cybersecurity practices, and a cyber staple in education across many of the most prominent degree programs in top Universities around the globe.

This course includes one exam voucher

Included:

An Expert EC-Council Authorized CEH Instructor  
 Certified Ethical Hacker Official Study Guide  
 One Exam Voucher

**Course Format (e.g., Lecture, Discussion, Hands-On):** Online

**Length of Course (e.g., # of Hours, # of Days):** The course spans 5 days for 8 hours per day.

**Mandatory Prerequisite(s) for Enrollment:** High-speed internet access

**Desirable Pre-requisite(s) for Enrollment:** To be successful, students should be able to devote a substantial amount of time to reviewing course materials and studying.

**Location(s) where the course is offered (e.g., City/State, Customer-site):** This course is delivered by a live instructor through modern enterprise video communication.

**Class Schedule:**

	<b>Topics Covered</b>
<b>Day 1</b>	<ul style="list-style-type: none"> <li>● Introductions and review of exam objectives</li> <li>● Introduction to Ethical Hacking</li> <li>● Footprinting and Reconnaissance</li> <li>● Scanning Networks</li> <li>● Enumeration</li> <li>● Vulnerability Analysis</li> <li>● Q&amp;A</li> </ul>

<p style="text-align: center;"><b>Day 2</b></p>	<ul style="list-style-type: none"> <li>● Recap</li> <li>● System Hacking</li> <li>● Malware Threats</li> <li>● Social Engineering</li> <li>● Sniffing</li> <li>● Denial-of-Service</li> <li>● Q&amp;A</li> </ul>
<p style="text-align: center;"><b>Day 3</b></p>	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Session Hijacking</li> <li>● Evading IDS, Firewalls, and Honeypots</li> <li>● Hacking Web Servers</li> <li>● Hacking Web Applications</li> <li>● SQL Injection</li> <li>● Q&amp;A</li> </ul>
<p style="text-align: center;"><b>Day 4</b></p>	<ul style="list-style-type: none"> <li>● Recap</li> <li>● Hacking Wireless Networks</li> <li>● Hacking Mobile Platforms</li> <li>● IoT Hacking</li> <li>● Cloud Computing</li> <li>● Cryptography</li> <li>● Q&amp;A</li> </ul>
<p style="text-align: center;"><b>Day 5</b></p>	<ul style="list-style-type: none"> <li>● Review of all topics</li> <li>● Review of exam breakdown</li> <li>● Practice test</li> <li>● Final Q&amp;A</li> </ul>

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**AWARDED TRAINING COURSE RATES**

SIN	COURSE DESCRIPTION	GSA RATE w/IFF
611420	Accruent - VFA.facility Core Training 2-Day class at client location. Price is fixed-fee per class for maximum of 10 students, trainer travel and expenses are billed separately. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.	\$7,657.41
611420	Accruent - VFA.facility Core Training 2-day class at Accruent Boston office. Price is per student, with minimum of 3 students and maximum of 10 students and excludes any travel-related expenses. Day 1 focus on Understanding the Asset Database; Day 2 focus on Capital Planning and Budgeting.	\$1,435.77
611420	Accruent - VFA.facility 6-hour Core Training online. Price per class for maximum of 5 students per session, excluding travel expenses. Delivered in two Web-based sessions of 3 hours each. Session 1 focus on Understanding the Asset Database; Session 2 focus on Capital Planning and Budgeting.	\$3,158.69
611420	Cyber Brain - Certified Cloud Security Professional (CCSP) Live-online Instructor-led Training	\$3,350.13
611420	Cyber Brain - Certified Cloud Security Professional (CCSP) Live-online Instructor-led Training. INCLUDES 1 EXAM VOUCHER	\$4,053.10
611420	Cyber Brain - CompTIA Cybersecurity Analyst (CySA+) Live-online Instructor-led Training	\$3,110.83
611420	Cyber Brain - CompTIA Cybersecurity Analyst (CySA+) Live-online Instructor-led Training. INCLUDES 1 EXAM VOUCHER	\$3,657.69
611420	Cyber Brain - Security+ Live-Online Instructor-Led Training	\$3,139.55
611420	Cyber Brain - Security+ Live-Online Instructor-Led Training / Includes one Exam Voucher	\$3,573.90
611420	Cyber Brain - EC-Council Certified Ethical Hacker (CEH) Live-online Instructor-led Training	\$2,201.51
611420	Cyber Brain - EC-Council Certified Ethical Hacker (CEH) Live-online Instructor-led Training. INCLUDES 1 EXAM VOUCHER	\$2,623.76
611420	Cyber Brain - Certified Authorization Professional (CAP) Live-online Instructor-led Training	\$2,584.38
611420	Cyber Brain - Certified Authorization Professional (CAP) Live-online Instructor-led Training. INCLUDES 1 EXAM VOUCHER	\$3,287.35
611420	Cyber Brain - Certified Information Systems Security Professional (CISSP) Live-online Instructor-led Training	\$3,062.97
611420	Cyber Brain - Certified Information Systems Security Professional (CISSP) Live-online Instructor-led Training. INCLUDES 1 EXAM VOUCHER	\$3,883.30

## USA Commitment to Promote Small Business Participation Procurement Programs

### PREAMBLE

(Name of Company) 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: **Steven D. Young (P) 202-296-5505 x817 / Email: [syoung@winvale.com](mailto:syoung@winvale.com)**



**(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT**

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

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

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**BASIC GUIDELINES FOR USING  
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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



## Return Policy

Winvale allows customer returns based on the policies of the original product manufacturer. Winvale should be notified of any damaged or unusable item within seven (7) days of receipt of the item.

Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the software or the licenses have been downloaded.

Customers should contact their Winvale sales representative to initiate a return or for more information.

### Non-Defective Items

- All returns must have an RGA number (returned goods authorization number) and are subject to a 25% administrative and processing fee.
- No returns will be accepted after 90 days elapse.
- All returns must be in original packaging and received in new and resalable condition. For applicable restocking fees consult the chart below.
- The customer pays all delivery charges for returned items.
- If you receive merchandise as a result of a Winvale error, you will be issued a credit for return shipping expense and no administrative, processing or restocking fee will be applied.

<b>Restocking Fees:</b>	
<b><i>Days Elapsed</i></b>	<b><i>Applicable Restocking Fees</i></b>
Within 7 days	No restocking fee on returned items
8 - 29 days	25% of price of all returned items
Over 30 days	50% of price of all returned items

### Defective Items

- Your account will be credited in-full for defective merchandise that is returned within 30 days.
- Winvale will pay for the return delivery. Please contact your Winvale sales representative for prepaid delivery arrangements. The customer is responsible for properly packaging and protecting the item during its shipping back to Winvale.

## List of Authorized Manufacturers

Accruent, LLC
Beryllium LLC
Changepoint / Daptiv
ClearCompany
Codan Communications
ColorTokens, Inc.
Cyber Brain Academy LLC
eComply Solutions LLC
Franwell, Inc.
GPS Insight, LLC
ID Agent
Machinesense
MarkMonitor, Inc.
Meltwater
No Borders, Inc.
NOVAtime Technology, Inc.
OpSec Security, Inc.
Owen Test Labs, LLC
PMWeb, Inc.
PowerDot
Rule14, LLC
Shipcom Wireless
Thermo LabSystems, Inc.

## Commercial Supplier Agreements

The following manufacturers do not require that a Commercial Supplier Agreement be signed

- BERYLLIUM
- CLEARCOMPANY
- CYBER BRAIN ACADEMY, LLC
- ECOMPLY SOLUTIONS LLC
- FRANWELL
- GPS INSIGHT
- ID AGENT
- MACHINESENSE
- MARK MONITOR
- MELTWATER GROUP
- NO BORDERS
- NOVATIME
- OPSEC SECURITY
- POWERDOT
- SHIPCOM Wireless

The following manufacturers DO require that Commercial Supplier Agreements be signed and are attached on the following pages.

- ACCRUENT
- CHANGEPOINT / DAPTIV
- CODAN
- COLORTOKENS
- PMWEB
- THERMO LABSYSTEMS, INC.

**GSA Approved Commercial Supplier Agreements**

Approved by GSA 6 August 2020

**MASTER AGREEMENT**

The effective date of this Agreement is identified in the Government Purchase Order (“**Effective Date**”).

The parties agree as follows:

1. **DEFINITIONS.**

- 1.1. **“Accruent Software”** is each Accruent-developed and/or Accruent-owned software product in machine readable object code (not source code) and any Updates, Upgrades, or revisions to such software.
- 1.2. **“Agreement”** includes this Master Agreement.
- 1.3. **“Affiliate”** is an entity that is a subsidiary of or under common control of the applicable entity.
- 1.4. **“Authorized User(s)”** are (i) Client’s employees, and (ii) Client’s consultants, contractors, or agents, approved in writing by Accruent (which will not be unreasonably withheld, conditioned, or delayed) it being understood that Accruent may reasonably withhold approval for competitors of Accruent.
- 1.5. **“Change of Control”** means (i) the sale of all or substantially all of its stock or assets of a party to another entity; (ii) any merger, consolidation, or acquisition of a party with an entity that is not an Affiliate; or (iii) any change in the ownership of more than 50% of the voting capital stock of a party in one or more related transactions.
- 1.6. **“Client Data”** is data, excluding Resultant Data (defined below), that Client provides, generates, transfers, or makes available to Accruent under this Agreement.
- 1.7. **“Documentation”** is paperwork, manuals, or other types of instruction regarding use of the Software made available to Client by Accruent in electronic format (or in print upon request), including but not limited to: user instructions, release notes, manuals, and help files.
- 1.8. **“License Metrics”** are the limitations on the license for SaaS Services, based on usage and set out in an Order Document; License Metrics are measured by a certain term, including but not limited to number of leases, square footage, number of locations, or reports.
- 1.9. **“Malicious Code”** includes computer viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- 1.10. **“Maintenance”** is the collective support services for the Software, including but not limited to the provision of Updates for the Services ordered. Maintenance is subject to Accruent’s Support and Maintenance Policy (as may be amended by Accruent) in effect at the time the services are provided. For the avoidance of doubt, Maintenance expressly excludes Professional Services.
- 1.11. **“Order Document”** is a document or set of documents executed by the parties which describes order-specific information and incorporates by reference the terms of the Agreement. An Order Document may not be specifically called an Order Document; it can be referred to by another name, such as a statement of work.
- 1.12. **“Partner”** is a third-party vendor or subcontractor under an agreement with Accruent to provide services in support of Accruent’s SaaS Services and/or Software, as well as any other obligations under this Agreement.
- 1.13. **“Partner Software”** is software (in object code form), and any of its Updates, upgrades, or revisions, including Documentation, that is owned by a Partner and provided to Client by Accruent on a pass-through, reseller, or original equipment manufacturer (OEM) basis.

- 1.14. **“Professional Services”** are services provided by Accruent, or an authorized Partner, as set forth in the Agreement; these may include, but are not limited to data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management, assessment services and other consulting services.
  - 1.15. **“Resultant Data”** is aggregated and anonymized data and information, including Client Data and Usage Data, relating to Client’s use of the Services. Resultant Data is aggregated and anonymized so that no identifiable information is present and may be used by Accruent, in any form, for any lawful purpose.
  - 1.16. **“SaaS Services”** is the provision of the Software, hosted by Accruent or its Partners and accessed via the internet, as a service and as set forth on an applicable Order Document.
  - 1.17. **“Software”** includes both the Accruent Software and any applicable Partner Software.
  - 1.18. **“Support”** is a service in which Accruent provides technical support for the services and is provided pursuant to Accruent’s Support and Maintenance Policy available in the support portal (as may be amended by Accruent) in effect at the time the services are provided. For the avoidance of doubt, Support expressly excludes Professional Services.
  - 1.19. **“Upgrades”** are the new products or functionality for which Accruent generally charges a separate fee.
  - 1.20. **“Updates”** are the error corrections, modifications, or security or product enhancements which Accruent makes generally available to its customers as part of the Maintenance.
2. **ORDER OF PRECEDENCE; ENTIRE AGREEMENT.** In the event of a conflict between this Agreement and any Order Document or document contemplated by this Agreement, the conflict shall be resolved in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s) Order of Precedence. This Agreement, including any applicable Order Documents, cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter and constitutes the parties’ entire agreement relating to its subject matter. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of GSA and the MAS Contractor.
3. **INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall transfer any of either party’s Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its Intellectual Property. “Intellectual Property” includes, without limitation, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials. Accruent’s Intellectual Property includes, but is not limited to, any work that Accruent creates, acquires, or otherwise has rights in, including any works created pursuant to this Agreement, except for any portion of such works that consist of Client’s Intellectual Property. Client Data will be considered Client’s Intellectual Property, except for Resultant Data, which will not be considered a derivative of Client Data. Accruent may, in connection

with the performance of services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded.

4. **FINANCIAL TERMS.**

- 4.1. **Suspension of Services.** In the event any Fees due and owing are 30 or more days overdue from the last day of the initial 30-day payment period, Accruent may, after providing notice to Client, and without limiting any of its other rights and remedies: (i) suspend, terminate, or otherwise deny Client access to or use of, all or any part of the Services, and (ii) require full payment of the overdue amount, and any other amount due and owing, prior to additional or continued performance by Accruent.
- 4.2. **Taxes.** Unless expressly provided otherwise in this Agreement or any applicable Order Document, the prices in the Agreement do not include taxes. Client agrees to pay any taxes arising out of the Agreement, other than those based on Accruent's net income. If Client is tax-exempt, Client agrees to provide Accruent a copy of its tax-exempt certificate prior to execution of an Order Document. Client shall be responsible for any liability or expense incurred by Accruent as a result of Client's failure or delay in paying taxes due.
- 4.3. **Compliance/Audit.** Accruent may audit Client's use of the Services at any time during the Term and at termination. Client (i) acknowledges that the Software includes a License Metric management component that tracks Software usage, and (ii) agrees not to impede, disable, or otherwise undermine operation of such management component. Upon written request, Client shall make available to Accruent any records that show Client's compliance with the terms of this Agreement. If such audit determines that Client's use of the Services exceed the usage permitted by the Order Document ("**Overage**"), Client shall pay to Accruent all amounts due for previous and continuing excess use. Any Overages will be assessed and invoiced by Accruent. If Accruent fails to charge for Overages, such failure to charge is not a waiver of those Overages and Accruent retains the right to charge for those Overages. Overages will continue to be invoiced until such time the permitted usage amount is changed to reflect Overages.

5. **CONFIDENTIALITY**

- 5.1. **Defined.** One party ("**Disclosing Party**") may expose or provide to the other party ("**Receiving Party**") Disclosing Party's confidential and proprietary information, including but not limited to information designated as confidential in writing, or information which the Receiving Party should know is confidential and proprietary ("**Confidential Information**"). Confidential Information includes, but is not limited to: the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Accruent and its licensors relating to or embodied in the Hardware, Software, or Documentation. Placement of a copyright notice on any portion of the Software will not be construed to mean that such portion has been published and will not diminish any claim that such portion contains Accruent's Confidential Information. For the avoidance of doubt, Accruent's Intellectual Property is Confidential Information.

