

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



CyberDefenses, Inc.

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Round Rock, TX 78681
Phone: 512-255-3700 • Fax: 512-479-5952

Dated: Nov 23, 2020

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

MAS Multiple Award Schedule

Contract Number: GS-35F-0084S
Amendment Number: PO-0032, dated 23-Nov-2020

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period: November 23, 2020 through November 22, 2025
Web Address: www.cyberdefenses.com
Contact for Contract Administration: Armando Ordonez/CEO, armando.ordonez@cyberdefenses.com
Business Size: Service Disabled Veteran-Owned, Small Business (SDVOSB)

SIN 33411 Purchase of New Electronic Equipment	
FSC Class PSC Code	Description
58	Communications, Detection and Coherent Radiation Equipment
5805	Telephone and Telegraph Equipment <ul style="list-style-type: none"> • Audio and Video Teleconferencing Equipment • Special Physical, Visual, Speech, and Hearing Aid Equipment • Telephone Equipment
5810	Communications Security Equipment and Components <ul style="list-style-type: none"> • Communications Security Equipment • Special Physical, Visual, Speech, and Hearing Aid Equipment
5815	Teletype and Facsimile Equipment <ul style="list-style-type: none"> • Facsimile Equipment (FAX) • Special Physical, Visual, Speech, and Hearing Aid Equipment
5820	Radio TV Equipment, Except Airborne <ul style="list-style-type: none"> • Broadcast Band Radio Transmitters/Receivers/Antennas • Microwave Radio Equipment/Antennas and Waveguides • Satellite Communications Equipment • Special Physical, Visual, Speech, and Hearing Aid Equipment • Two-Way Radio Transmitters/Receivers/Antennas

SIN 33411 Purchase of New Electronic Equipment	
FSC Class PSC Code	Description
5825	Radio Navigation Equipment, Except Airborne <ul style="list-style-type: none"> • Radio Navigation Equipment/Antennas • Special Physical, Visual, Speech, and Hearing Aid Equipment
5830	Intercommunication and Public Address Systems, Except Airborne <ul style="list-style-type: none"> • Pagers and Public Address Systems (wired and wireless transmission, including background music systems)
5895	Miscellaneous Communication Equipment <ul style="list-style-type: none"> • Miscellaneous Communications Equipment • Special Physical, Visual, Speech, and Hearing Aid Equipment
59	Electrical and Electronic Equipment Components
5995	Cable, Cord and Wire Assemblies: Communications Equipment <ul style="list-style-type: none"> • Communications Equipment Cables • Special Physical, Visual, Speech, and Hearing Aid Equipment
60	Fiber Optics Materials and Components, Assemblies and Access.
6015	Fiber Optic Cables <ul style="list-style-type: none"> • Fiber Optic Cables • Special Physical, Visual, Speech, and Hearing Aid Equipment
6020	Fiber Optic Cable Assemblies and Harnesses <ul style="list-style-type: none"> • Fiber Optic Cable Assemblies and Harnesses • Special Physical, Visual, Speech, and Hearing Aid Equipment
61	Electric Wire, and Power and Distribution Equipment
6145	Wire and Cable, Electrical <ul style="list-style-type: none"> • Coaxial Cables • Special Physical, Visual, Speech, and Hearing Aid Equipment
70	ADP Equipment Software, Supplies and Support Equip.
7010	ADPE System Configuration <ul style="list-style-type: none"> • End User Computers/Desktop Computers • Laptop/Portable/Notebook Computers • Large Scale Computers • Optical and Imaging Systems • Other System Configuration Equipment Not Elsewhere Classified: Provide specific information. • Professional Workstations • Servers • Special Physical, Visual, Speech, and Hearing Aid Equipment
7025	ADP Input/Output and Storage Devices <ul style="list-style-type: none"> • Displays • Graphics, including Video Graphics, Light Pens, Digitizers, Scanners, and Touch Screens <ul style="list-style-type: none"> • Network Equipment • Optical Recognition Input/Output Devices • Other Communications Equipment • Other Input/Output and Storage Devices Not Elsewhere Classified. Provide specific information. • Printers • Special Physical, Visual, Speech, and Hearing Aid Equipment

SIN 33411 Purchase of New Electronic Equipment	
FSC Class PSC Code	Description
	<ul style="list-style-type: none"> • Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
7035	ADP Support Equipment <ul style="list-style-type: none"> • ADP Support Equipment • Special Physical, Visual, Speech, and Hearing Aid Equipment
7042	Mini and Micro Computer Control Devices <ul style="list-style-type: none"> • Microcomputer Control Devices • Special Physical, Visual, Speech, and Hearing Aid Equipment • Telephone Answering and Voice Messaging Systems
7050	ADP Components <ul style="list-style-type: none"> • ADP Boards • Special Physical, Visual, Speech, and Hearing Aid Equipment
N070	Installation of Equipment- ADP Equipment/Software/Supplies/Support Equipment <ul style="list-style-type: none"> • Deinstallation for equipment offered under SIN 33411 • Installation for equipment offered under SIN 33411 • Reinstallation for equipment offered under SIN 33411

SIN 811212 Maintenance, Repair Service and Repair. Parts/Spare Parts	
FSC Class PSC Code	Description
J070	MAINT/REPAIR/REBUILD OF EQUIPMENT- ADP EQUIPMENT/ SOFTWARE/SUPPLIES/ SUPPORT EQUIPMENT <ul style="list-style-type: none"> • Maintenance • Repair Parts Spare Parts • Repair Service • Third Party Maintenance

SIN 511210 Software Licenses	
FSC Class PSC Code	Description
70	ADP Equipment Software, Supplies and Support Equip.
7030	ADP Software <ul style="list-style-type: none"> • Ancillary Financial Systems Software • Application Software • Communications Software • Core Financial Management Software • Electronic Commerce (EC) Software • Large Scale Computers • Microcomputers • Operating System Software • Special Physical, Visual, Speech, and Hearing Aid Software. Provide specific information. • Utility Software

SIN 54151HACS Highly Adaptive Cybersecurity Services (HACS)	
Subcategories	High Value Asset Assessments
	Risk and Vulnerability Assessment
	Cyber Hunt
	Incident Response
	Penetration Testing
FPDS Code	Description
D301	Automatic Data Processing Facility Management <ul style="list-style-type: none"> Facility Management
D302	Automatic Data Processing Systems Development <ul style="list-style-type: none"> Systems Development Services
D306	Automatic Data Processing System Analysis Services <ul style="list-style-type: none"> Systems Analysis Services
D307	Automated Information System Design and Integration Services <ul style="list-style-type: none"> Automated Information Systems Services
D308	Automatic Data Processing Programming Services <ul style="list-style-type: none"> Programming Services
D310	Automatic Data Processing Backup & Security Services <ul style="list-style-type: none"> Backup and Security Services
D311	Automatic Data Processing Data Conversion Services <ul style="list-style-type: none"> Data Conversion Services
D316	Telecommunication Network Management Services <ul style="list-style-type: none"> IT Network Management Services
D318	IT & Telecommunications - Integrated hardware/software/services solutions
D319	IT & Telecommunications - Annual software maintenance service plans
D320	IT & Telecommunications - Annual hardware maintenance service plans
D321	IT & Telecommunications - Help desk
D322	IT & Telecommunications - Internet
D324	IT & Telecommunications - Business continuity
D325	IT & Telecommunications - Data centers and storage
D399	Other Computer Services <ul style="list-style-type: none"> Other Information Technology Services, Not Elsewhere Classified

SIN 611420 Training Courses	
FPDS CODE	Description
U012	ADP Software, Equipment, and Telecommunications Training
U099	Other Education and Training Services

SIN 54151S Information Technology Professional Services	
FPDS Code	Description
D301	Automatic Data Processing Facility Management <ul style="list-style-type: none"> Facility Management
D302	Automatic Data Processing Systems Development <ul style="list-style-type: none"> Systems Development Services
D306	Automatic Data Processing System Analysis Services

SIN 54151S Information Technology Professional Services	
FPDS Code	Description
	<ul style="list-style-type: none"> • Systems Analysis Services
D307	Automated Information System Design and Integration Services <ul style="list-style-type: none"> • Automated Information Systems Services
D308	Automatic Data Processing Programming Services <ul style="list-style-type: none"> • Programming Services
D310	Automatic Data Processing Backup & Security Services <ul style="list-style-type: none"> • Backup and Security Services
D311	Automatic Data Processing Data Conversion Services <ul style="list-style-type: none"> • Data Conversion Services
D316	Telecommunication Network Management Services <ul style="list-style-type: none"> • IT Network Management Services
D318	IT & Telecommunications - Integrated hardware/software/services solutions
D319	IT & Telecommunications - Annual software maintenance service plans
D320	IT & Telecommunications - Annual hardware maintenance service plans
D321	IT & Telecommunications - Help desk
D322	IT & Telecommunications - Internet
D324	IT & Telecommunications - Business continuity
D325	IT & Telecommunications - Data centers and storage
D399	Other Computer Services <ul style="list-style-type: none"> • Other Information Technology Services, Not Elsewhere Classified
<p>NOTE 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.</p> <p>NOTE 2: This solicitation is not intended to solicit for the reselling of it professional services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances, the services must be performed by the publisher or manufacturer or one of their authorized agents.</p>	

CyberDefenses is a Service Disabled Veteran Owned Small Business (SDVOSB)

Why work with a Service-Disabled Veteran-Owned Small Business (SDVOSB)?



For government customers working with SDVOSB:

This procurement program provides that Federal contracting officers may restrict competition to SDVOSBs and award a sole source or set-aside contract where certain criteria are met. For large businesses and non-Service-Disabled Veteran-Owned businesses:

- By partnering with an SDVOSB such as CyberDefenses, large businesses and non-SDVO small businesses can participate on contracts for which they would otherwise be Ineligible to compete.
- Hundreds of opportunities are set-aside each month specifically for SDVOSBs.
- Partnering an SDVOSB enhances your relationships with the various federal contracting agencies.
- Many agencies struggle to meet their 3% quotas for SDVOSB contracts.

What defines a service-disabled veteran owned small business (SDVOSB)?

The Small Business Act defines an SDVOSB as a business that is:

- at least 51% owned directly and unconditionally by a service-disabled veteran
- managed and controlled by a service-disabled veteran, or spouse or permanent caregiver of a service-disabled veteran with a permanent and severe disability. (See 13 C.F.R. 125.8-125.10)

The purpose of the service-disabled veteran-owned small business program is to provide procuring agencies with the authority to set acquisitions aside for exclusive competition among service-disabled veteran-owned small businesses, as well as the authority to make sole source awards to service-disabled veteran-owned small businesses if certain conditions are met.

Table of Contents

CUSTOMER INFORMATION	1
1.A. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINS):	1
1.B. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:	1
1.C. HOURLY RATES: (SERVICES ONLY):	1
2. MAXIMUM ORDER*:	1
3. MINIMUM ORDER:	2
4. GEOGRAPHIC COVERAGE:	2
5. POINT(S) OF PRODUCTION:	2
6. DISCOUNT FROM LIST PRICES:	2
7. QUANTITY DISCOUNT(S):	2
8. PROMPT PAYMENT TERMS.	2
9.A. GOVERNMENT PURCHASE CARDS ARE ACCEPTED AT OR BELOW THE MICRO-PURCHASE THRESHOLD.	2
9.B. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD. ..	3
10. FOREIGN ITEMS (LIST ITEMS BY COUNTRY OF ORIGIN).	3
11.A. TIME OF DELIVERY. (CONTRACTOR INSERT NUMBER OF DAYS.)	3
11.B. EXPEDITED DELIVERY:	3
11.C. OVERNIGHT AND 2-DAY DELIVERY:	3
11.D. URGENT REQUIRMENTS:	3
12. F.O.B. POINT(S).	4
13.A. ORDERING ADDRESS(ES).	4
13.B. ORDERING PROCEDURES:	4
14. PAYMENT ADDRESS(ES)	4
15. WARRANTY PROVISION	4

16.	<u>EXPORT PACKING CHARGES.</u>	<u>4</u>
17.	<u>TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE</u>	<u>4</u>
18.	<u>TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE).</u>	<u>4</u>
19.	<u>TERMS AND CONDITIONS OF INSTALLATION.....</u>	<u>5</u>
20.	<u>TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES.</u>	<u>5</u>
20.A.	<u>TERMS AND CONDITIONS FOR ANY OTHER SERVICES.</u>	<u>5</u>
21.	<u>LIST OF SERVICE AND DISTRIBUTION POINTS.</u>	<u>5</u>
22.	<u>LIST OF PARTICIPATING DEALERS.</u>	<u>5</u>
23.	<u>PREVENTIVE MAINTENANCE (IF APPLICABLE).....</u>	<u>5</u>
24.	<u>SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES.....</u>	<u>5</u>
25.	<u>DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER.....</u>	<u>5</u>
26.	<u>NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.</u>	<u>5</u>
<u>TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411).....</u>		
1.	<u>MATERIAL AND WORKMANSHIP</u>	<u>6</u>
2.	<u>ORDER.....</u>	<u>6</u>
3.	<u>TRANSPORTATION OF EQUIPMENT FOB DESTINATION.....</u>	<u>6</u>
4.	<u>INSTALLATION AND TECHNICAL SERVICES.....</u>	<u>6</u>
5.	<u>INSPECTION/ACCEPTANCE</u>	<u>7</u>
6.	<u>WARRANTY</u>	<u>7</u>
7.	<u>PURCHASE PRICE FOR ORDERED EQUIPMENT</u>	<u>8</u>
8.	<u>RESPONSIBILITIES OF THE CONTRACTOR.....</u>	<u>8</u>
9.	<u>TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT.....</u>	<u>8</u>
<u>SOPHOS GSA EULA, VERSION: 2 DECEMBER 2016 APPROVED DECEMBER 11, 2017 SOPHOS END USER LICENSE AGREEMENT (EULA)</u>		
		<u>9</u>

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212) 44

<u>1. SERVICE AREAS</u>	<u>44</u>
<u>2. MAINTENANCE ORDER</u>	<u>44</u>
<u>3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS</u>	<u>45</u>
<u>4. LOSS OR DAMAGE</u>	<u>45</u>
<u>5. SCOPE.....</u>	<u>45</u>
<u>6. RESPONSIBILITIES OF THE ORDERING ACTIVITY.....</u>	<u>46</u>
<u>7. RESPONSIBILITIES OF THE CONTRACTOR.....</u>	<u>46</u>
<u>8. MAINTENANCE RATE PROVISIONS</u>	<u>47</u>
<u>9. REPAIR SERVICE RATE PROVISIONS</u>	<u>47</u>
<u>10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS</u>	<u>49</u>
<u>11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS.....</u>	<u>49</u>
<u>12. INVOICES AND PAYMENTS</u>	<u>50</u>

TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (SPECIAL ITEM NUMBER 511210)..... 68

<u>1. INSPECTION/ACCEPTANCE</u>	<u>68</u>
<u>2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)</u>	<u>68</u>
<u>3. GUARANTEE/WARRANTY.....</u>	<u>68</u>
<u>4. TECHNICAL SERVICES.....</u>	<u>68</u>
<u>5. SOFTWARE MAINTENANCE</u>	<u>68</u>
<u>6. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 511210, AND SIN 132-34)</u>	<u>69</u>
<u>7. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 511210)</u>	<u>70</u>
<u>8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY.....</u>	<u>70</u>
<u>9. RIGHT-TO-COPY PRICING.....</u>	<u>70</u>

TERMS AND CONDITIONS APPLICABLE TO HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS)
(SPECIAL ITEM NUMBERS 54151HACS) 77

<u>1. SCOPE.....</u>	<u>77</u>
<u>2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)</u>	<u>78</u>
<u>3. ORDER.....</u>	<u>79</u>
<u>4. PERFORMANCE OF SERVICES.....</u>	<u>79</u>
<u>5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)</u>	<u>79</u>
<u>6. INSPECTION OF SERVICES</u>	<u>80</u>
<u>7. RESPONSIBILITIES OF THE CONTRACTOR.....</u>	<u>80</u>
<u>8. RESPONSIBILITIES OF THE ORDERING ACTIVITY.....</u>	<u>81</u>
<u>9. INDEPENDENT CONTRACTOR</u>	<u>81</u>
<u>10. ORGANIZATIONAL CONFLICTS OF INTEREST</u>	<u>81</u>
<u>11. INVOICES</u>	<u>82</u>
<u>12. PAYMENTS</u>	<u>82</u>
<u>13. RESUMES.....</u>	<u>82</u>
<u>14. INCIDENTAL SUPPORT COSTS</u>	<u>82</u>
<u>15. APPROVAL OF SUBCONTRACTS</u>	<u>82</u>
<u>16. DESCRIPTION OF IT SERVICES AND PRICING</u>	<u>82</u>

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
(SPECIAL ITEM NUMBER 54151S) 95

<u>1. SCOPE.....</u>	<u>95</u>
<u>2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)</u>	<u>95</u>
<u>3. ORDER.....</u>	<u>95</u>
<u>4. PERFORMANCE OF SERVICES.....</u>	<u>96</u>
<u>5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)</u>	<u>96</u>
<u>6. INSPECTION OF SERVICES</u>	<u>97</u>

7.	<u>RESPONSIBILITIES OF THE CONTRACTOR.....</u>	<u>97</u>
8.	<u>RESPONSIBILITIES OF THE ORDERING ACTIVITY.....</u>	<u>97</u>
9.	<u>INDEPENDENT CONTRACTOR</u>	<u>97</u>
10.	<u>ORGANIZATIONAL CONFLICTS OF INTEREST</u>	<u>97</u>
11.	<u>INVOICES</u>	<u>98</u>
12.	<u>PAYMENTS</u>	<u>98</u>
13.	<u>RESUMES.....</u>	<u>98</u>
14.	<u>INCIDENTAL SUPPORT COSTS</u>	<u>99</u>
15.	<u>APPROVAL OF SUBCONTRACTS</u>	<u>99</u>
16.	<u>DESCRIPTION OF IT SERVICES AND PRICING</u>	<u>99</u>
	<u>IT MANAGED SERVICES</u>	<u>99</u>
	<u>INFORMATION ASSURANCE.....</u>	<u>100</u>
	<u>TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) TRAINING (SPECIAL ITEM NUMBER 611420)</u>	<u>112</u>
1.	<u>SCOPE.....</u>	<u>112</u>
2.	<u>ORDER.....</u>	<u>112</u>
3.	<u>TIME OF DELIVERY</u>	<u>112</u>
4.	<u>CANCELLATION AND RESCHEDULING</u>	<u>112</u>
5.	<u>FOLLOW-UP SUPPORT</u>	<u>113</u>
6.	<u>LIABILITY FOR INJURY OR DAMAGE.....</u>	<u>113</u>
7.	<u>PURCHASE PRICE FOR TRAINING</u>	<u>113</u>
8.	<u>INVOICES AND PAYMENT.....</u>	<u>113</u>
9.	<u>FORMAT AND CONTENT OF TRAINING.....</u>	<u>113</u>
10.	<u>“NO CHARGE” TRAINING.....</u>	<u>114</u>

CUSTOMER INFORMATION

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

SIN	Description
OLM	OLM Order-Level Materials (OLMs)
SIN 33411	Purchase of New Electronic Equipment
SIN 511210	Software Licenses
SIN 54151HACS	Highly Adaptive Cybersecurity Services (HACS)
SIN 54151S	Information Technology Professional Services
SIN 611420	Training Courses
SIN 811212	Maintenance, Repair Service and Repair. Parts/Spare Parts

1.b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN	Description	Rate
OLM		
SIN 33411		
SIN 511210	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Education	\$27.11
SIN 54151HACS	Security Program Manager (Junior)	\$99.69/hr
SIN 54151S	Junior Project Manager	\$41.86/hr
SIN 611420	Intro to Threat Intelligence	\$712.50
SIN 811212	Sophos Central Server Protection Standard - 50-99 Servers - 12 Months - Renewal - Education	\$23.93

1.c. HOURLY RATES: (Services Only):

See Special Item No. 54151HACS HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS), Para 16.b for our Labor Categories and Rates.

See Special Item No. 54151S INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES, Para 16.b for our Labor Categories and Rates.

2. MAXIMUM ORDER*:

SINs (51120, 54151HACS, 54151S, 811212) \$500,000 per SIN. (All dollar amounts are exclusive of any discount for prompt payment.)

SIN 611420 \$250,000 (All dollar amounts are exclusive of any discount for prompt payment.)

NOTE TO ORDERING ACTIVITIES: *If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may:

- (1) offer a new price for this requirement
- (2) offer the lowest price available under this contract or
- (3) decline the order.

A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER:

For all SINs the minimum dollar value of orders to be issued is \$100.

4. GEOGRAPHIC COVERAGE:

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

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

5. POINT(S) OF PRODUCTION:

Round Rock, Texas

6. DISCOUNT FROM LIST PRICES:

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

7. QUANTITY DISCOUNT(S):

Quantity – none

8. PROMPT PAYMENT TERMS.

Prompt Payment: 2% - 10 days from receipt of invoice or date of acceptance, whichever is later.

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.a. Government purchase cards are accepted at or below the micro-purchase threshold.

9.b. Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).

Not Applicable

11.a. Time of delivery. (Contractor insert number of days.)

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
OLM	As agreed upon between the ordering agency and CyberDefenses, Inc.
33411	30
811212	30
511210	30
54151S	As agreed upon between the ordering agency and CyberDefenses, Inc.
54151HACS	As agreed upon between the ordering agency and CyberDefenses, Inc.
611420	As agreed upon between the ordering agency and CyberDefenses, Inc.

11.b. EXPEDITED DELIVERY:

Some items may be available for expedited delivery. Contact the Contractor for rates.

11.c. OVERNIGHT AND 2-DAY DELIVERY:

Overnight and 2-day delivery are available. Contact the Contractor for rates.

11.d. URGENT REQUIRMENTS:

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

12. F.O.B. POINT(S).

Destination.

13.a. ORDERING ADDRESS(ES).

CyberDefenses, Inc.
1 Chisholm Trail, Ste 327
Round Rock, TX 78681
Phone: 512-255-3700 Fax: 512-479-5952
Email: Info@cyberdefenses.com

13.b. ORDERING PROCEDURES:

Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules).

14. PAYMENT ADDRESS(ES).

CyberDefenses, Inc.
1 Chisholm Trail, Ste. 327
Round Rock, TX 78681

15. WARRANTY PROVISION.

Standard manufacturer's warranty.

16. EXPORT PACKING CHARGES.

Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE

No Restrictions.

18. Terms and conditions of rental, maintenance, and repair (if applicable).

Not Applicable.

19. Terms and conditions of installation.

See Pricelist.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.

Not Applicable.

20.a. Terms and conditions for any other services.

See Pricelist.

21. List of service and distribution points.

See Pricelist.

22. List of participating dealers.

Not Applicable.

23. Preventive maintenance (if applicable).

See Pricelist.

24. Special attributes such as environmental attributes

Not Applicable.

25. Data Universal Number System (DUNS) number.

144574410

26. Notification regarding registration in System for Award Management (SAM) database.

Currently registered in SAM.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE
COMMERCIAL INFORMATION TECHNOLOGY NEW ELECTRONIC EQUIPMENT
(SPECIAL ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT FOB DESTINATION.

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds

\$2,000, then the requirement of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights:

- (1) within a reasonable time after the defect was discovered or should have been discovered; and
- (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty for non-Sophos items will be performed at the Contractor's plant, the address is as follows:
CyberDefenses, Inc., 1205 Sam Bass Road, Suite 300, Round Rock, Texas 78681.
- e. If inspection and repair of defective equipment under this warranty for Sophos Products will be performed at Sophos RMA location.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**Sophos GSA EULA, version: 2 December 2016 approved December 11, 2017
Sophos End User License Agreement (EULA)**

THIS AGREEMENT is effective as of the date of both parties' duly authorized signatures below, and is between

- (1) **SOPHOS LIMITED** a company incorporated in England and Wales with registered number 2096520 with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP; and
- (2) an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time).

