GSA Contract Number: GS-35F-0102W

Schedule Number: 70

Period Covered by Contract: November 30, 2019 through November 29, 2024

Special Item Numbers (SINs):

- Special Item No. 511210 Term Software Licenses
- Special Item No. 54151 Information Technology Professional Services
- Order Level Materials

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

SPECIAL ITEM NUMBER 511210 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

- Large Scale Computers
- Application Software

SPECIAL ITEM NUMBER 54151 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

MISCELLANEOUS SPECIAL ITEM NUMBER – ORDER LEVEL MATERIALS

See pricing tables for current GSA rates.

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

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

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

1b. **Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.** This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

See pricing table below.

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

See below.

2. **Maximum order.**

The maximum order for the following Special Item Numbers (SINs) is $500,000

- Special Item Number 54151S – Information Technology Professional Services
- Special Item Number 511210 – Software Licenses
- Special Item Number OLM – Order Level Materials

3. **Minimum order.**

$100

4. **Geographic coverage (delivery area).**

Domestic and overseas delivery

5. **Point(s) of production (city, county, and State or foreign country).**

USA

6. **Discount from list prices or statement of net price.**

The following discounts from list pricing for each Special Item Number is listed below:

- Special Item Number 54151S – Information Technology Professional Services: 8%
- Special Item Number 511210 – Software Licenses: 10%
7. Quantity discounts.
Not Applicable

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions."

2% net 15

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
Yes, Government purchase cards are accepted.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
Yes, Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items (list items by country of origin).
Not Applicable

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

11b. Expedited Delivery. The Contractor will insert the sentence “Items available for expedited delivery are noted in this price list.” under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
7 Days

11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
Not Applicable

11d. Urgent Requirements. The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery.

12. F.O.B. point(s).
Destination
13a. Ordering address(es).
Versivo, Inc.
7051 Heathcote Village Way, Suite 235
Gainesville, VA 20155

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket
Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).
Versivo, Inc.
7051 Heathcote Village Way, Suite 235
Gainesville, VA 20155

15. Warranty provision.
60 Days

16. Export packing charges, if applicable.
Not Applicable

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-
purchase level).
Not Applicable

18. Terms and conditions of rental, maintenance, and repair (if applicable).
Not Applicable

19. Terms and conditions of installation (if applicable).
Please see Versivo’s End User License Agreement enclosed.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list
prices (if applicable).
Not Applicable

20a. Terms and conditions for any other services (if applicable).
Not Applicable

21. List of service and distribution points (if applicable).
Not Applicable
22. List of participating dealers (if applicable).
   Not Applicable

23. Preventive maintenance (if applicable).
   Not Applicable

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
   Not Applicable

24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/.
   Not Applicable

25. Data Universal Number System (DUNS) number.
   019928805

26. Notification regarding registration in System for Award Management (SAM) database.
   Versivo is registered in the System for Award Management (SAM) Database.
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**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151) AND IDENTITY ACCESS MANAGEMENT PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-60F)**

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SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. 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.
      - **Limited warranty.** We warrant that the Software Product will perform substantially as described in the applicable Versivo end user documentation.
• Limited warranty term. The limited warranty for ninety (90) days from the date you first use the Software Product.

• Limited warranty exclusions. This limited warranty is subject to the following limitations:
  o any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one year from the start of the limited warranty;
  o this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner inconsistent with this agreement or resulting from events beyond our reasonable control;
  o this limited warranty does not apply to problems caused by the failure to meet minimum system requirements; and this limited warranty does not apply to free, trial, pre-release or beta Software Products.

• Remedies for breach of limited warranty. If we fail to meet any of the above limited warranties and you notify us within the warranty period that a Product does not meet the limited warranty, then we will:
  o for Services, provide the remedies identified in the applicable Service Level Agreement for the affected Service; and
  o for Software Products, at our option either (1) return the price paid or (2) repair or replace the Software Product for a period covered by Your pre-paid license fee.

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (571) 636-1100 Option #1 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9AM – 5PM EST.
5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

   X  1. Software Maintenance as a Product (SIN 511210)

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

   Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

   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. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to ______ % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

Not Applicable

9. UTILIZATION LIMITATIONS - (SIN 511210)

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.