- 5.2. **Non-Disclosure.** The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized dissemination and will use the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Except as otherwise expressly permitted herein, the Receiving Party shall not disclose Disclosing Party's Confidential Information to any person or entity other than the Receiving Party's officers, employees, and consultants who (i) need access to such Confidential Information in order to effect the intent of this Agreement, and (ii) have entered into written confidentiality agreements, or are bound by professional responsibility obligations, which protect the Disclosing Party's Confidential Information sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement.
- 5.3. **Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the Receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is lawfully obtained from a third party who is not under any confidentiality obligations and has the right to disclose; or (iv) has been independently developed by the Receiving Party without reference to Disclosing Party's Confidential Information.
- 5.4. **Compelled Disclosure.** Receiving Party may disclose Disclosing Party's Confidential Information if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.
- 5.5. **Other Permitted Disclosures.** Notwithstanding the foregoing confidentiality obligations, a party may provide a copy of this Agreement to the following persons and/or entities, who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders, and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors, and auditors in connection with the due diligence review of such party. A party may also provide a copy of this Agreement to the party's outside accounting firm and legal advisors and in connection with any litigation or proceeding relating to this Agreement.
6. **LIMITED RIGHTS AND OWNERSHIP**
- 6.1. **Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by Accruent and its Partners. Client acknowledges that: (i) all Software is licensed and not sold; (ii) Client acquires only the right to use the Software, Professional Services, or SaaS Services, and Accruent and its Partners shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed partially or in whole by Accruent, Client, or a third party): (a) intellectual property embodied or associated therewith; (b) deliverables and work product associated therewith; (c) all copies and derivative works thereof; and (d) the Protected Materials, including the source and object codes, logic and structure, which constitute valuable trade secrets of Accruent and its Partners. "**Protected Materials**" as used herein means Software, Professional Services, or Accruent's or its Partners' intellectual property or Confidential Information. Client agrees to secure and protect the Protected Materials consistent with the maintenance of Accruent's and its Partners' rights set forth in this Agreement.

- 6.2. **Restrictions.** Client shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, adapt, translate, reverse engineer or otherwise attempt to make any changes to or derive source code, algorithms, tags, specifications, architecture, structure or other elements from the Protected Materials, in whole or in part, for any purpose; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without Accruent's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (vii) allow any access to or use of the Protected Materials by any third party without Accruent's prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade and customization services; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.
- 6.3. **Enforcement.** Client shall (i) ensure that all users of the Software comply with the terms and conditions of the Agreement, (ii) promptly notify Accruent of any actual or suspected violation thereof and (iii) cooperate with Accruent with respect to investigation and enforcement of the Agreement.
7. **PRIVACY.** Client represents and warrants that, before providing personal information to Accruent or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining consent from third parties to allow sharing of their personal information with Accruent under the Agreement, as further set forth in Exhibit G. Accruent will take reasonable measures to protect the security of such personal information transferred by Client to Accruent. Accruent is not a creator, user, or recipient of individually identifiable health information or of any other information that qualifies as "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and therefore is not a "business associate" under HIPAA. Neither party to this Agreement contemplates or intends that Accruent will be exposed to any Protected Health Information in connection with any of the services or goods to be provided hereunder.
8. **CLIENT DATA.**
- 8.1. **Client Data.** Client retains sole and exclusive ownership to any and all Client Data, and Client shall be responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.
- 8.2. **Copy of Client Data.** Upon termination of the applicable SaaS Service, Software, or applicable license (as set forth in an Exhibit), and no longer than 30 days following termination of the Agreement, Client may request in writing a copy of Client Data in a format mutually acceptable to the parties ("**Exported Copy**"). Provided Client is not in breach of any of its obligations under the Agreement, and upon Client's written request (of which a then-current fee schedule will be provided upon request), Accruent will provide such Exported Copy. For the avoidance of doubt, Client will have full access to its Client Data throughout the Term; the Exported Copy is applicable only when Client

requests that Accruent provide Client Data in a certain format. Client acknowledges and agrees that Accruent shall have no obligation to maintain Client Data after 30 days from termination.

9. **INDEMNIFICATION.**

9.1. **Accruent Indemnification.** Accruent will indemnify, or hold harmless the Client from any action, suit or proceeding brought against Client by a third party alleging that the SaaS Services used in accordance with this Agreement infringe a third party's intellectual property right ("**Claim**") and Accruent will indemnify Client against all damages and costs finally awarded, or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) gives prompt written notice of the Claim to Accruent; (ii) gives Accruent control of the defense and settlement of the Claim (provided that Accruent may not settle any Claim against Client unless it unconditionally releases Client of all liability); and (iii) provides Accruent, at Accruent's expense, with all reasonable information and assistance relating to the Claim and reasonably cooperates with Accruent and its counsel. Accruent has no obligation to the extent any Claim results from: (1) Partner Software, (2) the combination, operation, or use of the SaaS Services with software or data not provided or approved by Accruent, or (3) Client's breach of this Agreement. If it is adjudicated that an infringement of the SaaS Services, by itself and used in accordance with the Agreement, infringes upon any third party intellectual property right, Accruent shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) terminate the affected SaaS Service and Client's rights thereto and provide Client a refund of the pre-paid but unused portion of the SaaS Service fees paid to Accruent for the affected SaaS Service. THIS SECTION STATES ACCRUENT'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

9.2. **Client Indemnification.** Client will indemnify, defend, or hold harmless Accruent from any action, suit, or proceeding brought against Accruent by a third party alleging that the Client Data, or Client's use of the SaaS Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, and Client will indemnify Accruent against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such claim, provided that Accruent: (i) provides prompt written notice of the claim to Client; (ii) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle any claim unless it unconditionally releases Accruent of all liability); and (iii) provides Client, at Client's expense, with all reasonable information and assistance relating to the claim and reasonably cooperates with Client and its counsel. THIS SECTION STATES CLIENT'S ENTIRE OBLIGATION TO ACCRUENT AND ACCRUENT'S SOLE REMEDY FOR ANY CLAIM FOR INDEMNIFICATION.

10. **WARRANTIES.**

10.1. **Warranties.** For 90 days following the acceptance of Accruent Software, Accruent warrants that (i) the Accruent Software will perform materially in conformance with the applicable Documentation and this Agreement; and (ii) the functionality and security of the Accruent Software will not materially decrease.

10.2. **Remedies.** If the services are not performed consistent with the warranty set out in Section 10.1(i) above, Client shall promptly notify Accruent in writing of such claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by Accruent to be

Accruent's responsibility, Accruent shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected services; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Accruent, then Accruent or Client may terminate the affected service, and Client will be entitled to a refund of the pre-paid but unused portion of the fees paid for the affected service. The preceding warranty cure shall constitute Accruent's entire liability and Client's exclusive remedy for breach of the warranty set forth herein. If Client elects not to terminate the applicable service, Client waives all rights for the applicable warranty cure set forth herein. If the SaaS Services are not performed consistent with the warranty set out in Sections 10.1(ii) above, Client shall be entitled to the remedies set out in Sections 12.2 (Termination) and 12.3 (Termination Refund or Payment Obligations).

- 10.3. **Exclusions.** Accruent is not responsible for any claimed breach of any warranty set forth in section 10.1 caused by: (i) modifications made to the services by anyone other than Accruent or its Partners; (ii) the combination, operation, or use of the services with any items not certified or approved by Accruent; (iii) Accruent's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connectivity, (v) Client deviating from the services operating procedures described in the Documentation, or (vi) Partner Software, which is pursuant to the original licensor's warranty, if any.
- 10.4. **Partner Software.** Client acknowledges that certain SaaS Services may contain Partner Software, and Accruent may add and/or substitute functionally equivalent products for any Partner Software in the event of product unavailability, end-of-life, or changes to software requirements. Accruent makes no warranty with respect to any Partner Software.
- 10.5. **Disclaimer.** EXCEPT AS SET FORTH ABOVE, ACCRUENT, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, AND ACCRUENT, ITS LICENSORS, AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR PARTNER SOFTWARE WILL BE ACCURATE, RELIABLE, AND ERROR-FREE, AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE, GUIDANCE, STATEMENT, OR INFORMATION GIVEN BY ACCRUENT, ITS AFFILIATES, CONTRACTORS, OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.
- 10.6. NOTHING CONTAINED IN THIS SECTION (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

## 11. **LIMITATION OF LIABILITY**

- 11.1. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY TO THE OTHER FOR ANY CLAIM UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT'S OBLIGATIONS TO PAY ACCRUENT ANY AMOUNTS SET FORTH UNDER SECTION 4. FINANCIAL TERMS.

- 11.2. **Exclusion of Indirect and Consequential Damages.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), COST OF REPLACEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 11.3. **Time to Bring Action.** EXCEPT FOR NON-PAYMENT OF ANY FEES DUE TO ACCRUENT, NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF: (i) ONE YEAR, OR (ii) THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.
- 11.4. **Damages Prohibited by Law.** NOTHING CONTAINED IN THIS SECTION SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.
- 11.5. **Survival.** THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

## 12. **TERM AND TERMINATION**

- 12.1. **Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Documents, unless otherwise terminated earlier as provided hereunder.
- 12.2. **Termination.** Either party may terminate the Agreement, including all Order Documents, immediately upon written notice in the event: (i) that the other party commits a non-remediable, material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the noticing party within 30 days of being notified in writing of such breach; or (ii) of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the legal insolvency of, making of an assignment for the benefit of creditors of, the admittance of any involuntary debts as they mature by, or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, either terminate the Agreement in whole or terminate only the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under the terms of this Agreement. Upon expiration or termination of this Agreement by Accruent or Client, Client shall promptly cease all use of the Software and shall either securely destroy or securely transfer, at Accruent's sole discretion, all Software, and securely delete existing copies (unless storage of any data is required by applicable law, and if so Client shall notify Accruent of such requirement).
- 12.3. **Termination Refund or Payment Obligations.** In the event Client terminates this Agreement pursuant to Section 12.2, Accruent shall refund all pre-paid but unused Software fees to Client. Termination of this Agreement by Accruent pursuant to Section 12.2 shall not excuse Client's obligation to pay in full any and all amounts due and owing, nor shall such termination result in a refund of Fees paid.

12.4. **Survival.** The following provisions will survive any termination or expiration of the Agreement: Sections 1, 3, 4, 5, 6, 8.2, 9, 11, 12.3 12.4, and 13.

13. **GENERAL PROVISIONS**

13.1. **Assignment.** In the event of a Change of Control, either party may assign this Agreement in its entirety (including all Order Documents) to its parent company or other affiliated company only with the other party's prior written consent (which shall not be unreasonably withheld). In the event of an assignment due to a Change of Control, Accruent will have the right to: (i) adjust the costs set forth in the Agreement in order to reflect any change to the Software and/or services; and (ii) invoice additional Fees for the transition of Software and/or services to the new Client party.

13.2. **Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007)".

13.3. **Export.** Client shall fully comply with all relevant and applicable export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition, or restriction, and (ii) no Software is accessed or used in violation of any United States law, export embargo, prohibition, or restriction.

13.4. **Equal Opportunity Employer.** Accruent's employment decisions are not based on an employee's race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental, or sensory disability, HIV status, sexual orientation, gender identity and/or marital, civil union, or domestic partnership status, past or present military service, medical or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.

13.5. **Notices.** Any notice sent pursuant to this Agreement shall be delivered (i) by hand, overnight courier, or registered mail, return receipt requested, to the address of the parties set forth in the Agreement, or to such other address of the parties designated in writing in accordance with this subsection, (ii) by e-mail to [legal@accruent.com](mailto:legal@accruent.com), or (iii) by facsimile.

13.6. **Relationship.** This Agreement does not and is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

13.7. **Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

13.8. **No Waiver.** Any waiver of the provisions of this Agreement, or of a party's rights or remedies under the Agreement, must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the

parties of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder. The rights and remedies provided under this Agreement are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

- 13.9. **No Third Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors, permitted assigns, and does not confer any rights or benefits on any third party, including any employee, client, or employee of a client or a party.
- 13.10. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with Federal law. The parties agree that this contract is not a contract for the sale of goods, and shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code or the Uniform Computer Information Technology Act, or any references to the United National Convention on Contracts for the International Sale of Goods.
- 13.11. **Insurance.** Accruent and each of its subsidiaries are insured by insurers of recognized financial responsibility against losses and risks in amounts that Accruent's management believes to be prudent and customary in the businesses and industries in which they are engaged. Neither Accruent nor its subsidiaries has been denied insurance coverage and neither Accruent nor its subsidiaries has any reason to believe that it will be unable to: (i) renew its existing insurance coverage when such coverage expires, or (ii) obtain similar coverage as may be necessary to continue its business and not adversely affect the condition, earnings, business, or operations of Accruent and its subsidiaries. Relevant insurance coverage information will be provided to Client through the Due Diligence Package (defined below).
- 13.12. **Due Diligence Package.** Upon request, but no more than once per year, Accruent shall provide to Client a package with information relevant to the services being licensed and/or purchased, including compliance reports, audit reports, certification reports, standard insurance certificates, and relevant Accruent policies ("**Due Diligence Package**"). The Due Diligence Package is Accruent's Confidential Information.

**EXHIBIT A****SaaS-Specific Terms and Conditions**

1. **SaaS SERVICES LICENSE.** Subject to the terms of this Agreement, Accruent grants to Client and its Affiliates, for the Term of this Agreement, the non-exclusive, non-assignable, royalty-free, and worldwide right to access and use the SaaS Services for Client's internal business purposes. Purchased SaaS Services may be accessed by Client and used to manage the License Metrics specified in the Order Document. Client may purchase additional License Metrics, subject to an additional Order Document at the then-current price in effect, prorated for the remainder of the then-current Term. The term of the added License Metrics will be concurrent with the Agreement Term. Fees are based on SaaS Services and License Metrics purchased, and not actual usage.
  - 1.1. **SaaS Environment.** Client is responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's internet access.
  - 1.2. **Support Services.** Accruent will provide to Client the Support services applicable to each SaaS Service purchased.
  - 1.3. **Backups and Restoration Services.** Provided Client is not otherwise in breach of the Agreement, and upon written request (for which a then-current fee schedule will be provided upon request), Accruent will perform database restoration services.
  - 1.4. **Data Extract.** Client may request a one-time extract of the data stored in the Accruent application. Accruent will provide data, in a format defined by Accruent, at a fee not to exceed 50% of the annual subscription fee. The provided data will be made available to Client for up to thirty (30) calendar days. Specific filtering, formatting or alteration requests will be scoped as a billable service at then current rates.
  - 1.5. **Passwords; Security.** Client and its users are in control of the creation and dissemination of passwords. As such, Client will be responsible for (i) maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user, and (ii) any and all activities that occur under Client's account. Client agrees to immediately notify Accruent of any unauthorized use of Client's account or any other breach of security known to Client. Accruent shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. Accruent will maintain Client passwords as confidential and will not disclose them to third parties.
2. **SECURITY.**
  - 2.1. **Data Location.** Accruent will maintain the SaaS Services either at an Accruent location or through a reputable Partner, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include, but not be limited to, procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data. Notwithstanding such security precautions, and in no way diminishing or revoking Accruent's security obligations herein, Client acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.
  - 2.2. **Disaster Recovery.** Accruent's disaster recovery service ("**Disaster Recovery Plan**") is included in Client's Fees. In the event a disaster is declared, Accruent will initiate the Disaster Recovery Plan and shall use commercially reasonable efforts to resume access to Client's environment at Accruent's alternate data center facility in accordance with Accruent's recovery time objectives.