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 'Affiliates' means, with respect to each party, entities that control, are controlled by, or are under common control with such party. For the purposes of this definition, "control" means the beneficial ownership of more than fifty per cent (50%) of the voting power or equity in an entity.

1.2 'Computer' means any device or computing environment which benefits from the Licensed Product (for example but without limitation, workstations, personal computers, laptops, netbooks, tablets, smartphones, and environments connected to an email server, an internet proxy or a gateway device, or a database). The Licensed Product does not have to be physically installed on the computer environment to provide benefit, nor is there a requirement for the computing hardware to be owned by the Licensee. The term Computer as defined herein includes, without limitation, non-persistent deployments, electronic devices that are capable of retrieving data, and virtual machines.

1.3 'Consumer' means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

1.4 'Documentation' means the formal Product documentation (whether electronic or printed) published by Sophos for each Product.

1.5 'Fee' means the fee payable for the Product, enhanced support package, Maintenance subscription, and/or extended Maintenance subscription.

1.6 'Hardware' means the hardware Product itself, together with any related components (including but not limited to power supply modules, disk drives in carriers, ship kits and rack mount kits).

1.7 'License Agreement' means this Sophos license agreement and the Schedule.

1.8 'License Entitlement' has the meaning in Clause 3.2 below.

1.9 'Licensed Products' means all or each (as the context so allows) of those software programs which are listed on the Schedule and/or installed on the Hardware provided to Licensee, together with the Documentation and any of the Upgrades and Updates to those programs, but excluding any third party software as described in Clause 9.

1.10 'Licensee' means an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time).

1.11 'Maintenance' means collectively Upgrades and/or Updates (where applicable to the Product), SMS message processing (where applicable to the Product), and standard technical support as further described in Clause 4.

1.12 'Outsourced Provider' means a third party to whom Licensee or Licensee's Affiliates have outsourced their information technology functions.

1.13 'Partner' means a reseller, distributor or other third party from which Licensee obtains Sophos Products.

1.14 'Product' means the Licensed Product, media and/or Hardware, as applicable.

1.15 'Product Term' has the meaning set out in Clause 3.1 of this License Agreement.

1.16 "Sanctions and Export Control Laws" means any law, regulation, statute, prohibition, or wider measure applicable to Products and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures.

1.17 'Schedule' means the order confirmation or license certificate issued by Sophos which details the Product(s) licensed by Licensee and corresponding Product Term, License Entitlement and license credentials, and which forms part of this License Agreement. The term 'Schedule' is differentiated from the term 'GSA Schedule contract.'

1.18 'Server' means a Computer upon which the Licensed Product is installed and from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product, then the Computer is not considered a Server.

1.19 'Sophos' means Sophos Limited (a company registered in England and Wales number 02096520) with its registered office at The Pentagon, Abingdon Science Park, Abingdon, Oxfordshire, OX14 3YP, UK.

1.20 'Update' means an update to the library of rules and/or identities and/or other updates to the detection data or software (excluding Upgrades) made available to Licensee by Sophos at its sole discretion from time to time, but excluding any updates marketed and licensed by Sophos for a separate Fee.

1.21 'Upgrade' means any enhancement or improvement to the functionality of the Product, Product version or Product feature made available to Licensee by Sophos at its sole discretion from time to time, but excluding any software and/or upgrades marketed and licensed by Sophos for a separate Fee.

1.22 'User' means an employee, consultant or other individual who benefits from the Product licensed to Licensee.

2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP

The Products, including without limitation all know-how, concepts, logic and specifications, are proprietary to Sophos and its licensors and are protected throughout the world by copyright and other intellectual property rights. Licensee hereby agrees not to remove any product identification or notices of proprietary restrictions. Further, Licensee hereby acknowledges and agrees that the right, title and interest in the Products and in any modifications made by Licensee to the Products, as provided for below in this License Agreement, is retained by Sophos. No license, right or interest in Sophos's logos or trademarks is granted to Licensee under this License Agreement. Licensed Products are licensed, not sold. Except as expressly stated in this License Agreement, no license or right is granted directly or by implication, inducement, estoppel, or otherwise.

3. RIGHTS AND RESTRICTIONS

3.1 Term.

3.1.1 This License Agreement is effective from the moment of acceptance and shall remain in force until the earlier of (i) expiry of the Product Term of all items purchased hereunder, or (ii) termination of this License Agreement in accordance with the terms and conditions of the GSA Schedule contract.

3.1.2 Unless this License Agreement is terminated earlier (i) the Product Term for fixed term subscription-based Licensed Products, Maintenance packages and support packages shall commence on the start date and end on the expiry date noted on the Schedule, and (ii) the Product Term for Products that are billed on a rolling monthly basis shall commence on the date of purchase and continue for the duration of the monthly payments (subject to any minimum subscription term that may be noted on the Schedule), and (iii) where expressly noted in the Schedule or the Licensing Guidelines attached hereto as Exhibit A, the Product Term shall be perpetual (each the “Product Term”).

3.1.3 In consideration of the payment of the Fee by Licensee and receipt of the corresponding payment by Sophos, Sophos hereby grants to Licensee a non-exclusive right to use the Products for their respective Product Term subject to the terms and conditions contained within this License Agreement.

3.2 License Entitlement and Usage.

The Products are licensed by User, Computer, Server or other applicable units, as specified in the Licensing Guidelines attached hereto as Exhibit A. The Schedule specifies the number of applicable units that the Licensee has ordered for each Product (the “License Entitlement”). The Licensee’s actual usage may not exceed the License Entitlement at any time or under any circumstances. If Licensee wishes to increase its actual usage, Licensee must first purchase the corresponding additional License Entitlement.

3.3 Rights. Licensee is permitted to:

3.3.1 except in relation to any use of the Products under Clauses 15.5, 15.7 and 15.8, use the Products for the internal business purposes of Licensee and its Affiliates, relating specifically to the integrity of their systems, networks, documents, emails and other data;

3.3.2 transfer a perpetual term Licensed Product to another person, provided that (i) the entire License Entitlement is transferred to a single recipient and is not sub-divided, (ii) the Licensed Product is deleted by the Licensee at the time of transfer, (iii) the Licensee passes full details of the recipient to Sophos, and (iv) the recipient agrees to be bound by the terms and conditions of this License Agreement, including without limitation Clause 11. Subscription-based Licensed Products may only be transferred with the prior written consent of Sophos; and

3.3.3 make a reasonable number of copies of the Licensed Products or any part thereof for backup or disaster recovery purposes provided that Licensee reproduces Sophos’s proprietary notices on any such backup copy of the Licensed Products. Such restriction shall not prevent Licensee from backing up or archiving Licensee’s data.

3.4 Restrictions. Licensee is not permitted to:

3.4.1 modify or translate the Products (i) except as necessary to configure the Licensed Products using the menus, filters, options and tools provided for such purposes and contained in the Product, and (ii) in relation to the Documentation, except as necessary to produce and adapt manuals and/or other documentation for Licensee’s internal business purposes;

3.4.2 reverse engineer, disassemble (including without limitation, removing the covering plates which bar access to the Hardware ports and/or accessing internal components of the Hardware) or decompile the Products or any portion thereof or otherwise attempt to derive or determine the source code or the logic therein except to the extent that such restriction is prohibited by applicable law;

3.4.3 except to the extent expressly stated otherwise in this License Agreement, use Products for which Licensee has not paid and Sophos has not received the applicable Fees;

3.4.4 sub-license, rent, sell, lease, distribute, transfer, transmit, embed, provide access to, or otherwise use the Products for the benefit of third parties as part of a service bureau arrangement or otherwise, except as expressly provided under this License Agreement and/or unless Licensee enters into a separate agreement with Sophos for such purposes;

3.4.5 use the Products other than in the course of business unless and to the extent that such Products have been expressly licensed for employee personal use or Consumer use in accordance with Clauses 15.5, 15.7 and 15.8;

3.4.6 use the Products in or in association with safety critical applications where the failure of the Products to perform can reasonably be expected to result in a physical injury, or in loss of property, or loss of life. Any such use is entirely at Licensee's own risk, and Licensee agrees to hold Sophos harmless from and hereby releases Sophos from any and all claims or losses relating to such unauthorized use; and/or

3.4.7 use the Products for the purposes of competing with Sophos, including without limitation competitive intelligence (except to the extent that this restriction is prohibited by applicable law).

3.5 Permitted Third Party Usage.

Licensee may permit its Affiliates and Outsourced Providers to use the Products provided that (i) Licensee shall provide prior written notice to Sophos, (ii) the Affiliates and Outsourced Providers shall only use and/or operate the Products for the internal business purposes of Licensee and its Affiliates, (iii) the actual usage of the Products by Licensee, Licensee's Affiliates and Outsourced Providers in aggregate shall not exceed the License Entitlement purchased by the Licensee, (iv) Licensee shall ensure that its Affiliates and the Outsourced Providers are aware of and comply with the terms and conditions of this License Agreement; and, (v) to the extent permitted by applicable law, Licensee shall be responsible for, and hold Sophos harmless from, the acts and omissions of its Affiliates and Outsourced Providers relating to use of the Products. Where a reseller, service provider, consultant, contractor or other party downloads, installs, manages or otherwise uses the Products on Licensee's behalf, such party will be deemed to be Licensee's agent and (i) Licensee will be deemed to have accepted all of the terms and conditions of this License Agreement, and (ii) to the extent permitted by applicable law, Licensee, not Sophos, shall be responsible for the acts or omissions of such party in relation to its management or use of the Products on Licensee's behalf.

3.6 Licensee acknowledges and agrees that (i) it is only entitled to use the Products listed in the Schedule, and (ii) it has not based its purchasing decision on the future availability of any new products and/or additional features, components or versions of the Products, nor on any oral or written public comments made by Sophos regarding future functionality or features.

3.7 Licensee is solely responsible for its compliance with the applicable terms and conditions of any third party agreements for hardware, software, connectivity and any other third party products and services.

4. MAINTENANCE AND SUPPORT

4.1 If the Licensee has purchased a Sophos Firewall, Sophos Firewall Manager, Sophos iView or Sophos UTM Licensed Product, Maintenance is included for the first 90 days from the date of purchase. Separate Maintenance packages are available for purchase. For all other subscription term Licensed Products, Maintenance is included for the duration of the Product Term.

4.2 If the Licensee has purchased a perpetual term Licensed Product, Maintenance is not included. Except to the extent prohibited by applicable law, (i) Licensee must purchase a separate Maintenance package on a subscription term basis which is equal to the number of perpetual license units purchased, and (ii) if the Licensee's Maintenance subscription has lapsed and Licensee wishes to renew it, Sophos reserves the right to charge Licensee a reinstatement charge in accordance with its then current price list.

4.3 Maintenance includes standard/base level technical support. Enhanced technical support packages are available subject to payment by Licensee and receipt by Sophos of the corresponding Fee. Standard and enhanced technical support packages are described in Exhibit B attached hereto.

4.4 If Maintenance is discontinued in accordance with Clause 8 below, Sophos may (in its sole discretion) offer extended Maintenance packages beyond the published discontinuation date in consideration for an extended Maintenance subscription Fee.

4.5 Sophos reserves the right in its discretion to limit the number of Users who may contact Sophos technical support.

4.6 Any custom or sample code, files or scripts ("Fixes") provided by Sophos as part of the provision of technical support which do not form part of its standard commercial offering may only be used in conjunction with the Product for which they were developed, during the relevant Product Term, and subject to the provisions of Clause 15.6.

5. WARRANTIES AND INDEMNITY

5.1 Without limiting Clause 15.8.1, Sophos warrants to Licensee only that for a period of ninety (90) days from the date of purchase (the "Licensed Products Warranty Period"): (i) the Licensed Products will perform substantially in accordance with the Documentation provided that they are operated in accordance with the Documentation on the designated operating system(s); and (ii) the Documentation will adequately describe the operation of the Licensed Products in all material respects.

5.2 If Licensee notifies Sophos in writing of a breach of warranty under Clause 5.1 during the Licensed Products Warranty Period, Sophos's entire liability and Licensee's sole remedy shall be at Sophos's option: (i) to correct, repair or replace the Licensed Product and/or Documentation within a reasonable time, or (ii) to authorize a pro rata refund of the Fee following return of the relevant Licensed Product accompanied by proof of purchase. Any replacement Licensed Products shall be warranted for the remainder of the original Licensed Products Warranty Period.

5.3 The warranty in Clause 5.1 shall not apply if (i) the Licensed Product has not been used in accordance with the terms and conditions of this Agreement and the Documentation, (ii) the issue has been caused by failure of the Licensee to apply Updates, Upgrades or any other action or instruction recommended by Sophos, (iii) the issue has been caused by the act or omission of, or by any materials supplied by, the Licensee or any third party, or (iv) the issue results from any cause outside of Sophos's reasonable control.

5.4 Subject to Clauses 5.5 to 5.7 inclusive below, Sophos shall indemnify, and hold Licensee harmless from any claim or proceeding alleging that Licensee's use or possession of the Licensed Product in accordance with the terms and conditions of this License Agreement infringes any third party patent, trademark or copyright.

5.5 Licensee shall not be entitled to the benefit of the indemnity in Clause 5.4 if (i) Licensee fails to notify Sophos in writing within ten (10) days of Licensee being notified of any such claim or proceeding, (ii) Licensee does not at the written request of Sophos immediately cease to use or possess the Product on any such claim being made, (iii) Licensee, without the prior written consent of Sophos, acknowledges the validity of or takes any action which might impair the ability of Sophos to contest the claim or proceedings if it so elects, (iv) the infringement arises due to modification of the Product by anyone other than Sophos, use of the Product other than in accordance with the Documentation, or use of the Product with any hardware, software or other component not provided by Sophos, and the infringement would not have arisen without such use or modification, or (v) the claim is raised based on use or possession in a country that is not a party to the World Intellectual Property Organization (WIPO) treaties on patents, trademarks and copyrights.

5.6 If any such claim or proceeding referred to in Clause 5.4 is made against Licensee, Sophos alone shall have the right (in its sole discretion):

5.6.1 to (i) procure a license so that Licensee's use, possession and distribution of the Product in accordance with the terms and conditions of this License Agreement does not infringe any third party patents, trademarks or copyrights, or (ii) modify or replace the Product with a functionally equivalent Product so that it no longer infringes a third party's patents, trademarks or copyrights. If Sophos cannot achieve Clause 5.6.2 (i) or (ii) above on a commercially reasonable basis, Sophos may terminate the license to use the Product upon notice to Licensee and provide a pro rata refund of Fees paid for such Product which (i) relates to the period after the date of termination in the case of subscription term Products, and (ii) is depreciated on a straight line five (5) year basis commencing on the date of purchase in the case of perpetual term Products.

6. DISCLAIMER OF WARRANTIES

6.1 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN CLAUSE 5.1 ABOVE AND CLAUSES 15.2.6 AND 15.8.1 BELOW, SOPHOS AND ANY OF ITS THIRD-PARTY LICENSORS AND SUPPLIERS AND THE CONTRIBUTORS OF CERTAIN INCLUDED SOFTWARE MAKE NO WARRANTIES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, IN RELATION TO THE PRODUCT OR ANY THIRD PARTY SOFTWARE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO LICENSEE AND LICENSEE MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

6.2 WITHOUT LIMITATION TO THE FOREGOING, BUT SUBJECT TO CLAUSE 15.8.1, SOPHOS DOES NOT WARRANT OR REPRESENT THAT (i) THE PRODUCT WILL MEET LICENSEE'S REQUIREMENTS, (ii) THE OPERATION OF THE PRODUCT WILL BE ERROR FREE OR UNINTERRUPTED, (iii) DEFECTS IN THE PRODUCT WILL BE CORRECTED, (iv) THE PRODUCTS WILL DETECT, CORRECTLY IDENTIFY AND/OR DISINFECT ALL THREATS, APPLICATIONS (WHETHER MALICIOUS OR OTHERWISE) OR OTHER COMPONENTS, (v) LICENSEE IS ENTITLED TO BLOCK ANY THIRD PARTY APPLICATIONS, OR (vi) THAT LICENSEE IS ENTITLED TO ENCRYPT OR DECRYPT ANY THIRD PARTY INFORMATION.

6.3 LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT LICENSEE SHALL BE SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL OF ITS DATA AND THAT LICENSEE SHALL TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. SUBJECT TO CLAUSE 15.8, SOPHOS AND ITS THIRD PARTY LICENSORS ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED.

7. LIMITATION OF LIABILITY

7.1 LICENSEE USES THE PRODUCT AT LICENSEE'S OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SOPHOS OR ANY OF ITS THIRD-PARTY LICENSORS AND SUPPLIERS OR THE CONTRIBUTORS OF CERTAIN INCLUDED SOFTWARE BE LIABLE TO LICENSEE FOR, OR TO THOSE CLAIMING THROUGH LICENSEE FOR, ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE, INCLUDING WITHOUT LIMITATION ANY LOSS OR DAMAGE RELATED TO ANY THIRD PARTY SOFTWARE EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 7.1 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

7.2 IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN THIS LICENSE AGREEMENT IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN



CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LESSER OF (i) THE FEE PAID BY LICENSEE AND (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT.

7.3 IN NO EVENT SHALL SOPHOS'S AGGREGATE LIABILITY TO LICENSEE ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EXCEED THE LESSER OF (i) THE FEE PAID BY LICENSEE AND (ii) SOPHOS'S LIST PRICE FOR THE PRODUCT.

7.4 SOPHOS DOES NOT LIMIT OR EXCLUDE ITS LIABILITY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, (ii) FRAUDULENT MISREPRESENTATION, OR (iii) ANY OTHER LIABILITY TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

7.5 THIS LICENSE AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS LICENSE AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

8. PRODUCT CHANGES

Licensee acknowledges and agrees that Sophos may vary, Update or discontinue Products, Product versions, Product features, Product support, Product Maintenance, and support for third party products (including without limitation operating systems and platforms) from time to time for reasons including but not limited to changes in demand, security and technology. Sophos will publish the date(s) of planned discontinuation at: <http://www.sophos.com/en-us/support>. Sophos recommends that the Licensee always uses the latest Product, Product version and/or third party product, as applicable.

9. THIRD PARTY SOFTWARE

The Products may operate or interface with software or other technology that is licensed to Sophos from third parties, which is not proprietary to Sophos, but which Sophos has the necessary rights to license to Licensee. Licensee agrees that (a) it will use such third party software in accordance with this License Agreement, (b) no third party licensor makes any warranties, conditions, undertakings or representations of any kind, either express or implied, to Licensee concerning such third party software or the Products themselves, (c) no third party licensor will have any obligation or liability to Licensee as a result of this License Agreement or Licensee's use of such third party software, and (d) the third party licensor is a beneficiary of this License Agreement and accordingly may enforce the terms and conditions herein to the extent necessary to protect its rights in relation to the third party software. If a license applicable to and included with such third party software permits use and redistribution of the third party software separate from the Products, this License Agreement should not be interpreted to restrict such use and redistribution.

10. GOVERNMENT RIGHTS; NON-WAIVER OF GOVERNMENT IMMUNITY

10.1 If Licensee is an agency or other part of the U.S. Government, the Licensed Products and the Documentation are commercial computer software and commercial computer software documentation and their use, duplication and disclosure are subject to the terms of this License Agreement per FAR 12.212 or DFARS 227.7202-3, as amended, or equivalent provisions of agencies that are exempt from the FAR or that are U.S. state or local government agencies. Other terms or modifications to this License Agreement may apply to government agencies and Users and are addressed in the relevant EULA Addendum for Government Licensees or Users attached hereto as Exhibit C.

10.2 If Licensee is a federal, state, or other governmental instrumentality, organization, agency, institution, or subdivision, the limitations of liability and any Licensee's indemnity obligations proclaimed herein shall apply only in the manner and to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any.

11. EXPORT CONTROL, ANTI-BRIBERY AND COMPLIANCE WITH APPLICABLE LAWS

11.1 Licensee hereby agrees that (i) it will comply with all applicable Sanctions and Export Control Laws, (ii) it is solely responsible for ensuring that the Product is used, disclosed and/or transported only in accordance with all applicable Sanctions and Export Control Laws, and (iii) it will not re-export or transfer the Product, in any form, directly or indirectly, to any person or entity based in Cuba, Iran, Syria, Sudan, South Sudan or North Korea. Further details are available at <http://www.sophos.com/en-us/legal/export.aspx>.

11.2 Each party warrants that in entering into this License Agreement neither the party nor any of its officers, employees, agents, representatives, contractors, intermediaries or any other person or entity acting on its behalf has taken or will take any action, directly or indirectly, that contravenes (i) the United Kingdom Bribery Act 2010, or (ii) the United States Foreign Corrupt Practices Act 1977, or (iii) any other applicable anti-bribery laws or regulations anywhere in the world.

11.3 Licensee warrants that its use and possession of the Products is and will continue to be in accordance with all other applicable laws and regulations. In particular but without limitation, Licensee acknowledges and agrees that it may be necessary under applicable law for Licensee to inform and/or obtain consent from individuals before it intercepts, accesses, monitors, logs, stores, transfers, exports, blocks access to, and/or deletes their communications. Licensee is solely responsible for compliance with such laws.

11.4 ANY BREACH OF THIS CLAUSE 11 BY LICENSEE SHALL BE A MATERIAL BREACH. In addition, Licensee agrees (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) to hold Sophos harmless from and against any claim, proceeding, loss, liability, cost or damage suffered or incurred by Sophos resulting from or related to Licensee's violation of this Clause 11.

12. TERMINATION

12.1 Termination of this License Agreement may be conducted in accordance with the GSA Schedule contract terms and conditions.

12.2 Licensee may also terminate the license for the applicable Licensed Product(s) at any time by uninstalling and destroying the relevant Licensed Product and all copies of it.

12.3 Within one (1) month after the date of termination of this License Agreement or the applicable Product Term, Licensee must supply Sophos with written certification of the destruction of all partial and complete copies of the applicable Licensed Product. In the case of encryption Products, Licensee shall decrypt all encrypted drives and data prior to uninstalling and destroying the Product.

12.4 Licensee's right to use and access the Products will automatically terminate on expiry of the applicable Product Term or this License Agreement (whichever is the earlier) unless and until Licensee renews Licensee's license for the Products.

12.5 Except as expressly set forth herein, all Fees paid or payable are non-refundable to the maximum extent permitted by law.

13. CONFIDENTIALITY AND DATA PROTECTION

13.1 The Licensee may receive or have access to confidential information under or in relation to this License Agreement that is secret and valuable to Sophos and its licensors. Licensee is not entitled to use or disclose that confidential information other than strictly in accordance with the terms and conditions of this License Agreement.

13.2 Licensee acknowledges and agrees that Sophos may directly and remotely communicate with the Products in order to provide Maintenance and technical support, and to collect the following types of information: (i) Products, Product versions, Product features and operating systems being used by Licensee, (ii) processing times taken by the Product, (iii) Licensee's customer identification code and company name, and (iv) IP address and/or ID of the machine which returns the above listed information. Certain Products may require the collection of additional information as detailed in the Sophos privacy policy attached hereto as Exhibit D (the "Privacy Policy").

13.3 The information collected under Clause 13.2 may be used for the purposes of (i) providing the Products and performing this License Agreement, (ii) verifying Licensee's compliance with the License Entitlement, (iii) evaluating and improving the performance of the Products, (iv) preparing statistical analysis (such as malware infection rates and the usage of Products), (v) planning development roadmaps and product lifecycle strategies, (vi) issuing alerts and notices to Licensee about incidents and product lifecycle changes which affect the Products being used by Licensee.

13.4 Sophos may also require the Licensee's contact details and (where applicable) payment information for the purposes of (i) providing technical support, (ii) billing, (iii) verifying Licensee's credentials and License Entitlement, (iv) issuing license expiry and renewal notices, (v) carrying out compliance checks for export and sanction control purposes, and (vi) providing account management.

13.5 If the Licensee elects to send malware samples or any other materials to Sophos for review, the Licensee shall remove any regulated health and payment card data prior to submission.