10. SOFTWARE CONVERSIONS - (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, 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 (511210), 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.
11. 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.

12. RIGHT-TO-COPY PRICING

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

*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.

[X] The Geographic Scope of Contract will be domestic delivery only.


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.

Contractor’s Ordering Address:
Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(571) 636-1100

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


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 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. ORGANIZATIONAL CONFLICTS OF INTEREST
a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(c)(3), insert the following provision:
(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

(1) The offeror;
(2) Subcontractors; and/or
(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

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

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

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151 IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

All rates include IFF pricing:

Technical Analyst
Responsibility: The technical analyst designs, codes, tests and debugs software. The technical analyst also performs system analysis tasks. The technical analyst creates documentation for programs and
creates various user guides. The technical analyst provides system support to the customer and also supports business analysts.

Experience: The technical analyst has a bachelor’s degree and a minimum of two years of relevant experience.

Pricing: $92.70 hourly

**Senior Technical Analyst**

Responsibility: The senior technical analyst provides expertise and leadership in application development and system software. The senior technical analyst addresses complex software, hardware and networking issues. The senior technical analyst also has experience in software development. The senior technical analyst provides primary interface with the client management personnel regarding technical issues. The senior technical analyst also delivers, presents and leads strategic client meetings. The senior technical analyst reviews the work products completed by technical analyst for completeness and accuracy.

Experience: The senior technical analyst has a bachelor’s degree and a minimum of four years of relevant experience.

Pricing: $125.14 hourly

**Subject Matter Expert**

Responsibility: The subject matter expert provides thought leadership based on specialized deep expertise and experience in fields such as technology and management. The subject matter expert provides guidance and consultation to project team staff as needed.

Experience: The subject matter expert has a bachelor’s degree and a minimum of six years of specialized expertise in a subject area. The subject matter expert continually attends seminars and may even provide training in their area of expertise.

Pricing: $128.85 hourly

**Business Analyst**

Responsibility: The business analyst conducts business process and system analysis. The business analyst assists customers with testing efforts (unit, configuration, regression and user acceptance). The business analyst has experience providing end user training. The business analyst works in conjunction with the technical analyst to ensure that the customer’s functional requirements are met.

Experience: The business analyst has a bachelor’s degree and a minimum of two years of relevant experience.

Pricing: $106.60 hourly

**Senior Business Analyst**

Responsibility: The senior business analyst provides expertise and leadership in business process, functional analysis, testing and configuration. The senior business analyst addresses complex
functional issues. The senior business analyst also has experience in end user training. The senior business analyst provides primary interface with the client management personnel regarding business process and configuration related issues. The senior business analyst also delivers, presents and leads strategic client meetings. The senior business analyst reviews the work products completed by business analyst for completeness and accuracy.

Experience: The senior business analyst has a bachelor’s degree and a minimum of four years of relevant experience.

Pricing: $125.14 hourly

**Project Manager**

Responsibility: The project manager oversees the daily activities for a task order. The project manager regularly communicates with the contracting officer and the contracting office technical representative. The project manager works under the guidance of the account manager to manage risk, budget, quality and schedule. The project manager directs every phase of the project: Planning, Initiation, Execution, Control and Closure. The project manager oversees the completion of project deliverables and ensures they are provided to the client on schedule, within budget and of good quality to meet client objectives.

Education and Experience: The project manager has a bachelor’s degree and a minimum of three years of relevant experience.

Pricing: $134.41 hourly

**Education Equivalence**

The descriptions above serve as a guide to the experience and educational background for personnel typically found in each category.

Versivo understands that experience can be a substitute for education. In addition, Versivo considers professional licenses and certifications as a validation of resources’ professional skills and experience. The table below indicates where experience or certifications can be substituted for education.