- 2.3. **Data Breach.** Upon becoming aware of or suspecting a breach or potential breach of Client Data, including but not limited to unauthorized or unlawful processing of, disclosure of, access to, destruction of, loss of, alteration to, or corruption of Client Data (“**Data Breach**”), Client must immediately notify Accruent in writing. Client’s notification must include any relevant information relating to the Data Breach. Such information may include, but is not limited to, the nature of the Data Breach, the nature of the Client Data affected, the categories and number of users concerned, the number of Client Data records concerned, measures taken to address the Data Breach and the possible consequences and adverse effect of the Data Breach. To the extent possible, Client must maintain a log of the Data Breach, including facts, effects, and remedial action taken. Upon becoming aware of a Data Breach, Accruent must notify Client in writing within 72 hours following the discovery of the Data Breach. In the event that such Data Breach is determined by Accruent to be Accruent’s responsibility, it will, at its own cost, take all steps to restore, re-constitute, or reconstruct any Client Data which is lost, damaged, destroyed, altered, or corrupted as a result of a Data Breach, with as much urgency as Accruent would perform if it were its own data, and shall provide Client with all reasonable assistance in respect of any such Data Breach.
3. **ACCEPTABLE USE.** Client acknowledges and agrees that Accruent does not monitor or police the content of Client’s or its users’ communications or data transmitted through the SaaS Services, and that Accruent shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS Services exclusively as authorized in this Agreement and pursuant to all applicable laws and regulations. Client agrees not to post or upload any content or data which (i) contains Malicious Code; (ii) violates the rights of others, such as data which infringes on any intellectual property rights, or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law or regulation. Client further agrees not to interfere or disrupt networks connected to the SaaS Services, not to interfere with another entity’s use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. Accruent may remove any violating content posted on the SaaS Services and/or training services or transmitted through the SaaS Services, without notice to Client. Upon notice provided to Client, Accruent may suspend or terminate any user’s access to the SaaS Services in the event that Accruent reasonably determines that such user has violated the terms and conditions of this Agreement.
4. **TERM.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth therein (“**Initial Term**”). Following the end of the Initial Term, SaaS Services shall terminate automatically, unless the parties agree in writing to a new term. Following termination of the SaaS Services, Client’s use of the SaaS Services will be suspended, and Accruent will not be held liable for any damages or claims arising out of such termination.

**\*\*\* END OF EXHIBIT A \*\*\***

**EXHIBIT B**  
**Perpetual License**

1. **LICENSE GRANT – PERPETUAL LICENSE.** Subject to the terms and conditions of this Agreement and any applicable Order Document, including without limitation the restrictions set forth in Section 6 of the Agreement, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable and perpetual (subject to Accruent’s termination rights as set forth in the Agreement) license to (i) install, run and use the Software listed in the Order Document, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.
  - 1.1. **Copies.** Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes, and may retain such copies for the Term of this Exhibit. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing, upon request, of such number and locations.
2. **MAINTENANCE**
  - 2.1. Accruent will provide Maintenance services to Client during the Term. Accruent is under no obligation to provide Support with respect to: (i) Software that has been altered or modified (ii) software that has been implemented or installed by anyone other than Accruent or its licensors; (iii) a release for which Maintenance has been discontinued; (iv) Software used other than in accordance with the Documentation or the Agreement; (v) discrepancies that do not significantly impair or affect the operation of the Software; or (vi) any systems or programs not supplied by Accruent. If an error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such errors in prior versions of the Software.
  - 2.2. Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Partner Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Support from the applicable Partner.
  - 2.3. If ordered, Maintenance must be ordered for all License Metrics utilized by Client.
  - 2.4. Fees for Maintenance do not include implementation, training, and other Professional Services, such as project management, conversion, report writing, and external systems interface development.
  - 2.5. It is Client’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in (i) increased service call fees, if such service calls are deemed by Accruent to be excessive as a result of insufficient training, at Accruent’s discretion; (ii) extension of any launch dates or timelines; or (iii) delay in the performance of Accruent’s obligations set forth herein.
  - 2.6. Client shall ensure that Accruent’s assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance or Support purposes. **“System”** means the total complement of Software furnished and maintained by Accruent.

- 2.7. Maintenance and Support starts on the date specified in the applicable Order Document and continues through the expiration of the term set forth in the Order Document (“**Initial Term**”). Following the end of the Initial Term, Maintenance and Support shall terminate automatically, unless the parties agree in writing to a new term. In the event that the Agreement is terminated in whole, any licenses in Client’s possession and control are thereby forfeited. Following termination of Maintenance and Support, Client’s use of Maintenance and Support will be suspended, and Accruent will not be held liable for any damages or claims arising out of such termination.
3. **Hosting of Perpetual License.** Should parties elect for Accruent to host the aforementioned license, then Exhibit D applies, and the term of hosting will be the same as term described in 2.6. Any associated costs with the implementation of hosting the licenses the parties will agree to in a SOW.

**\*\*\* END OF EXHIBIT B \*\*\***

**EXHIBIT C**  
**Term License**

1. **LICENSE GRANT – TERM LICENSE.** Subject to the terms and conditions of this Agreement and any applicable Order Document, including without limitation the restrictions set forth in Section 6 of the Agreement, Accruent hereby grants to Client a limited, non-exclusive, personal, non-transferable license to, during the Term (i) install, run and use the Software listed in the Order Document, solely for Client’s own business operations and solely as enabled by the license keys, and (ii) use the Documentation in connection with such use of the Software. The Software may be accessed by or used to manage no more than the number of License Metrics specified in the Order Document. Additional License Metrics may be purchased under an additional Order Document at the pricing in effect at the time the additional License Metrics are purchased. Fees are based on License Metrics purchased and not actual usage.
  - 1.1. **Copies.** Client may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes and may retain such copies for the Term of this Exhibit. All Intellectual Property rights notices must be reproduced and included on such copies. Client shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform Accruent in writing, upon request, of such number and locations.
  
2. **MAINTENANCE**
  - 2.1. Accruent will provide Maintenance services to Client during the Term. Accruent is under no obligation to provide Maintenance with respect to: (i) Software that has been altered or modified; (ii) Software that has been implemented or installed by anyone other than Accruent or its licensors; (iii) a release for which Maintenance has been discontinued; (iv) Software used other than in accordance with the Documentation or the Agreement; (v) discrepancies that do not significantly impair or affect the operation of the Software; or (vi) any systems or programs not supplied by Accruent. If an error was corrected or is not present in a more current version of the Software, Accruent shall have no obligation to correct such errors in prior versions of the Software.
  - 2.2. Maintenance is provided for all Software, unless otherwise noted in the Order Document, provided however that with respect to Partner Software, Accruent’s obligation is limited to using commercially reasonable efforts to obtain Maintenance from the applicable Partner.
  - 2.3. If ordered, Maintenance must be ordered for all License Metrics utilized by Client.
  - 2.4. Fees for Maintenance do not include implementation, training, and other Professional Services, such as project management, conversion, report writing, and external systems interface development.
  - 2.5. It is Client’s responsibility to ensure that all appropriate users receive initial training services sufficient to enable Client to effectively use the Software. Failure to do so could result in (i) increased service call fees, if such service calls are deemed by Accruent to be excessive as a result of insufficient training, at Accruent’s discretion; (ii) extension of any launch dates or timelines; or (iii) delay in the performance of Accruent’s obligations set forth herein.
  - 2.6. Client shall ensure that Accruent’s assigned technical personnel are able to access the System remotely. Client shall be responsible for providing access through any security measures it deems necessary. Accruent alone shall decide whether access to the System is sufficient for Maintenance purposes. “**System**” means the Software furnished and maintained by Accruent.
  - 2.7. Maintenance and Support starts on the date specified in the applicable Order Document and continues through the expiration of the term set forth in the Order Document (“**Initial Term**”).

Following the end of the Initial Term, Maintenance and Support shall terminate automatically , unless the parties agree in writing to a new term.

3. **Hosting of Term License.** Should parties elect for Accruent to host the aforementioned license, then Exhibit D applies, and the term of hosting will be the same as term described in 2.6. Any associated costs with the implementation of hosting the licenses the parties will agree to in a SOW.

**\*\*\* END OF EXHIBIT C \*\*\***

**EXHIBIT D**  
**Service Level Attachment**

Accruent Support (“**Support**”) remotely assists Client with issues during standard business hours and via email, phone support, and its online ticketing system called Accruent Customer Communities. Support is only provided in English. Designated Support Contacts (defined below) are provided support for Incidents in the current and Supported Accruent Releases that run unaltered on designated supported database products, office suite products, web browsers, and/or operating systems, as set forth in Documentation. Accruent is only obligated to provide support for the software as it was delivered by Accruent and will not provide support for any Software that has been altered or modified by any party other than Accruent or its Partners.

1. **DEFINITIONS**

- 1.1. “**After-Hours**” processes ensure that, in the case of High Severity Incidents that occur outside of Business Hours, Accruent is addressing critical system issues. For verified High Severity Incidents, Support will begin Incident remediation.
- 1.2. “**Business Hours**” Accruent’s U.S. Support Hours are Monday through Friday, 7 AM – 7 PM (Central Times), except for Holidays.
- 1.3. “**Designated Support Contacts**” are members of Client’s organization that are the primary liaisons between the Client and Support, and that have been qualified by Accruent. The Designated Support Contact is the Client’s users’ first level of support who logs Client’s internal support requests, and in the event of a technical problem, acts as the sole point of contact for Support. Client understands and acknowledges that if Designated Support Contacts are unavailable, this may adversely affect Accruent’s ability to resolve Incidents. If an Incident case lacks the necessary product or technical knowledge to assist Support in Incident resolution, Support may refer to another member of Client’s organization who has a more detailed understanding of the Incident. Accruent provides direct support for up to 5 Designated Support Contacts per Client, and additional Designated Support Contacts may be purchased separately.
- 1.4. “**Downtime**” shall mean: (a) planned weekly downtime, for which Accruent will provide notice in advance and will, to the extent reasonably practicable, schedule on Friday 9 PM - Saturday 2 AM (Central Time); (b) emergency downtime (of which Accruent shall provide 24 hours advance notice, and which will not last more than one hour), which will not last for more than one hour; (c) any unavailability caused by circumstances beyond Accruent’s reasonable control and without any negligence on its part, including without limitation, any Force Majeure Event; (d) any errors that result from Client’s improper use of the Services, or (e) problems caused by Client Data, Client’s power supply, hardware, database, network, web servers, operation, or other environmental factors of Client not within the direct control of Accruent.
- 1.5. “**High Severity**” issues are verified by Support as Severity 1 or 2 Incidents, in accordance with Accruent’s Severity Level classifications. In the case of a High Severity Incident, Client must call Support immediately, in order for Support to confirm the impact and severity of the Incident, regardless of Business Hours or Holidays. Incident Response Times do not begin until Support receives a phone call from Client, which ensures immediate response and engagement of After-Hours processes. Non-High Severity Incidents will be addressed during Business Hours.

- 1.6. **“Holidays”** are days that the Accruent offices are not open for normal business operations. The holidays which Accruent observes are as follows: New Year’s Day (January 1), President’s Day (Third Monday in February), Spring Holiday (Friday before Easter), Memorial Day (Last Monday in May), Independence Day (July 4), Labor Day (First Monday in September), Thanksgiving (Fourth Thursday and Friday in November), Christmas Eve (December 24), and Christmas Day (December 25).
  - 1.7. **“Incident”** refers to an event requiring Client to contact Support. An Incident may describe an issue which causes, or may cause, interruption to, or a reduction in, the quality of the SaaS Services, including problems with or defects in the Software, data related to the SaaS Services, or troubleshooting requests.
  - 1.8. **“Response Time”** is the amount of time for Support to acknowledge requests, assuming there are no issues with account standing. Response Times are not a resolution goal and should not be interpreted as a guarantee of service.
  - 1.9. **“Service Credit”** shall mean the average daily subscription fee, calculated by dividing the annual subscription fee for the applicable SaaS Service by 365.
  - 1.10. **“Severity”** is a level for each case that is assigned solely by Accruent and is based on the possible risk or effect of an Incident on Client’s business operations. Severity shall be classified by Accruent in accordance with Accruent’s Severity Level classifications noted herein.
  - 1.11. **“Supported Accruent Release”** consists of the current Generally Available (GA) software product offered by Accruent and includes up to 2 major releases from the current GA software product. Any Incidents that occur on Software that is older than Supported Accruent Releases are subject to best effort support when a Supported Accruent Release provides resolution, and Accruent is under no obligation to provide extended support or further development for such Incidents. If Client requires additional support for unsupported Accruent releases, Support may refer Client to Professional Services, which are subject to additional fees.
2. **CLIENT TRAINING.** Client is responsible for ensuring that all of its appropriate users receive initial training services sufficient to enable Client to effectively use the Software (i.e. attending all relevant training sessions, etc.). Failure to do so could result in (i) at Accruent’s discretion, increased service call fees, if such service calls are deemed excessive as a result of such insufficient training on the part of Client or its users; (ii) extension of any launch dates or timelines; or (iii) delay in the performance of Accruent’s obligations set forth herein.
  3. **ACCRUENT SEVERITY DEFINITIONS – INCIDENT RESPONSE TIMES.** Clients must report Incidents to Support for SaaS Services via either Accruent Customer Communities or email case creation. Once a case is reported into Accruent Customer Communities, Accruent begins measuring Response Time. For High Severity (Severity 1 or 2) Incidents, the Client must call Support immediately so that the process of verifying the Incident can begin. Response Time for Severity 1 or 2 Incidents begins upon the call made to Support.

Severity Level	Description	Target Response Time
1	A critical Incident that results in a complete system outage or major application failure and prevents Client from performing critical business functions that have immediate impacts to finances or data integrity. There is no workaround available.	1 hour
2	A serious Incident that prevents the execution of a critical business function, causing disruption of a major business function. It is causing serious impact on daily functions or processing and there is no acceptable workaround.	4 hours
3	An Incident that does not prevent the execution of a critical business function and does not impact data integrity. The problem may be reasonably circumvented using an available workaround.	2 business days
4	An inquiry and/or low-impact process issue. Examples include cosmetic defects on screens, errors in documentation, or an enhancement request.	3 business days

Number of Missed Severity 1 and 2 Target Response Times during a Calendar Month	Number of Service Credits
0-1†	0
2-4	5
5-7	8
Over 8	12

† A single miss of target SLA that occurs for two (2) consecutive months shall grant Client 3 service credits.

4. **SERVICE LEVELS – SERVICE AVAILABILITY (SPECIFIC TO HOSTED ENVIRONMENT).** The SaaS Service is expected to be available twenty-four (24) hours per day, seven (7) days per week (excluding Downtime). In the event Accruent fails to meet an average of 98.5% availability during a particular calendar month (excluding Downtime), Accruent will, as Client’s sole and exclusive remedy, credit to Client’s account one Service Credit for each percentage point below 98.5% availability (excluding Downtime) during such calendar month. Client acknowledges that Accruent does not control the transfer of data over telecommunications facilities, including the Internet. Accruent does not warrant secure operation of the SaaS Services or that it will be able to prevent third party disruptions of such Services. Client acknowledges further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Accruent is not responsible for any delays, delivery failures, or other damage resulting from such problems.