13.6 Licensee expressly gives Sophos permission to send promotional emails to Licensee to provide information about other Sophos products and services. If Licensee does not wish to give Sophos permission for the uses described under this Clause 13.6, Licensee may notify Sophos by emailing unsubscribe@sophos.com, specifying which permission is not granted.

13.7 As a global organization, the Affiliates, subcontractors and third party licensors of Sophos may be located anywhere in the world. Sophos will process any personal data in accordance with the provisions of the EU Directive 95/46 EC and the Privacy Policy.

13.8 By installing or using the Product or accepting this License Agreement, Licensee expressly confirms its consent to the use of data and information as set forth herein and in the Privacy Policy, and Licensee further warrants that it has obtained all necessary consents and provided all necessary notifications to share such data and information with Sophos for the purposes described above.

14. GENERAL

14.1 Any Partner from whom Licensee may have purchased the Product is not appointed by Sophos as its servant or agent. No such person has any authority, either express or implied, to enter into any contract or provide any representation, warranty or guarantee to Licensee or any third party or to translate or modify this License Agreement in any way on behalf of Sophos or otherwise to bind Sophos in any way whatsoever.

14.2 Licensee has no obligation to provide Sophos with ideas, suggestions, concepts, or proposals relating to Sophos's products or business ("Feedback"). However, if Licensee provides Feedback to Sophos, Licensee grants Sophos a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable to any party, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback, without any reference, obligation, or remuneration to Licensee. All Feedback shall be

deemed non-confidential to Licensee. Licensee shall not provide to Sophos any Feedback it has reason to believe is or may be subject to the intellectual property claims or rights of a third party.

14.3 (i) Self-Audits. To help manage Licensee's use of the Products and Licensee's compliance with this Agreement, Licensee agrees to perform a self-audit upon ten (10) working days' prior written notice from Sophos, calculating the number of Users, Computers, Servers or other applicable units benefiting from the Products. If Licensee's self-audit reveals that Licensee's actual usage exceeds the License Entitlement, Licensee shall procure the additional licenses required from Sophos or its preferred Partner. (ii) Formal Audits. If Licensee does not perform a self-audit upon request from Sophos, or if Sophos has reason to doubt the results of such self-audit, upon reasonable written notice to Licensee, Licensee shall permit Sophos or an independent certified accountant appointed by Sophos to access Licensee's premises and inspect Licensee's books of account and records at any time during normal business hours and consistent with all security measures of the Ordering Activity for the purpose of inspecting, auditing, verifying or monitoring the manner and performance of Licensee's obligations under this License Agreement, including without limitation the payment of all applicable license fees. Any such audit shall minimize the disruption to Licensee's business operations. Sophos shall not be able to exercise this right more than once in each calendar year. If an audit reveals that Licensee has underpaid fees to Sophos, Licensee shall be invoiced for and shall pay to Sophos or the Partner (as applicable) within thirty (30) days of the date of invoice an amount equal to the shortfall between the uncontested fees due and those paid by Licensee.

14.4 Sophos may in its sole discretion assign, novate, subcontract or otherwise transfer any of its rights or obligations hereunder in accordance with FAR Subpart 42.12.

14.5 Reserved.

14.6 Failure by either party to enforce any particular term or condition of this License Agreement shall not be construed as a waiver of any of its rights under it.

14.7 The illegality, invalidity or unenforceability of any part of this License Agreement will not affect the legality, validity or enforceability of the remainder.

14.8 The GSA Schedule contract, any task/purchase order(s) submitted by the Ordering Activity, and this License Agreement with the Schedule and the exhibits attached hereto, constitute the entire agreement between the parties relating to the licensing and use of the Product and supersede any other oral or written communications, agreements or representations with respect to the Product, except for any oral or written communications, agreements or representations made fraudulently. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply. Notwithstanding the foregoing, Sophos may update the terms and conditions of the Exhibits attached hereto at any time, including without limitation by posting the revised terms on its website and/or the location of such referenced document or policy. Any such changes by Sophos to the terms of the Exhibits (a) shall be binding upon Licensee from the date of such change, and (b) shall not materially reduce Sophos' obligations or Licensee's rights under this License Agreement.

14.9 If there are any inconsistencies between the English language version of this License Agreement and any translated version, the English language version shall prevail.

14.10 A person who is not a party to this License Agreement has no right to enforce any term or condition of this License Agreement, and the parties to this License Agreement do not intend that any third party rights are created by this License Agreement.

14.11 This License Agreement and any dispute or claim arising out of or in connection with it, including without limitation non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of the United States of America without regard to its conflict of laws principles.

14.12 Nothing in Clause 14.11 shall limit the right of Sophos to initiate proceedings against Licensee in any court of competent jurisdiction where deemed necessary by Sophos to (i) protect its intellectual property rights, (ii) protect its confidential information, and/or (iii) recover overdue payments.

14.13 Any notices required to be given to Sophos or any questions concerning this License Agreement should be addressed to The Legal Department, Sophos Limited, The Pentagon, Abingdon Science Park, Abingdon, OX14 3YP, United Kingdom with a copy to legal@sophos.com.

14.14 The following clauses shall survive any termination or expiration of this License Agreement: 2, 6, 7, 11, 12.3, 13.1, 14, 15.2.5, 15.6.5, and 15.6.6.

15. **ADDITIONAL TERMS AND CONDITIONS** The first part of this License Agreement includes general terms and conditions applicable to all Products. The additional terms and conditions in this Clause 15 below apply only to the Products referenced in each section.

15.1 **Direct Purchases from Sophos.** This Clause only applies if Licensee purchases Products from Sophos directly, rather than through a Partner:

15.1.1 All Products are delivered ICC Incoterms 2010 Ex Works from the applicable Sophos site. Accordingly, the Licensee is responsible for delivery costs, export clearances, import clearances, and insurance costs.

15.1.2 Fees shall be paid in full, in the currency and via the payment method specified on the invoice, within thirty (30) days of the date of such invoice.

15.1.3 Unless expressly stated otherwise, the Fee is exclusive of value added tax and any other federal, state, municipal or other governmental taxes, duties, licenses, fees, excises or tariffs.

15.1.4 Invoices may provide for interest to be paid on any sums not remitted by the due date.

15.2 **Hardware Products.** This Clause only applies to Hardware Products:

15.2.1 Sophos retains title to the Hardware until such time as any Free Trial described in Clause 15.6 below (if applicable) expires, and Licensee pays the Hardware Fee to Sophos or a Partner, as applicable, and Sophos receives the Hardware Fee in full. Unless and until title to the Hardware has transferred to Licensee in accordance with this Clause, Licensee agrees to keep the Hardware free and clear of all claims, liens, and encumbrances, and any act by Licensee, either voluntary or involuntary, purporting to create a claim, lien or encumbrance on the Hardware shall be void. Licensee owns only the Hardware or media, if applicable, on which the Licensed Product is installed. Licensee does not own the Licensed Product itself.

15.2.2 In the event that Licensee fails to pay or Sophos does not receive the Fee for the Hardware, Licensee shall return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid. If Licensee fails to return the Hardware to the indicated location promptly, upon written notice Sophos will be entitled to enter Licensee's premises during normal business hours to repossess such Hardware.

15.2.3 Risk of loss passes to Licensee upon shipment of the Hardware to Licensee. Insurance, if any, covering the Hardware shall be Licensee's sole responsibility.

15.2.4 Licensee acknowledges that the Hardware is sold hereunder solely as the medium for delivery and operation of the Licensed Products and, unless otherwise agreed by the parties in writing, Sophos at its option may provide Hardware that is either new or refurbished.

15.2.5 Licensee is solely responsible for complying with any applicable governmental regulations relating to waste, health and safety, including without limitation those that relate to the EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) ("WEEE") and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC) ("RoHS") (as amended) in connection with Licensee's use, transport and/or disposal of the Hardware.

15.2.6 Sophos offers a limited warranty for Hardware as set out in the Hardware Warranty Policy attached as Exhibit F hereto.

15.3 Sophos Central and other Cloud Products (collectively "Cloud Products"). This Clause only applies to Sophos Cloud Products:

15.3.1 The Licensee shall not store or transmit any content through the Sophos Cloud Products that (i) is unlawful, pornographic, obscene, indecent, harassing, racially or ethnically offensive, harmful, threatening, discriminatory or defamatory, (ii) facilitates or promotes illegal activity, (iii) infringes any third party intellectual property rights, or (iv) is otherwise inappropriate ("Prohibited Content").

15.3.2 The Licensee acknowledges that Sophos has no control over any content stored or transmitted by Licensee, does not monitor such content and accordingly acts as a mere conduit. Sophos reserves the right to remove content from the Sophos Cloud Products immediately without prior notice where it reasonably suspects that such content is Prohibited Content. The Licensee shall (to the extent permitted by applicable law, and without waiver of Licensee's constitutional, statutory, or other immunities, if any) hold Sophos harmless from and against all damages, losses and expenses arising as a result of any third party action or claim relating to Licensee's content.

15.3.3 The Sophos Cloud Products are not designed for the storage of regulated health or payment card data and Licensee may only store or transmit such information through Sophos Cloud Products if it has entered a separate written agreement with Sophos expressly permitting such purpose.

15.3.4 Prior to termination or expiry of the Product Term, Licensee must (i) remove all Product settings from its Servers and Computers, and (ii) remove all of its custom settings, software and data from the Sophos network. For certain Products, Sophos may download and return the data upon request and for a reasonable fee to be agreed in writing in advance. Sophos reserves the right to delete data that has not been removed after such termination or expiry date.

15.4 Sophos Network Security Product. This Clause only applies to the Sophos Firewall, Sophos Firewall Manager, Sophos iView and Sophos UTM Products:

15.4.1 Licensee acknowledges and agrees that the Product may require the complete erasure of the hard disk of the target Computer during installation, including without limitation the operating system resident thereon. By installing the aforementioned Product, Licensee expressly agrees that it shall ensure that the Computer on which such Product is to be installed does not contain any valuable data, the loss of which would cause damage to Licensee, and, subject to Clause 15.8, Sophos expressly disclaims any liability for losses of any kind related to Licensee's failure to do so. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this License Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

15.5 Employee Personal Use.

15.5.1 The Products for which employee personal use is permitted are listed in Exhibit E hereto.

15.5.2 In addition to the rights granted in Clause 3 of this Agreement, where employee personal use is permitted, Licensee may permit its employees to use such Product at home on a single workstation provided that (i) Licensee shall be responsible for the distribution of Upgrades and Updates and the provision of technical support to such employees, and (ii) the Licensee's actual usage including such employee personal usage does not exceed the License Entitlement.

15.5.3 Licensee shall ensure that its employees are aware of and comply with the terms and conditions of this License Agreement, and, to the extent permitted by applicable law, Licensee shall be responsible for the acts and omissions of its employees relating to use of the Products.

15.6 Free Trials, Fixes, Technical Previews, Beta Testing and Free Tools

15.6.1 If Sophos permits the Licensee to conduct a free trial of a commercially available Product (the "Free Trial"), the Licensee may use the Product free of charge for evaluation purposes only for a maximum of 30 days, or such other duration as specified by Sophos in writing at its sole discretion (the "Trial Period"). If the Licensee does not purchase the Product, the rights to use the Product will terminate immediately upon expiry of the Trial Period.

15.6.2 If the Free Trial relates to Hardware, Licensee must return the Hardware to the return location indicated by Sophos, securely and properly packaged, with carriage (and insurance at Licensee's option) prepaid upon the expiry of the Trial Period. Licensee is solely responsible for removing any and all of Licensee's data from the Hardware prior to return. If Licensee fails to return the Hardware upon expiry of the Trial Period, Sophos may invoice, and Licensee shall pay for, the Hardware at list price.

15.6.3 Sophos makes certain Products available for use free of charge ("Free Tools"). Such Free Tools may only be used for the express purposes permitted by Sophos as identified in the accompanying Documentation. The Product Term applicable to a Free Tool shall continue until (i) Sophos withdraws the Free Tool, or (ii) Sophos notifies the Licensee that it is no longer permitted to use the Free Tool. No Maintenance or technical support is included with, or provided for, Free Tools.

15.6.4 If Sophos provides Licensee with a Product for technical preview or beta testing purposes (a "Preview Product"), Licensee may use the Preview Product for evaluation purposes for the period specified by Sophos (the "Test Period"). Licensee shall test the Preview Product in accordance with any conditions specified in the readme file for the software and/or any accompanying Documentation and shall gather and report test data, and other Feedback to Sophos as set forth in Clause 14.2. Except for Consumer Preview Products, the Preview Product should only be used in a non-production test environment unless expressly approved otherwise by Sophos. Licensee's right to use the Preview Product shall terminate upon expiry of the Test Period. Sophos does not warrant that it will release a commercial version of the Preview Product, or that a commercial version will contain the same or similar features as the Preview Product. Any Preview Product and accompanying documentation shall be considered Sophos's confidential information as set forth in Clause 13.1.

15.6.5 Clause 6 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. FREE TRIAL PRODUCTS, FREE TOOLS AND PREVIEW PRODUCTS ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (i) SOPHOS MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RELATION TO SUCH PRODUCTS, (ii) IN NO EVENT SHALL SOPHOS BE LIABLE TO LICENSEE OR TO THOSE CLAIMING THROUGH LICENSEE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGE OR LOSS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF CONTRACTS, BUSINESS INTERRUPTIONS, LOSS OF OR CORRUPTION OF INFORMATION OR DATA HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT OR TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), EVEN IF SOPHOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS CLAUSE 15.6.5 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE (MAS) CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF

A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

15.6.6 Clause 7 shall not apply to Free Trial products, Fixes, Free Tools and Preview Products. IF ANY LIMITATION, EXCLUSION, DISCLAIMER OR OTHER PROVISION CONTAINED IN CLAUSE 15.6.4 ABOVE IS HELD TO BE INVALID FOR ANY REASON BY A COURT OF COMPETENT JURISDICTION AND SOPHOS BECOMES LIABLE THEREBY FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED ONE HUNDRED POUNDS STERLING (£100).

15.7 Consumers. The following Clause applies if Licensee is a Consumer:

15.7.1 Licensee is only permitted to use those Products which are expressly designated by Sophos as suitable and available for Consumer use.

15.7.2 Unless expressly stated otherwise on the Schedule, consumers are not entitled to receive technical support.

15.7.3 Licensee may only purchase Products if Licensee is at least eighteen (18) years old or is acting with the consent and supervision of a parent or guardian.

15.7.4 Licensee acknowledges that the Products have not been developed to meet Licensee's individual requirements, and that it is therefore Licensee's responsibility to ensure that the facilities and functions of the Products as described in the Documentation meet Licensee's requirements.

15.7.5 This License Agreement does not exclude or limit statutory rights applicable to Consumers in the jurisdiction in which Licensee is resident if and to the extent that such rights cannot be excluded or limited by applicable law. If you require information about your rights, you should contact your local legal counsel.

15.7.6 Consumer Products are supplied only for domestic and private use. Licensee is not permitted to use the Products for any commercial, business or re-sale purposes, and to the maximum extent permitted by law, Sophos has no liability for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15.7.7 Clauses 7.1, 7.2 and 7.3 shall not apply to Consumers. Subject to Clause 15.8, Sophos is only responsible for loss or damage that Licensee suffers under Clause 7.4 or that is a foreseeable result of (i) breach of this License Agreement, or (ii) Sophos's negligence. In the absence of such breaches of this License Agreement by Sophos, Licensee's use of the Products is at Licensee's own risk. Sophos is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of the breach or if it was contemplated by both parties at the commencement of this License Agreement. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this License Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

15.7.8 Clauses 14.11 and 14.12 shall not limit any right of the Consumer to take proceedings in or to benefit from consumer protection laws that apply in the Consumer's country of residence.

15.8 Consumer Products.

15.8.1 Where a Consumer has:

(a) paid for a Product; or

(b) received a Product for free as part of a bundle with other goods, services or other digital content for which the Consumer has paid a price, and this Product is not generally available to Consumers unless they have paid a price for it or for the other goods, services or other digital content,

Sophos warrants that such Products will be (i) of satisfactory quality, (ii) reasonably fit for purpose, and (iii) as described in the Documentation.

15.8.2 Where Sophos is in breach of Clause 15.8.1, Sophos will (i) at its own cost, repair or replace the Product within a reasonable time and without significant inconvenience to the Consumer, or (ii) grant the Consumer a reasonable Fee reduction for the Product where the Product cannot be repaired or replaced within a reasonable time and without significant inconvenience to the Consumer.

15.8.3 Where the Product Term is perpetual or of an indefinite duration and the Licensee is a Consumer, if Sophos has a right to terminate this License Agreement, Sophos will provide reasonable notice before exercising this right except where there are serious grounds for terminating immediately.

15.8.4 Where a Product supplied to a Consumer causes damage to a device or to other digital content which, in either case, is owned by a Consumer, Sophos will either (i) at its own cost, repair the damage within a reasonable time and without significant inconvenience to the Consumer, or (ii) compensate the Consumer for the damage with an appropriate payment.

15.8.5 This Clause 15.8 shall take precedence to the extent that there are any conflicting terms and conditions in this License Agreement.

15.9 Alert Services. The following Clause applies if Licensee subscribed to ZombieAlert, PhishAlert or WebAlert services (collectively the “Alert Services”) prior to the end of sale date and still has a valid subscription:

15.9.1 Licensee acknowledges and agrees that the Alert Services are only intended to inform Licensee about potentially unwanted activities originating from the Licensee’s network of which Sophos becomes aware, and that Sophos has no obligation to provide an analysis of the data, to maintain records of past data, to attempt to take action against or to otherwise remedy such activities.

15.9.2 Sophos does not warrant (i) the accuracy, completeness, currency or reliability of any of the content of data provided as part of the Alert Services, or (ii) the timing or availability of the Alert Services. In particular but without limitation, Licensee acknowledges and agrees that Sophos does not monitor changes in IP address ownership.

15.9.3 If Sophos has difficulty delivering information to a particular email address, Sophos reserves the right to cease delivery of Alert Services to such address without notice.

15.10 Info Feeds. The following Clause applies if Licensee subscribed to RSS and/or Atom info feeds (“Info Feeds”) prior to the end of sale date and still has a valid subscription:

15.10.1 Sophos grants Licensee a non-transferable, non-exclusive license to display the information contained in the Info Feeds on Licensee’s website provided that (i) copyright notices contained in the Info Feeds are reproduced on such website, (ii) the website makes accurate references to Sophos and its Products, and (iii) the Info Feeds are not displayed in any manner that implies affiliation with, sponsorship, endorsement or license by Sophos, or any joint venture, agency or partnership.

15.10.2 Sophos reserves the right, in its sole discretion and at any time without notice, to (i) change or withdraw the Info Feeds and (ii) refuse or cease to provide Info Feeds to a website.

15.11 XP SP3. Subject to receipt by Sophos of a support extension Fee (either directly or via an authorized reseller as applicable), Sophos agrees that it will continue to provide support on a technically and commercially reasonable

endeavors basis for a version of Sophos Anti-Virus on XP SP3 ("XP SP3 Support") beyond the published end of support date until the earlier of (i) the XP3 support extension period stated in the relevant Schedule, or (ii) 31 March 2019. XP SP3 Support comprises regular updates to security data and periodic updates to the product engine. Sophos reserves the right to suspend, reduce or terminate XP SP3 Support prior to such date if and to the extent that Sophos discovers an issue that requires the third party operating system provider to provide a fix and the third party does not provide such fix.

Executed by the parties' authorized representatives:

Signed for and on behalf of:
SOPHOS LIMITED

Signed for and on behalf of:
INSERT LICENSEE NAME HERE

Signature

Signature

Name (Print)

Name (Print)

Title (Print)

Title (Print)

Date

Date

**EXHIBIT A
Licensing Guidelines**

This document forms part of the Sophos End User License Agreement. Terms used in these Licensing Guidelines where are not defined herein shall have the meanings given to them in such Sophos End User License Agreement.

Sophos Licensed Products are licensed by User, Computer, Server or other applicable units, as specified in the table below. The license schedule issued by Sophos specifies the number of applicable units that the Licensee has ordered for each Licensed Product (the “License Entitlement”). The Licensee’s actual usage may not exceed the License Entitlement at any time or under any circumstances. If Licensee wishes to increase its actual usage, Licensee must first purchase the corresponding additional License Entitlement.

The following definitions apply to the table below

1. 'Computer' means any device or computing environment which benefits from the Licensed Product (for example but without limitation, workstations, personal computers, laptops, netbooks, tablets, smartphones, and environments connected to an email server, an internet proxy or a gateway device, or a database). The Licensed Product does not have to be physically installed on the computer environment to provide benefit, nor is there a requirement for the computing hardware to be owned by the Licensee. The term Computer as defined herein includes, without limitation, non-persistent deployments, electronic devices that are capable of retrieving data, and virtual machines.
2. 'Server' means a Computer upon which the Licensed Product is installed AND from which other Computers receive or retrieve data. If the data is solely generated by the Licensed Product, then the Computer is not considered a Server.
3. 'User' means an employee, consultant or other individual who benefits from the Licensed Product. NOTE: The Product does not have to be physically installed on the User's computer environment in order to provide benefit to the User.

General exception for Education, Health and Government Entities:

If Licensee is an educational, health or government entity, Products which are usually licensed on a per User basis may alternatively, at Sophos’s option, be licensed on a per Computer basis, or for email Products only, on a per mailbox basis. If a bundle includes both email and non-email Products, the aforementioned licenses must be the higher of the entity’s Computer and mailbox count. If Licensee subsequently transfers such Products to an entity which does not fall within the education, health or government sector then license entitlement shall revert to calculation on a per User basis.

Number of Computers (Devices) per User:

In the case of Products licensed by User, each User may use a reasonable number of Computers unless a specific cap on Computers per User is stated in the table below. Sophos reserves the right to apply a cap on Computers where usage is deemed unreasonable.

Sophos reserves the right to change or update these Licensing Guidelines at any time.