<table>
<thead>
<tr>
<th>Degree</th>
<th>Experience Equivalence</th>
<th>Other Equivalence</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bachelors</td>
<td>Associate degree plus two years of relevant experience</td>
<td></td>
</tr>
<tr>
<td>Bachelors degree plus two years of relevant experience,</td>
<td>Professional license (such as</td>
<td></td>
</tr>
<tr>
<td>Or</td>
<td>PMP or MCP)</td>
<td></td>
</tr>
<tr>
<td>Associate degree plus four years of relevant experience</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Versivo, Inc.  
Proposed GSA Pricing  
Effective April 3, 2014

SIN 54151: Information Technology Professional Services

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Labor Rate</th>
<th>Labor Rate (with IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Analyst</td>
<td>$92.00</td>
<td>$92.70</td>
</tr>
<tr>
<td>Senior Technical Analyst</td>
<td>$124.20</td>
<td>$125.14</td>
</tr>
<tr>
<td>Subject Matter Expert</td>
<td>$127.88</td>
<td>$128.85</td>
</tr>
<tr>
<td>Business Analyst</td>
<td>$105.80</td>
<td>$106.60</td>
</tr>
<tr>
<td>Senior Business Analyst</td>
<td>$124.20</td>
<td>$125.14</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$133.40</td>
<td>$134.41</td>
</tr>
</tbody>
</table>

SIN 511210: Term Software Licenses – Versiform Azure Cloud Hosting

**Versiform Hosting Options:**

<table>
<thead>
<tr>
<th>Product No.</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Price (with IFF)</th>
</tr>
</thead>
</table>
## Versiform Designer Licenses:

<table>
<thead>
<tr>
<th>Product No.</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Price (with IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VF-FED-1USER-DESIGNER-MSAZ-12MO</td>
<td>Versiform Federal 12 Mo. Designer</td>
<td>Versiform for Federal Government - 1 Designer. Allows full access to Versiform Administration and Forms Building Application. Requires Hosting License. Term = 12 Mo. Auto-renew.</td>
<td>$12,090.00</td>
</tr>
<tr>
<td></td>
<td>License</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>License</td>
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<td></td>
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<tr>
<td></td>
<td>License</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VF-FED-1USER-DESIGNER-MSAZ-1MO</td>
<td>Versiform Federal 1 Mo. Designer</td>
<td>Versiform for Federal Government - 1 Designer. Allows full access to Versiform Administration and Forms Building Application. Requires Hosting License. Term = 1 Mo. Auto-renew.</td>
<td>$1,309.75</td>
</tr>
<tr>
<td></td>
<td>License</td>
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<td></td>
</tr>
</tbody>
</table>

## Versiform Support Options:

<table>
<thead>
<tr>
<th>Product No.</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Price (with IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VF-FED-247-SUPPORT-MSAZ-12MO</td>
<td>Versiform Federal 12 Mo. 24 x 7</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 12 Mo. Auto-renew.</td>
<td>$6,045.00</td>
</tr>
<tr>
<td></td>
<td>Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VF-FED-247-SUPPORT-MSAZ-6MO</td>
<td>Versiform Federal 6 Mo. 24 x 7</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 6 Mo. Auto-renew.</td>
<td>$3,324.75</td>
</tr>
<tr>
<td></td>
<td>Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VF-FED-247-SUPPORT-MSAZ-3MO</td>
<td>Versiform Federal 3 Mo. 24 x 7</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 3 Mo. Auto-renew.</td>
<td>$1,813.50</td>
</tr>
<tr>
<td></td>
<td>Support</td>
<td></td>
<td></td>
</tr>
<tr>
<td>VF-FED-247-SUPPORT-MSAZ-1MO</td>
<td>Versiform Federal 1 Mo. 24 x 7</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 1 Mo. Auto-renew.</td>
<td>$654.88</td>
</tr>
<tr>
<td></td>
<td>Support</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Versiform Hosting Options:

<table>
<thead>
<tr>
<th>Product No.</th>
<th>Product Name</th>
<th>Description</th>
<th>GSA Price (with IFF)</th>
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### Versiform Designer Licenses:

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<thead>
<tr>
<th>Product No.</th>
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<th>GSA Price (with IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>VF-FED-1NAMED-DESIGNER-PRVT-12MO</td>
<td>Versiform Federal 12 Month Named Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform License Only for Federal Government - 1 Named Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application. Requires 'Versiform Federal 12 Month License Only for Private Cloud or Premise-based Solution'. Term = 12 Month Auto-renew.</td>
<td>$9,672.00</td>
</tr>
<tr>
<td>Plan Code</td>
<td>Description</td>
<td>Details</td>
<td>Price</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------</td>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>VF-FED-1NAMED-DESIGNER-PRVT-6MO</td>
<td>Versiform Federal 6 Month Named Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 1 Named Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application. Requires 'Versiform Federal 6 Month License Only for Private Cloud or Premise-based Solution'. Term = 6 Month Auto-renew.</td>
<td>$5,319.60</td>
</tr>
<tr>
<td>VF-FED-1NAMED-DESIGNER-PRVT-3MO</td>
<td>Versiform Federal 3 Month Named Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 1 Named Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application. Requires 'Versiform Federal 3 Month License Only for Private Cloud or Premise-based Solution'. Term = 3 Month Auto-renew.</td>
<td>$2,901.60</td>
</tr>
<tr>
<td>VF-FED-1NAMED-DESIGNER-PRVT-1MO</td>
<td>Versiform Federal 1 Month Named Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 1 Named Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application. Requires 'Versiform Federal 1 Month License Only for Private Cloud or Premise-based Solution'. Term = 1 Month Auto-renew.</td>
<td>$1,047.80</td>
</tr>
<tr>
<td>VF-FED-1CON5-DESIGNER-PRVT-12MO</td>
<td>Versiform Federal 12 Month 1:5 Concurrent Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform License Only for Federal Government - 1:5 Concurrent Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application for 1 Concurrent User. A maximum of 5 Users can share this license. Requires 'Versiform Federal 12 Month License Only for Private Cloud or Premise-based Solution'. Term = 12 Month Auto-renew.</td>
<td>$19,344.00</td>
</tr>
<tr>
<td>VF-FED-1CON5-DESIGNER-PRVT-6MO</td>
<td>Versiform Federal 6 Month 1:5 Concurrent Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform License Only for Federal Government - 1:5 Concurrent Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application for 1 Concurrent User. A maximum of 5 Users can share this license. Requires 'Versiform Federal 6 Month License Only for Private Cloud or Premise-based Solution'. Term = 6 Month Auto-renew.</td>
<td>$10,639.20</td>
</tr>
<tr>
<td>VF-FED-1CON5-DESIGNER-PRVT-3MO</td>
<td>Versiform Federal 3 Month 1:5 Concurrent Designer License Only for Private Cloud or Premise-based Solution</td>
<td>Versiform License Only for Federal Government - 1:5 Concurrent Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application for 1 Concurrent User. A maximum of 5 Users can share this license. Requires 'Versiform Federal 3 Month License Only for Private Cloud or Premise-based Solution'. Term = 3 Month Auto-renew.</td>
<td>$5,803.20</td>
</tr>
</tbody>
</table>
VF-FED-1CON5-DESIGNER-PRVT-1MO | Versiform Federal 1 Month 1:5 Concurrent Designer License Only for Private Cloud or Premise-based Solution | Versiform License Only for Federal Government - 1:5 Concurrent Designer - Private Cloud. Allows full access to Versiform Administration and Forms Building Application for 1 Concurrent User. A maximum of 5 Users can share this license. Requires 'Versiform Federal 1 Month License Only for Private Cloud or Premise-based Solution'. Term = 1 Month Auto-renew. | $2,095.60

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<tr>
<td>VF-FED-247-SUPPORT-PRVT-12MO</td>
<td>Versiform Federal 12 Month 24 x 7 Support for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 12 Month Auto-renew.</td>
<td>$5,077.80</td>
</tr>
<tr>
<td>VF-FED-247-SUPPORT-PRVT-6MO</td>
<td>Versiform Federal 6 Month 24 x 7 Support for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 6 Month Auto-renew.</td>
<td>$3,324.75</td>
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<tr>
<td>VF-FED-247-SUPPORT-PRVT-3MO</td>
<td>Versiform Federal 3 Month 24 x 7 Support for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 3 Month Auto-renew.</td>
<td>$1,523.34</td>
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<tr>
<td>VF-FED-247-SUPPORT-PRVT-1MO</td>
<td>Versiform Federal 1 Month 24 x 7 Support for Private Cloud or Premise-based Solution</td>
<td>Versiform for Federal Government - 24 x 7 Support. Upgrade support to 24 x 7 x 365. Term = 1 Month Auto-renew.</td>
<td>$550.10</td>
</tr>
</tbody>
</table>
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