5. **GENERAL.** Accruent will monitor the availability of the SaaS Service and Response Times for reported Incidents, and any applicable Service Credits will be credited to Client on the following year's invoice. Client acknowledges and agrees that the allocation of Service Credits shall not result in any refund of Fees, except at the end of the Term or the applicable Renewal Term.

**\*\*\* END OF EXHIBIT D \*\*\***

**EXHIBIT E**  
**Data Access and Rights**

1. **COLLECTION AND OWNERSHIP.** Client acknowledges that data regarding its use of the Software (“Usage Data”) may be collected from one or more sensors, Internet of Things (IoT) devices, or other data gathering equipment installed or located on Client’s premises (collectively “Devices”), including location(s) owned, occupied, or otherwise under control of Client. If Client has ownership rights to one or more of the Devices, Client owns and retains full access and rights to the Usage Data, or if resold by a field service provider the end user acquires full access and rights as a licensor (and be classified as “Licensor” herein). If Accruent owns one or more of the Devices, notwithstanding the Devices being located on Client’s premises, Accruent shall own and retain full access and rights to the Usage Data.
2. **USE AND ACCESS.** Each of the parties shall have access to the other party’s Usage Data. However, for avoidance of doubt, Accruent may not, either directly or indirectly, sell or share Accruent-owned Usage Data with any third parties without the prior express written consent of Client. Client may sell or share Client-owned Usage Data to third parties without the consent of Accruent. Unless mutually agreed upon by the parties, in no event may a party sell or share data owned by the other party to or with any third-party. Accruent’s use of the Usage Data shall primarily be for purposes of improving the Services.
3. **LICENSE GRANT.** Client grants to Accruent a non-exclusive, royalty free license, to use any data and information that Client provides, generates, transfers, or makes available to Accruent for purposes of performing its obligations under the Agreement, as well as to generate Resultant Data for product improvement, product development, marketing, and other business purposes.
4. **RESULTANT DATA.** Client hereby agrees that Accruent and its successors and assigns may collect, use, publish, disseminate, sell, transfer, and otherwise exploit the collected Usage Data only if such data (i) has been anonymized by Accruent or its designee; or (ii) aggregated with Usage Data from other Clients. For the avoidance of doubt, such anonymized and aggregated Usage Data will be considered a part of Resultant Data as set forth in the Agreement. Resultant Data is used by Accruent to compile statistical, performance information for creation and development of products, product improvements, product creation, and product marketing . Accruent is the sole owner of all right, title, and interest in and to Resultant Data and any conclusions, impressions, understandings, insights, process improvements, or other information derived, extracted, or otherwise obtained by Accruent from Resultant Data, and the Resultant Data shall be owned exclusively by Accruent with all rights thereto, which shall be deemed Accruent’s Intellectual Property for purposes of this Agreement.
5. **COMBINATION.** Resultant Data and data obtained from other sources may be combined (“Combined Data”) either by Accruent or by a third-party data analysis vendor and stored either at an Accruent-controlled repository or a third-party repository in any form of structured, raw, or other data format. Combined Data in any form may be used by Accruent for any lawful purpose. Accruent is the sole owner of all right, title, and interest in and to the Combined Data and any analytics generated from the Combined Data, including the right to collect, use, publish, disseminate, sell, transfer, and otherwise exploit the Combined Data and analytics, which shall be deemed Accruent’s Intellectual Property for purposes of this Agreement.

6. **TRANSPORT, SECURITY, AND STORAGE.** Except for data collected and transported directly from a sensor, Combined Data may be transported by Accruent to a remote or third-party vendor site. Accruent shall take steps to ensure transport of the data is secure, including the use of various encryption technologies and other security measures. Further security shall include maintaining adequate physical controls and password protections for any server or system on which data is stored, and any other measures reasonably necessary to prevent any use or disclosure of data other than as allowed under this Agreement.
  
7. **AFFILIATION.** Client hereby agrees that in the event Accruent is divested, sold, separated, or otherwise no longer affiliated with, or under common control of, its parent company, a copy of all data including Resultant Data shall remain with the parent company along with all the same rights, title and obligations as Accruent set forth herein.

**\*\*\* END OF EXHIBIT E \*\*\***

**EXHIBIT F****California Consumer Privacy Act Data Processing Provisions**

These CCPA Data Processing Provisions (the “**CCPA Provisions**”) set forth the terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., (“**CCPA**”) and related regulations, as may be amended from time to time. The CCPA Provisions shall only apply and bind the Parties if and to the extent Client is a Business under the CCPA. These CCPA Provisions prevail over any conflicting terms of the Agreement, but does not otherwise modify the Agreement. All capitalized terms used in these CCPA Provisions that are not otherwise defined herein or in the Agreement shall have the meanings set forth in the CCPA.

1. Accruent shall process Personal Information only as necessary for the purposes of performing the services under this Agreement on behalf of Client. Accruent shall not (i) sell any Personal Information received from Client; or (ii) retain, use, or disclose the Personal Information provided by or collected on behalf of Client for any purpose other than for the specific purpose of performing the services specified in the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the services specified in this Agreement.
2. Accruent shall not respond to any requests related to Personal Information processed on behalf of Client other than to inform the requestor that Accruent is not authorized to directly respond to a request, and recommend the requestor submit the request directly to Client.
3. Client will indemnify and hold harmless Accruent against all losses, fines, and regulatory sanctions arising from any claim by a third party (including any Governmental Authority) arising out of Client’s negligence, willful misconduct, and bad faith in connection with Client’s directions to Accruent with respect to processing Personal Information or any other failure by Client to comply with any of its obligations under the CCPA.

**\*\*\* END OF EXHIBIT F \*\*\***

**EXHIBIT G**  
**GDPR Data Protection Provisions**  
**RESERVED**

**\*\*\* END OF EXHIBIT G \*\*\***

## LICENSE AGREEMENT

License Agreement No.: \_\_\_\_\_

This License Agreement is between Changepoint Canada ULC ("Changepoint") and Licensee:

Licensee: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### 1. DEFINITIONS

The following terms shall have the meanings set forth below, unless otherwise indicated:

- (a) "Agreement" means this License Agreement, including Product Schedules and written amendments that have been signed by both parties.
- (b) "Concurrent User(s)" means the maximum number of users who are licensed to access the Software at any given time.
- (c) "Documentation" means the technical specifications contained in the user and system documentation that are made generally available to Changepoint's licensees.
- (d) "Licensed Computer(s)" means the designated processing unit(s) owned or leased by Licensee, upon which the Software is licensed to operate.
- (e) "Licensed Location(s)" means the physical location(s) at which the Software is licensed to operate, as set forth on the Product Schedule.
- (f) "Named Users" means the maximum number of identified individual computers on which Users are authorized to access the Software.
- (g) "Product Schedule" means each Changepoint ordering document signed by the duly authorized representatives of both parties, which identifies the Software or services ordered by Licensee from Changepoint and which incorporates the terms and conditions of this Agreement by reference.
- (h) "Software" means the proprietary software product(s) provided in machine-readable object code form, including any related Documentation, governed under this Agreement.
- (i) "Users" means Named or Concurrent Users, as applicable.

### 2. LICENSE GRANT

- (a) Changepoint hereby grants to Licensee a non-exclusive, non-transferable, perpetual, unless otherwise noted, license to install and use the Software set forth in the applicable Product Schedule in accordance with the Documentation, solely for Licensee's own internal business operations, and in accordance with the scope and type of use set forth in such Product Schedule. Licensee's use rights in Software shall include any Licensee subsidiary which is greater than fifty (50%) percent owned by Licensee provided such subsidiary agrees to comply with the terms and conditions of this Agreement.
- (b) The Software may be used only by Licensee, for the benefit of Licensee, to process Licensee's own data for Licensee's own internal operations. The Software may also be used by Licensee contractors under obligation of non-disclosure solely for the benefit of Licensee. Licensee shall ensure that each person authorized to use the Software under the terms of this Agreement is informed of and agrees to conform to the obligations of the Licensee hereunder. Licensee may not use the Software to offer data processing services to third parties, including but not limited to outsourcing or service bureau use. Licensee may not use the Software in contravention of any applicable laws or government regulations.

- (c) Licensee may use the Software temporarily on an alternate processing unit other than the Licensed Computer for a reasonably necessary period while the Licensed Computer is inoperable due to a disaster. Any other use on an alternate processing unit requires Changepoint's prior written approval.

### 3. PAYMENTS

Licensee shall pay Changepoint the amounts set forth on any invoice resulting from this Agreement within thirty (30) days of the date of the invoice. Changepoint may impose a late payment charge equal to the lesser of 1 ½% per month or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth on a purchase order or invoice.

### 4. TITLE, PROPRIETARY RIGHTS

- (a) Title and full ownership rights to the Software and all intellectual property rights therein including patent, copyright, trademark and trade secret rights shall remain with Changepoint. Changepoint reserves all rights granted to it under copyright, patent and other intellectual property laws.
- (b) Licensee shall not sublicense, distribute, modify, create derivative works or of reverse engineer the Software. Licensee shall not make copies or reproductions of the Software, except for copies solely for internal archive and backup purposes. Such copies shall display all Changepoint legends and notices. At Changepoint's request, not to exceed more than once per calendar year, Licensee shall certify in writing that the Software is being used in compliance with this Agreement. If Licensee's use of the Software is found to be greater than contracted for, Licensee will be invoiced for the additional licenses and the unpaid license fees shall be payable in accordance with this Agreement.

### 5. TAXES AND DUTIES

Licensee shall be responsible for taxes levied on any transaction under this Agreement, including but not limited to all federal, state, and local taxes, levies and assessments, excluding any tax based on Changepoint's income.

### 6. ASSIGNMENT

Licensee shall not assign or transfer this Agreement, the use of the Software or its rights or obligations under this Agreement without the prior written consent of Changepoint.

### 7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- (a) In the event an intellectual property right claim is brought against Licensee for use of the Software, Changepoint agrees to indemnify Licensee, provided Licensee (i) gives Changepoint prompt written notice of such claim, (ii) permits Changepoint to solely defend and/or settle the claim, and (iii) provides reasonable assistance in defending and/or settling the claim. In the defense or settlement of such claim, Changepoint may, at its option (i) obtain for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it avoids such claim, or if such remedies are not reasonably available, (iii) accept the return of the infringing Software and provide Licensee with a refund of the license fees paid for the infringing Software pro-rated equally over a sixty (60) month period from the date of delivery of the Software. Changepoint shall have no liability if the claim is based on (i) an unauthorized modification of the Software or (ii) use of the Software other than as authorized under this Agreement.

- (b) This Section 7 states the entire liability of Changepoint, and Licensee's sole and exclusive remedies, with respect to intellectual property right claims.

#### **8. LIMITED WARRANTIES AND REMEDIES**

- (a) Changepoint warrants and represents that at the time of delivery and for a period of ninety (90) days thereafter: (i) the Software will operate in substantial accordance with the Documentation, and (ii) the Software media will be free of defects in material and workmanship under normal use.

- (b) CHANGEPOINT HEREBY DISCLAIMS, ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **9. LIMITATION OF LIABILITY**

- (a) EXCEPT AS PROVIDED IN SECTION 7 OF THIS AGREEMENT, THE ENTIRE LIABILITY OF CHANGEPOINT AND LICENSEE'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF SUCH ACTION, PRO-RATED EQUALLY OVER A SIXTY (60) MONTH STRAIGHT LINE DEPRECIATION AS OF THE DATE OF DELIVERY OF THE SOFTWARE.

- (b) IN NO EVENT WILL CHANGEPOINT BE LIABLE FOR (i) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; (ii) LOSS OF OR DAMAGE TO LICENSEE'S DATA FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF CHANGEPOINT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS PROVIDED IN SECTION 7 ABOVE, IN NO EVENT WILL CHANGEPOINT BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AGAINST LICENSEE BY ANY THIRD PARTY.

#### **10. MAINTENANCE SERVICE**

- (a) Maintenance Service will be provided at no additional charge for the period, if any, stated in the applicable Product Schedule(s).

- (b) If Licensee is current in the payment of all license and Maintenance Service fees, Changepoint will make available the following Maintenance Service ("Maintenance Service"):

- (i) maintain the Software in an operable condition in substantial accordance with the then-current Documentation;
- (ii) telephone technical support;
- (iii) Changepoint-designated updates and enhancements to the Software that Changepoint generally makes available without charge to other Licensees of the Software under Maintenance Service; and
- (iv) use commercially reasonable efforts to provide correction, replacement or other services for a defect.

- (c) Maintenance Service may be automatically renewed on an annual basis unless Licensee provides written notice to Changepoint to discontinue Maintenance Service at least sixty (60) days prior to the renewal date. If Licensee discontinues Maintenance Service, and thereafter elects to reinstate Maintenance Service, Changepoint's then-current maintenance rates and terms shall apply. Changepoint reserves the right to suspend Maintenance Service if Licensee fails to pay.

#### **11. DEFAULT**

Either party may terminate the Agreement if the other fails to cure a default within thirty (30) days of written notice. Changepoint may immediately terminate the Agreement for a violation of Changepoint's intellectual property rights. Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect. Upon termination of this Agreement, Licensee shall immediately either destroy or return the Software to Changepoint and certify in writing to Changepoint that all copies of the Software are no longer in use.

#### **12. CONFIDENTIALITY**

- (a) Each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include all information which, to a reasonable person, is of a confidential or proprietary nature. A party will not disclose the other party's Confidential Information to any third party without the prior written consent of the other party, nor make use of any of the other party's Confidential Information except in its performance under this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the Software and the terms and pricing of this Agreement are the Confidential Information of Changepoint. Licensee will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Software. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

- (b) Information will not be deemed Confidential Information hereunder if such information: (a) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (b) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (d) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

#### **13. NOTICES**

Any demand, notice, consent, or other communication required by this Agreement must be given in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by internationally recognized overnight courier service to the addresses specified on the applicable ordering document (Product Schedule, quote or purchase order).

#### **14. GOVERNING LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario. Enforcement of this Agreement or any provision herein will be brought exclusively in the state or federal courts located in the Province of Ontario and the parties agree to submit to the jurisdiction thereof.

#### **15. EXPORT CONTROLS**

Licensee acknowledges that this Software is subject to the U.S. Export Administration Regulations (the "EAR") and Licensee will comply with the EAR. Licensee shall not export or re-export this Software, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who Licensee knows or has reason to know will utilize them in the design,

development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. In addition, Licensee is responsible for complying with any applicable local laws regarding export or use of this Software.

**16. UNITED STATES GOVERNMENT RIGHTS**

The Software is a "Commercial Item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), and is comprised of "commercial computer software" and "commercial computer software documentation". If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data), as well as Part 27.405(b)(2) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under this License. Any restrictive markings or legends on the software shall not be removed by any party.

**17. ENABLEMENT ASSISTANCE**

Changepoint retains full rights of ownership and use in: 1) any programs, products or methodologies of Changepoint created by Changepoint prior to or independently of the services contemplated herein ("Pre-existing Works"); and 2) all programs, products, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how, which may be created or developed in connection with the services and are modifications and/or derivatives of Changepoint's Pre-existing Works. Licensee must schedule any enablement assistance included on a Product Schedule within twelve (12) months of the order date or will forfeit the right to those services without refund. During the term of enablement assistance and for 12 months thereafter, both parties agree not to solicit or retain any employee of the other party who was engaged with or interacted with the other party pursuant to the enablement assistance. The foregoing provision will not prohibit: i) general solicitations of

employment in any public media; and ii) any individual responses or hiring decisions thereto.