LICENSED PRODUCT	LICENSING MODEL	APPLICABLE UNIT	NOTES AND EXCEPTIONS
Sophos Central Products			
Central Server Protection Advanced	Subscription	per Server / per User	For Servers running remote desktop services, each User

LICENSED PRODUCT	LICENSING MODEL	APPLICABLE UNIT	NOTES AND EXCEPTIONS
			who benefits from protection provided by the Product installed on the Server, requires a Central Endpoint Protection Advanced license
Central Server Protection Standard	Subscription	per Server / per User	For Servers running remote desktop Services, each User who benefits from protection provided by the Product installed on the Server, requires a Central Endpoint Protection Standard license
Central Endpoint Protection Advanced	Subscription	per User	N/A
Central Endpoint Protection Standard	Subscription	per User	N/A
Central Mobile Control Standard	Subscription	per User	N/A
Central Device Encryption	Subscription	per User	N/A
Central Wireless	Subscription	per Access Point	N/A
Central Email Standard	Subscription	per User	N/A
Central Enduser Protection	Subscription	per User	N/A
Central Mobile Security	Subscription	per User	N/A
Central Web Gateway Advanced	Subscription	per User	N/A
Central Endpoint Intercept X	Subscription	per User	N/A
Reflexion Total Control	Subscription	per User	N/A
RADAR	Subscription	per User	N/A
RADAR LITE	Subscription	per User	N/A
RTC Encrypt	Subscription	per User	N/A
Email Products			
PureMessage	Subscription	per User	N/A
Email Protection Advanced	Subscription	per User	N/A
Sophos Central Email Standard	Subscription	per User	N/A
RADAR	Subscription	per User	N/A
RADAR LITE	Subscription	per User	N/A
RTC Encrypt	Subscription	per User	N/A
Reflexion Total Control	Subscription	per User	N/A
Gateway Protection Suite	Subscription	per User	N/A
Endpoint and End User Protection Products			
Endpoint Protection Standard	Subscription	per User / Server	For end customers in Japan, each Server on which the Licensed Product is installed requires a Server license. In all other countries, User licenses may be used for both Users and Servers, and each Server consumes one User license.
Endpoint Protection Advanced	Subscription	per User / Server	
Enduser Protection (including all Enduser bundles and suites)	Subscription	per User / Server	
Complete Protection Suite	Subscription	per User / Server	
Web Protection Suite	Subscription	per User / Server	
Data Protection Suite	Subscription	per User / Server	
Endpoint Protection - Business	Subscription	per User / Server	
Sophos Anti-Virus - Business	Subscription	per User / Server	
Sophos for VDI	Subscription	per virtual desktop	N/A
Web Products			
Web Protection Advanced	Subscription	per User	N/A

LICENSED PRODUCT	LICENSING MODEL	APPLICABLE UNIT	NOTES AND EXCEPTIONS
Sandstorm for Web Protection Advanced	Subscription	per User	N/A
Gateway Protection Suite	Subscription	per User	N/A
Server and Groupware Products			
PureMessage	Subscription	per Server	N/A
Server Protection Enterprise	Subscription	per Server	N/A
Sophos Anti-Virus for vShield – Server	Subscription	per Server	N/A
Server Protection for Virtualization, Windows, and Linux	Subscription	per Server	N/A
Sophos for Microsoft Sharepoint	Subscription	per User	Per Server licensing is also available
Sophos Central Server Protection Advanced	Subscription	per Server / per User	For Servers running remote desktop services, each User who benefits from protection provided by the Product installed on the Server, requires a Central Endpoint Protection Advanced license
Sophos Central Server Protection Standard	Subscription	per Server / per User	For Servers running remote desktop Services, each User who benefits from protection provided by the Product installed on the Server, requires a Central Endpoint Protection Standard license
Sophos for Network Storage	Subscription	per User	N/A
SAV Interface	Subscription	per User	Per Server licensing is also available
Safeguard Encryption Products			
Safeguard Enterprise Encryption	Subscription	per User	Perpetual per Computer option is also available
Safeguard Disk Encryption Advanced	Subscription	per User	N/A
Smart Cards in Encryption	Subscription	per User	N/A
Safeguard File Encryption Advanced	Subscription	per User	N/A
Safeguard File Encryption Standard	Subscription	per User	N/A
Safeguard Device Encryption	Perpetual	per Computer	N/A
Safeguard Data Exchange	Perpetual	per Computer	N/A
Safeguard Encryption for Cloud Storage	Perpetual	per Computer	N/A
Safeguard Encryption for File Shares	Perpetual	per Computer	N/A
Safeguard File Encryption for Mac	Perpetual	per Computer	N/A
Safeguard Native Device Encryption	Perpetual	per Computer	N/A
Safeguard Enterprise Middleware	Perpetual	per Computer	N/A
Safeguard Easy	Perpetual	per Computer	N/A
Safeguard Disc Encryption for Mac	Perpetual	per Computer	N/A
Mobile Products			
Sophos Mobile Control Advanced	Subscription	per User	N/A
Sophos Mobile Control Standard Mobile Products	Subscription	per User	N/A

LICENSED PRODUCT	LICENSING MODEL	APPLICABLE UNIT	NOTES AND EXCEPTIONS
Sophos Mobile Control as a Service Advanced	Subscription	per User	Maximum upload space of 5MB for documents, 100 MB for applications
Sophos Mobile Control as a Service Standard	Subscription	per User	Maximum upload space of 5MB for documents, 100 MB for applications
Sophos Central Mobile Security	Subscription	per User	N/A
Sophos Central Mobile Control Standard	Subscription	per User	N/A
UTM and Sophos Firewall purchased on hardware appliance			
FullGuard	Subscription	per hardware appliance	
EnterpriseGuard	Subscription	per hardware appliance	
Network Protection	Subscription	per hardware appliance	
Web Protection	Subscription	per hardware appliance	
Email Protection	Subscription	per hardware appliance	
Wireless Protection	Subscription	per UTM appliance	
Webserver Protection	Subscription	per hardware appliance	
Sandstorm for UTM	Subscription	per hardware appliance	
BasicGuard	Subscription	per hardware appliance	
UTM Virtual Software			
FullGuard	Subscription	per User	When a User communicates with or through the gateway (including without limitation DNS and DHCP queries to the gateway and communications both to the Internet and a different LAN segment), their IP address is added to list of licensed devices in the gateway's local database. If several Users communicate through a single device then every User is counted as a separate User. If an IP address has not been used in the last seven (7) days, it is removed from the database.
Network Protection	Subscription	per User	
Web Protection	Subscription	per User	
Email Protection	Subscription	per User	
Wireless Protection	Subscription	per User	
Webserver Protection	Subscription	per User	
Sophos Firewall Virtual Software			
Base License	Perpetual	per virtual Computer	Selection of licenses by number of CPU cores and amount of memory is available

LICENSED PRODUCT	LICENSING MODEL	APPLICABLE UNIT	NOTES AND EXCEPTIONS
FullGuard	Subscription	per virtual Computer	
EnterpriseGuard	Subscription	per virtual Computer	
Network Protection	Subscription	per virtual Computer	
Web Protection	Subscription	per virtual Computer	
Email Protection	Subscription	per virtual Computer	
Webserver Protection	Subscription	per virtual Computer	
Sophos Firewall Manager purchased on a hardware appliance			
Base license	Perpetual	per Hardware appliance	
Sophos Firewall Manager Virtual Software			
Base license	Perpetual	per virtual Computer	License options for number of Firewall devices being managed
Sophos iView V2 Virtual Software			
Base license	Perpetual	per virtual Computer	License options for maximum database size
Other UTM Products			
UTM Endpoint Protection	Subscription	per User	Sold in license packs
Sophos IP Sec Client	Perpetual	per Computer	
iView	Perpetual	per User per iView instance	License options for different storage volumes are available
Consumer Products			
Sophos Home	Free	Per User account	Maximum 10 Computers per User account. Product is licensed for personal and non-commercial use only.

EXHIBIT B
Support Packages

See attached Sophos Support Services Guide

EXHIBIT C
EULA Addendum for Government Licensees or Users

This document forms part of the Sophos End User License Agreement. Capitalized terms used in this Addendum which are not defined herein shall have the meanings given to them in the Sophos End User License Agreement. These terms or modifications to the Sophos End User License Agreement may apply to government agencies and Users located in the relevant country below:

United States of America

- A. Sophos acknowledges that all references to “internal business purposes” and “course of business” of Licensees and Affiliates that are governmental entities include all actions and purposes of Licensee and its Affiliates that are authorized by law or regulation.
- B. Sophos acknowledges that statutes and regulations of the U.S. Government, including procurement laws and regulations, may sometimes require that aspects of commercial EULAs are limited and may become ineffective and inoperative. Sophos acknowledges that such aspects of commercial EULAs may include indemnities, commitments of funds from future appropriation years, dispute resolution, jurisdiction, and the right to stop work. In all such instances, Sophos acknowledges that the provisions of this License Agreement yield and are superseded where, and to the extent, required by applicable U.S. law and regulation.
 - a. Sophos acknowledges Federal Acquisition Regulation (“FAR”) 52.232-39 Unenforceability of Unauthorized Obligations, and FAR 52.212-4(u) Contract Terms and Conditions—Commercial Items/Unauthorized Obligations, as well as equivalent provisions of agencies that are exempt from the FAR or that are state or local U.S. governments.
 - b. For sales that are entered by a U.S. Government agency via a GSA Schedule contract, Sophos acknowledges the TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE, including the statement therein that they “shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.” Each sales order must identify whether Sophos software is acquired with a term or perpetual license, and that negotiated agreement may not be unilaterally altered by any party.
 - c. Sophos specifically acknowledges that provisions of this License Agreement that may be limited in part, or superseded in part or in whole, by said laws and regulations include:
 - i. Clause 3.4.1 pertaining to rights to modify or combine the software; please note that any modification or combination by the government User or other User entirely voids all warranties, and also voids the indemnity of Clause 5.2 where infringement would not have arisen without such use or modification;
 - ii. Clause 3.4.3 pertaining to use prior to actual receipt of payment by Sophos;
 - iii. Clause 5.6.1 pertaining to the right of Sophos to approve Licensee’s chosen counsel;
 - iv. Clause 11.4 pertaining to rights of Sophos to termination upon notice and to indemnity;
 - v. Clause 12.1 pertaining to the unilateral rights of Sophos to terminate;
 - vi. Clause 14.3 pertaining to date of payment owed for underpayment of fees;
 - vii. Clause 14.4 pertaining to assignment, novation, or other transfer of a contract with, or claim against, the United States;
 - viii. Clause 14.8 pertaining to this License Agreement as the entire agreement with Licensee;
 - ix. Clause 14.11 pertaining to governing law, venue, and jurisdiction;
 - x. Clause 14.12 pertaining to jurisdiction over intellectual property disputes, and pertaining to collection of payments;

- xi. Clause 15.1.2 pertaining to the date of payment in full;
- xii. Clause 15.1.4 pertaining to interest payments;
- xiii. Clause 15.3.2 pertaining to indemnity; and
- xiv. Clause 15.6.2 pertaining to the process for recovery of fees for unauthorized use.

- C. **Other U.S. government Licensees with special needs.** Sophos further acknowledges that unique needs or requirements of a particular U.S. Government Licensee or User may sometimes be incompatible with other aspects of this License Agreement. A special agreement with Sophos, Sophos's reseller, or distributor, or the U.S. Government Licensee or User (all with Sophos's prior written consent) will expressly record any such amendments to this License Agreement and, as acknowledged in Clause 14.8, will supersede those provisions of this License Agreement.
- a. Sophos specifically acknowledges that provisions of this License Agreement that may sometimes, under an express agreement with individual U.S. Government Licensees or Users, be limited in part, or expressly superseded in part or in whole, include:
 - i. Clause 13.2 pertaining to direct and remote communication with the Products and collection of certain information;
 - ii. Clause 13.3 pertaining to use of information collected pursuant to Clause 13.2;
 - iii. Clause 13.6 pertaining to listing and publishing of Licensee's name and logo;
 - iv. Clause 14.3 pertaining to Self-Audits and Formal Audits; and
 - v. Clause 14.4 pertaining to subcontracting.

EXHIBIT D

Sophos Group Privacy Policy

General

This is the privacy policy of Sophos Limited and its subsidiaries.

We are committed to safeguarding the privacy of your personal data. Please read the following privacy policy to understand how we collect and use your personal data, for example when you contact us, visit one of our websites (each a “Site”), apply for a job, or use our products and services.

Whenever you give us personal data, you are consenting to its collection and use in accordance with this privacy policy.

What personal data do we collect?

We may collect personal data such as your name, company position, address, telephone number, mobile number, fax number, email address, credit card details, age, IP address, and account usernames.

How do you use my personal data?

If you provide personal data to us, we will collect that information and use it for the purposes for which you have provided it and in accordance with this privacy policy.

Browsing our Site

Every time you connect to the Site, we store a log of your visit that shows the unique number your machine uses when it is connected to the Internet - its IP address. This tells us what your machine has looked at, whether the page request was successful or not and which browser your machine used to view the pages. This data is used for statistical purposes as well as to help customize the user experience as you browse the Site and subsequently interact with Sophos and our partners. This helps us to understand which areas of the Site are of particular interest, which pages are not being requested, and how many people are visiting the Site in total. It also helps us and our partners to determine which products and services may be of specific interest to you. We may attempt to contact you through these details if necessary, including, without limitation, when you are using the wrong paths to access the Site or are breaching restrictions on the use of the Site. We may also use this information to block IP addresses where there is a breach of the Terms and Conditions for use of the Site.

Cookies

A cookie is a piece of text that gets entered into the memory of your browser by a website, allowing the website to store information on your machine and later retrieve it. Some of our pages use cookies so that we can distinguish you from other users and better serve you when you return to the Site. Cookies also enable us to track and target the interests of our users to enhance the onsite experience. For information about the cookies that we use, please refer to the [Cookie Information](#) page on the relevant Site.

Job applicants

If you are making a job application or inquiry, you may provide us with a copy of your CV or other relevant information. We may use this information for the purpose of considering your application or inquiry. Except when you explicitly request otherwise, we may keep this information on file for future reference.

Partner portal

Our resellers and distributors may visit our partner portal Site. We may use the customer and prospect information provided on that Site in order to provide the products and services.

Account management

If you obtain products or services from us, we may use your contact details and (where applicable) payment information for the purposes of (i) providing training, customer support and account management, (ii) order processing and billing, (iii) verifying your usage of the products and services in accordance with the terms and conditions of your agreement with us, (iv) carrying out end user compliance checks for export control purposes; (v) issuing license expiry, renewal and other related notices, and (vi) maintaining our company accounts and records.

Product and service related data

If you purchase or use our products or services, we may collect the following types of information: (i) product type, product version, product features and operating systems being used; (ii) processing times; (iii) customer identification code and company name, and (iv) IP address of the machine which returns the above listed information.

We may use such information for purposes which include but are not limited to:

- verifying your credentials and compliance with any usage restrictions,
- carrying out end user compliance checks for export control purposes,
- providing the products/services and any associated maintenance and technical support,
- providing virus, incident and other alerts, and information about product upgrades, updates, renewals and product lifecycle changes,
- providing maintenance and technical support,
- providing information about product upgrades, updates and renewals,
- generating logs, statistics and reports on service usage, service performance and malware infection,
- evaluating, developing and enhancing products, services, and our infrastructure,
- planning development roadmaps and product lifecycle strategies.

Some products and services also collect or generate an ID code for each machine which reports back to us. This ID code is only used to enable us to distinguish between unique machines so that (i) we do not duplicate reports from the same source; and (ii) we can determine the number of unique machines that are using the products and services. If this ID code is collected together with other information which could identify an individual when combined, we anonymize the ID code to prevent this from occurring.

Certain products and services may include features that collect additional personal data for other purposes, as described below. For detailed information, please also refer to the applicable product or service description.

Sophos Home Products

We may directly and remotely communicate with your protected devices for the purposes of, without limitation (i) applying policy and configuration changes to such devices; and (ii) extracting usage information, service performance information, and infection logs.

In order to continuously improve the protection levels in the Sophos Home products, it may be necessary for us to collect and process certain information relating to you and to users connected to your account. You acknowledge and agree that the information we collect may include confidential and/or personal data, including without



limitation (i) names and email addresses; (ii) account usernames; (iii) IP addresses; (iv) usage information; (v) details of changes or attempted changes to executable files, pathnames and scripts, (vi) infection logs; and (vii) files suspected of being infected with malware. We are committed to safeguarding the privacy of your personal data and will never share this outside Sophos.

You warrant that you have obtained all necessary permissions and provided the necessary notifications to share the above information with us for the purposes described from all users connected to your account.

Sophos Mobile Security

When an application is downloaded on a device or the user initiates a check of all installed applications on an Android device, Sophos Mobile Security sends queries to our cloud infrastructure in order to validate the reputation of the applications. Each query contains a fingerprint generated from the Android application (the APK file) under investigation.

A unique device identifier is also generated locally on each mobile device during installation of Sophos Mobile Security. We do not associate this identifier with any personal data. Periodically the product sends statistical feedback packets to us, including the unique device identifier and service performance information.

Sophos Firewall Products

You acknowledge and agree that the Sophos Firewall and Firewall Manager Products may provide us with the below information, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

- a. Configuration and Usage Data, including without limitation (i) device model, firmware and license information, such as model, hardware version, vendor, firmware version, and country; (ii) aggregated product usage information, such as product features in use (on/off, count), amount of configured objects, policies, managed devices, groups, templates (iii) CPU, memory, and disk usage information; (iv) product errors; and
- b. Application Usage and Threat Data, including without limitation (i) IPS alerts; (ii) virus detected and the URL where the virus was found; (iii) spam; (iv) ATP threats; and (v) applications used and unclassified applications. Information about unclassified applications is used to improve and enlarge network visibility and the application control library.
- c. Monitoring Threshold Data, includes (i) monitoring threshold values per model; and (ii) alert threshold criteria and values per model.

Monitoring Threshold data is used to improve the default threshold settings and alert criteria included within the product across models.

Configuration and Usage Data does not include user-specific information or personal data and cannot be disabled. Application Usage and Threat Data, and Monitoring Threshold Data collection is enabled by default, but you may disable collection of such data within the product at any time.

Sophos Mobile Control

When Sophos Mobile Control is installed or updated, you may receive Apple push notifications, Google cloud to device messaging for Android, SMS text messages, and other remote communications.

Sophos Mobile Control will store a list of users and mobile devices, and will record any applications downloaded or modifications made to such devices. Your administrator can also configure Sophos Mobile Control to track the geographic location of mobile devices and to lock or wipe a mobile device that has been lost or stolen.

Sophos Cloud Products

We may directly and remotely communicate with your protected devices for the purposes of, without limitation (i) applying policy and configuration changes to such devices; and (ii) extracting usage information, service performance information, and infection logs. Such communications may include but not be limited to SMS text messages and other push notifications.

You acknowledge and agree that it may be necessary for us to collect and process certain information relating to individuals in order to provide the Cloud products, and that such information may include proprietary, confidential and/or personal data, including without limitation (i) names, email addresses, telephone numbers and other contact details; (ii) account usernames; (iii) IP addresses; (iv) usage information; (v) lists of all software, files, paths and applications installed on the device, (vi) details of changes or attempted changes to executable files, pathnames and scripts, (vii) logs of websites visited; (viii) infection logs; and (ix) files suspected of being infected with malware.

Certain Cloud products may also (at your sole option) enable you to configure the product to (i) track and log the geographic location of devices; (ii) block access to devices; (iii) delete the content of devices; (iv) store text and email messages that were sent and/or received by devices. Such information may also be stored on the device itself and accordingly we recommend that you encrypt your devices.

You warrant that you have obtained all necessary permissions and provided the necessary notifications to share the above information with us for the purposes described. You also acknowledge and agree that it may be necessary under applicable law to inform and/or obtain consent from individuals before you intercept, access, monitor, log, store, transfer, export, block access to, and/or delete their communications. You are solely responsible for compliance with such laws.

Sophos Central

Certain Sophos Central products enable you to choose the location in which your Sophos Central administration portal will be hosted. This selection takes place at the point of installation and cannot be varied at a later date. This selection only applies to the administration portal. Some data returned by the product may also be exported to Sophos' global engineering locations for analysis, research, development, and product monitoring purposes.

If you select "Enable Partner Access" in the Settings tab of Sophos Central, your designated third party partner or service provider will be able to access and administer your Sophos services on your behalf. If you do not enable such access, your designated third party partner or service provider will only see high-level reporting information such as Sophos services purchased and current usage information. You may revoke such access at any time by changing the permissions in the Settings tab.

Sophos Anti-Virus for Mac

You acknowledge and agree that the Sophos Anti-Virus for Mac Products may provide us with Configuration and Usage Data, including without limitation (i) device model, firmware and license information, such as model and hardware version (ii) CPU, memory, and disk usage information; and (iv) product errors, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

Sophos Anti-Virus for Linux Products (Sophos Anti-Virus for Linux, Sophos Anti-Virus for UNIX and Sophos Linux Security)

You acknowledge and agree that the Sophos Anti-Virus for Linux Products may provide us with the below information, which will be used for the purpose of improving product stability, prioritizing feature refinements and enhancing protection.

- a. Configuration and Usage Data, including without limitation (i) device model, and license information, such as OS name, vendor, kernel version, architecture, VM type, root file system type, and time zone; (ii) aggregated product usage information, such as product features in use (true/false, count), amount of configured objects, product/engine/data versions, and management type; (iii) memory, and uptime; (iv) update status.
- b. Application Usage and Threat Data, including without limitation (i) MTD alerts; and (ii) applications used.

Configuration and Usage Data and Application Usage and Threat Data does not include user-specific information or personal data and cannot be disabled.

Market research and surveys

If you participate in surveys, we may use your personal data for our internal business and training purposes in order to improve our understanding of our users' demographics, interests and behavior, and to measure and increase customer satisfaction.

Marketing and promotions

We (or our resellers or other selected third parties acting on our behalf) may contact you from time to time in order to provide you with information about products and services that may be of interest to you. All marketing emails that we send to you will follow the email guidelines described below. You have the right to ask us not to process your personal data for marketing purposes, but if you do so, we may need to share your contact information with third parties for the limited purpose of ensuring that you do not receive marketing communications from them on our behalf.

Email communications

We adhere to the following guidelines in relation to our email communications:

- emails will clearly identify us as the sender,
- emails will include our physical postal address,
- emails sent to you for marketing purposes will include an option to unsubscribe from future email messages,
- you may unsubscribe from all mailing lists, with the exception of any emails regarding legal notices, invoicing, product updates, upgrades or license renewals,
- any third parties who send emails on our behalf will be required to comply with legislative requirements on unsolicited emails and the use of personal data.

We send emails from a number of different domains in both plain text and HTML email formats. Emails are usually sent using sender email addresses at:

@sophos.com

@email.sophos.com

@sophos.de

@sophos.fr

@sophos.co.jp

@sophos.it

@sophos.au
@sophos.com.au
@confirmation.sophos.com
@go.sophos.com
@get.sophos.com
@renewals.sophos.com
@productalert.sophos.com

Emails offering software downloads or free product trials will usually link to web pages on www.sophos.com or www.web.sophos.com. If you receive an email which claims to come from us but does not use these domains, or if you are suspicious that an email may not be approved by us, then please send a copy of the email to customerservice@sophos.com so we can investigate.

We have published best practice guidelines to help internet users learn how to avoid phishing emails at <http://www.sophos.com/security/best-practice/phishing.html>.

With whom might we share your personal data?

As a global company, we have international sites and users all over the world. When you give us personal data, that data may be used, processed or stored anywhere in the world, including countries outside the EEA.

We may also pass your personal data to suppliers, service providers, subcontractors, agents, distributors, resellers and other partners, some of whom may be located outside the EEA, in order to provide you with the information, products and services that you requested or otherwise for the purposes described in this privacy policy.

In the event that we receive requests from government departments, agencies or other official bodies, we will only disclose your information if and to the extent that we believe we are legally required to do so (for example, but without limitation, upon receipt of a court order, warrant, subpoena or equivalent).

Except as set out above, we will not disclose your personal data save where we need to do so in order to enforce our rights.

Whenever we share personal data, we take all reasonable steps to ensure that it is treated securely and in accordance with this privacy policy.

Links

This privacy policy applies to personal data collected by us. If an email or Site contains links to a third party site, please be aware that we are not responsible for the content or privacy practices of such site. We encourage our users to be aware when they leave our Site, and to read the privacy policy of other sites that collect personal data.

Security

We endeavor to hold all personal data securely in accordance with our internal security procedures and applicable law.

Unfortunately, no data transmission over the Internet or any other network can be guaranteed as 100% secure. As a result, while we strive to protect your personal data, we cannot ensure and do not warrant the security of any information you transmit to us, and this information is transmitted at your own risk.

If you have been given log-in details to provide you with access to certain parts of our Site (for example our partner portal), you are responsible for keeping those details confidential.



Contact

This is the website of Sophos Limited a company registered in England and Wales under company number 2096520 whose registered office is at The Pentagon, Abingdon Science Park, Abingdon, Oxon, OX14 3YP, United Kingdom and whose VAT registration number is 991 2418 08.

If you want to request any information about your personal data or believe that we are holding incorrect personal data on you, please contact customerservice@sophos.com. It is possible to obtain a copy of the information that we hold on you. A nominal charge of £10 may be made to cover administrative costs involved.

Notification of changes

We reserve the right to amend or vary this policy at any time and the revised policy will apply from the date posted on the Site. You accept that by doing this, we have provided you with sufficient notice of the amendment or variation.

EXHIBIT E
Employee Personal Use Policy

This extends section 15.5 of the Sophos End User License Agreement.