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

Versivo, Inc.
Brett Thompson
(703) 963-3694
Brett.thompson@versivo.com
(703) 229-0575
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)_________________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

______________________________  __________________________
Ordering Activity          Date          Contractor          Date
BPA NUMBER__________________

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>BPA DISCOUNT/PRICE</th>
<th>*SPECIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td></td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td></td>
</tr>
<tr>
<td>_________________________</td>
<td>___________________</td>
<td></td>
</tr>
</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>________________________</td>
</tr>
<tr>
<td>___________</td>
<td>________________________</td>
</tr>
<tr>
<td>___________</td>
<td>________________________</td>
</tr>
</tbody>
</table>

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

(4) This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
<tr>
<td>_______</td>
<td>________________</td>
</tr>
</tbody>
</table>
(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

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

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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

IMPORTANT-READ CAREFULLY: THIS SERVICE PROVIDER AGREEMENT AND END-USER LICENSE ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN AN ORDERING ACTIVITY, AS DEFINED IN GSA ORDER ADM 4800.2G, AS REVISED FROM TIME TO TIME ("END USER") AND VERSIVO, INC. ("VERSIVO" OR "LICENSOR") FOR THE VERSIVO SOFTWARE PRODUCT IDENTIFIED IN THIS AGREEMENT.

VERSIVO SOFTWARE PRODUCT: Versiform™

This Agreement is entered into between End User and Versivo in consideration of the mutual promises contained herein, together with other good and valuable consideration, the receipt and sufficiency of which End User hereby acknowledge by End User’s use of the Services provided by Versivo and based upon which the parties agree as follows:

1. Definitions. The following definitions apply to this Agreement:

Service - means any online service provided by Versivo through its website and which has been requested by the End User, subject to such terms and conditions as required by Versivo.

Service Level Agreement - means that separate agreement between End User and Versivo representing commitments made by Versivo regarding delivery and/or performance of the Hosted Service.

Software Product – means the Versivo Software Product identified above, including the necessary modules, connectivity or access keys and APIs.

Website - means the Versivo website at http://app.versiform.net or at an alternate website that Versivo, in its sole discretion, identifies.

2. GRANT OF LICENSE. Versivo hereby grants to End User and End User hereby accepts from Versivo, subject to the terms and conditions of this Agreement, a nonexclusive, nontransferable right and license to access, use and exploit the Software Product through the Website solely for End User’s internal use. End User has no rights or license whatsoever in the Software Product except as provided through and necessary to the use of the Service.

End User shall have the right to use the Software only as specifically provided in these terms and conditions. Versivo retains all right, title and interest in the Software, any modification, enhancement, or derivative works thereof and in all related documentation. Versivo retains all rights to patents, copyrights, trademarks and trade secrets in or relating to the Software Product and related documentation.

If (1) End User is the U.S. Government or (2) this Agreement is being procured with U.S. Government funding, the following is applicable to this Agreement:
The Software is a “commercial item” as defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation. Except for United States Government purchases or acquisitions under the authority of FAR Part 12 and specifically without limitation under FAR 12.212, any use, duplication, or disclosure by the United States Government of the Product is subject to the restrictions and protections under DFARS 252.227-7015, Technical Data-Commercial Items (Nov. 1995), and is subject to the restrictions and protections set forth in this Agreement as prescribed in DFARS 227.7202, Commercial Computer Software and Commercial Computer Software Documentation (Sept 2007), FAR 27.405, Other Data Provisions (Nov 2007), or, as applicable, FAR 52.227-19, Commercial Computer Software License (Dec 2007).