**18. EVALUATION COPY**

This section shall only apply if the Software has been provided for Licensee's evaluation of the Software ("Evaluation Copy"). An Evaluation Copy is deemed to be Software subject to all restrictions hereunder with the added restrictions that any such Software shall be considered to be provided for evaluation purposes only, shall not be put into productive use, and shall not be included as part of Licensee's business processes in any manner, unless and until such software programs are licensed and paid for by Licensee. The Evaluation Copy is provided AS IS, with no warranties, express or implied, for the sole and exclusive purpose of enabling Licensee to evaluate the Software. The Evaluation Copy will automatically time-out at the end of the evaluation period. If Licensee elects to continue to use the Software at the end of the evaluation period, Licensee must contact a Changepoint representative.

**19. ENTIRE AGREEMENT**

This Agreement is the complete statement of the understanding between the parties, and supersedes all prior proposals and other communications between the parties. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. In the event that any provision of this Agreement shall be declared invalid, the entire Agreement shall not fail on its account, and that provision shall be severed, with the balance of this Agreement continuing in full force and effect. The terms and conditions contained in any purchase order issued by Licensee shall be of no force or effect, even if the order is accepted by Changepoint. This Agreement shall supersede all terms of any unsigned, shrink-wrap or click-wrap license included in any package, media or electronic version of the software and any such software shall be licensed under the terms of this Agreement. In the event of a conflict in terms among the Agreement and a Product Schedule, the Product Schedule shall control. Licensee is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Changepoint and Licensee. Certain Software contains product security measures which may include password protection, anti-copying subroutines or other security measures designed to restrict the installation and/or usage of the Software to the licensed configuration.

**Agreed By Changepoint Canada ULC:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Agreed By LICENSEE:**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## CHANGEPOINT HOSTED SUBSCRIPTION AGREEMENT

This Changepoint Hosted Subscription Agreement (“**Agreement**”) is entered into by and between Changepoint (Canada) ULC, a Delaware limited liability company with its principal place of business at the address identified above (“**Changepoint**”), and {Customer Name} (“**Customer**”), a {State of Incorporation} {Company Type}, with its principal place of business at the address identified below. This Agreement (which includes the attached Changepoint Terms and Conditions and associated attachments and exhibits) sets forth the terms and conditions under which Changepoint agrees to provide, and Customer agrees to obtain, access to the Changepoint technologies, online services and database described herein.

**1. CONSTRUCTION.** Capitalized terms (whether in the singular or plural) shall have the meanings assigned in the text of this Agreement, including the initial order set forth in Exhibit B (the “**Order**”), and its exhibits and addenda.

**2. SOFTWARE AS A SERVICE.**

2.1 Access. Commencing on the Effective Date of this Agreement, Changepoint shall make available to Customer the unique instance of the Changepoint software identified in the Order for use by the number of Authorized Users specified in the Order (the “**Service**”) under the terms of this Agreement. The Service, as initially made available to Customer, shall conform, in all material respects, to the Functionality Specifications in Exhibit A.

2.2 Rights to the Service. Subject to the terms and conditions of this Agreement, Changepoint hereby grants Customer a non-exclusive, non-transferable, worldwide right during the Term to access the Service and permit the number of individual users specified in the Order to use the Service solely for Customer’s own internal business purposes (“**Authorized Users**”). Unless otherwise specified, the term “quantity” as used in the Order refers to the number of Authorized Users that are permitted to access the associated product or service.

2.3 Updates. At no charge to Customer, Changepoint shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, “**Updates**”). Updates (if any) shall be subject to the same terms and conditions of this Agreement.

2.4 Restrictions and Conditions. Customer shall not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) “frame,” “mirror,” copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any Changepoint technologies, services, systems or other offerings, including data transmission,

storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Changepoint online products and services; (f) circumvent or disable any security features or functionality associated with Service; or (g) use the Service in any manner prohibited by law.

2.5 Reservation of Rights. All rights not expressly granted to Customer are reserved by Changepoint, its suppliers and licensors.

2.6 Return of Hosted Data. If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Changepoint shall make available to Customer all Customer data stored within the Service at the time of expiration or termination. Thirty (30) days after termination, Changepoint shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein. Changepoint will make transition services available to Customer at Changepoint’s then current rates for such services in order to reasonably assist Customer in transitioning its data into other proprietary formats, however Changepoint does not warrant that the data format used by Changepoint will be the same or directly interoperable with other software used by Customer.

2.7 Delivery of Service and Materials. The Service, and any updates or maintenance releases thereof, shall be made available only on a hosted basis, and will not be delivered in object code or physical media to Customer. The Service, and any deliverables provided under this Agreement will be delivered only through an electronic transfer.

**3. SERVICES.** Additional support services, including custom configuration, consulting, report development, training and system integration, may be separately purchased from Changepoint under the terms of an addendum to this Agreement. For clarity, Changepoint has no obligation to support Customer’s own technology, internal infrastructure, provide free training, or provide consulting on customer created content such as views, reports, and configurations or third party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work.

#### 4. CUSTOMER OBLIGATIONS.

4.1 Fees and Payment Terms. In consideration of the rights granted herein, Customer shall pay Changepoint the amounts specified in the Order located in Exhibit B, separately attached and incorporated herein to the Agreement (“**Fees**”) for the number of Authorized Users permitted to access the Service.

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to Customer’s execution of this Agreement or use of the Service (collectively, “**Sales Taxes**”). Customer shall be solely responsible for the payment of any Sales Taxes. In the event Changepoint is required to pay Sales Taxes on Customer’s behalf, Customer shall promptly reimburse Changepoint for all amounts paid.

(b) All amounts shall be paid to Changepoint within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify Changepoint in writing of any disputed amounts.

(c) Fees not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. Changepoint further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to Changepoint shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Changepoint.

(d) Customer shall pay additional Fees and Sales Taxes in the event the number of actual users exceeds the maximum number of individual end users permitted to use the Service under this Agreement.

(e) All prices and other payment terms are confidential information of Changepoint and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

(f) Except as otherwise specified in this Agreement, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the scope of the subscription cannot be decreased during the relevant subscription term.

4.2 Compliance with Laws. The Changepoint software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this Agreement or any other agreement

between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

#### 5. TERM AND TERMINATION.

5.1 Term. Unless otherwise specified in the Order, the initial term of this Agreement will begin on the Effective Date and shall continue thereafter until the End Date specified in the Order (the “Initial Term”), and shall thereafter automatically renew for additional periods of one (1) year unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current term (each a “Renewal Term,” and collectively together with the Initial Term, the “Term”). If no End Date is specified in the Order, the End Date will be one year from the Effective Date of this Agreement.

5.2 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof.

5.3 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by Changepoint.

#### 6. INDEMNIFICATION.

6.1 Customer. Customer shall indemnify and hold Changepoint, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer’s obligations under Section 2 or 4 of this Agreement. In the event Changepoint is required to seek legal remedies to enforce collection of any amounts due under this Agreement, Customer agrees to reimburse for all additional costs associated with collection of that past due amount, including reimbursement of collection and attorney’s fees.

6.2 Changepoint. Changepoint shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out a third party claim that the Service infringes or misappropriates any U.S. patents issued as of the Effective Date or any copyright or trade secret of any third party during the term of this Agreement. Changepoint shall have no indemnification obligation, and Customer shall indemnify Changepoint pursuant to this Agreement, for claims of infringement arising from the combination of Service with any unique aspects of Customer’s business, for instance Customer’s content, products, services, hardware or business processes, or for

any use of the Service or any Changepoint software not expressly authorized herein.

6.3 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other's prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

## **7. WARRANTY/ LIABILITY/ TOTAL LIABILITY.**

Mutual Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

7.1 Disclaimer. THE SERVICE AND ANY CHANGEPOINT TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, "SERVICES") ARE PROVIDED STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CHANGEPOINT, ITS SUPPLIERS AND ITS LICENSORS.

7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. CHANGEPOINT IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND CHANGEPOINT'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY CHANGEPOINT.

7.3 Limitation. CUSTOMER'S EXCLUSIVE REMEDY AND CHANGEPOINT'S, ITS SUPPLIERS' AND LICENSORS' TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE LESSER OF TEN THOUSAND U.S. DOLLARS (\$10,000.00) OR THE AGGREGATE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY CHANGEPOINT HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT

WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES CHANGEPOINT, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT CHANGEPOINT'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

7.4 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL CHANGEPOINT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

7.5 Interpretation. The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

**8. NOTICES AND REQUESTS.** Either party may give notice to the other party by means of electronic mail to the primary contact designated on the Order or by written communication sent by first class mail or pre-paid post, either of which shall constitute written notice under this Agreement. In the event Customer desires to increase the number of Authorized Users permitted to use the Service during the Term, Customer may purchase such rights via telephone, facsimile or e-mail. An e-mail or other writing from Changepoint confirming such order shall be deemed sufficient to modify the quantity of Authorized Users set forth in the Order. All additional access licenses purchased by Customer during the Term shall be subject to the terms of this Agreement. For clarity, in no event shall any other term or provision of this Agreement be deemed modified, amended or altered as a result of such purchase and all other changes to this Agreement shall be governed by terms of Section 9, below.

**9. ADDITIONAL TERMS.** With the exception of additional Authorized Users obtained by Customer under Section 8, Changepoint shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Changepoint and counter-signed by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement.

**10. GENERAL.** This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Changepoint to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to

be illegal, unenforceable, or invalid, Customer's right to use the Service will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement, together with its the following exhibits, comprises the entire agreement between Customer and Changepoint and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein:

- **EXHIBIT A: FUNCTIONALITY SPECIFICATIONS**
- **EXHIBIT B: ORDER**

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For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to enter into this Hosted Subscription Agreement as of the latter of the two signature dates, below (the "Effective Date").

***Acknowledge and Agreed:***

**{Customer Name}**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**Changepoint (Canada) ULC**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

**CHANGEPOINT HOSTED SUBSCRIPTION AGREEMENT**

**EXHIBIT A**

**FUNCTIONALITY SPECIFICATIONS**

# CHANGEPOINT HOSTED SUBSCRIPTION AGREEMENT

## EXHIBIT B ORDER FORM

ORDER NUMBER \_\_\_\_\_

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### Customer Information

Company Name:

Primary Contact Name:

Primary Contact Phone:

Primary Contact Email Address:

Ship To:

Bill To:

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### Changepoint Information

Account Executive:

Main Telephone: 206.341.9117

Customer Success Representative:

Fax: 206.341.9123

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### Changepoint Offering - Products & Services

Products / Services	Unit Price	Quantity	Service End Date	Total Price	Notes
Total Order				\$	

Special Invoicing Terms:

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## Purchase Order and Accounting Information

(The following information is to be completed by the Customer.)

Does the Billing Company require a Purchase Order (PO) for the purchase or payment of the products on this Hosted Subscription Agreement?

Please select\*:

No

Yes

If yes, please complete the following\*:

PO Number \_\_\_\_\_

PO Amount \_\_\_\_\_

Also, please identify the individual or group who should receive electronic copies of all invoices:

Accounting Contact:\*

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\*Required.

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## End User License Agreement

### Redistribution or Rental Not Permitted

These Terms apply to the Codan MT-4E RSS D&D Version 1.7.7.0 (the “Product”).

**THE ORDERING ACTIVITY LICENSING THE PRODUCT (“LICENSEE”) IS CONSENTING TO BE A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE LICENSEE MUST NOT INSTALL OR USE THE PRODUCT AND (IF APPLICABLE) THE PRODUCT MUST BE RETURNED TO THE PLACE WHERE THE LICENSEE OBTAINED IT, FOR A REFUND.**

### 1. License Agreement

In this Agreement “Licensor” shall mean Daniels Electronics Ltd. doing business as Codan Radio Communications (“Codan”) except under the following circumstances:

- (a) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and
- (b) if any third party software is included as part of the default installation and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term “Licensor”, with respect to such third party software, shall mean the manufacturer of that software and not Codan.

### 2. Licensee Grant

Licensor grants Licensee a non-exclusive and non-transferable license to reproduce and use for internal business purposes the executable code version of the Product, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from Codan hard-copy documentation, technical support, telephone assistance or enhancements or updates to the Product. Licensee may not customize the Product unless Licensor has given its express written consent, and then only to the extent permitted in the consent, as applicable. Licensee may not redistribute the Product unless Licensee has separately entered into a distribution agreement with Codan.

AMBE+2 TM voice coding technology may be embodied in the communications equipment using the Product and is protected by intellectual property rights including patent rights, copyrights and trade secrets of Digital Voice Systems, Inc. This voice coding technology is licensed solely for use within the communications equipment for which the Product is supplied. The Licensee is expressly prohibited from attempting to extract, remove, decompile, reverse engineer or disassemble the object code or in any other way convert the object code into a human-readable form. Applicable patents include U.S. patent numbers 5,870,405; 5,826,222, 5,754,974; 5,701,390; 5,715,365; 5,649,050; 5,630,011; 5,581,656; 5,517,511; 5,491,772; 5,247,579; 5,226,084 and 5,195,166.

### 3. Restrictions

Except as otherwise expressly permitted in this Agreement, , Licensee may not:

- (a) modify or create any derivative works of the Product or documentation, including translation or localization;
- (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction);
- (c) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the Product outside of the United States of America and Licensee’s organization;
- (d) remove or alter any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or
- (e) publish any results of benchmark tests run on the Product to a third party without Codan’s prior written consent.

### 4. Proprietary Rights

Title, ownership rights and intellectual property rights in the Product shall remain in Codan and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Codan's or its suppliers' ownership of or rights with respect to the Product. The Product is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives Licensee no rights to such content.

## **5. Warranty**

. USE OF THE PRODUCT IS ONLY FOR PROGRAMMING THE FREQUENCY 929.0625MHz OF LICENSEE UR-4E950-00 RECEIVER MODULES. BEGINNING ON THE DATE OF ACCEPTANCE AND CONTINUING FOR A PERIOD OF SIXTY (60) DAYS, LICENSOR WARRANTS AND IMPLIES THAT THE SOFTWARE AND PRODUCT DELIVERED TO THE LICENSEE UNDER THE PURCHASE ORDER AND THIS AGREEMENT ARE MERCHANTABLE AND FIT FOR USE FOR THE PARTICULAR PURPOSE DESCRIBED IN THE LICENSEE'S PURCHASE ORDER. SHOULD THE PRODUCT PROVE DEFECTIVE IN ANY RESPECT DURING THE WARRANTY PERIOD, LICENSOR ASSUMES THE ENTIRE COST OF ANY SERVICE AND REPAIR. THE SECURITY MECHANISMS IMPLEMENTED BY THE PRODUCT HAVE INHERENT LIMITATIONS, AND LICENSEE MUST DETERMINE THAT THE PRODUCT SUFFICIENTLY MEETS ITS REQUIREMENTS BEFORE PURCHASING.

## **6. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS SUPPLIERS OR RESELLERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION AND LIMITATION MAY NOT BE APPLICABLE. SUPPLIER IS NOT RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF CONTENT PROVIDED BY LICENSEE OR A THIRD PARTY THAT IS ACCESSED THROUGH THE PRODUCT AND/OR ANY MATERIAL LINKED THROUGH SUCH CONTENT.