Personal use by Licensee's employees is currently permitted for the following Products only:

- Complete Security Suite
- Data Protection Suite
- Web Protection Suite
- Endpoint Protection Standard
- Enduser Protection and Enduser Protection bundles
- Endpoint Protection - Advanced
- Endpoint Protection - Business
- Endpoint Security and Control
- Endpoint Security and Data Protection
- Endpoint / Groupware Security and Control
- Endpoint / Groupware Security and Data Protection
- Enterprise Security and Control
- Sophos Security and Data Protection
- Endpoint Protection - Enterprise
- Protection Suite - Advanced
- Protection Suite - Enterprise

Where employee personal use is permitted, the Licensee's employees are allowed to use the Licensed Product at home on a single workstation provided that (i) Licensee shall be responsible for the distribution of Upgrades and Updates and the provision of technical support to such employees, and (ii) the Licensee's actual usage including such employee personal usage does not exceed the License Entitlement.

EXHIBIT F
Sophos Hardware Warranty Policy

This document forms part of the Sophos End User License Agreement and all terms used below shall have the meanings given to them therein.

1. For a period of one (1) year for UTM Hardware and three (3) years for other Hardware, from the date of original purchase from Sophos or such other period as may be specifically noted in the Schedule, as applicable, (the "Hardware Warranty Period") and provided always that Licensee has a valid, fully paid up, unexpired license and Maintenance subscription for such Product, Sophos warrants to the original purchaser only that the Hardware shall be free of defects in materials and workmanship under normal use and service and substantially conform to the Documentation. For certain Products, the Licensee may be able to purchase an extended Hardware Warranty Period, provided always that the Hardware Warranty Period shall not exceed the planned discontinuance date and shall be subject to the retirement policy for such Hardware as published at <https://www.sophos.com/en-us/support.aspx>.
2. If Sophos is notified in writing of a breach of the warranty in Clause 1 above during the Hardware Warranty Period, Sophos's entire liability and Licensee's sole remedy shall be (at Sophos's option) to correct, repair or replace the Hardware and/or Documentation as applicable within a reasonable time, or provide or authorize a refund of the Fee paid for such Hardware following the return of the Hardware accompanied by proof of purchase. Any items provided as replacement under the terms of this Hardware Warranty Policy will be warranted for the remainder of the original Hardware Warranty Period.
3. If Licensee has purchased Hardware which includes an advance replacement warranty, upon discovery of any failure of the Hardware, or any component thereof, to conform with the warranty in Clause 1 above during the Hardware Warranty Period, Licensee is required to contact Sophos and seek a Return Merchandise Authorization ("RMA") number. Sophos will promptly issue the requested RMA upon Sophos's determination that the warranty claim is valid in accordance with the terms and conditions of this Hardware Warranty Policy. Upon confirmation of Licensee's eligibility for the warranty rights described herein and Sophos's provision to Licensee of an RMA (which RMA may be provided, at Sophos's sole discretion, in response to Sophos's receipt of an automated notification from the Hardware), Sophos will ship Licensee replacement Hardware ("Advance Replacement Hardware"). Such Advance Replacement Hardware may, at Sophos's sole discretion, be new or refurbished, and be the same or a higher revision model. Within fifteen (15) days of receipt of the Advance Replacement Hardware, Licensee will return the allegedly defective Hardware or component part(s) of the Hardware to the return location indicated by Sophos, securely and properly packaged in the packaging provided with the Advance Replacement Hardware (if supplied), using the carriage designated and paid by Sophos, with the RMA number prominently displayed on the exterior of the packaging.
4. If Licensee has purchased Hardware which does not include an advance replacement warranty, upon discovery of any failure of the Hardware, or any component thereof, to conform with the warranty in Clause 1 above during the Hardware Warranty Period, Licensee is required to contact Sophos and seek an RMA number. Sophos will promptly issue the requested RMA upon Sophos's determination that the warranty claim is valid in accordance with the terms and conditions of this Hardware Warranty Policy. Licensee will return the allegedly defective Hardware or component part(s) of the Hardware to the return location indicated by Sophos, securely and properly packaged, carriage (and insurance at Licensee's option) prepaid by Licensee, with the RMA number prominently displayed on the exterior of the packaging. Upon receipt of a valid warranty claim and receipt of the Hardware at the return location indicated by Sophos, Sophos will (at its cost) ship Licensee replacement Hardware. Such replacement Hardware may, at Sophos's sole discretion, be new or refurbished, be the same or a higher revision model, and may be the returned Hardware repaired by or on behalf of Sophos.
5. Title to the allegedly defective Hardware or component part shall pass to Sophos upon receipt by Licensee of the Advance Replacement Hardware, if applicable, or on shipment by Licensee of the Hardware to the return location indicated by Sophos, whichever is the sooner. Should the Hardware or component part(s) of the Hardware

returned by Licensee: (i) be deemed not to be defective or 'no fault found', or (ii) be missing any Hardware, Sophos will invoice Licensee and Licensee agrees to pay the cost of the Hardware or component part of the Hardware, as applicable. If Licensee fails to return allegedly defective Hardware or any component part(s) of the Hardware to the return location indicated by Sophos within the referenced time limit, Licensee will be responsible for the cost of returning such item to the return location and Sophos will be entitled to enter Licensee's premises to repossess such item(s) at Licensee's sole cost.

6. SOPHOS SHALL NOT BE RESPONSIBLE FOR MAINTAINING OR PROTECTING ANY CONFIGURATION SETTINGS OR DATA FOUND ON THE RETURNED HARDWARE OR COMPONENT PART THEREOF.

7. Title to the Advance Replacement Hardware or any replacement Hardware provided to Licensee in accordance with Clauses 3 and 4 respectively shall pass to Licensee on shipping or payment of the Hardware Fee, whichever is the later. Risk of loss in relation to the Advance Replacement Hardware or any replacement Hardware provided to Licensee in accordance with Clauses 3 and 4 respectively passes to Licensee upon shipment of such Hardware to Licensee. Licensee shall be responsible for any associated insurance.

8. The warranties contained in this Hardware Warranty Policy do not apply to (a) repair or replacement caused or necessitated by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond those set out in the specifications; failure of air conditioning or humidity control; improper maintenance, or any other misuse, abuse or mishandling; (ii) force majeure including without limitation natural disasters such as fire, flood, wind, earthquake, lightning or similar disaster; (iii) governmental actions or inactions; (iv) strikes or work stoppages; (v) Licensee's failure to follow applicable use or operations instructions or manuals; (vi) Licensee's failure to implement, or to allow Sophos or its agents to implement, any corrections or modifications to the Hardware made available to Licensee by Sophos; or (vii) such other events outside Sophos's reasonable control; and/or (b) repair or replacement that would be contrary to Sanctions and Export Control Laws.

9. THE ABOVE HARDWARE WARRANTIES ARE NULL AND VOID IF ANY WARRANTY STICKERS ARE TAMPERED WITH OR ARE MISSING, OR IF THE HARDWARE WAS REPAIRED OR ALTERED BY PERSONNEL OTHER THAN THOSE AUTHORISED BY SOPHOS.

10. Consumers.

Sophos Hardware Products are not designed for Consumer use. Where Licensee is a Consumer using a Hardware Product, Clauses 1 and 2 above shall not apply; instead the following Clauses shall apply to the Consumer Licensee:

10.1 Where Sophos (or an authorized Partner of Sophos acting on Sophos's behalf) has provided a Hardware Product to a Consumer in return for a Fee from the Consumer or for some other value to Sophos which is derived from the Consumer, Sophos warrants that the Sophos Hardware Product will: (i) be of satisfactory quality, (ii) be reasonably fit for purpose, (iii) be as described in the Documentation, and (iv) if applicable, match any applicable models or samples of such Hardware Products.

10.2 Where Sophos is in breach of Clause 10.1, the Consumer may: (i) reject the Hardware Products within 30 days of the later of the delivery or the transfer of ownership or possession of such Products, or (ii) require Sophos, at Sophos's own cost, to repair or replace the Hardware Product within a reasonable time and without significant inconvenience to the Consumer, unless such remedies are impossible or if it is disproportionate to require Sophos to repair (as opposed to replace) the Hardware Product (or vice-versa).

10.3 Where the Consumer is entitled to the warranty under Clause 10.1 and Sophos has attempted to repair or replace the Hardware Product but:

- (i) the Hardware Product is still in breach of Clause 10.1 (whether for the same or a different reason);

- (ii) the repair or replacement was not completed within a reasonable time or without significant inconvenience to the Consumer; or
- (iii) the remedies under Clause 10.2(ii) above are impossible or disproportionate; the Consumer may elect to either keep the Hardware Product and Sophos will grant the Consumer a reasonable Fee reduction for such Hardware Product, or reject the Hardware Product and receive a refund (reduced by a deduction for use, taking into account any reasonable use by the Consumer of the Hardware Product in the period since it was delivered).

10.4 Where the Consumer is entitled to the warranty under Clause 10.1 and any alleged failure of the Hardware (or any component thereof) is discovered, Sophos shall pay for the reasonable carriage of such Hardware to Sophos, provided that if (i) the Hardware is deemed not to be defective or 'no fault found', or (ii) the shipment is missing any Hardware, the invoice issued by Sophos under Clause 5 will also include the costs paid by Sophos for delivery of the same.

11. Changes

Except where Licensee is a Consumer (in which case the Hardware Warranty Policy applicable at the time the Consumer entered into its contract with Sophos will apply), changes to this Hardware Warranty Policy shall be effective thirty (30) days from the date Licensee is advised of changes to this Hardware Warranty Policy.

12. This Agreement does not limit or disclaim any of the warranties specified in the GSA Multiple Award Schedule (MAS) contract under FAR 52.212-4(o). In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
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TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 811212)

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity locations within a one Hundred (100) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

CyberDefenses, Inc.
1 Chisholm Trail, Ste. 327
Round Rock, TX 78681

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.
- b. **REGULAR HOURS**
The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.
- c. **AFTER HOURS**
Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- d. **TRAVEL AND TRANSPORTATION**
If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
..... Units %
..... Units %
..... Units %

9. REPAIR SERVICE RATE PROVISIONS

- a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
- b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work

performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

- i. When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- ii. The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

- i. If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.
- ii. When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES				
LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS & HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	\$500	\$80	\$160	\$160
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	\$1,200/day	\$1,200/day	\$1,200/day	\$1,200/day
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	\$1,200/day	\$1,200/day	\$1,200/day	\$1,200/day
*MINIMUM CHARGES INCLUDE 8 FULL HOURS ON THE JOB.				
**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.				

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment _____ manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated _____, at a discount of ___% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 10 days.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAA1CTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAA1ETAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAA1GTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.25	12 Months
Sophos	CSAA2CTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAA2ETAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAA2GTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.64	24 Months
Sophos	CSAA3CTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$334.53	36 months
Sophos	CSAA3ETAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAA3GTAA V	811212	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.03	36 months
Sophos	CSAC1CTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAC1ETAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAC1GTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.25	12 Months
Sophos	CSAC2CTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months
Sophos	CSAC2ETAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAC2GTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.64	24 Months
Sophos	CSAC3CTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months -	\$334.53	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Renewal (Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSAC3ETAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAC3GTAA V	811212	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.03	36 months
Sophos	CSAD1CTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAD1ETAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAD1GTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.25	12 Months
Sophos	CSAD2CTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months
Sophos	CSAD2ETAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAD3CTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$334.53	36 months
Sophos	CSAD3ETAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAD3GTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.03	36 months
Sophos	CSAD2GTAA V	811212	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.64	24 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAE1CTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$128.74	12 Months
Sophos	CSAE1ETAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	12 Months
Sophos	CSAE1GTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$90.45	12 Months
Sophos	CSAE2CTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$193.35	24 Months
Sophos	CSAE2ETAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$77.53	24 Months
Sophos	CSAE2GTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$135.44	24 Months
Sophos	CSAE3CTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$257.96	36 months
Sophos	CSAE3ETAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$103.38	36 months
Sophos	CSAE3GTAA V	811212	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$180.43	36 months
Sophos	CSAF1CTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$128.74	12 Months
Sophos	CSAF1ETAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	12 Months
Sophos	CSAF1GTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months - Renewal - Government (Previously	\$90.45	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSAF2CTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$193.35	24 Months
Sophos	CSAF2ETAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$77.53	24 Months
Sophos	CSAF2GTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$135.44	24 Months
Sophos	CSAF3CTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$257.96	36 months
Sophos	CSAF3ETAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$103.38	36 months
Sophos	CSAF3GTAA V	811212	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$180.43	36 months
Sophos	CSAG1CTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$119.65	12 Months
Sophos	CSAG1ETAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$47.86	12 Months
Sophos	CSAG1GTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.75	12 Months
Sophos	CSAG2CTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$178.99	24 Months
Sophos	CSAG2ETAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$71.79	24 Months
Sophos	CSAG2GTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months -	\$125.39	24 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSAG3CTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$238.82	36 months
Sophos	CSAG3ETAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$95.72	36 months
Sophos	CSAG3GTAA V	811212	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	36 months
Sophos	CSTA1CTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.51	12 Months
Sophos	CSTA1ETAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$33.50	12 Months
Sophos	CSTA1GTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$58.63	12 Months
Sophos	CSTA2CTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$125.39	24 Months
Sophos	CSTA2ETAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$50.25	24 Months
Sophos	CSTA2GTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$87.82	24 Months
Sophos	CSTA3CTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.27	36 months
Sophos	CSTA3ETAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$66.76	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSTA3GTAA V	811212	Sophos Central Server Protection Standard - 1-1 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.02	36 months
Sophos	CSTC1CTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.51	12 Months
Sophos	CSTC1GTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$58.63	12 Months
Sophos	CSTC2CTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$125.39	24 Months
Sophos	CSTC2ETAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$50.25	24 Months
Sophos	CSTC2GTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$87.82	24 Months
Sophos	CSTC3CTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.27	36 months
Sophos	CSTC3ETAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$66.76	36 months
Sophos	CSTC3GTAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.02	36 months
Sophos	CSTC1ETAA V	811212	Sophos Central Server Protection Standard - 2-4 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$33.50	12 Months
Sophos	CSTD1CTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.51	12 Months
Sophos	CSTD1ETAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 12 Months -	\$33.50	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSTD1GTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$58.63	12 Months
Sophos	CSTD2CTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$125.39	24 Months
Sophos	CSTD2ETAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$50.25	24 Months
Sophos	CSTD2GTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$87.82	24 Months
Sophos	CSTD3CTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.27	36 months
Sophos	CSTD3ETAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$66.76	36 months
Sophos	CSTD3GTAA V	811212	Sophos Central Server Protection Standard - 5-9 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.02	36 months
Sophos	CSTE1CTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$64.37	12 Months
Sophos	CSTE1ETAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$25.84	12 Months
Sophos	CSTE1GTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$45.23	12 Months
Sophos	CSTE2CTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$96.68	24 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSTE2ETAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$38.77	24 Months
Sophos	CSTE2GTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.72	24 Months
Sophos	CSTE3CTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$128.98	36 months
Sophos	CSTE3ETAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	36 months
Sophos	CSTE3GTAA V	811212	Sophos Central Server Protection Standard - 10-24 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$90.21	36 months
Sophos	CSTF1CTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$64.37	12 Months
Sophos	CSTF1ETAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$25.84	12 Months
Sophos	CSTF1GTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$45.23	12 Months
Sophos	CSTF2CTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$96.68	24 Months
Sophos	CSTF2ETAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$38.77	24 Months
Sophos	CSTF2GTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.72	24 Months
Sophos	CSTF3CTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 36 Months -	\$128.98	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Renewal (Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSTF3ETAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	36 months
Sophos	CSTF3GTAA V	811212	Sophos Central Server Protection Standard - 25-49 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$90.21	36 months
Sophos	CSTG1CTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$59.82	12 Months
Sophos	CSTG1ETAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$23.93	12 Months
Sophos	CSTG1GTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$41.88	12 Months
Sophos	CSTG2CTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$89.50	24 Months
Sophos	CSTG2ETAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$35.89	24 Months
Sophos	CSTG2GTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$62.70	24 Months
Sophos	CSTG3CTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$119.41	36 months
Sophos	CSTG3ETAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$47.86	36 months
Sophos	CSTG3GTAA V	811212	Sophos Central Server Protection Standard - 50-99 Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.51	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSTH1CTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$59.82	12 Months
Sophos	CSTH1ETAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$23.93	12 Months
Sophos	CSTH1GTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$41.88	12 Months
Sophos	CSTH2CTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 24 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$89.50	24 Months
Sophos	CSTH2ETAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 24 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$35.89	24 Months
Sophos	CSTH2GTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 24 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$62.70	24 Months
Sophos	CSTH3CTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 36 Months - Renewal (Previously Sophos Cloud Server) [Electronic Delivery]	\$119.41	36 months
Sophos	CSTH3ETAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 36 Months - Renewal - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$47.86	36 months
Sophos	CSTH3GTAA V	811212	Sophos Central Server Protection Standard - 100+ Servers - 36 Months - Renewal - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.51	36 months
Sophos	R50Z2CHWE	811212	Sophos RED 50 -2 Year Warranty Extension	\$153.15	2 Year
Sophos	EM331CTAA Q	811212	Sophos SG 330 Email Protection - 12 Months - Renewal [Electronic Delivery]	\$1,383.12	12 Months
Sophos	EM332CTAA Q	811212	Sophos SG 330 Email Protection - 24 Months - Renewal [Electronic Delivery]	\$2,420.71	24 Months
Sophos	EM333CTAA Q	811212	Sophos SG 330 Email Protection - 36 Months - Renewal [Electronic Delivery]	\$3,319.50	36 months
Sophos	FG331CSAA Q	811212	Sophos SG 330 FullGuard - 12 Months [Electronic Delivery]	\$3,632.49	12 Months
Sophos	FG331CSPA Q	811212	Sophos SG 330 FullGuard 24x7- 12 Months [Electronic Delivery]	\$4,562.87	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	FG332CSAA Q	811212	Sophos SG 330 FullGuard - 24 Months [Electronic Delivery]	\$6,356.62	24 Months
Sophos	FG332CSPA Q	811212	Sophos SG 330 FullGuard 24x7 - 24 Months [Electronic Delivery]	\$7,984.79	24 Months
Sophos	FG333CSAA Q	811212	Sophos SG 330 FullGuard - 36 Months [Electronic Delivery]	\$8,718.00	36 months
Sophos	FG333CSPA Q	811212	Sophos SG 330 FullGuard 24x7 - 36 Months [Electronic Delivery]	\$10,951.08	36 months
Sophos	FG331CTAA Q	811212	Sophos SG 330 FullGuard - 12 Months - Renewal [Electronic Delivery]	\$3,450.63	12 Months
Sophos	FG331CTPA Q	811212	Sophos SG 330 FullGuard 24x7 - 12 Months - Renewal [Electronic Delivery]	\$4,335.06	12 Months
Sophos	FG332CTAA Q	811212	Sophos SG 330 FullGuard - 24 Months - Renewal [Electronic Delivery]	\$6,038.84	24 Months
Sophos	FG332CTPA Q	811212	Sophos SG 330 FullGuard 24x7 - 24 Months - Renewal [Electronic Delivery]	\$7,585.64	24 Months
Sophos	FG333CTAA Q	811212	Sophos SG 330 FullGuard - 36 Months - Renewal [Electronic Delivery]	\$8,282.47	36 months
Sophos	FG333CTPA Q	811212	Sophos SG 330 FullGuard 24x7 - 36 Months - Renewal [Electronic Delivery]	\$10,403.58	36 months
Sophos	FG331CSPS Q	811212	Sophos SG 330 FullGuard Plus 24x7- 12 Months [Electronic Delivery]	\$5,870.38	12 Months
Sophos	FG331CSSA Q	811212	Sophos SG 330 FullGuard Plus - 12 Months [Electronic Delivery]	\$4,940.96	12 Months
Sophos	FG332CSPS Q	811212	Sophos SG 330 FullGuard Plus 24x7 - 24 Months [Electronic Delivery]	\$10,273.40	24 Months
Sophos	FG332CSSA Q	811212	Sophos SG 330 FullGuard Plus - 24 Months [Electronic Delivery]	\$8,646.20	24 Months
Sophos	FG333CSPS Q	811212	Sophos SG 330 FullGuard Plus 24x7 - 36 Months [Electronic Delivery]	\$14,088.72	36 months
Sophos	FG333CSSA Q	811212	Sophos SG 330 FullGuard Plus - 36 Months [Electronic Delivery]	\$11,857.54	36 months
Sophos	FG331CTPS Q	811212	Sophos SG 330 FullGuard Plus 24x7 - 12 Months - Renewal [Electronic Delivery]	\$5,576.52	12 Months
Sophos	FG331CTSA Q	811212	Sophos SG 330 FullGuard Plus - 12 Months - Renewal [Electronic Delivery]	\$4,693.05	12 Months
Sophos	FG332CTPS Q	811212	Sophos SG 330 FullGuard Plus 24x7 - 24 Months - Renewal [Electronic Delivery]	\$9,759.40	24 Months
Sophos	FG332CTSA Q	811212	Sophos SG 330 FullGuard Plus - 24 Months - Renewal [Electronic Delivery]	\$8,213.55	24 Months
Sophos	FG333CTPS Q	811212	Sophos SG 330 FullGuard Plus 24x7 - 36 Months - Renewal [Electronic Delivery]	\$13,384.23	36 months
Sophos	FG333CTSA Q	811212	Sophos SG 330 FullGuard Plus - 36 Months - Renewal [Electronic Delivery]	\$11,264.08	36 months
Sophos	NP331CTAA Q	811212	Sophos SG 330 Network Protection - 12 Months - Renewal [Electronic Delivery]	\$955.26	12 Months
Sophos	NP332CTAA Q	811212	Sophos SG 330 Network Protection - 24 Months - Renewal [Electronic Delivery]	\$1,672.19	24 Months
Sophos	NP333CTAA Q	811212	Sophos SG 330 Network Protection - 36 Months - Renewal [Electronic Delivery]	\$2,293.40	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	PR331CFAA S	811212	Sophos SG 330 Premium Support - 12 Months - Renewal [Electronic Delivery]	\$882.52	12 Months
Sophos	PR332CFAA S	811212	Sophos SG 330 Premium Support - 24 Months - Renewal [Electronic Delivery]	\$1,544.89	24 Months
Sophos	PR333CFAA S	811212	Sophos SG 330 Premium Support - 36 Months - Renewal [Electronic Delivery]	\$2,119.19	36 months
Sophos	WB331CTAA Q	811212	Sophos SG 330 Web Protection - 12 Months - Renewal [Electronic Delivery]	\$1,719.09	12 Months
Sophos	WB332CTAA Q	811212	Sophos SG 330 Web Protection - 24 Months - Renewal [Electronic Delivery]	\$3,009.37	24 Months
Sophos	WB333CTAA Q	811212	Sophos SG 330 Web Protection - 36 Months - Renewal [Electronic Delivery]	\$4,126.40	36 months
Sophos	WS331CTAA Q	811212	Sophos SG 330 Webserver Protection - 12 Months - Renewal [Electronic Delivery]	\$1,070.13	12 Months
Sophos	WS332CTAA Q	811212	Sophos SG 330 Webserver Protection - 24 Months - Renewal [Electronic Delivery]	\$1,873.20	24 Months
Sophos	WS333CTAA Q	811212	Sophos SG 330 Webserver Protection - 36 Months - Renewal [Electronic Delivery]	\$2,569.07	36 months
Sophos	WI331CTAA Q	811212	Sophos SG 330 Wireless Protection - 12 Months - Renewal [Electronic Delivery]	\$648.97	12 Months
Sophos	WI332CTAA Q	811212	Sophos SG 330 Wireless Protection - 24 Months - Renewal [Electronic Delivery]	\$1,137.13	24 Months
Sophos	WI333CTAA Q	811212	Sophos SG 330 Wireless Protection - 36 Months - Renewal [Electronic Delivery]	\$1,558.29	36 months
Sophos	EM651CTAA S	811212	Sophos SG 650 Email Protection - 12 Months - Renewal [Electronic Delivery]	\$6,921.36	12 Months
Sophos	EM652CTAA S	811212	Sophos SG 650 Email Protection - 24 Months - Renewal [Electronic Delivery]	\$12,112.14	24 Months
Sophos	EM653CTAA S	811212	Sophos SG 650 Email Protection - 36 Months - Renewal [Electronic Delivery]	\$16,610.88	36 months
Sophos	FG651CSAA S	811212	Sophos SG 650 FullGuard - 12 Months [Electronic Delivery]	\$18,181.61	12 Months
Sophos	FG652CSAA S	811212	Sophos SG 650 FullGuard - 24 Months [Electronic Delivery]	\$31,817.57	24 Months
Sophos	FG653CSAA S	811212	Sophos SG 650 FullGuard - 36 Months [Electronic Delivery]	\$43,635.87	36 months
Sophos	FG653CSPA S	811212	Sophos SG 650 FullGuard 24x7 - 36 Months [Electronic Delivery]	\$54,245.24	36 months
Sophos	FG651CTAA S	811212	Sophos SG 650 FullGuard - 12 Months - Renewal [Electronic Delivery]	\$17,272.29	12 Months
Sophos	FG652CTAA S	811212	Sophos SG 650 FullGuard - 24 Months - Renewal [Electronic Delivery]	\$30,226.75	24 Months
Sophos	FG652CTPA S	811212	Sophos SG 650 FullGuard 24x7 - 24 Months - Renewal [Electronic Delivery]	\$37,575.97	24 Months
Sophos	FG653CTAA S	811212	Sophos SG 650 FullGuard - 36 Months - Renewal [Electronic Delivery]	\$41,454.46	36 months
Sophos	FG651CTPA S	811212	Sophos SG 650 FullGuard 24x7 - 12 Months - Renewal [Electronic Delivery]	\$21,472.39	12 Months
Sophos	FG653CTPA S	811212	Sophos SG 650 FullGuard 24x7 - 36 Months - Renewal [Electronic Delivery]	\$51,533.55	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	FG651CSPA S	811212	Sophos SG 650 FullGuard 24x7- 12 Months [Electronic Delivery]	\$22,601.86	12 Months
Sophos	FG652CSPA S	811212	Sophos SG 650 FullGuard 24x7 - 24 Months [Electronic Delivery]	\$39,553.50	24 Months
Sophos	NP651CTAA S	811212	Sophos SG 650 Network Protection - 12 Months - Renewal [Electronic Delivery]	\$4,784.94	12 Months
Sophos	NP652CTAA S	811212	Sophos SG 650 Network Protection - 24 Months - Renewal [Electronic Delivery]	\$8,373.40	24 Months
Sophos	NP653CTAA S	811212	Sophos SG 650 Network Protection - 36 Months - Renewal [Electronic Delivery]	\$11,483.27	36 months
Sophos	PR651CFAA T	811212	Sophos SG 650 Premium Support - 12 Months - Renewal [Electronic Delivery]	\$4,200.10	12 Months
Sophos	PR652CFAA T	811212	Sophos SG 650 Premium Support - 24 Months - Renewal [Electronic Delivery]	\$7,349.22	24 Months
Sophos	PR653CFAA T	811212	Sophos SG 650 Premium Support - 36 Months - Renewal [Electronic Delivery]	\$10,079.09	36 months
Sophos	WB651CTAA S	811212	Sophos SG 650 Web Protection - 12 Months - Renewal [Electronic Delivery]	\$8,605.99	12 Months
Sophos	WB652CTAA S	811212	Sophos SG 650 Web Protection - 24 Months - Renewal [Electronic Delivery]	\$15,061.21	24 Months
Sophos	WB653CTAA S	811212	Sophos SG 650 Web Protection - 36 Months - Renewal [Electronic Delivery]	\$20,654.96	36 months
Sophos	WS651CTAA S	811212	Sophos SG 650 Webserver Protection - 12 Months - Renewal [Electronic Delivery]	\$3,155.82	12 Months
Sophos	WS652CTAA S	811212	Sophos SG 650 Webserver Protection - 24 Months - Renewal [Electronic Delivery]	\$5,522.92	24 Months
Sophos	WS653CTAA S	811212	Sophos SG 650 Webserver Protection - 36 Months - Renewal [Electronic Delivery]	\$7,574.16	36 months
Sophos	WI651CTAA S	811212	Sophos SG 650 Wireless Protection - 12 Months - Renewal [Electronic Delivery]	\$2,167.05	12 Months
Sophos	WI652CTAA S	811212	Sophos SG 650 Wireless Protection - 24 Months - Renewal [Electronic Delivery]	\$3,791.39	24 Months
Sophos	WI653CTAA S	811212	Sophos SG 650 Wireless Protection - 36 Months - Renewal [Electronic Delivery]	\$5,200.35	36 months
Sophos	XM331CTAA Q	811212	Sophos XG 330 Email Protection - 12 Months - Renewal [Electronic Delivery]	\$1,383.12	12 Months
Sophos	XM332CTAA Q	811212	Sophos XG 330 Email Protection - 24 Months - Renewal [Electronic Delivery]	\$2,419.75	24 Months
Sophos	XM333CTAA Q	811212	Sophos XG 330 Email Protection - 36 Months - Renewal [Electronic Delivery]	\$3,318.54	36 months
Sophos	EP331CFAA T	811212	Sophos XG 330 Enhanced Plus Support - 12 Months - Renewal [Electronic Delivery]	\$898.79	12 Months
Sophos	EP332CFAA T	811212	Sophos XG 330 Enhanced Plus Support - 24 Months - Renewal [Electronic Delivery]	\$1,573.60	24 Months
Sophos	EP333CFAA T	811212	Sophos XG 330 Enhanced Plus Support - 36 Months - Renewal [Electronic Delivery]	\$2,157.48	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	EN331CFAA T	811212	Sophos XG 330 Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$544.63	12 Months
Sophos	EN332CFAA T	811212	Sophos XG 330 Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$953.35	24 Months
Sophos	EN333CFAA T	811212	Sophos XG 330 Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$1,307.51	36 months
Sophos	EP331CFUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 12 Months - Renewal [Electronic Delivery]	\$354.16	12 Months
Sophos	EP332CFUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 24 Months - Renewal [Electronic Delivery]	\$620.25	24 Months
Sophos	EP333CFUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 36 Months - Renewal [Electronic Delivery]	\$849.97	36 months
Sophos	EP331CEUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 12 Months [Electronic Delivery]	\$373.30	12 Months
Sophos	EP332CEUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 24 Months [Electronic Delivery]	\$652.80	24 Months
Sophos	EP333CEUP T	811212	Sophos XG 330 Enhanced to Enhanced Plus Support Upgrade - 36 Months [Electronic Delivery]	\$894.96	36 months
Sophos	NG331CSEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 12 Months [Electronic Delivery]	\$3,037.13	12 Months
Sophos	NG332CSEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 24 Months [Electronic Delivery]	\$5,315.21	24 Months
Sophos	NG333CSEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 36 Months [Electronic Delivery]	\$7,289.87	36 months
Sophos	NG331CTEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$2,885.89	12 Months
Sophos	NG332CTEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$5,050.08	24 Months
Sophos	NG333CTEA Q	811212	Sophos XG 330 Enterprise Guard with Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$6,925.19	36 months
Sophos	NS331CTEA Q	811212	Sophos XG 330 Enterprise Guard Plus with Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$4,128.31	12 Months
Sophos	NS332CTEA Q	811212	Sophos XG 330 Enterprise Guard Plus with Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$7,223.83	24 Months
Sophos	NS333CTEA Q	811212	Sophos XG 330 Enterprise Guard Plus with Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$9,907.76	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	XF331CSEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 12 Months [Electronic Delivery]	\$4,206.80	12 Months
Sophos	XF332CSEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 24 Months [Electronic Delivery]	\$7,360.71	24 Months
Sophos	XF333CSEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 36 Months [Electronic Delivery]	\$10,095.37	36 months
Sophos	XF331CTEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$3,996.22	12 Months
Sophos	XF332CTEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$6,993.15	24 Months
Sophos	XF333CTEA Q	811212	Sophos XG 330 FullGuard with Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$9,589.97	36 months
Sophos	XN331CTAA Q	811212	Sophos XG 330 Network Protection - 12 Months - Renewal [Electronic Delivery]	\$956.22	12 Months
Sophos	XN332CTAA Q	811212	Sophos XG 330 Network Protection - 24 Months - Renewal [Electronic Delivery]	\$1,673.15	24 Months
Sophos	XN333CTAA Q	811212	Sophos XG 330 Network Protection - 36 Months - Renewal [Electronic Delivery]	\$2,294.36	36 months
Sophos	XB331CTAA Q	811212	Sophos XG 330 Web Protection - 12 Months - Renewal [Electronic Delivery]	\$1,719.09	12 Months
Sophos	XB332CTAA Q	811212	Sophos XG 330 Web Protection - 24 Months - Renewal [Electronic Delivery]	\$3,009.37	24 Months
Sophos	XB333CTAA Q	811212	Sophos XG 330 Web Protection - 36 Months - Renewal [Electronic Delivery]	\$4,127.36	36 months
Sophos	XS331CTAA Q	811212	Sophos XG 330 Webserver Protection - 12 Months - Renewal [Electronic Delivery]	\$1,070.13	12 Months
Sophos	XS332CTAA Q	811212	Sophos XG 330 Webserver Protection - 24 Months - Renewal [Electronic Delivery]	\$1,872.24	24 Months
Sophos	XS333CTAA Q	811212	Sophos XG 330 Webserver Protection - 36 Months - Renewal [Electronic Delivery]	\$2,567.15	36 months
Sophos	XM651CTAA S	811212	Sophos XG 650 Email Protection - 12 Months - Renewal [Electronic Delivery]	\$6,921.36	12 Months
Sophos	XM652CTAA S	811212	Sophos XG 650 Email Protection - 24 Months - Renewal [Electronic Delivery]	\$12,112.14	24 Months
Sophos	XM653CTAA S	811212	Sophos XG 650 Email Protection - 36 Months - Renewal [Electronic Delivery]	\$16,610.88	36 months
Sophos	EP651CFAA T	811212	Sophos XG 650 Enhanced Plus Support - 12 Months - Renewal [Electronic Delivery]	\$4,274.76	12 Months
Sophos	EP652CFAA T	811212	Sophos XG 650 Enhanced Plus Support - 24 Months - Renewal [Electronic Delivery]	\$7,481.31	24 Months
Sophos	EP653CFAA T	811212	Sophos XG 650 Enhanced Plus Support - 36 Months - Renewal [Electronic Delivery]	\$10,260.00	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	EN651CFAA T	811212	Sophos XG 650 Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$2,591.08	12 Months
Sophos	EN652CFAA T	811212	Sophos XG 650 Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$4,534.16	24 Months
Sophos	EN653CFAA T	811212	Sophos XG 650 Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$6,217.83	36 months
Sophos	EP651CFUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 12 Months - Renewal [Electronic Delivery]	\$1,683.68	12 Months
Sophos	EP652CFUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 24 Months - Renewal [Electronic Delivery]	\$2,947.15	24 Months
Sophos	EP653CFUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 36 Months - Renewal [Electronic Delivery]	\$4,042.17	36 months
Sophos	EP651CEUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 12 Months [Electronic Delivery]	\$1,772.70	12 Months
Sophos	EP652CEUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 24 Months [Electronic Delivery]	\$3,102.22	24 Months
Sophos	EP653CEUP T	811212	Sophos XG 650 Enhanced to Enhanced Plus Support Upgrade - 36 Months [Electronic Delivery]	\$4,254.66	36 months
Sophos	NG651CTEA S	811212	Sophos XG 650 Enterprise Guard with Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$10,191.08	12 Months
Sophos	NG652CTEA S	811212	Sophos XG 650 Enterprise Guard with Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$17,834.16	24 Months
Sophos	NG653CTEA S	811212	Sophos XG 650 Enterprise Guard with Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$24,457.83	36 months
Sophos	XF651CTEA S	811212	Sophos XG 650 FullGuard with Enhanced Support - 12 Months - Renewal [Electronic Delivery]	\$19,863.38	12 Months
Sophos	XF652CTEA S	811212	Sophos XG 650 FullGuard with Enhanced Support - 24 Months - Renewal [Electronic Delivery]	\$34,760.91	24 Months
Sophos	XF653CTEA S	811212	Sophos XG 650 FullGuard with Enhanced Support - 36 Months - Renewal [Electronic Delivery]	\$47,672.29	36 months
Sophos	XN651CTAA S	811212	Sophos XG 650 Network Protection - 12 Months - Renewal [Electronic Delivery]	\$4,784.94	12 Months
Sophos	XN652CTAA S	811212	Sophos XG 650 Network Protection - 24 Months - Renewal [Electronic Delivery]	\$8,373.40	24 Months
Sophos	XN653CTAA S	811212	Sophos XG 650 Network Protection - 36 Months - Renewal [Electronic Delivery]	\$11,483.27	36 months
Sophos	XB651CTAA S	811212	Sophos XG 650 Web Protection - 12 Months - Renewal [Electronic Delivery]	\$6,908.92	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	XB652CTAA S	811212	Sophos XG 650 Web Protection - 24 Months - Renewal [Electronic Delivery]	\$12,091.08	24 Months
Sophos	XB653CTAA S	811212	Sophos XG 650 Web Protection - 36 Months - Renewal [Electronic Delivery]	\$16,581.21	36 months
Sophos	XS651CTAA S	811212	Sophos XG 650 Webserver Protection - 12 Months - Renewal [Electronic Delivery]	\$3,155.82	12 Months
Sophos	XS652CTAA S	811212	Sophos XG 650 Webserver Protection - 24 Months - Renewal [Electronic Delivery]	\$5,522.92	24 Months
Sophos	XS653CTAA S	811212	Sophos XG 650 Webserver Protection - 36 Months - Renewal [Electronic Delivery]	\$7,574.16	36 months