3. TERM; TERMINATION. This license shall be effective for the period End User selects. End User may terminate the Agreement and license as provided in FAR 52.212-4(l) or (m). Upon termination or expiration, Versivo shall cancel End User’s access rights to the Services through the Website. End User shall have seven (7) calendar days within which to request, in writing, that Versivo collect and transmit End User’s data resident on the Website to End User (“Data Transfer Request”). Versivo agrees to collect and transmit End User’s data to End User promptly, which shall be defined as no more than thirty (30) days, after receipt of a Data Transfer Request. End User shall have no further right or entitlement with respect to the Service or use the Software Product but shall remain obligated under the indemnification and nondisclosure provisions in this Agreement.

4. RESTRICTIONS ON USE.

Except as otherwise set forth herein, End User shall have the right to benefit from the Service, including the incidental use the Software solely for its internal use.

End User may use the Service and Software Product only in connection with its internal business needs and may not use the Service and/or Software Product to provide services to third parties (e.g. a service bureau) without prior written permission from Versivo. As used herein, the terms “internal use”, “services to third parties” and “service bureau” shall refer to offering commercial services in the nature of providing the same or competing services to those offered under this Agreement by Versivo. Versivo acknowledges that the End User may use the Service in the course of its business and that the End User’s customers will benefit from the license granted to End User in this Agreement. For example, Versivo agrees that the license granted in this Agreement permits the End User to create a VesiForm document that the End User’s customers may access and complete in the normal course of End User’s business.

End User may not transfer, sublicense or otherwise assign its rights to use the Service and/or the Software Product to any third party without prior written permission from Versivo. End User shall not reverse engineer the Software Product to develop any other computer program and shall not copy any portion or module of the Software Product or documentation except in connection with permitted uses of the Service and/or Software Product hereunder.

5. PERFORMANCE OF SERVICES. Versivo agrees to perform the Services as defined in this Agreement. Versivo has no other obligation to provide any other services relating to the Software Product, including without limitation integration, training or custom software development, except pursuant to a separate and mutually negotiated contract.

6. NONDISCLOSURE. End User acknowledges that the Software Product and Documentation constitutes valuable trade secrets and End User agrees that it shall use the Software Product and documentation solely in accordance with the provisions of this Agreement and, notwithstanding any provision in the Agreement to the
contrary, will not disclose, or permit the Software Product and/or documentation to be disclosed, directly or
indirectly, to any third party at any time without Versivo's prior written consent unless required by law.

7. END USER RESPONSIBILITY. End User shall be solely responsible for obtaining, maintaining and
operating at its expense all communications services necessary for End User to access the Website, the Services
and to use and exploit the Software Product being licensed under this Agreement.

8. WARRANTIES.

a. Limited warranty. We warrant that the Software Product will perform substantially as described in the
applicable Versivo end user documentation.

b. Limited warranty term. The limited warranty for ninety (90) days from the date you first use the Software
Product.

c. Limited warranty exclusions. This limited warranty is subject to the following limitations:

(i) any implied warranties, guarantees or conditions not able to be disclaimed as a matter of law will last one
year from the start of the limited warranty;

(ii) this limited warranty does not cover problems caused by accident, abuse or use of the Products in a manner
inconsistent with this agreement or resulting from events beyond our reasonable control;

(iii) this limited warranty does not apply to problems caused by the failure to meet minimum system
requirements; and

(iv) this limited warranty does not apply to free, trial, pre-release or beta Software Products.

d. Remedies for breach of limited warranty. If we fail to meet any of the above limited warranties and you
notify us within the warranty period that a Product does not meet the limited warranty, then we will:

(i) for Services, provide the remedies identified in the applicable Service Level Agreement for the affected
Service; and

(ii) for Software Products, at our option either (1) return the price paid or (2) repair or replace the Software
Product for a period covered by Your pre-paid license fee.