## **7. Export Control Provisions**

Licensee agrees to comply with all export laws and restrictions and regulations of the United States, and not to export or re-export the Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product. By downloading or using the Product, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions. If the Product is identified as being not-for-export (for example, on the box, media or in the installation process), then, unless Licensee has an exemption from the United States government, the following applies: EXCEPT FOR EXPORT TO CANADA FOR USE IN CANADA BY CANADIAN CITIZENS, THE PRODUCT AND ANY UNDERLYING ENCRYPTION TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE UNITED STATES OR TO ANY FOREIGN ENTITY OR "FOREIGN PERSON" AS DEFINED BY U.S. GOVERNMENT REGULATIONS, INCLUDING WITHOUT LIMITATION, ANYONE WHO IS NOT A CITIZEN, NATIONAL OR LAWFUL PERMANENT RESIDENT OF THE UNITED STATES. BY DOWNLOADING OR USING THE PRODUCT, LICENSEE AGREES TO THE FOREGOING AND WARRANTS THAT IT IS NOT A "FOREIGN PERSON" OR UNDER THE CONTROL OF A "FOREIGN PERSON".

## **8. U.S. Government End-Users**

The Product qualifies as a "commercial item" as that term is defined at Federal Acquisition Regulation ("FAR") (48C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, the Licensee may provide to a U.S Government end

user or, if this Agreement is direct, a U.S. Government end user will acquire the Product with only those rights set forth in this Agreement. Use of the Product constitutes agreement by the U.S. Government that the Product is “commercial computer software” and “commercial computer software documentation” and constitutes acceptance of the rights and restrictions set out in this Agreement.

### **9. High Risk Activities**

The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance in which the failure of the Product could lead directly to death, personal injury or severe physical or environmental damage (“High Risk Activities”). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

### **10. Miscellaneous**

(1) This Agreement may be amended only by a writing signed by the GSA Contracting Officer and the GSA Multiple Award Schedule Contractor acting on behalf of Codan Radio Communications.

(2) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall severed from this Agreement and other provisions of this Agreement shall remain in full force and effect.

(3) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee’s convenience only.

(4) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

(5) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

(6) This Agreement shall be binding on and shall enure to the benefit of the parties, their successors and permitted assigns.

(7) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

(8) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.

(9) If any Codan professional services are being provided, then such professional services are provided pursuant to the terms of a separate Professional Services Agreement between Codan and Licensee. The parties acknowledge that such services are acquired independently of the Product licensed hereunder, and that provision of such services is not essential to the functionality of such Product.

(10) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

© 2018 Daniels Electronics Ltd. doing business as Codan Radio Communications. All Rights Reserved.

## Terms of Service Agreement

### 1. AGREEMENT.

This Agreement is a binding legal agreement between the Government Customer (Agency) who, under GSA Multiple Award Schedule (MAS) Contracts, is the "Ordering Activity" which is defined as "an entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as may be amended from time to time ("Customer") and ColorTokens, Inc., including its affiliates and subsidiaries ("Company") for the accompanying software product, which includes computer software and may include associated media, printed materials and "online" or electronic documentation (the "Licensed Software").

### 2. LICENSE.

A. License. Subject to the terms and conditions of this Agreement, Company grants to Customer a limited, non-transferable, nonexclusive, fully revocable license, without the right to sublicense and limited to the United States of America to permit those individuals authorized by Customer and bound by this Agreement ("Authorized Users") to install, use, execute and display the Licensed Software, in executable object code format only, and any user manuals, technical manuals and other materials provided by Company, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Licensed Software (collectively, "Documentation") solely for Customer's own internal business operations and in accordance with the type of license for which Customer has paid the applicable fees or, if Customer is using the software for an evaluation period, has been granted for a limited time period, as defined in Section 12.

B. Evaluation License. Customer's right to use and evaluate the Licensed Software under any trial evaluation license may be subject to additional limitations and restrictions as may be determined by Company in its sole discretion (e.g., limits on number of installations or restrictions on product features). Company has the right to terminate any Trial Evaluation License at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY WILL HAVE NO WARRANTY, INDEMNITY OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL LICENSES. In the event Customer does not upgrade to a paid license following the 30-day trial period (unless extended by Company in writing), the Licensed Software will cease to operate and Customer acknowledges that it shall be required to uninstall the Licensed Software from all applicable devices and cease to use the Licensed Software.

### 3. RESTRICTIONS.

The rights granted to Customer in this Agreement are subject to the following restrictions: (a) Customer shall not access or use the Licensed Software at any time without having first downloaded or installed the Licensed Software from Company's authorized source and accepted the terms and conditions of this Agreement; (b) Customer shall not license, sell, rent, lease, transfer, assign, distribute, publish, host, outsource, disclose or otherwise make available the Licensed Software or Documentation, or any features, functionality or outcome of the Licensed Software or Documentation, to any third party other than an Authorized User; (c) Customer shall not modify, correct, adapt, translate, enhance or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation, in whole or in part, or remove any product identification, proprietary, copyright or other notices contained in the Licensed Software (including any reports or data printed or exported from the Licensed Software); (d) Customer shall not reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Licensed Software's source code, in whole or in part, except if and only to the extent

that Customer uses Company's authorized API (application programming interface) for ensuring interoperability; (e) except as expressly stated herein, no part of the Licensed Software or Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or other means; (f) Customer shall not combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs unless approved by Company in writing; (g) Customer shall not circumvent, bypass or breach any software copyright management or security features used for or contained in the Licensed Software; (h) Customer shall not use the Licensed Software or any of its features, functionality or information for purposes of: (i) benchmarking or comparative or competitive analyses of the Licensed Software, (ii) developing, using or providing a competing product or service, (iii) providing any information regarding the features, functionality or outcome of the Licensed Software to a third party that has or may develop a competing product or service, or (iv) any other purpose that is to Company's detriment or commercial disadvantage; (i) Customer shall not use the Licensed Software or Documentation in or in connection with the design, construction, maintenance, operation or use for any unsafe or hazardous or nuclear purpose, or any other use in which use of the Licensed Software could lead to personal injury or severe physical or property damage; (j) Customer shall not use the Licensed Software or Documentation in violation of any law, regulation or rule; (k) any future release, update, or other addition to the functionality of the Licensed Software shall be subject to the terms of this Agreement, unless expressly stated otherwise. Neither Company nor any of its suppliers is obligated under this Agreement to provide any services, updates or upgrades to the Licensed Software; and (l) Customer shall not copy, move, display, export or otherwise make available the Software to any country other than the country where the Software was sold unless Customer has received Company's prior written authorization.

#### 4. OWNERSHIP.

The Company solely and exclusively owns all rights, titles and interests in and to the Licensed Software and documentation, including any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "Intellectual Property Rights") as well as all copies and portions thereof and all improvements, enhancements, modifications and derivative works thereof. Any rights not expressly granted by Company in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in the Licensed Software and Documentation. Nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title or interest in or to any Confidential Information, as defined in Section 6, of Company. Customer acknowledges and agrees that the Licensed Software and Documentation are provided under LICENSE and are not sold to Customer.

#### 5. OPEN SOURCE SOFTWARE.

Certain items of independent, third-party code may be included in the Licensed Software that are subject to the GNU General Public License ("GPL") or other open source licenses ("Open Source Software"). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts Customer's right to copy, modify and distribute such Open Source Software that is subject to the terms of the GPL. Company

shall make source code available by written request to the extent required by the applicable end user license for such Open Source Software.

## 6. CONFIDENTIAL INFORMATION.

A. Confidential Information. In connection with this Agreement, Company may disclose or make available certain confidential or proprietary information to the Customer. The term "Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that Company considers confidential or proprietary, including information consisting of or relating to Company's technology, trade secrets, know-how, unpatented inventions, ideas, copyrighted material, product and product design information, source code, object code, documentation, images, icons, audio-visual components, processes, communications and information with which Company has contractual or other confidentiality obligations. Confidential Information includes any information that is conspicuously marked as "confidential" or other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and Company's business. Without limiting the foregoing, the Documentation and source code of the Licensed Software are the Confidential Information of Company.

B. Exclusions. Confidential Information as used in this Agreement does not include information that the Customer can demonstrate by written or other documentary records:

i. was rightfully known to the Customer without restriction on use or disclosure prior to such information being disclosed or being made available to the Customer in connection with this Agreement;

ii. was or becomes generally known by the public other than by Customer's noncompliance with this Agreement; or

iii. was or is received by the Customer on a non-confidential basis from a third party that was or is not, at the time of such receipt, under any obligation to maintain its confidentiality

C. Confidentiality and Use. As a condition to being provided with any disclosure of or access to Confidential Information, the Customer shall:

i. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

ii. except as may be permitted by and subject to its compliance with Section 6(D), not disclose or permit access to Confidential Information other than to its employees and independent contractors (collectively, "Representatives") who: (1) need to know such Confidential Information for purposes of the Customer's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (2) have been informed of the confidential nature of the Confidential Information and Customer's obligations under this Section 6(C)(ii), and (3) are bound by written confidentiality and restricted use obligations as protective of the Confidential Information as the terms set forth in this Section 6(C)(ii);

iii. safeguard the Confidential Information from unauthorized use, access or disclosure using its best efforts to protect the confidentiality of all Confidential Information or at least the degree of care it uses to protect its own sensitive information;

iv. ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' non-compliance, with the terms of this Section 6; and

v. immediately notify Company in writing or electronically within three (3) days of any unauthorized access, possession or use of Company's Confidential Information of which it may become aware and, if possible, immediately terminate the unauthorized use of the Confidential Information.

D. Compelled Disclosure. If Customer or any of its Representatives are compelled by legal process or a valid legal order to disclose any Confidential Information, Customer shall, prior to making such disclosure, use commercially reasonable efforts to notify Company of such requirements to afford Company the opportunity to seek a protective order or other remedy.

#### 7. RECORDS AND AUDIT.

During the license term and for twenty-four (24) months after its expiration or termination, Customer shall maintain accurate records of its use of the Licensed Software sufficient to show compliance with the terms of this Agreement. During the license period, Company may, in Company's sole discretion, audit Customer's use of the Licensed Software to ensure Customer's compliance with this Agreement, provided that (i) any such audit shall be subject to fifteen (15) days' notice by Company, and (ii) no more than one (1) audit may be conducted in any twelve-month (12-month) period except for good cause shown. Company also may, in its sole discretion, audit Customer's systems within thirty-six (36) months after the end of the license period to ensure Customer has ceased use of the Licensed Software and removed all copies of the Licensed Software and Documentation from such systems required hereunder. Customer shall reasonably cooperate with Company's personnel conducting such audits and provide all reasonable access requested by Company to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information.

#### 8. WARRANTY.

A. Performance. For a period of thirty (30) days after first installation of the Licensed Software by Customer (the "Software Warranty Period"), Company warrants that the Licensed Software, when used as permitted under this Agreement and in accordance with the Documentation (including use on a computer hardware and operating system platform supported by Company), will operate substantially as described in the Documentation. Company will, at its own expense and as its sole obligation and Customer's exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or provide a workaround for reproducible error in the Licensed Software reported to Company by Customer in writing during the Software Warranty Period or, if Company determines that it is unable to correct or provide a workaround for an error that renders the Licensed Software inoperative or causes catastrophic failure in a production environment, Company will refund to Customer fees actually paid during the Software Warranty Period for the Licensed Software, in which case this Agreement and Customer's right to use the Licensed Software will be terminated. Any such error correction provided to Customer will not extend the original Software Warranty Period. Company provides no warranty whatsoever for its product(s) that are provided for testing, trial, use without licensing fees, promotion or marked "without warranty". In addition, the above warranty shall not apply: (a) unless Customer makes a written claim within fifteen (15) days of the date on which Customer first noticed the non-conformity and provides sufficient information to assist Company in duplicating the non-conformity to diagnose and triage the problem; (b) if the Licensed Software is used with hardware or software not specified in the accompanying Documentation; (c) if any modifications are made to the Licensed Software by Customer or any third party; or (d) to defects in the Software due to accident, abuse or improper use by Customer.

B. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 8(A), THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN "AS-IS" BASIS. COMPANY AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WORKS WITH ALL APPLICATIONS, OPERATING SYSTEMS, HYPERVISORS AND OTHER THIRD PARTY SOFTWARE OR THEIR REVISIONS, OR ALL HARDWARE. COMPANY IS NOT REQUIRED TO PROVIDE ANY MAINTENANCE OR SUPPORT SERVICES WITH RESPECT TO THE LICENSED SOFTWARE UNDER THIS AGREEMENT.

#### 9. LIMITATION OF REMEDIES AND DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER.

#### 10. APPLICATION OF LIMITATIONS AND DISCLAIMER TO CONSUMERS.

The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer, i.e. a person acquiring goods other than in the course of a business. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to Customer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where the Customer is located.

#### 11. BASIS OF BARGAIN.

The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between Company and Customer. Company would not be able to provide the Licensed Software on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Company's suppliers.

#### 12. TERM AND TERMINATION.

A. Term. This Agreement and the licenses granted hereunder are effective on the date Customer downloads the Licensed Software and shall continue only for the period that the license is granted to the Customer or until this Agreement is terminated by either party pursuant to this Section 12. If the license granted is not for a fixed term, the Agreement shall continue for twelve (12) months. If the license granted is for the authorized evaluation period, the Agreement shall continue for thirty (30) days. Every subsequent term of this Agreement must be purchased separately by the Customer from Company or the MAS Contactor, as applicable.

B. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the Licensed Software granted thereunder shall terminate and (b) Customer shall immediately destroy and delete any copies of the Licensed Software, Documentation and Confidential Information in its possession, .

C. Survival. The following Sections shall survive any expiration or termination of this Agreement if by their nature and context they are intended to survive, including: Sections 3 (Use Restrictions), 4 (Ownership), 5 (Open Source SSL), 6 (Confidential Information), 8(B) (Disclaimer of Warranties), 9 (Limitation of Remedies and Damages), 11 (Basis of Bargain), 12 (Term and Termination), 13 (Non-Disparagement), 15 (Export), 16 (Force Majeure), 17 (Federal Use), and 18 (Miscellaneous) will remain in effect.

#### 13. CONSENT TO USE OF DATA.

Customer agrees that Company may collect and use data and related information, including, but not limited to, technical information about its system, use, performance, applications, software and hardware, that is gathered periodically to facilitate marketing, provisioning, support, future products and features, software updates, product support, ensure license compliance, other services to Customer (if any) related to the Licensed Software and other Company related uses.

#### 14. EXPORT.

The Licensed Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, re-export or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

#### 15. FEDERAL USE.

The Licensed Software was developed exclusively at private expense and no part of the Licensed Software was first produced in the performance of a United States Government ("Government") contract. Accordingly, all Software and any Derivative Work are "commercial items" as that term is defined in 48 CFR 2.101. Customer and Government Authorized Users may access and use the Licensed Software with only those rights set forth in this Agreement in accordance with 48 CFR 12.212(b) and/ or 48 CFR 227.7202-1(a) and 48 CFR 227.7202- 4, as applicable. Use of the Licensed Software is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. This Government rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations ("FAR"), the Defense FAR Supplement ("DFARS"), or other clause or provision that addresses Government rights in computer software or technical data. In addition, no provisions or clauses of the FAR, the DFARS, any other Government Agency FAR supplement, or any state or local government contract, laws or regulations may be "flowed down" or deemed in any way to apply to the Licensed Software without Company's prior written consent, which consent may be granted, withheld, or conditioned in Company's sole discretion. Use for or on behalf of the Government is permitted only if the party acquiring or using the Materials is properly authorized to do so by an appropriate Government official.