**TERMS AND CONDITIONS APPLICABLE TO SOFTWARE LICENSES OF GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (SPECIAL
ITEM NUMBER 511210)**

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract. See attached EULA.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (512) 255-3700 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am (Central Time) to 5:00pm (Central Time)

5. SOFTWARE MAINTENANCE

- a. Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Software Maintenance as a product is billed at the time of purchase.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 511210, AND SIN 132-34)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101. b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion

- thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

9. RIGHT-TO-COPY PRICING

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

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAA1CSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAA1ESAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAA1GSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.26	12 Months
Sophos	CSAA2CSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months
Sophos	CSAA2ESAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAA2GSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.65	24 Months
Sophos	CSAA3CSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$334.54	36 months
Sophos	CSAA3ESAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAA3GSAA V	511210	Sophos Central Server Protection Advanced - 1-1 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.04	36 months
Sophos	CSAC1CSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAC1ESAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAC1GSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.26	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAC2CSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months
Sophos	CSAC2ESAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAC2GSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.65	24 Months
Sophos	CSAC3CSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$334.54	36 months
Sophos	CSAC3ESAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAC3GSAA V	511210	Sophos Central Server Protection Advanced - 2-4 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.04	36 months
Sophos	CSAD1CSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	12 Months
Sophos	CSAD1ESAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.00	12 Months
Sophos	CSAD1GSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$117.26	12 Months
Sophos	CSAD2CSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$250.78	24 Months
Sophos	CSAD2ESAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$100.50	24 Months
Sophos	CSAD2GSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$175.65	24 Months
Sophos	CSAD3CSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months	\$334.54	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			(Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSAD3ESAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$133.53	36 months
Sophos	CSAD3GSAA V	511210	Sophos Central Server Protection Advanced - 5-9 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$234.04	36 months
Sophos	CSAE1CSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$128.75	12 Months
Sophos	CSAE1ESAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	12 Months
Sophos	CSAE1GSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$90.46	12 Months
Sophos	CSAE2CSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$193.35	24 Months
Sophos	CSAE2ESAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$77.53	24 Months
Sophos	CSAE2GSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$135.45	24 Months
Sophos	CSAE3CSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$257.97	36 months
Sophos	CSAE3GSAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$180.43	36 months
Sophos	CSAE3ESAA V	511210	Sophos Central Server Protection Advanced - 10-24 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$103.39	36 months
Sophos	CSAF1CSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$128.75	12 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSAF1ESAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$51.69	12 Months
Sophos	CSAF1GSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$90.46	12 Months
Sophos	CSAF2CSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$193.35	24 Months
Sophos	CSAF2ESAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$77.53	24 Months
Sophos	CSAF2GSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$135.45	24 Months
Sophos	CSAF3CSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$257.97	36 months
Sophos	CSAF3ESAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$103.39	36 months
Sophos	CSAF3GSAA V	511210	Sophos Central Server Protection Advanced - 25-49 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$180.43	36 months
Sophos	CSAG1CSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$119.65	12 Months
Sophos	CSAG1ESAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$47.86	12 Months
Sophos	CSAG1GSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$83.76	12 Months
Sophos	CSAG2CSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$178.99	24 Months
Sophos	CSAG2ESAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months -	\$71.79	24 Months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
			Education (Previously Sophos Cloud Server) [Electronic Delivery]		
Sophos	CSAG2GSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$125.39	24 Months
Sophos	CSAG3CSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$238.82	36 months
Sophos	CSAG3ESAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$95.73	36 months
Sophos	CSAG3GSAA V	511210	Sophos Central Server Protection Advanced - 50-99 Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$167.03	36 months
Sophos	CSTH1CSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 12 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$67.78	12 Months
Sophos	CSTH1ESAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$27.11	12 Months
Sophos	CSTH1GSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 12 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$47.45	12 Months
Sophos	CSTH2CSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 24 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$101.39	24 Months
Sophos	CSTH2ESAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 24 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$40.67	24 Months
Sophos	CSTH2GSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 24 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$71.03	24 Months
Sophos	CSTH3CSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 36 Months (Previously Sophos Cloud Server) [Electronic Delivery]	\$135.30	36 months
Sophos	CSTH3ESAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 36 Months - Education (Previously Sophos Cloud Server) [Electronic Delivery]	\$54.22	36 months

MFG	MFR PART NO	SIN	DESCRIPTION	GSA PRICE	WARRANTY
Sophos	CSTH3GSAA	511210	Sophos Central Server Protection Standard - 100+ Servers - 36 Months - Government (Previously Sophos Cloud Server) [Electronic Delivery]	\$94.64	36 months
Sophos	XM331CSAA Q	511210	Sophos XG 330 Email Protection - 12 Months [Electronic Delivery]	\$1,455.87	12 Months
Sophos	XM332CSAA Q	511210	Sophos XG 330 Email Protection - 24 Months [Electronic Delivery]	\$2,547.05	24 Months
Sophos	XM333CSAA Q	511210	Sophos XG 330 Email Protection - 36 Months [Electronic Delivery]	\$3,493.70	36 months
Sophos	XN331CSAA Q	511210	Sophos XG 330 Network Protection - 12 Months [Electronic Delivery]	\$1,005.99	12 Months
Sophos	XN332CSAA Q	511210	Sophos XG 330 Network Protection - 24 Months [Electronic Delivery]	\$1,761.21	24 Months
Sophos	XN333CSAA Q	511210	Sophos XG 330 Network Protection - 36 Months [Electronic Delivery]	\$2,414.96	36 months
Sophos	XB331CSAA Q	511210	Sophos XG 330 Web Protection - 12 Months [Electronic Delivery]	\$1,810.03	12 Months
Sophos	XB332CSAA Q	511210	Sophos XG 330 Web Protection - 24 Months [Electronic Delivery]	\$3,167.30	24 Months
Sophos	XB333CSAA Q	511210	Sophos XG 330 Web Protection - 36 Months [Electronic Delivery]	\$4,343.68	36 months
Sophos	XS331CSAA Q	511210	Sophos XG 330 Webserver Protection - 12 Months [Electronic Delivery]	\$1,126.60	12 Months
Sophos	XS332CSAA Q	511210	Sophos XG 330 Webserver Protection - 24 Months [Electronic Delivery]	\$1,970.83	24 Months
Sophos	XS333CSAA Q	511210	Sophos XG 330 Webserver Protection - 36 Months [Electronic Delivery]	\$2,703.07	36 months

TERMS AND CONDITIONS APPLICABLE TO HIGHLY ADAPTIVE CYBERSECURITY SERVICES (HACS) (SPECIAL ITEM NUMBERS 54151HACS)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151HACS Highly Adaptive Cybersecurity Services (HACS) apply exclusively to Highly Adaptive Cybersecurity Services (HACS) within the scope of this Information Technology Schedule.
- b. Services under this SIN are limited to Highly Adaptive Cybersecurity Services only. Software and hardware products that are under different Special Item Numbers on the IT Schedule 70 may be quoted along with services to provide a total solution.
- c. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.
- d. Highly Adaptive Cybersecurity Services provided under this SIN shall comply with all Cybersecurity certifications and industry standards as applicable pertaining to the type of services as specified by ordering agency.
- e. The scope of the HACS SIN includes proactive and reactive cybersecurity services. Assessment services needed for systems categorized as High Value Assets (HVA) are also within scope of this SIN. It includes Risk and Vulnerability Assessments (RVA), Security Architecture Review (SAR), and Systems Security Engineering (SSE). Additionally, the scope of the SIN includes services for the seven step Risk Management Framework (RMF), and Security Operations Center (SOC) services
 - The seven-step RMF includes preparation, information security categorization; control selection, implementation, and assessment; system and common control authorizations; and continuous monitoring. RMF activities may also include Information Security Continuous Monitoring Assessment (ISCM) which evaluate organization-wide ISCM implementations, and also Federal Incident Response Evaluations (FIREs), which assess an organization's incident management functions.
 - SOC services are services such as: 24x7x365 monitoring and analysis, traffic analysis, incident response and coordination, penetration testing, anti-virus management, intrusion detection and prevention, and information sharing.

There are five subcategories under the HACS SIN. Vendors listed within each subcategory in GSA eLibrary have passed a technical evaluation for that specific subcategory:

- **High Value Asset Assessments** – include Risk and Vulnerability Assessment (RVA) which assesses threats and vulnerabilities, determines deviations from acceptable

- configurations, enterprise or local policy, assesses the level of risk, and develops and/or recommends appropriate mitigation countermeasures in operational and non-operational situations. See the section below on RVA for details on those services. Security Architecture Review (SAR) evaluates a subset of the agency's HVA security posture to determine whether the agency has properly architected its cybersecurity solutions and ensures that agency leadership fully understands the risks inherent in the implemented cybersecurity solution. The SAR process utilizes in-person interviews, documentation reviews, and leading practice evaluations of the HVA environment and supporting systems. SAR provides a holistic analysis of how an HVA's individual security components integrate and operate, including how data is protected during operations. Systems Security Engineering (SSE) identifies security vulnerabilities and minimizes or contains risks associated with these vulnerabilities spanning the Systems Development Life Cycle. SSE focuses on, but is not limited to the following security areas: perimeter security, network security, endpoint security, application security, physical security, and data security.
- **Risk and Vulnerability Assessment** – assesses threats and vulnerabilities, determines deviations from acceptable configurations, enterprise or local policy, assesses the level of risk, and develops and/or recommends appropriate mitigation countermeasures in operational and non-operational situations. The services offered in the RVA sub-category include Network Mapping, Vulnerability Scanning, Phishing Assessment, Wireless Assessment, Web Application Assessment, Operating System Security Assessment (OSSA), Database Assessment, and Penetration Testing.
 - **Cyber Hunt** – activities respond to crises or urgent situations within the pertinent domain to mitigate immediate and potential threats. Cyber Hunts start with the premise that threat actors known to target some organizations in a specific industry or with specific systems are likely to also target other organizations in the same industry or with the same systems.
 - **Incident Response** – services help organizations impacted by a cybersecurity compromise determine the extent of the incident, remove the adversary from their systems, and restore their networks to a more secure state.
 - **Penetration Testing** – is security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.

- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

Inspection of services is in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017) and (ALTERNATE I – JAN 2017) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State,

City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (May 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to ordering activity security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite Highly Adaptive Cybersecurity Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. Payments for services is in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017) and (ALTERNATE I – JAN 2017) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

a. Description:

CISO Advisor Engage - In the Chief Information Security Officer (CISO) Advisor Engage

program, CyberDefenses works with the client to obtain an initial understand of the client environment. The CISO Advisor will review existing policies, procedures and technologies. With the client, the CISO Advisor will review the current architecture, the organization's current status and plans going forward. With this information and knowledge of the current threat landscape, the CISO Advisor will produce a short-form Security Implementation Roadmap, which provides a prioritized set of recommendations for the client to improve their security posture.

Election Security Assessment (ESA) – This assessment takes advanced cybersecurity principals and applies them to the business of managing an election. This assessment will evaluate the policies, practices, and technologies of the election organization, comparing those activities to the security practices defined in well-known industry standards. This assessment will also analyze the current infrastructure for currently active threats, searching for malware and attacker activity.

Election Security Monitoring (ESM) - This package provides a comprehensive collection of CISO Advisory (Cyber Navigator), Threat Intelligence monitoring and 24x7 security monitoring to provide the necessary security to prepare for the upcoming election.

External Threat Intelligence Assessment - In this assessment Threat Intelligence Analysts will scan the criminal elements of the Internet (known as the Darknet) for any reference to the client's brand or environment. This review will include more than 8000 discovered stolen datasets (from 3rd party organizations), Darknet sites that distribute stolen property and hacker communication forums. This review will also consider the common mechanism that an adversary might use to attack the client and suggest specific improvements to the client's Internet presence to help improve their security posture.

Local Government Security Assessment - The Local Government Security Assessment (LGSA) takes advanced cybersecurity principals and applies them to the business of managing a local government. This assessment will evaluate the policies, practices, and technologies of the government organization, comparing those activities to the security practices defined in well-known industry standards. This assessment will also analyze the current infrastructure for currently active threats, searching for malware and attacker activity.

NIST 800-171 Assessment - The NIST 800-171 specification is defined by the federal government as a set of requirements to define the security elements that must be used to protect information that is defined by the federal government to be Controlled Unclassified Information (CUI). Compliance with this specification is required for any organization that has a contract with any federal agency.

NIST Cybersecurity Framework Assessment - In a NIST CSF Assessment, a CISO Advisor will lead the organization through a review of their capabilities, technology, and policies

in order to capture and describe the current security posture. The organization will be assigned a Cybersecurity Maturity Model Index (CMMI) level for each of the defined security controls in the NIST Cybersecurity Framework. These scores provide a mechanism to quantify the organization’s capabilities in a clear way. A Gap Assessment will then be provided to help the client identify the steps required to reach compliance with the CSF.

Penetration Testing Services - In this Service, skilled application network penetration testers that utilized industry leading vulnerability analysis, as well as their own manual testing skills, to identify and document vulnerabilities that may allow unauthorized access to a network or application.

School Security Assessment - The School Security Assessment (SSA) takes advanced cybersecurity principals and applies them to the business of managing a school. This assessment will evaluate the policies, practices, and technologies of each school, comparing those activities to the security practices defined in well-known industry standards. This assessment will also analyze the current infrastructure for currently active threats, searching for malware and attacker activity across the school’s internal and student networks.

School Security Monitoring - The School Security Monitoring (SSM) packages provide a comprehensive collection of CISO Advisory, Threat Intelligence monitoring and 24x7 security monitoring to provide the necessary security services to provide strong protection for your school.

Security & Threat Hunting Assessment - In this assessment a CISO Advisor and SecOps Engineer will perform an assessment of the security technologies and general systems in use by the client to determine whether a threat may exist within the client environment. Each client host (Windows, Linux, Mac) will be evaluated to determine whether malware may exist.

Security Monitoring Package - The Security Monitoring Packages offer a collection of key security resources that are critical to providing high quality security for every organization. These packages are offered at different content levels, depending on the size of your organization. Every package includes an appropriate level of 24x7 Security Monitoring, Threat Intelligence monitoring and CISO Advisory. The details of each offering are outlined in the CyberDefenses Catalog.

b. Pricing:

Service	SKU	Population	Type	Unit	Price
CISO Advisor Engage	CAA-001-1000	< 500 Employees		Assessment	\$10,065.49

Service	SKU	Population	Type	Unit	Price
Election Security Assessment	ESA-001-1000-01	< 10,000 registered voters	Initial	Assessment	\$14,844.74
Election Security Assessment	ESA-001-1000-02	< 10,000 registered voters	Follow-on	Assessment	\$9,649.45
Election Security Assessment	ESA-002-1000-01	< 100,000 registered voters	Initial	Assessment	\$23,456.32
Election Security Assessment	ESA-002-1000-02	< 100,000 registered voters	Follow-on	Assessment	\$15,246.61
Election Security Assessment	ESA-003-1000-01	< 500,000 registered voters	Initial	Assessment	\$36,742.77
Election Security Assessment	ESA-003-1000-02	< 500,000 registered voters	Follow-on	Assessment	\$23,882.80
Election Security Assessment	ESA-004-1000-01	< 1,000,000 registered voters	Initial	Assessment	\$48,757.98
Election Security Assessment	ESA-004-1000-02	< 1,000,000 registered voters	Follow-on	Assessment	\$31,692.88
Election Security Assessment	ESA-005-1000-01	< 2,000,000 registered voters	Initial	Assessment	\$65,527.84
Election Security Assessment	ESA-005-1000-02	< 2,000,000 registered voters	Follow-on	Assessment	\$42,593.43
Election Security Assessment	ESA-006-1000-01	> 2,000,000 registered voters	Initial	Assessment	\$100,824.91
Election Security Assessment	ESA-006-1000-02	> 2,000,000 registered voters	Follow-on	Assessment	\$65,536.04
Election Security Monitoring	ESM-001-1000-01	< 10,000 registered voters	1 Year	Monthly	\$1,114.66
Election Security Monitoring	ESM-001-1000-03	< 10,000 registered voters	3 Year	Monthly	\$1,040.10
Election Security Monitoring	ESM-002-1000-01	< 100,000 registered voters	1 Year	Monthly	\$1,711.13
Election Security Monitoring	ESM-002-1000-03	< 100,000 registered voters	3 Year	Monthly	\$1,562.02
Election Security Monitoring	ESM-003-1000-01	< 500,000 registered voters	1 Year	Monthly	\$2,233.05
Election Security Monitoring	ESM-003-1000-03	< 500,000 registered voters	3 Year	Monthly	\$2,083.93
Election Security Monitoring	ESM-004-1000-01	< 1,000,000 registered voters	1 Year	Monthly	\$2,605.84
Election Security Monitoring	ESM-004-1000-03	< 1,000,000 registered voters	3 Year	Monthly	\$2,456.73
Election Security Monitoring	ESM-005-1000-01	< 2,000,000 registered voters	1 Year	Monthly	\$2,978.64
Election Security Monitoring	ESM-005-1000-03	< 2,000,000 registered voters	3 Year	Monthly	\$2,829.52
Election Security Monitoring	ESM-006-1000-01	> 2,000,000 registered voters	1 Year	Monthly	\$3,724.23

Service	SKU	Population	Type	Unit	Price
Election Security Monitoring	ESM-006-1000-03	> 2,000,000 registered voters	3 Year	Monthly	\$3,724.23
CISO Advisor Engage	ESM-02-1000	< 1000 Employees		Monthly	\$13,644.33
CISO Advisor Engage	ESM-02-1000	< 5000 Employees		Monthly	\$17,819.65
CISO Advisor Engage	ESM-02-1000	> 5000 Employees		Monthly	Quote Required
External Threat Intelligence Assessment	ETIA-001-1000-01	< 100 Employees	Initial	Assessment	\$14,091.69
External Threat Intelligence Assessment	ETIA-001-1000-02	< 100 Employees	Follow-on	Assessment	\$9,159.60
External Threat Intelligence Assessment	ETIA-002-1000-01	< 500 Employees	Initial	Assessment	\$17,074.06
External Threat Intelligence Assessment	ETIA-002-1000-02	< 500 Employees	Follow-on	Assessment	\$11,098.14
External Threat Intelligence Assessment	ETIA-003-1000-01	< 1000 Employees	Initial	Assessment	\$34,222.67
External Threat Intelligence Assessment	ETIA-003-1000-02	< 1000 Employees	Follow-on	Assessment	\$22,244.74
External Threat Intelligence Assessment	ETIA-004-1000-01	< 5000 Employees	Initial	Assessment	\$59,572.80
External Threat Intelligence Assessment	ETIA-004-1000-02	< 5000 Employees	Follow-on	Assessment	\$38,722.32
External Threat Intelligence Assessment	ETIA-005-1000-01	> 5000 Employees	Initial	Assessment	Quote Required
External Threat Intelligence Assessment	ETIA-005-1000-02	> 5000 Employees	Follow-on	Assessment	Quote Required
Local Government Security Assmt.	LSGA-001-1000-01	< 10,000 People	Initial	Assessment	\$14,844.74
Local Government Security Assmt.	LSGA-001-1000-02	< 10,000 People	Follow-on	Assessment	\$9,649.45
Local Government Security Assmt.	LSGA-002-1000-01	< 25,000 People	Initial	Assessment	\$17,074.06
Local Government Security Assmt.	LSGA-002-1000-02	< 25,000 People	Follow-on	Assessment	\$11,098.14

Service	SKU	Population	Type	Unit	Price
Local Government Security Assmt.	LSGA-003-1000-01	< 50,000 People	Initial	Assessment	\$20,623.07
Local Government Security Assmt.	LSGA-003-1000-02	< 50,000 People	Follow-on	Assessment	\$13,405.00
Local Government Security Assmt.	LSGA-004-1000-01	< 100,000 People	Initial	Assessment	\$26,095.72
Local Government Security Assmt.	LSGA-004-1000-02	< 100,000 People	Follow-on	Assessment	\$16,962.22
Local Government Security Assmt.	LSGA-005-1000-01	< 250,000 People	Initial	Assessment	\$33,700.76
Local Government Security Assmt.	LSGA-005-1000-02	< 250,000 People	Follow-on	Assessment	\$21,905.49
Local Government Security Assmt.	LSGA-006-1000-01	< 500,000 People	Initial	Assessment	\$48,836.27
Local Government Security Assmt.	LSGA-006-1000-02	< 500,000 People	Follow-on	Assessment	\$31,743.58
Local Government Security Assmt.	LSGA-007-1000-01	< 1,000,000 People	Initial	Assessment	\$70,846.15
Local Government Security Assmt.	LSGA-007-1000-02	< 1,000,000 People	Follow-on	Assessment	\$46,049.99
Local Government Security Assmt.	LSGA-008-1000-01	< 2,000,000 People	Initial	Assessment	\$108,133.20
Local Government Security Assmt.	LSGA-008-1000-02	< 2,000,000 People	Follow-on	Assessment	\$70,293.66
NIST Cybersecurity Frwk Assmt.	SCA-021-1000-01	< 100 Employees	Initial	Assessment	\$14,091.69
NIST Cybersecurity Frwk Assmt.	SCA-021-1000-02	< 100 Employees	Follow-on	Assessment	\$9,159.60
NIST Cybersecurity Frwk Assmt.	SCA-022-1000-01	< 500 Employees	Initial	Assessment	\$17,074.06
NIST Cybersecurity Frwk Assmt.	SCA-022-1000-02	< 500 Employees	Follow-on	Assessment	\$11,098.14
NIST Cybersecurity Frwk Assmt.	SCA-023-1000-01	< 1000 Employees	Initial	Assessment	\$34,222.67
NIST Cybersecurity Frwk Assmt.	SCA-023-1000-02	< 1000 Employees	Follow-on	Assessment	\$22,244.74
NIST Cybersecurity Frwk Assmt.	SCA-024-1000-01	< 5000 Employees	Initial	Assessment	\$59,572.80
NIST Cybersecurity Frwk Assmt.	SCA-024-1000-02	< 5000 Employees	Follow-on	Assessment	\$38,722.32
NIST Cybersecurity Frwk Assmt.	SCA-025-1000-01	> 5000 Employees	Initial	Assessment	Quote Required
NIST Cybersecurity Frwk Assmt.	SCA-025-1000-02	> 5000 Employees	Follow-on	Assessment	Quote Required
NIST 800-171 Assessment	SCA-031-1000-01	< 100 Employees	Initial	Assessment	\$11,854.91

Service	SKU	Population	Type	Unit	Price
NIST 800-171 Assessment	SCA-031-1000-02	< 100 Employees	Follow-on	Assessment	\$7,705.69
NIST 800-171 Assessment	SCA-032-1000-01	< 500 Employees	Initial	Assessment	\$14,837.28
NIST 800-171 Assessment	SCA-032-1000-02	< 500 Employees	Follow-on	Assessment	\$9,644.23
NIST 800-171 Assessment	SCA-033-1000-01	< 1000 Employees	Initial	Assessment	\$26,766.75
NIST 800-171 Assessment	SCA-033-1000-02	< 1000 Employees	Follow-on	Assessment	\$17,398.39
NIST 800-171 Assessment	SCA-034-1000-01	< 5000 Employees	Initial	Assessment	\$36,459.45
NIST 800-171 Assessment	SCA-034-1000-02	< 5000 Employees	Follow-on	Assessment	\$23,698.64
NIST 800-171 Assessment	SCA-035-1000-01	> 5000 Employees	Initial	Assessment	Quote Required
NIST 800-171 Assessment	SCA-035-1000-02	> 5000 Employees	Follow-on	Assessment	Quote Required
Security & Threat Hunting Assmt.	SCA-051-1000-01	< 100 Employees	Initial	Assessment	\$11,854.91
Security & Threat Hunting Assmt.	SCA-051-1000-02	< 100 Employees	Follow-on	Assessment	\$7,705.69
Security & Threat Hunting Assmt.	SCA-052-1000-01	< 500 Employees	Initial	Assessment	\$14,837.28
Security & Threat Hunting Assmt.	SCA-052-1000-02	< 500 Employees	Follow-on	Assessment	\$9,644.23
Security & Threat Hunting Assmt.	SCA-053-1000-01	< 1000 Employees	Initial	Assessment	\$26,766.75
Security & Threat Hunting Assmt.	SCA-053-1000-02	< 1000 Employees	Follow-on	Assessment	\$17,398.39
Security & Threat Hunting Assmt.	SCA-054-1000-01	< 5000 Employees	Initial	Assessment	\$36,459.45
Security & Threat Hunting Assmt.	SCA-054-1000-02	< 5000 Employees	Follow-on	Assessment	\$23,698.64
Security & Threat Hunting Assmt.	SCA-055-1000-01	> 5000 Employees	Initial	Assessment	Quote Required
Security & Threat Hunting Assmt.	SCA-055-1000-02	> 5000 Employees	Follow-on	Assessment	Quote Required
Security Monitoring Pkg	SMP-001-1000-01	< 100 End Points	1 Year	Monthly	\$1,860.25
Security Monitoring Pkg	SMP-001-1000-03	< 100 End Points	3 Year	Monthly	\$1,711.13
Security Monitoring Pkg	SMP-002-1000-01	< 500 End Points	1 Year	Monthly	\$2,605.84
Security Monitoring Pkg	SMP-002-1000-03	< 500 End Points	3 Year	Monthly	\$2,456.73

Service	SKU	Population	Type	Unit	Price
Security Monitoring Pkg	SMP-003-1000-01	< 1000 End Points	1 Year	Monthly	\$3,724.23
Security Monitoring Pkg	SMP-003-1000-03	< 1000 End Points	3 Year	Monthly	\$3,537.83
Security Monitoring Pkg	SMP-004-1000-01	< 2500 End Points	1 Year	Monthly	\$4,097.03
Security Monitoring Pkg	SMP-004-1000-03	< 2500 End Points	3 Year	Monthly	\$3,910.63
Security Monitoring Pkg	SMP-005-1000-01	< 5000 End Points	1 Year	Monthly	\$5,215.42
Security Monitoring Pkg	SMP-005-1000-03	< 5000 End Points	3 Year	Monthly	\$4,991.74
Security Monitoring Pkg	SMP-006-1000-01	> 5000 End Points	1 Year	Monthly	Quote Required
Security Monitoring Pkg	SMP-006-1000-03	> 5000 End Points	3 Year	Monthly	Quote Required
School Security Assessment	SSA-001-1000-01	< 250 Primary School Students	Initial	Assessment	\$10,632.14
School Security Assessment	SSA-001-1000-02	< 250 Primary School Students	Follow-on	Assessment	\$6,910.89
School Security Assessment	SSA-002-1000-01	< 500 Primary School Students	Initial	Assessment	\$14,539.04
School Security Assessment	SSA-002-1000-02	< 500 Primary School Students	Follow-on	Assessment	\$9,450.38
School Security Assessment	SSA-003-1000-01	< 1000 Primary School Students	Initial	Assessment	\$21,771.28
School Security Assessment	SSA-003-1000-02	< 1000 Primary School Students	Follow-on	Assessment	\$14,151.34
School Security Assessment	SSA-004-1000-01	> 1000 Primary School Students	Initial	Assessment	\$26,543.07
School Security Assessment	SSA-004-1000-02	> 1000 Primary School Students	Follow-on	Assessment	\$17,253.00
School Security Assessment	SSA-021-1000-01	< 250 Secondary School Students	Initial	Assessment	\$12,250.08
School Security Assessment	SSA-021-1000-02	< 250 Secondary School Students	Follow-on	Assessment	\$7,962.92
School Security Assessment	SSA-022-1000-01	< 500 Secondary School Students	Initial	Assessment	\$16,656.52
School Security Assessment	SSA-022-1000-02	< 500 Secondary School Students	Follow-on	Assessment	\$10,826.74
School Security Assessment	SSA-023-1000-01	< 1000 Secondary School Students	Initial	Assessment	\$22,248.46
School Security Assessment	SSA-023-1000-02	< 1000 Secondary School Students	Follow-on	Assessment	\$14,461.50
School Security Assessment	SSA-024-1000-01	< 2500 Secondary School Students	Initial	Assessment	\$26,274.66

Service	SKU	Population	Type	Unit	Price
School Security Assessment	SSA-024-1000-02	< 2500 Secondary School Students	Follow-on	Assessment	\$17,078.53
School Security Assessment	SSA-025-1000-01	< 5000 Secondary School Students	Initial	Assessment	\$32,209.57
School Security Assessment	SSA-025-1000-02	< 5000 Secondary School Students	Follow-on	Assessment	\$20,936.22
School Security Assessment	SSA-026-1000-01	> 5000 Secondary School Students	Initial	Assessment	\$41,171.59
School Security Assessment	SSA-026-1000-02	> 5000 Secondary School Students	Follow-on	Assessment	\$26,761.53
School Security Monitoring	SSM-001-1000-01	< 250 Primary School Students	1 Year	Monthly	\$1,487.46
School Security Monitoring	SSM-001-1000-03	< 250 Primary School Students	3 Year	Monthly	\$1,338.34
School Security Monitoring	SSM-002-1000-01	< 500 Primary School Students	1 Year	Monthly	\$1,860.25
School Security Monitoring	SSM-002-1000-03	< 500 Primary School Students	3 Year	Monthly	\$1,711.13
School Security Monitoring	SSM-003-1000-01	< 1000 Primary School Students	1 Year	Monthly	\$2,233.05
School Security Monitoring	SSM-003-1000-03	< 1000 Primary School Students	3 Year	Monthly	\$2,083.93
School Security Monitoring	SSM-004-1000-01	> 1000 Primary School Students	1 Year	Monthly	\$2,605.84
School Security Monitoring	SSM-004-1000-03	> 1000 Primary School Students	3 Year	Monthly	\$2,456.73
School Security Monitoring	SSM-021-1000-01	< 250 Secondary School Students	1 Year	Monthly	\$1,711.13
School Security Monitoring	SSM-021-1000-03	< 250 Secondary School Students	3 Year	Monthly	\$1,562.02
School Security Monitoring	SSM-022-1000-01	< 1000 Secondary School Students	1 Year	Monthly	\$2,456.73
School Security Monitoring	SSM-022-1000-01	< 500 Secondary School Students	1 Year	Monthly	\$2,009.37
School Security Monitoring	SSM-022-1000-03	< 500 Secondary School Students	3 Year	Monthly	\$1,860.25
School Security Monitoring	SSM-023-1000-03	< 1000 Secondary School Students	3 Year	Monthly	\$2,307.61
School Security Monitoring	SSM-024-1000-01	< 2500 Secondary School Students	1 Year	Monthly	\$2,754.96
School Security Monitoring	SSM-024-1000-03	< 2500 Secondary School Students	3 Year	Monthly	\$2,605.84
School Security Monitoring	SSM-025-1000-01	< 5000 Secondary School Students	1 Year	Monthly	\$3,127.76
School Security Monitoring	SSM-025-1000-03	< 5000 Secondary School Students	3 Year	Monthly	\$2,978.64

Service	SKU	Population	Type	Unit	Price
School Security Monitoring	SSM-026-1000-01	> 5000 Secondary School Students	1 Year	Monthly	\$3,724.23
School Security Monitoring	SSM-026-1000-03	> 5000 Secondary School Students	3 Year	Monthly	\$3,575.11
Penetration Testing Services				Assessment	Quote Required

Labor Category Title	Nov. 2020 - 2021	Nov. 2021 - 2022	Nov. 2022 - 2023	Nov. 2023 - 2024	Nov. 2024 - 2025
Cyber Intelligence Analyst (Junior)	\$152.97	\$155.11	\$157.28	\$159.48	\$161.72
Cyber Intelligence Analyst (Senior)	\$175.69	\$178.15	\$180.64	\$183.17	\$185.74
Cyber Intelligence Analyst (SME)	\$208.20	\$211.12	\$214.08	\$217.07	\$220.11
Cybersecurity Advisory Analyst (Senior)	\$135.34	\$137.23	\$139.16	\$141.10	\$143.08
Cybersecurity Advisory Analyst (SME)	\$200.19	\$202.99	\$205.83	\$208.72	\$211.64
Cybersecurity Analyst (Junior)	\$121.82	\$123.52	\$125.25	\$127.00	\$128.78
Cybersecurity Analyst (Senior)	\$135.07	\$136.96	\$138.88	\$140.82	\$142.79
Cybersecurity Analyst (SME)	\$197.38	\$200.14	\$202.95	\$205.79	\$208.67
Digital Forensic Analyst (Junior)	\$123.11	\$124.83	\$126.58	\$128.35	\$130.15
Digital Forensic Analyst (Senior)	\$135.07	\$136.96	\$138.88	\$140.82	\$142.79
Digital Forensic Analyst (SME)	\$197.38	\$200.14	\$202.95	\$205.79	\$208.67
Incident Response Analyst (Junior)	\$123.11	\$124.83	\$126.58	\$128.35	\$130.15
Incident Response Analyst (Senior)	\$135.07	\$136.96	\$138.88	\$140.82	\$142.79
Incident Response Analyst (SME)	\$197.38	\$200.14	\$202.95	\$205.79	\$208.67
Penetration Test Analyst (Junior)	\$121.82	\$123.52	\$125.25	\$127.00	\$128.78
Penetration Test Analyst (Senior)	\$135.07	\$136.96	\$138.88	\$140.82	\$142.79
Penetration Test Analyst (SME)	\$197.38	\$200.14	\$202.95	\$205.79	\$208.67
Security Operations (SecOps) Engineer (Junior)	\$123.11	\$124.83	\$126.58	\$128.35	\$130.15
Security Operations (SecOps) Engineer (Senior)	\$135.40	\$137.30	\$139.22	\$141.17	\$143.14
Security Operations (SecOps) Engineer (SME)	\$155.93	\$158.11	\$160.33	\$162.57	\$164.85
Security Program Manager (Junior)	\$99.69	\$101.09	\$102.50	\$103.94	\$105.39
Security Program Manager (Senior)	\$137.58	\$139.51	\$141.46	\$143.44	\$145.45

c. Commercial Job Title(s):

Cyber Intelligence Analyst

Description: The Cyber Intelligence Analyst is skilled in navigating and researching the criminal elements of the Darknet and has a background in investigating cyber-crime or fraud. The analyst uses those skills to research Darknet and Internet activity that may have a negative impact on the client.