These are your only remedies for breach of the limited warranty, unless other remedies are required to be
provided under applicable law.

e. DISCLAIMER OF OTHER WARRANTIES. OTHER THAN THIS LIMITED WARRANTY, WE
PROVIDE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. WE DISCLAIM ANY
IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF
SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS WILL APPLY
UNLESS APPLICABLE LAW DOES NOT PERMIT THEM. THIS SECTION 8(E) DOES NOT LIMIT OR
DISCLAIM WARRANTIES EXPRESSLY PROVIDED IN THE GSA SCHEDULE CONTRACT.
9. INDEMNITY. Versivo shall, at its expense, indemnify End User against any claim, action or allegation brought against End User that the Versivo Software Product willfully infringes any United States patent or infringes any United States copyright or misappropriates any trade secrets recognized as such under the Uniform Trade Secret law of any third party and shall pay any final judgments awarded or settlements entered into. End User shall give prompt written notice to Versivo of any such claim, action or allegation of infringement. Subject to the authority of the Department of Justice (DOJ) to represent and defend actions or claims against End User under 5 U.S.C. § 552, Versivo shall be permitted to consult with the DOJ with respect to any such claim or action and, Versivo may intervene in any such proceeding in its own right and at its sole expense through counsel of Versivo’s choice.

In the event any such infringement claim, action or allegation is brought or threatened, without limiting the foregoing, Versivo may, at its sole option and expense: (a) procure for End User the right to continue use of the Software Product or infringing part thereof on commercially reasonable terms, or (b) modify or amend the Software Product or infringing part thereof or replace the Software Product or infringing part thereof with other software having substantially the same or better capabilities.

The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software Product made by any party other than Versivo or Versivo's authorized representative.

THE FOREGOING STATES THE ENTIRE LIABILITY OF VERSIVO UNDER THIS AGREEMENT WITH RESPECT TO INFRINGEMENT OF ANY COPYRIGHT, PATENT OR TRADE SECRET.

10. EXPORT ADMINISTRATION. In no event may End User export any Software or use any Software unless End User has complied fully with all relevant regulations of the U.S. Department of Commerce and with the U.S. Export Administration Act. End User will deliver to Versivo any requested certifications of compliance.

11. DISPUTE RESOLUTION.

Any dispute between the parties arising under or relating to this Agreement shall be subject to the Contracts Disputes Act, 41 U.S.C. §§41 U.S.C. 7101 et seq.

12. APPLICABLE LAW. To the extent applicable, this Agreement shall be governed by and construed under the laws of the United States.

13. NON-WAIVER OF RIGHTS. The failure of either Party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right.

14. SEVERABILITY. If any term, or provision contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in whole or part, such term or provision shall be severed from this Agreement, and the remaining terms and provisions contained herein shall continue in full force and effect.

15. ASSIGNMENT. This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned in whole or in part by End User without the prior written consent of Versivo. Versivo may not assign this Agreement except in accordance with FAR § 42.1204.
16. **LIMITATION OF LIABILITY.** Versivo shall not be liable to the End User for special, indirect, incidental, punitive or consequential damages of any nature, for any reason, including, without limitation, the breach of the Agreement or any termination of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, even if Versivo has been warned of the possibility of such damages. Except as provided herein, all remedies, including, without limitation, the termination of this Agreement and all of the remedies provided by law shall be deemed cumulative and not exclusive. **VERSIVO’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, SPECIFICALLY INCLUDING VERSIVO’S BREACH OF ANY EXPRESS OR IMPLIED WARRANTY SHALL NOT EXCEED THE AGGREGATE AMOUNTS PAID BY END USER TO VERSIVO HEREUNDER.** This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Contract 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 Contract (i.e., clause 552.238-72 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, Liability for Injury or Damage (Section 3 of the Price List), and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

17. **END USER DATA.** Nothing in this Agreement shall transfer ownership of any data uploaded, stored or otherwise input by End User while accessing the Website or using the Services or Software Product. All data remain the sole property of End User and Versivo shall possess no right, title or interest in any End User data as a result of this Agreement. In the event of termination, End User may request that Versivo collect and transfer to End User all End User data stored or uploaded as provided in Section 3 of this Agreement.

END OF VERSIVO END USER LICENSE AGREEMENT – HOSTED SERVICES