#### 16. MISCELLANEOUS.

The applicability of the UN Convention on Contracts for the International Sale of Goods, including any domestic law that implements such UN Convention in the Territory, is hereby excluded.

In the event that any provision of this Agreement is found to be contrary to law, it shall be void and the other provisions shall remain in full force and effect. Any notice to Customer may be provided by email. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the

Approved by GSA 3 August 2020

parties are expressly cancelled. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by the GSA Contracting Officer and the MAS Contractor.



## PMWeb End User License Agreement

This End User License Agreement (this "Agreement") governs the use of the PMWeb, Inc. ("PMWeb") software products ("Software") and accompanying documentation ("Documentation") licensed either directly from PMWeb or through its authorized distributor and the Client identified below (the "Client" or "you").

- LICENSE.** Subject to your payment of the License Fees, PMWeb grants to you, solely for your own internal business purposes, a non-exclusive, non-transferable, non-sub licensable, perpetual (except as set forth in Section 4 below) license to use the Software, in object code form. Additional technical support and subscription update coverage may be obtained by you for the Software in accordance with PMWeb's then-current plans and procedures, and at PMWeb's then-current published prices.
- INTELLECTUAL PROPERTY OWNERSHIP.** The Software and Documentation is owned by PMWeb and its licensors and is protected by United States and foreign copyright laws and trade secret laws as set forth at section 3, below, and related international treaty provisions. You acknowledge and agree that except for your limited right to use the Software as granted in Section 1 above, PMWeb and its licensors have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the Software whether or not merged into other materials. You shall not use the trademarks, service marks, logos, brand source distinctions and trade names of PMWeb without PMWeb's prior written consent. No license is granted under covering US or foreign patents, if any, of PMWeb or its licensors, except as expressly granted and limited herein.
- COPY AND OTHER RESTRICTIONS.** You shall not copy the Software except to make one copy of the Software exclusively for inactive backup or archival purposes. You may copy the Documentation for your own internal business purposes. You shall not modify, reverse engineer, de-compile or disassemble the Software, or create derivative works based upon the Software. You shall not use the Software in a timesharing arrangement nor encumber, rent, lease, transmit, distribute or transfer the Software to any third party for any purpose without PMWeb's prior written consent. Transfer of Software or Documentation outside the country in which it was originally delivered to you is not permitted without PMWeb's prior written consent and is subject to your compliance with all applicable export restrictions. You shall not remove any product identification, copyright notices or other notices or proprietary restrictions from the Software or Documentation nor disable, circumvent or misuse any security or access features. Upon reasonable notice to you, PMWeb shall have the right to inspect your use of the Software and audit your relevant records to verify your compliance with the terms of this Agreement. The Software and Documentation contains valuable trade secrets and proprietary know-how that belongs to PMWeb and its licensors and it is made available to you in strict confidence. ANY use or disclosure of the Software or of its algorithms, protocols or interfaces other than in strict accordance with this agreement is prohibited and may be actionable as a violation of PMWeb's or its licensors' proprietary rights. The Client or through any other company shall not offer direct or indirect employment to any employee of PMWeb or any of its affiliates and/or partners at any time during the term of this agreement (or subsequent agreements) or for two (2) years after their last PMWeb engagement.
- TERMINATION.** PMWeb shall have the right to terminate this Agreement and your right to use the Software and Documentation immediately upon your breach of this Agreement by email or other written notice to you. Upon termination, you shall cease using the Software and Documentation and shall return to PMWeb all copies of the Software and Documentation. Termination of this Agreement shall not limit PMWeb from pursuing any other remedies available to it, including, but not limited to, injunctive relief, and/or damages nor shall termination relieve you of your obligations to pay PMWeb all License Fees and other sums accrued prior to the effective date of termination. Client is responsible for all fees associated with the collection of amounts due from Client, including filing fees, reasonable attorney's fees and disbursements.
- LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES.** PMWeb's liability, if any, shall not exceed the amounts Client has paid PMWeb pursuant to this Agreement PMWeb shall not be responsible to you, or any person claiming through you, for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, business interruption, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of services or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise. PMWeb shall not be liable for any other damages and of avoidance of doubt, also confirms that it disclaims any warranty of merchantability or fitness for a purpose or of Intellectual property non infringement to the full extent allowable under governing law.
- GOVERNING LAW.** This agreement constitutes the complete agreement between the parties with respect to the Software and Documentation and is governed by the laws of the Commonwealth of Massachusetts, without giving effect to principles governing conflicts of law. It shall not be governed by the United Nations Convention on the international sale of goods, the application of which is expressly excluded.

**ACKNOWLEDGMENT:** Authorized representatives of \_\_\_\_\_ ("Client") have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of this date.

**Client:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

**PMWeb, Inc:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

# Master License Agreement

## 1. Introduction

This Master License Agreement (the “Agreement”) is made and entered into between THERMO LABSYSTEMS, INC. having offices at 1601 Cherry Street, Suite 1200, Philadelphia, PA 19102 (“LICENSOR”), and the Government Customer as set defined in GSA Order ADM 4800.2I, as may be amended from time to time, (“LICENSEE”). LICENSOR and LICENSEE (each a “Party” and together, the “Parties”) are entering into this Agreement to set forth the terms and conditions governing LICENSOR’s provision of Products and Services to LICENSEE. In consideration of the covenants of each Party to the other, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

## 2. Riders

Attached to this Agreement and made part hereof when executed by both Parties are one or more riders (each a “Rider”) setting forth the Licensed Software, Hardware, Services and Training subject to this Agreement and the pricing therefore and, if applicable, identification of the Licensed System.

## 3. Definitions

- A. “Concurrent User License” means an individual license to use Licensed Software with respect to a single production database which is unrestricted as to the User’s identity.
- B. “Deliverable” means materials, excluding Licensed Software and Licensed Material, delivered to LICENSEE by LICENSOR pursuant to an order for Professional Services as specifically set forth in a SOW.
- C. “Hardware” means any computer hardware or other equipment provided by LICENSOR to LICENSEE under this Agreement as set forth in an attached Rider.
- D. “Licensed Material” means any and all end-user, programmer and help desk material and documentation, in whatever form or medium, to assist LICENSEE in the understanding, application, capability, maintenance, use or access of the Licensed Software and Deliverables, which material and documentation are actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such material and documentation which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement.
- E. “Licensed Software” means each computer software program, in whatever form or medium, listed on an attached Rider and actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such program which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement, without regard to changes in the name, number or packaging of such software program; provided, however, that Licensed Software shall specifically exclude any modification, enhancement or update relating to new features or other functionality which is marketed by LICENSOR as a separate product.
- F. “LICENSEE Operating Facility” means the facility designated in an attached Rider and is a group of one or more buildings where LICENSEE conducts business and from which LICENSEE is permitted to access and use the Licensed Software under this Agreement.
- G. “Maintenance” means optional maintenance and support services provided to LICENSEE by LICENSOR pursuant to Section 7 below.
- H. “Named User License” means a license to use Licensed Software with respect to a single production database which is specific to a designated single User.

- I. “Products” means the Licensed Software, Licensed Material, Hardware and Third-Party Products provided to LICENSEE by LICENSOR under this Agreement.
- J. “Professional Services” means implementation, customization, consulting and any other professional services to be provided by LICENSOR to LICENSEE from time to time pursuant to the terms of this Agreement as specifically set forth in a Rider and/or a SOW (or other document agreed by the Parties).
- K. “Representative” shall mean any of a Party’s directors, officers, employees and agents.
- L. “Services” means Maintenance, Training and Professional Services provided by LICENSOR to LICENSEE pursuant to Section 7 below.
- M. “Site License” means a license for use of Licensed Software by an unlimited number of Users at a specific Operating Facility.
- M. “Source Code” means a version of the Licensed Software that is written in a common programming language and is intended to be human-readable.
- N. “SOW” means a Statement of Work entered into by the Parties which describes Services to be provided by LICENSOR.
- O. “Third-Party Products” means any products manufactured by a party other than LICENSOR and specifically excludes the Licensed Software and Licensed Material.
- P. “Training” means training services as provided by LICENSOR to LICENSEE pursuant to Section 7 below.
- Q. “User” means an individual accessing the Licensed Software.

#### **4. License Grant**

- A. Grant. Subject to the terms and conditions of this Agreement and any Rider hereto, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, non-transferable (except according to the terms of this Agreement), fully paid license to use and access (in and from the LICENSEE Operating Facility identified on a Rider) the Licensed Software and Deliverables (and their corresponding Licensed Material) which are identified on a Rider hereto or in a SOW (or other document agreed by the parties), for the purpose of LICENSEE’s internal business operations only (the “License”). The License granted herein expressly incorporates the additional terms and conditions, such as but not limited to the term of the License, type of license, and number of permitted users, if applicable, as set forth on a Rider or in a SOW (or other document agreed by the Parties). In the absence of a specified license term on any Rider, the term of the license shall be deemed to be perpetual. Changes in the terms of the License, including without limitation a change in the maximum number of permitted users, shall not take place without the express written permission of LICENSOR and shall be subject to any change limitations set forth in this Agreement or issued by LICENSOR. Third-Party Products shall be licensed to LICENSEE pursuant to specific third-party licensing terms provided by the third party. In the event a Third-Party Product is not accompanied by specific Third-Party Product licensing terms, the licensing terms contained in this Section 4 shall govern such Third-Party Product.
- B. Copies. Subject to the terms and conditions of this Agreement and the applicable Rider hereto, LICENSEE may execute one copy of the Licensed Software for the sole purpose of back-up (disaster recovery) support.
- C. Restrictions. LICENSEE expressly acknowledges that it shall not, and shall not permit any Representative to, directly or indirectly, (1) use, access, copy, or distribute any Licensed Software, Licensed Material, Deliverable or any derivative works thereof, except to conduct LICENSEE’s internal business operations from the LICENSEE Operating Facility (which LICENSEE acknowledges shall specifically exclude the operation of commercial service bureaus any other data-processing outsourcing services offered to third

parties); (2) copy, distribute, or disclose any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof, except to LICENSEE and its Representatives within the applicable scope and other applicable terms and conditions of the License; (3) sell, lease, sublicense, grant any rights in, or otherwise offer, provide or make any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof available to anyone for reference, use, access or other application, except as expressly permitted in this Agreement; (4) alter or remove any copyright, trademark, or other protective or proprietary notices contained in or on any portion of the Licensed Software, Deliverables, Licensed Material or any derivative works thereof; or (5) modify, translate, reverse-engineer, decompile, or disassemble the Licensed Software or Deliverables, or create derivative works based on any portion of the Licensed Software, Deliverables or Licensed Material, except as expressly permitted by this Agreement or agreed by the Parties in writing.

- D. Ownership. LICENSEE acknowledges that the Licensed Software, Deliverables, Licensed Material, any updates, upgrades, enhancements, improvements, or modifications thereof, or any copies thereof provided or made by LICENSOR (and including without limitation translations, compilations and partial copies with modifications and update works), and all patent, copyright, trade secret, trademark and other proprietary rights therein, as well as any tools, utilities, methodologies, design concepts, techniques, knowledge or know-how owned, used or developed by LICENSOR or its suppliers or resulting from LICENSOR's performance of the Services, are and shall remain the property of LICENSOR or its suppliers.
- E. Source Code Escrow. LICENSOR does not provide or license any Source Code under this Agreement. However, unless otherwise noted in the Licensed Materials, the Licensed Software is the subject of a source code escrow agreement with a third party (the "Escrow Agreement") which controls access to or use of Source Code and LICENSEE may elect, at LICENSEE's sole cost and expense, to become a beneficiary under the Escrow Agreement.
- F. Hardware. In the event LICENSEE purchases any Hardware from LICENSOR under this Agreement, title to and risk of loss of such Hardware will pass to LICENSEE upon delivery of the Hardware to the Licensee at the destination specified in the contract. LICENSEE acknowledges and agrees that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as LICENSOR may request in order to evidence or perfect such security interest.

## 5. Fees, Payment Terms and Taxes

- A. Fees and Payment Terms. In consideration of the Products and Services provided by LICENSOR hereunder, LICENSEE shall, in accordance with the Prompt Payment Act (31 USC 3903) and prompt payment regulations at 5 CFR Part 1315, pay the fees and expenses specified in a Rider and/or an applicable SOW (or other document agreed by the Parties) ("Fees").
- B. Taxes, Duties, Shipping, etc. Unless otherwise exempt, LICENSEE shall, upon receipt of each invoice, reimburse LICENSOR for any taxes (sales, use, excise, etc.) and customs duties, if applicable, on the Fees, and Products and Services provided hereunder, exclusive of taxes based on the gross or net income of LICENSOR. Licensed Software and Licensed Materials shall be delivered electronically via download by LICENSEE from LICENSOR's web-site. At LICENSEE's election, Licensed Software and Licensed Materials may also be shipped via physical media.
- C. License Transfer Fee. In the event LICENSEE desires to transfer the Licensed Software to an unrelated third party ("Transferee"), such transfer shall be conditioned upon execution of a Master License Agreement by Transferee and payment by Transferee of (i) a Transfer Fee equal to fifty (50%) percent of the then current list price for the Licensed Software to be transferred and (ii) in the event Maintenance was discontinued with respect to the Licensed Software to be transferred, payment of all back Maintenance Fees due for the period of discontinuance, in addition to paying the current year's Maintenance Service Fees in advance, such current year to commence upon the effective date of the transfer.

## 6. Warranty

- A. Conformance to Specifications. LICENSOR warrants that, during the warranty period commencing upon delivery of the Licensed Software to LICENSEE and continuing thereafter for a term of thirty (30) days (the "Warranty Period"), the Licensed Software shall conform as delivered by LICENSOR in all material respects to its specifications set forth in the corresponding release of Licensed Material (including without limitation any Year 2000/ Century Date Compliance specifications set forth therein). Provided LICENSEE notifies LICENSOR of the Licensed Software's non-conformance to the specifications during the Warranty Period, LICENSOR's sole obligation under the warranty provisions of this Section 6 shall be at LICENSOR's option to repair or replace the non-conforming Licensed Software.
- B. **LIMITED WARRANTY.** THE WARRANTIES PROVIDED IN SECTIONS 6A AND 6B CONSTITUTE THE ONLY WARRANTIES BY LICENSOR HEREUNDER, AND THE WARRANTY REMEDIES GIVEN IN SECTIONS 6A SHALL BE THE SOLE REMEDIES AVAILABLE TO LICENSEE IN THE EVENT OF A DEFECT OR WARRANTY CLAIM ON THE PRODUCTS, SERVICES AND DELIVERABLES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND ANY WARRANTY THAT THE PRODUCTS, SERVICES AND DELIVERABLES ARE NON-INFRINGEMENT OR ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

## 7. Services

- A. Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year and may be renewed for additional one (1)-year terms at LICENSEE's election. LICENSOR shall, subject to the terms and conditions of this Agreement, provide Maintenance for the Licensed Software in accordance with the Maintenance program terms set forth at Exhibit A attached hereto.

Each year, the non-refundable Maintenance Fee will be equal to the amount set forth in the Rider, subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year. Notwithstanding the preceding, any price increase shall be in accordance with GSAR 552.216-70 Price Increase.