Related Certifications: Professional cyber security certification (CEH, CySA, GICSP, SSCP, CHFI, CFR, Cloud+, CND, GCTI or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Cybersecurity Advisory Analyst

Description: The Cybersecurity Advisory Analyst is a cybersecurity expert who works with user groups to solve Information Assurance/Security/Risk problems with available technology. The Cybersecurity Advisor has a high level of diverse technical experience related to studying and analyzing system's needs, systems development, and systems process analysis, design and re-engineering. The Cybersecurity Advisor also has skills and experience related to business management, systems engineering, operations research, and management engineering.

Related Certifications: Professional cyber security certification (CISSP, CISM, CISA, GSLC, or CCISO)

Minimum/General Experience and Education:

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Cybersecurity Analyst

Description: The Cybersecurity Analyst is a cybersecurity expert who works with training and experience in analysis of security event indicators. The analyst is skilled in determining whether a collection of indicators is representative of a cybersecurity attack.

Related Certifications: Professional cyber security certification (A+ CE, CCNA-Security, CND, Network+ CE, SSCP or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Digital Forensic Analyst

Description: The Digital Forensic (DF) Analyst has deep experience in digital evidence collection, image analysis, malware analysis and malware reverse engineering and related investigative tools and techniques. When a cyber security incident is identified, the DF analyst will be engaged to analyze system images and collected evidence.

Related Certifications: Professional digital forensics certifications (CEH, GCFA, GREM, GNFA, GSAF, ACE, EnCE, X-PERT, MICFE or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Incident Response Analyst

Description: The Incident Response (IR) Analyst has deep experience in threat intelligence,

malware and/or cyber security investigative techniques. When a cyber security incident is identified, the IR analyst will be engaged to investigate and determine the details and severity of any cyber security incident.

Related Certifications: Professional cyber security certification (CEH, CFR, CCNA Cyber Ops, CCNA-Security, CHFI, CySA, GCFA, GCIH, SCYBER or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Penetration Test Analyst

Description: The Penetration Test Analyst is skilled in testing internet based network interfaces and applications. This analyst has access to leading edge vulnerability testing tools that is supplemented by skilled manual analysis of the tested application or network interface.

Related Certifications: Professional cyber security certification (CEH, CySA, GICSP, SSCP, CHFI, CFR, Cloud+, CND or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Security Operations (SecOps) Engineer

Description: The SecOps Engineer has a high level of diverse technical experience related to studying and analyzing an organization's needs and security product system deployment and configuration. The SecOps Engineer has experience with common security systems, including endpoint and server security products, network security products (such as firewall and URL filtering technologies) and security software products.

Related Certifications: Professional cyber security certification (A+ CE, CCNA-Security, CND, Network+ CE, SSCP or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Subject Matter Expert: Master's Degree and 7 years of experience

Security Program Manager

Description: The Security Program Manager (PM) serves as project lead and team liaison. The PM has administrative and managerial responsibilities, formulates work plans and schedules as well as supervises/directs the project/team in meeting task/project requirements. The PM identifies and resolves problems; is responsible for ongoing evaluation of work and quality of products/services; maintains the project schedule, and ensures that deliverables are completed in a timely manner. The PM Oversees project cost control and cost projections.

Minimum Certifications: Professional certification (PMP, CISM or equivalent)

Minimum/General Experience and Education:

Junior: Minimum of 1 year of experience

Senior: Bachelor's Degree and minimum of 5 years of experience

Substitution:

- four (4) years of general experience is considered equivalent to a bachelor's degree
- two (2) years of general experience + bachelor's is equivalent to a master's degree
- two (2) years of experience + master's degree is equivalent to a PhD
- Technical certification may be replaced by at least two (2) years' experience performing related work

Terms and Conditions Applicable to Information Technology (IT) Professional Services (Special Item Number 54151S)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts

justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

6. INSPECTION OF SERVICES

Inspection of services is in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JAN 2017) and (ALTERNATE I – JAN 2017) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (May 2014) Rights in Data – General, may apply.

The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. Payments for services is in accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017) and (ALTERNATE I – JAN 2017) for Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT SERVICES AND PRICING

a. Description:

IT MANAGED SERVICES

Our excellent IT service couples regularly scheduled onsite maintenance visits along with remote monitoring and support. Through our comprehensive experience in providing IT services to clients from small to large, we have created an IT service delivery framework that is second to none.

The CyberDefenses Managed IT Services program provides affordable, proactive IT management and support to growing businesses like yours. We utilize a unique methodology developed from years of experience managing enterprise IT environments. The benefit to you is a range of proactive services to keep your computer systems up and running and your people and business productive. Unlike many small business providers, CDI's enterprise management expertise enables you to reduce cost, increase productivity, and ensure the reliability of your IT environment.

Features

- Site Assessment and Inventory
- Proactive Service
- Management and Status Reporting
- Best Practice Driven
- Automated and Reliable

Benefits

- Reliability
- Security
- Consistency
- Productivity

- Cost Management and Control
- Performance
- Managed Expansion and Growth

Our goal is to serve as your technology partner with a focus on providing solutions. We use a consultative approach to evaluate your business and technology needs and then advise on the best solutions for your current and future needs. We can save your organization time and money through better use of appropriate technologies.

INFORMATION ASSURANCE

The CyberDefenses Team provides a full suite of lifecycle information assurance services and security solutions for tasks such as providing full scale security architecture analysis for existing systems; designing, developing and implementing any type of security system according to enterprise standards; and providing independent penetration testing, vulnerability assessments and Risk Management Framework (RMF) assessments. CyberDefenses provides solutions that ensure confidentiality, integrity and availability, of Government and Commercial systems in support of enterprise-wide, organizational, and/or program requirements and initiatives.

b. Pricing:

Labor Category Title	Nov. 2020-2021	Nov. 2021-2022	Nov. 2022-2023	Nov. 2023-2024	Nov. 2024-2025
Information Services Consultant	\$122.24	\$123.95	\$125.68	\$127.44	\$129.23
Information Services Consultant / Technical Lead	\$127.45	\$129.23	\$131.04	\$132.88	\$134.74
Program Manager	\$130.67	\$132.50	\$134.36	\$136.24	\$138.15
Technical Writer	\$89.10	\$90.35	\$91.61	\$92.90	\$94.20
Senior INFOSEC/IA Analyst	\$115.49	\$117.11	\$118.75	\$120.41	\$122.10
INFOSEC/IA Analyst	\$90.72	\$91.99	\$93.28	\$94.59	\$95.91
Senior Information Engineer	\$105.64	\$107.12	\$108.62	\$110.14	\$111.68
Lead Information Engineer	\$91.16	\$92.43	\$93.73	\$95.04	\$96.37
Junior Information Engineer	\$75.49	\$76.55	\$77.62	\$78.71	\$79.81
Senior Computer Scientist	\$100.08	\$101.48	\$102.90	\$104.34	\$105.81
Computer Scientist	\$80.64	\$81.77	\$82.92	\$84.08	\$85.26
Senior Network Engineer	\$95.20	\$96.54	\$97.89	\$99.26	\$100.65
Network Engineer	\$76.29	\$77.36	\$78.44	\$79.54	\$80.66
Network Administrator	\$66.49	\$67.42	\$68.36	\$69.32	\$70.29
Senior Systems Engineer	\$91.83	\$93.11	\$94.42	\$95.74	\$97.08
Systems Engineer	\$72.00	\$73.01	\$74.03	\$75.07	\$76.12
Senior Training Specialist	\$82.95	\$84.11	\$85.28	\$86.48	\$87.69
Training Specialist	\$69.11	\$70.08	\$71.06	\$72.06	\$73.07
Computer Security Systems Specialist	\$85.56	\$86.76	\$87.97	\$89.21	\$90.45

Labor Category Title	Nov. 2020-2021	Nov. 2021-2022	Nov. 2022-2023	Nov. 2023-2024	Nov. 2024-2025
ADP Security Specialist	\$75.06	\$76.11	\$77.17	\$78.25	\$79.35
Senior Computer Technician	\$73.90	\$74.93	\$75.98	\$77.05	\$78.13
Internet/Intranet Specialist	\$73.22	\$74.25	\$75.29	\$76.34	\$77.41
Senior Technical Writer/Editor	\$69.10	\$70.07	\$71.05	\$72.05	\$73.06
Lead Project Administrator	\$52.59	\$53.32	\$54.07	\$54.83	\$55.59
Junior Project Administrator	\$44.88	\$45.51	\$46.15	\$46.79	\$47.45
Subject Matter Expert (SME) IV	\$152.11	\$154.24	\$156.40	\$158.59	\$160.81
Subject Matter Expert (SME) III	\$126.76	\$128.53	\$130.33	\$132.16	\$134.01
Subject Matter Expert (SME) II	\$106.50	\$107.99	\$109.50	\$111.04	\$112.59
Subject Matter Expert (SME) I	\$86.24	\$87.45	\$88.67	\$89.91	\$91.17

c. Commercial Job Title(s):

Information Services Consultant

Description: The Information Services Consultant (ISC) is a Technical Expert that works with user groups to solve Information Assurance/Security problems with available technology including advise, hardware, software databases, and peripherals. The ISC has high level of diverse technical experience related to studying and analyzing system’s needs, systems development, and systems process analysis, design and re-engineering. The ISC has skills and experience related to business management, systems engineering, operations research, and management engineering. The ISC has specialization in particular software or business application utilized in an end user environment and is knowledgeable in technological developments and applications.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum, four (4) years related experience.

Information Services Consultant Technical Lead

Description: The Information Services Consultant (ISCTL) is a Subject Matter Expert that works with user groups to solve Information Assurance/Security problems with available technology including advise, hardware, software databases, and peripherals. The ISCTL has high level of diverse technical experience related to studying and analyzing system’s needs, systems development, and systems process analysis, design and re-engineering. The ISCTL has skills and experience related to business management, systems engineering, operations research, and management engineering. The ISCTL has specialization in particular software or business application utilized in an end user environment and is knowledgeable in technological developments and applications. The ISCTL acts as the project lead, organizing and directing the tasks of project team and interpreting the customer’s needs into practical, efficient, and successful solutions.

Education: bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum, six (6) years related experience.

Project Manager

Description: The Project Manager (PM) serves as project or team lead. The PM has technical, administrative and managerial responsibilities, formulates work plans and schedules; Supervises/directs project/team in meeting task/project requirements. The PM identifies and resolves problems; is responsible for ongoing evaluation of work and quality of products/services; maintains the project schedule and ensures that deliverables are completed in a timely manner. The PM Oversees project cost control and cost projections. Knowledgeable in the use of the project management tools used for activity assignment, resource planning, and cost control. Ensures the invoicing process provides the proper information and distribution on the invoices. Ensures smooth coordination consistent with the contract and task order requirements and ensures problem resolution and customer satisfaction for individual task orders.

Education: bachelor's degree in related field

Experience: Shall have, as a minimum, six (6) years related experience.

Technical Writer

Description: The Technical Writer develops, writes, and edits material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications concerned with work methods and procedures, and installation, operation, and maintenance of machinery and other equipment. The TW Receives assignments from supervisor. The TW observes production, developmental, and experimental activities to determine operating procedure and detail; interviews production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and terminology. The TW may review published materials and recommend revisions or changes in scope, format, content, and methods of reproduction and binding. May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. May specialize in writing material regarding work methods and procedures.

Education: bachelor's degree in related field

Experience: Shall have, as a minimum, three (3) years related experience.

Senior INFOSEC/IA Analyst

Description: Provide security architecture, policy and design guidance for business systems and networks. Individual may also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes. Demonstrated analytical skills with the ability to translate security policy statements into an understanding of security tool

implementation.

Education: Masters degree in Computer Science, Mathematics, Statistics, or Engineering, from an accredited college or university.

Experience: Shall have, as a minimum eight (8) years of related experience.

INFOSEC/IA Analyst

Description: Provide security architecture, policy and design guidance for business systems and networks. Individual will also provide Information Security Certification and Accreditation Support for applications, systems and networks in accordance with appropriate customer policies and processes. Translates security policy statements into an understanding of security tool implementation. Understands FIPs compliance issues and familiar with the DOD Public Key Infrastructure.

Education: Bachelor's degree in Computer Science, Mathematics, Statistics, or Engineering, or related field from an accredited college or university.

Experience: Shall have, as a minimum five (5) years of related experience.

Senior Information Engineer (IE)

Description: Directs the efforts of other Information Engineering (IE) categories. Has full life-cycle experience and expertise in all areas of the IE Methodology. Performs instruction in information engineering and engineering process reengineering, and hands-on training in the use of Computer Aided Software Engineering (CASE) tools. Plans and manages projects schedules, directs the work of other contractors, provides quality assurance reviews, and provides consulting services during the planning, analysis, and design phases of information engineering. Responsibilities will include preparation and presentation of briefings to the senior leadership.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum eight (8) years related experience.

Lead Information Engineer

Description: Performs information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, system upgrades and documentation preparation. Implements information engineering projects, systems analysis, design and programming using CASE and IE tools and methods, systems planning, business information planning, and business analysis. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis and modern business methods and performance measurement techniques. Assists in establishing standards for information systems procedures. Manages planned projects for overall installation of application and network systems. Develops action plans with milestones for system upgrades. Provides technical leadership for analysis, integration and support of new products, interfaces and performance enhancements. Analyzes and resolves system software issues. Assists with application customization through process analysis and

workflow development including advising customers of database file & table configuration best practices.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum five (5) years related experience.

Junior Information Engineer

Description: Works with ADA, SQL, and third/fourth generation languages in the design and implementation of systems and using database management systems. Uses software tools and subsystems to support software reuse and domain analyses and their implementation. Performs software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Provides input to estimate software development costs and schedule. Uses diagnostic software to test and isolate ADPE to validate functionality. Often assists with monitoring system performance and security and sets up terminal/printer queues. Provides in-service support for proper use of system software, hardware, or applications and provides Tier 1 technical support.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum, one (1) year of related experience.

Senior Computer Scientist

Description: Applies knowledge of computer science concepts and techniques to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses scientific and engineering logic to independently identify conceptual or theoretical solutions to problems of computer hardware or software design and operation. Develops alternative approaches to design, test and evaluation techniques for solving automation problems, evaluates and recommends that which will provide the optimum solution balancing specific project needs with economic constraints. Interfaces with and uses micro, mini and mainframe computer systems in addressing project objectives. Formulates architectural design, functional specification, interfaces and documentation of computer systems considering system interrelationships, operating modes, and equipment configurations. Responsible for developing project plans, justifications, guidelines, and controls. May act as a team lead or independent project lead in the functions stated above.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum eight (8) years of related experience.

Computer Scientist

Description: Applies knowledge of computer science concepts and techniques to develop and apply automated solutions to engineering, scientific, or business data acquisition and management problems. Uses scientific and engineering logic to independently identify

conceptual or theoretical solutions to problems of computer hardware or software design and operation. Develops alternative approaches to design, test and evaluation techniques for solving automation problems, evaluates and recommends that which will provide the optimum solution balancing specific project needs with economic constraints. Interfaces with and uses micro, mini and mainframe computer systems in addressing project objectives. Formulates architectural design, functional specification, interfaces and documentation of computer systems considering system interrelationships, operating modes, and equipment configurations. Responsible for segments or phases of broader more complex projects.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum six (6) years of related experience.

Senior Network Engineer

Description: Performs a variety of network engineering tasks, either independently or under supervision, which are broad in nature and are concerned with the design and implementation of integrated networks, including personnel, hardware, software, and support facilities and/or equipment. The Senior Network Engineer is responsible for major technical/engineering projects of higher complexity and importance than those normally assigned to lower level engineers. This person plans and performs network-engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. Supervises the activities of Network Engineers and Network Technicians assigned to specific network engineering projects and through project completion.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum, eight (8) years of related experience.

Network Engineer

Description: Under supervision, performs a variety of network engineering tasks, which are broad in nature and are related to the design and implementation of integrated networks, including hardware, software and support facilities and/or equipment. Plans and performs network engineering research, design development, and other assignments in conformance with network design, engineering and customer specifications. May coordinate the activities of Network Technicians assigned to specific network engineering projects. Performs with some latitude for independent actions and decisions.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum four (4) years related experience.

Network Administrator

Description: Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Knowledge of Ethernet, FDDI

and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Modifies command language programs, network start up files, assigns/re-assigns network device addresses, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Coordinates network policy, procedures, and standards. Assists in the training of users.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.) or equivalent experience.

Experience: Shall have, as a minimum four (4) years of related experience.

Senior Systems Engineer

Description: Applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate automated data processing software related to engineering or functional requirements of associated support systems, or management information systems. Reviews and prepares system engineering and technical analyses, reports, change proposals, and other technical documentation. Applies system engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Evaluates issues and coordinates solutions addressing a wide range of disciplines including engineering, communications, and business units. Provides direction and support to systems engineering staff.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum, eight (8) years of related experience.

Systems Engineer

Description: Applies systems engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate military weapon systems: review and prepare system engineering and technical analyses, reports, change proposals, and other technical documentation. Applies system engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests, or evaluates automated data processing software related to engineering or functional requirements of military weapons systems, associated support systems, or management information systems.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.).

Experience: Shall have, as a minimum four (4) years of related experience.

Senior Training Specialist

Description: Specialized experience in developing and providing technical and end-user training on computer hardware and application software. Effective communicator both oral

and in writing. May be responsible for supervising the daily activities of training staff.

Education: Bachelor's Degree or equivalent from an accredited college or university.

Experience: Shall have, as a minimum six (6) years related experience.

Training Specialist

Description: Under supervision assists in developing and providing technical and end-user training on computer hardware and application software. Possesses general experience with information systems development, training, or related fields. Demonstrated ability to communicate orally and in writing.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.) or equivalent experience.

Experience: Shall have, as a minimum four (4) years in related experience.

Computer Security Systems Specialist

Description: Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses and assessments.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.)

Experience: Shall have, as a minimum eight years related experience.

ADP Security Specialist

Description: Implements and monitors Automated Data Processing (ADP) security procedures and issues. Conducts risks assessments, firewall determinations, and security procedures. Participates in planning, cost analysis and implementation of all aspects of ADP security. Develops and implements InfoSec and Computer Security procedures in all areas. Designs, develops, implements, and supports all ADP security policy, procedures, and systems.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.) or equivalent experience.

Experience: Shall have, as a minimum four (4) years related experience.

Senior Computer Technician

Description: Applies computer techniques, principles and precedents to develop, modify, install, test, evaluate, or operate data processing systems. Maintains, repairs, inspects, troubleshoots or programs systems equipment or components. Reviews, analyzes, develops prepares or applies specifications, policies, standards, or procedures. Plans and performs tests and evaluations of systems equipment or components. Responsible for developing project plans, justifications, guidelines, and controls.

Education: Minimum A+ Certification or a Bachelor's degree from an accredited college or university, preferred.

Experience: Shall have, as a minimum three (3) years related experience.

Internet/Intranet Specialist

Description: Performs system analysis for Internet or Intranet development and distribution to remote sites using various technologies, which may include HyperText Markup Language (HTML), HyperText Transfer Protocol (HTTP), Common Gateway Interface (CGI), FrontPage, and Netscape software. Analyzes and develops internet/intranet application software processing wide range of capabilities, including numerous engineering, business, and network traffic management functions.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.) or equivalent experience.

Experience: Shall have, as a minimum four (4) years of related experience.

Senior Technical Writer/Editor

Description: Oversees and contributes to the development, writing, and editing of material for reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications related to Information Technology (IT) processes. Provides guidance to technical writing staff in the work methods and procedures, and installation, operation, and maintenance of IT related equipment. Assigns work to technical staff and observes production, development, and experimental activities to determine operating procedure and detail; by interviewing production and engineering personnel and reads journals, reports, and other material to become familiar with product technologies and production methods. Organizes material and completes writing assignment according to set standards regarding order, clarity, conciseness, style, and IT terminology. Reviews, edits, and recommend revisions or changes in scope, format, content, and methods of reproduction and binding prior to publication. May maintain records and files of work and revisions. May select photographs, drawings, sketches, diagrams, and charts to illustrate material. May assist in laying out material for publication. May arrange for typing, duplication and distribution of material. May write speeches, articles, and public or employee relations releases. May edit, standardize, or make changes to material prepared by other writers or plant personnel. Specialized in writing material regarding work methods and procedures related to computer technology.

Education: A Bachelor's degree in English or Journalism.

Experience: Shall have, as a minimum five (5) years of related experience.

Lead Project Administrator

Description: Assists in the preparation of management plans and reports. Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefings/presentations, and IPR preparation. Performs analysis, development, and review of program administrative operating procedures. Expected to perform with minimal direction

and oversight.

Education: Bachelor's degree in related field (e.g. Electrical Engineering, Computer Information Systems, etc.) or equivalent experience.

Experience: Three (3) years of experience in administrative/office support, strong organizational skills a must, excellent written and oral communication skills.

Junior Project Administrator

Description: Assists Project Lead with administrative activities related to the preparation of management plans and reports, daily operations and other clerical duties. Operates under the direction of Project Lead or other supervision.

Education: High School diploma

Experience: Shall have, as a minimum two (2) years of related experience.

Subject Matter Expert IV

Description: Provides extremely high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require doctorate level knowledge of the subject matter for effective implementation. From computer systems standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Is able to work independently at the highest level. Directs the composition or composes and finalizes documentation.

Education: Ph.D. in a related field of effort

Experience: 12-15 years related experience

Subject Matter Expert III

Description: Provides high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require a high level knowledge of the subject matter for effective implementation. From computer systems standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional

areas of expertise to specific task order/program. Is able to work independently at the highest level. Directs the composition or composes and finalizes documentation.

Education: Master's degree in a related field of effort

Experience: 10-12 years related experience

Subject Matter Expert II

Description: Provides high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require a high level knowledge of the subject matter for effective implementation. From computer systems standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Is able to work independently at the highest level. Directs the composition or composes and finalizes documentation.

Education: Bachelor's degree in a related field of effort

Experience: 8-10 years related experience

Subject Matter Expert I

Description: Provides high-level subject matter expertise for work described in the program/task. Provides advanced technical knowledge and analysis of highly specialized applications and operational environment, high-level functional systems analysis, design, integration, documentation, training, and/or implementation advice on complex problems which require a high level knowledge of the subject matter for effective implementation. From computer systems standpoint, participates as needed in all phases of software and hardware development with emphasis on the planning, analysis, testing, integration, documentation, training, and presentation phases. From a business process standpoint, provides technical advice, guidance and direction for the improvement, modification, and re-engineering of business processes, policies and procedures for any functional area under consideration or review. Applies principles, methods, and knowledge of specific functional areas of expertise to specific task order/program. Is able to work independently at the highest level. Directs the composition or composes and finalizes documentation.

Education: Bachelor's degree in a related field of effort

Experience: 6-8 years related experience

Substitution:

- four (4) years of general experience is considered equivalent to a bachelor's degree
- two (2) years of general experience + bachelor's is equivalent to a master's degree

- two (2) years of experience + master's degree is equivalent to a PhD
- Associate degree, vocational training, military certification, or technical certification plus two (2) years' experience may be substituted for bachelor's degree

**Terms and Conditions Applicable to Information Technology (IT) Training
(Special Item Number 611420)**

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

first day of class.

- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

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

6. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to the students, or damage to Government property arising from Contractor-provided classroom training, unless such injury or damage is due to the fault or negligence of the Contractor.

7. PURCHASE PRICE FOR TRAINING

- a. The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.
- b. Any Contractor travel required in the performance of Classroom Training must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

8. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324).

9. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses, there must be a one-to-one assignment of IT equipment

to students.

- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - i. The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - ii. The length of the course;
 - iii. Mandatory and desirable prerequisites for student enrollment;
 - iv. The minimum and maximum number of students per class;
 - v. The locations where the course is offered;
 - vi. Class schedules; and
 - vii. Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

10. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below. NONE.