If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder at any time, or if such service is terminated or lapses pursuant to the terms of this Agreement, LICENSEE may continue to use and access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive.

- B. Training. During the term of this Agreement, LICENSEE may purchase Training, as described in a Rider and/or a SOW (or such other document agreed by the Parties), from LICENSOR with respect to the Licensed Software and, if applicable, the Deliverables, for the Fees set forth in the Rider and/or a SOW (or such other document agreed by the Parties).
- C. Professional Services. During the term of this Agreement, LICENSEE may request LICENSOR to perform Professional Services. Professional Services, and any Deliverables, shall be described in a Rider and/ or a SOW (or such other document agreed by the Parties) and shall be provided for the Fees set forth in a Rider and/or a SOW (or such other document agreed by the Parties).

## 8. Protection of Proprietary Information; Publicity

- A. Background. In the course of performing this Agreement, it is anticipated that either Party may disclose or deliver to the other Party certain of its “Proprietary Information” (as defined below). The Parties desire to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. The Party disclosing Proprietary Information is referred to herein as the “Discloser” and the Party receiving such Proprietary Information is referred to herein as the “Recipient”.
- B. Proprietary Information. As used in this Agreement, “Proprietary Information” shall mean (1) any information, in whatever medium, that the Discloser discloses to the Recipient and that should reasonably be treated as confidential (as a result of written designation, circumstances of disclosure, or otherwise), together with derivatives of such information whether created by the Discloser or the Recipient (including without limitation any translations, compilations, whole or partial copies, modifications, update works, or other representations, abstracts, summaries or notes, whether alone or incorporated into other materials). Proprietary Information of LICENSOR includes, by way of example and not limitation, all Products and Deliverables.
- C. Non-Disclosure and Restricted Use of Proprietary Information. The Recipient shall not, directly or indirectly, disclose Proprietary Information to any person other than its authorized Representatives. The Recipient shall, and shall cause its authorized Representatives to, use Proprietary Information solely for the purpose of performing this Agreement in accordance with its terms, hold all Proprietary Information (and copies thereof) in strictest confidence, and maintain the same in a manner consistent with the preservation of the Discloser’s rights herein. Except as expressly permitted under this Agreement, the Recipient shall not, and shall cause its authorized Representatives not to, directly or indirectly, use, exploit, copy, alter, reverse engineer, decompile or disassemble Proprietary Information for its own benefit or the benefit of any third party. The Recipient shall be liable for any breaches of the Proprietary Information provisions of this Agreement by itself and by its Representatives. The Recipient’s obligations of confidentiality and nondisclosure regarding any Proprietary Information of the Discloser shall terminate five (5) years after the termination of this Agreement.
- D. Limitation on Obligations. The obligations of the Recipient specified in the immediately preceding paragraph C shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:
- (1) is or becomes publicly available other than through a breach of this Agreement;
  - (2) is in the Recipient’s possession at the time of disclosure other than as a result of Recipient’s breach, or to Recipient’s knowledge and reasonable belief any third party’s breach, of any legal or contractual obligation;
  - (3) is disclosed to the Recipient by a third party other than as a result of Recipient’s breach, or to Recipient’s knowledge and reasonable belief any third party’s breach, of any legal or contractual obligation;
  - (4) is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
  - (5) is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Discloser and takes reasonable and lawful actions in cooperation with the Discloser to avoid and/or minimize the extent of such disclosure.
- E. Ownership of Proprietary Information. The Recipient agrees that the Discloser is and shall remain the exclusive owner of its Proprietary Information (including without limitation any derivative works or representations thereof) and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Except as expressly set forth in the provisions of the limited License granted hereunder, the

Discloser does not, by disclosing Proprietary Information to the Recipient hereunder or otherwise: (1) grant any other express or implied license or other conveyance of rights to Recipient with respect to Proprietary Information or any of the Discloser's other intellectual property, whether made, conceived, or acquired prior to, on or after the Effective Date; or (2) forfeit its ability, without prejudice, to protect its rights with respect to its Proprietary Information or such other intellectual property.

- F. Return of Proprietary Information Upon Request of Discloser. The Recipient, promptly upon the request and at the option of the Discloser, shall (1) return to the Discloser all manifestations of Proprietary Information (other than the Products received by the Recipient pursuant to this Agreement, the return or destruction of which shall be governed by Sections 8.G. and 11.B below), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives); or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof) and provide the Discloser written certification of such destruction by an officer of Recipient.
- G. Return of Proprietary Information Upon Termination of Agreement. Within five (5) business days after the termination of this Agreement in accordance with its terms, each Recipient shall at Discloser's option either: (1) return to the Discloser all of such Discloser's Proprietary Information (including without limitation the Licensed Software, Licensed Material and Third-Party Products received by LICENSEE hereunder), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives; or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof); and in either case each Party shall provide the other written certification of compliance with this provision by an officer of such Party.

## 9. Indemnification

- A. By LICENSOR. If notified promptly in writing of any action (and all prior related claims) brought against LICENSEE based on a claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, LICENSOR shall defend such action at LICENSOR's expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. LICENSOR shall have the right to join, at LICENSOR's own expense, in any defense of any such action and all negotiations for its settlement or compromise. LICENSEE shall cooperate fully with LICENSOR in the defense, settlement or compromise of any such action. Notwithstanding anything to the contrary contained herein, LICENSOR shall not have any liability to LICENSEE to the extent that any infringement or claim thereof is based upon (i) use of the Licensed Software in combination with equipment or software not supplied by LICENSOR where the Licensed Software would not itself be infringing, (ii) compliance with LICENSEE's designs, specifications or instructions, (iii) use of the Licensed Software in an application or environment for which it was not designed or (iv) modifications of the Licensed Software by anyone other than LICENSOR without LICENSOR's prior written approval. Notwithstanding the above, LICENSOR's indemnification obligations shall be extinguished and relieved if LICENSOR, at its discretion and at its own expense (a) procures for LICENSEE the right, at no additional expense to LICENSEE, to continue using the Licensed Software; (b) replaces or modifies the Licensed Software so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Licensed Software; or (c) in the event (a) and (b) are not practical, refund to Licensee the amortized license fees paid by LICENSEE with respect to the infringing Licensed Software, or infringing portion thereof, based on a five (5) year amortization schedule.

**THE FOREGOING PROVISIONS CONTAINED IN SECTION 9A STATE LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT BY THE PRODUCTS, SERVICES, AND DELIVERABLES OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF THIRD PARTIES.**

## **10. Limitation of Liability**

**NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN: (A) NEITHER LICENSOR, ITS AFFILIATES OR ITS REPRESENTATIVES SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF REVENUES, PROFITS, BUSINESS, DATA OR INFORMATION; AND (B) THE LIABILITY OF LICENSOR, ITS AFFILIATES, AND ITS REPRESENTATIVES UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE, INCLUDING LIABILITY UNDER INDEMNIFICATION PROVISIONS), SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE HEREUNDER ON THE PURCHASE OF PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.**

## **11. Termination**

- A. This Agreement may be terminated in accordance with GSAR 552.212-4(l) Termination for the Government's Convenience or GSAR 552.212-4(m) Termination for Cause.
- B. Upon termination of the Agreement for any reason, (1) LICENSEE will discontinue all use of and access to the Products (excluding Hardware), (2) each Party shall return or destroy the other party's Proprietary Information (including without limitation the Products, excluding Hardware) as provided in Section 8 hereof, and (3) LICENSEE shall in accordance with Section 5 hereof pay any and all amounts due and owing to LICENSOR for Products and Services, including without limitation any Professional Services performed through the effective date of termination and all Maintenance and Training.
- C. The following provisions of this Agreement shall survive any termination of this Agreement: Sections 4.C and 4.D, 5, 6.C, 7.D, 8, 10, and 11.B and C, and Sections 13 through 25 inclusive.

## **12. Binding Agreement; Conditions to Assignment**

This Agreement will be binding upon and inure to the benefit of each Party's permitted assigns. Neither party may assign or transfer, directly or indirectly (whether by contract, operation of law, or otherwise), this Agreement or any rights or obligations hereunder without the prior written approval of the other party, such approval not be unreasonably withheld.. Any attempted assignment or transfer in violation of the terms of this Agreement will be void and of no force or effect.

## **13. Notices**

All notices sent under this Agreement shall be to the respective addresses set forth below and in the Rider/Order. All notices hereunder shall be in writing and shall be deemed to have been duly given as of the business day delivered personally or by facsimile (with confirmation of receipt), as of one business day after delivery to an internationally recognized overnight delivery service (e.g., FEDEX, DHL, etc.) charges prepaid, or as of three business days after being sent by registered or certified mail, postage prepaid, to the party at the address set forth below. Changes to such notice contact information shall be effective upon delivery to the other party of a notice of such change in accordance with this Section.

Notices to LICENSOR:

Thermo LabSystems Inc.  
Attention: Corporate Counsel  
1601 Cherry Street  
Suite 1200  
Philadelphia, PA 19102

With a copy to:

Thermo Fisher Scientific Inc.  
Attention: General Counsel  
81 Wyman Street  
Waltham, Massachusetts 02454

**14. [INTENTIONALLY OMITTED]**

**15. No Joint Venture or Agency**

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

**16. Export Laws; Government Use**

LICENSEE acknowledges that the Products and Deliverables (collectively “Items”) may be subject to export controls of the U.S. government and export controls of governments of other countries. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict the export of Items from the United States and their re-export from other countries. LICENSEE shall comply with all applicable laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item. LICENSEE shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for it to export or import any Item under this Agreement and, without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if LICENSEE knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. In no event shall LICENSEE export or re-export, or require LICENSOR to export any Item to any location if such action would violate LICENSOR’s policy, as amended from time to time, which prohibits all business with (including all sales or shipment of Products to or provision of Services within) certain restricted countries, entities and individuals. LICENSEE shall cooperate fully with LICENSOR in any official or unofficial audit or inspection related to this Agreement in connection with the export control laws or regulations of the U.S. government and other governments. LICENSEE agrees to indemnify and hold LICENSOR harmless from, or in connection with, any violation of the provisions of this Section by LICENSEE or its employees, consultants, agents, or customers.

Any use of the Products by any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be conditioned on the U.S. Government agreeing that use of the Products is subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations, or similar acquisition regulations of other applicable U.S. Government organizations.

**17. Force Majeure**

Neither Party shall be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, the other Party's failure to furnish necessary information, acts of God, acts of Government authorities, sabotage, accidents, failure or delays in transportation or communications, or shortages of labor, fuel, raw materials, or equipment.

**18. Governing Law**

The construction, interpretation and performance of this Agreement shall be in accordance with Federal law. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, which provisions are hereby expressly disclaimed.

**20. [INTENTIONALLY OMITTED]**

**21. Waiver**

The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. A failure of either Party to exercise any right provided for herein will not be deemed to be a waiver of any other right.

**22. Severability**

Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions will remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties and the subject matter, the Parties agree that the invalid or unenforceable provision may be construed by the court.

**23. Entire Agreement; Precedence; Amendment**

This Agreement, together with the terms and conditions of the GSA Multiple Award Schedule (MAS) Contract, any Riders and any SOW, constitutes the entire agreement between LICENSOR and LICENSEE concerning the subject matter hereof, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter, including without limitation (any terms and conditions contained in a purchase order issued by LICENSEE (prior to or subsequent to the Effective Date), notwithstanding any provision of such purchase order to the contrary. In the event any Software contains an embedded end user license agreement or "click-thru" license agreement, this Agreement shall supercede such agreement. In the event of a conflict between the provisions of this Agreement, the MAS Contract, and any attachment, exhibit or schedule hereto or SOW or any other document, the conflict shall be resolved as set forth in GSAR 552.212-4(s) Order of Precedence. No modification or amendment of this Agreement shall be effective unless it is subsequently made in writing and signed by duly authorized representatives of LICENSOR and LICENSEE.

**24. Captions and Headings**

The captions and headings used in this Agreement are solely for reference and have no legal effect whatsoever and shall not in any way affect the interpretation or construction of this Agreement.

**25. Counterparts**

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

**RIDER NO. 1  
MASTER LICENSE AGREEMENT**

**Rider Date** \_\_\_\_\_

**Agreement Date** \_\_\_\_\_

**Licensee** \_\_\_\_\_

This Rider No. 1 ("Rider No. 1") to the Master License Agreement (hereafter "the License Agreement") is entered into by and between Thermo LabSystems Inc., a Massachusetts corporation having a place of business at 1601 Cherry Street, Suite 1200, Philadelphia, Pennsylvania 19102 (hereafter "LICENSOR") and the LICENSEE identified at the signature block on the last page of this Rider No. 1. In consideration of the mutual covenants exchanged in this Rider No. 1 and in the License Agreement, and intending to be legally bound hereby, LICENSOR and LICENSEE agree as follows.

**PRICING SCHEDULE**

**PRODUCT**

Item	Qty	Part#	Description	Unit Price	Final Price
1					
2					
3					
4					
TOTAL					
<b>Support &amp; Maintenance</b>			Annual Support and Maintenance. (Based on percentage of current list price for hardware and software licenses at 18%)		

**SERVICES**

Item	Qty	Part#	Description	Unit Price	Final Price
1					
2					
3					
4					
TOTAL					

**Terms and Conditions**

All services are provided on a time and materials basis. Future services provided by Licensor to Licensee shall be provided at the rates set forth on Appendix A hereto. All Licensee approved expenses associated with the performance of services shall in all cases be borne by the Licensee including without limitation, airfare, ground transportation, accommodations and meals. Product licenses and validation service materials are billed as shipped. Validation and implementation services are billed as used. If applicable, licensed software installations are further identified on Appendix B hereto.

**SPECIAL TERMS AND CONDITIONS** (These Special terms and conditions apply to this Rider No. 1 only):

The terms of the License Agreement not modified by this Rider No. 1 shall remain in full force and effect. This Rider No. 1 together with the above referenced License Agreement, and the terms and conditions of the MAS Contract into which the License Agreement has been incorporated, constitutes the entire agreement of the parties and supersedes all prior understanding and agreements, whether written or oral. In the event of any discrepancy between the provisions of this Rider No. 1 and those of the License Agreement and the MAS Contract, the discrepancy shall be resolved as set forth in GSAR 552.212-4(s) Order of Precedence.

**In Witness Whereof**, the parties by their authorized representatives have executed this Rider, which is made a part of the Agreement as of the date stated above.

**Effective Date:**

**LICENSOR:**

By: \_\_\_\_\_

Name:

Title:

Date:

**LICENSEE:**

By: \_\_\_\_\_

Name:

Title:

Date:

**Appendix A**

**Services Rates, per day, exclusive of expenses.**

The rates set forth below shall be effective for a period of two years from the Effective Date for services performed in respect the software licensed pursuant to this Rider, such rates to be subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

<b>Implementation and Validation Services</b>	<b>\$1,800</b>
<b>Named Resource Services</b>	<b>\$2,200</b>
<b>Test Scripts Execution and Related Validation Services</b>	<b>\$1,200</b>
<b>Training Services at Licensee Site</b>	<b>\$3,300</b>

**Appendix B**

**Licensed System Identification**

<i>LICENSEE Operating Facility Address</i>	<i>Quantity of Licenses</i>	<i>Type of License</i>	<i>LICENSEE Contact Name</i>	<i>LICENSEE Contact Telephone and Email</i>

**EXHIBIT A**  
**MAINTENANCE TERMS**