



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

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-51 Information Technology Professional Services

SIN 132-32 TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers - Application Software
Microcomputers - Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers - Application Software
Microcomputers - Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D307 Automated Information Systems Design and Integration Services

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

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

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

Objectivity, Inc.
3099 North First Street, Suite 200, San Jose, California 95134-2006
Voice (408) 992-7100, Fax (408) 992-7171
www.objectivity.com

Contract Number: GS-35F-0119R

Period Covered by Contract: November 17, 2004 to November 16, 2019

General Services Administration

Federal Supply Service

Pricelist current through Modification #PO-0010 dated September 30, 2014

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

- 1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Special Item No. 132-51 Information Technology Professional Services

- 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 attached pricelist for details*
- 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.

Skill category descriptions begin on page 36

2. Maximum order. *\$500,000*
3. Minimum order. *\$100*
4. Geographic coverage (delivery area). *Domestic only*
5. Point(s) of production (city, county, and State or foreign country). *Same as company address*
6. Discount from list prices or statement of net price. *Prices shown are NET Prices; Basic Discounts have been deducted.*
7. Quantity discounts. *None*
8. Prompt payment terms. *None*
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

The Government purchase Card will be accepted for payment on orders below the micro-purchase threshold.

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

The Government purchase Card will not be accepted for payment on orders above the micro-purchase threshold.

10. Foreign items (list items by country of origin). *None*

- 11a. Time of delivery. (Contractor inserts number of days.)

<i>SPECIAL ITEM NUMBER</i>	<i>DELIVERY TIME (Days ARO)</i>
<i>132-32</i>	<i>30 Days</i>
<i>132-33</i>	<i>30 Days</i>
<i>132-34</i>	<i>30 Days</i>
<i>132-51</i>	<i>30 Days</i>

- 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. *As negotiated on the task order level*

- 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. *As negotiated on the task order level*

- 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. *As negotiated on the task order level*

12. F.O.B. point(s). *Destination*

- 13a. Ordering address(es).

*Objectivity, Inc.
ATTN: Sales Department
3099 North First Street
Suite 200
San Jose, CA 95134-2006*

- 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. For supplies and services, the ordering procedures, and information on

Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address(es).

*Objectivity, Inc.
ATTN: Accounts Receivable
3099 North First Street
Suite 200
San Jose, CA 95134-2006*

15. Warranty provision.

- (a) *Warranties. Contractor warrants that each Product will be free from any Software Problem (as defined in Section 4.2 a. below) so long as the ordering activity is receiving Maintenance and Support Services as specified in Section 4 below, unless such Products are modified by the ordering activity. Contractor does not warrant that the operation of the Products will be uninterrupted or error-free, that all Software Problems will be corrected, that the Products will satisfy the ordering activity's requirements, or that the Products will operate in the combinations which the ordering activity may select for use. For any breach of the above warranties, the ordering activity's exclusive remedy, and Contractor's entire liability, shall be for Contractor to take the actions specified in Maintenance and Support Services.*
- (b) *Limitations on Warranties. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The warranties above shall apply only if alleged defects actually exist and were not caused by the ordering activity's misuse, unauthorized modifications, neglect, improper installation or testing, attempts to repair, or the like, or by accident, fire, power surge or failure, or other hazard. Repair or replacement of a part, code or other item will be warranted so long as the ordering activity is receiving Maintenance and Support Services or thirty (30) days, whichever is longer.*
- (c) *Disclaimer for Embedded Programs.*
(i) One or more of the Products may contain certain programs (the "Programs") published by eclipse.org pursuant to a public license found at <http://www.eclipse.org/legal/epl-v10.html> (the "Public License"). In accordance with the provisions of the Public License, all Contributors (as defined in the Public License), with respect to the Programs, hereby disclaim (i) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose, and (ii) all liability for damages, including direct, indirect, special, incidental and consequential

damages, such as lost profits. The ordering activity hereby accepts and agrees to the foregoing disclaimers. Any provisions in this contract that differ from the foregoing are offered by Contractor alone and not by any other party. Source code for the Programs are available from Contractor, are based on the versions of the Products that use them, and may be obtained by using the File->"open" or File->"Open page" menu item on a web browser to access the following page: <ftp://ftp.objy.com/pub/thirdparty>. The browser will then request a location to which to save the file.

(ii) One or more of the Products may contain a certain program (the "SLF4J Program") published by The Simple Logging Facade for Java pursuant to a public license found at <http://www.slf4j.org/license.html> (the "SLF4J Public License"). In accordance with the provisions of the SLF4J Public License, the SLF4J Program is provided subject to the following disclaimer:

THE SLF4J PROGRAM IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SLF4J PROGRAM OR THE USE OR OTHER DEALINGS IN THE SLF4J PROGRAM.

Further, the SLF4J Program License requires that the following copyright notice and permission notice be included in all copies or substantial portions of the SLF4J Program:

Copyright ©2004-2008 QOS.ch, All rights reserved

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

16. Export packing charges, if applicable. *Not Applicable*
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). *None*
18. Terms and conditions of rental, maintenance, and repair (if applicable). *Not Applicable*

19. Terms and conditions of installation (if applicable). *Not Applicable*
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. *36-060-2221*
26. Notification regarding registration in SAM.gov (formerly the Central Contractor Registration) database. *CAGE Code: 1H4Q6*

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software products and related documentation ("Products") that have been tendered for acceptance. Warranty terms and conditions regarding nonconforming Products are set forth below.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. WARRANTIES, REMEDIES, LIMITATION OF LIABILITY

3.1 Infringement Indemnity.

(a) Contractor will defend the ordering activity against a claim that Products furnished and used within the scope of this contract infringe a third party's intellectual property right (a "Claim"), and Contractor will indemnify the ordering activity for any damages finally awarded or any final settlement amount paid based upon a Claim, provided the ordering activity notifies Contractor in writing of the details of a Claim within thirty (30) days after its occurrence, and the ordering activity provides Contractor (at Contractor's expense for reasonable out-of-pocket-expenses) with the assistance, information and authority necessary for Contractor to solely conduct the defense and all related settlement negotiations.

(b) Notwithstanding any other provision of this contract, Contractor shall have no liability for any Claim based on: (i) use of a superseded or altered release of Products if such Claim would have been avoided by use of current or unaltered releases of such Products or (ii) the combination, operation or use of any of the Products furnished under this contract with programs or data not furnished by Contractor if such Claim would have been avoided by use of the Products without such programs or data.

(c) In the event the Products are held or are believed by Contractor to infringe, Contractor shall have the option, at its expense, to (i) modify the Products to be non-infringing, (ii) obtain for the ordering activity a license to continue using the Products, or (iii) substitute the Products with other software reasonably suitable to the ordering activity. Contractor reserves the right to terminate the license for the infringing Products and refund the license fees paid for such Products if it cannot reasonably take any of the actions set forth above. This Section 2.1 states the ordering activity's exclusive remedy and Contractor's entire liability for any claims of infringement.

3.2 Warranties, Exclusive Remedies and Disclaimers.

(a) Warranties. Contractor warrants that each Product will be free from any Software Problem (as defined in Section 4.2 a. below) so long as the ordering activity is receiving Maintenance and Support Services as specified in Section 4 below, unless such Products are modified by the ordering activity. Contractor does not warrant that the operation of the Products will be uninterrupted or error-free, that all Software Problems will be corrected, that the Products will satisfy the ordering activity's requirements, or that the Products will operate in the combinations which the ordering activity may select for use. For any breach of the above warranties, the ordering activity's exclusive remedy, and Contractor's entire liability, shall be for Contractor to take the actions specified in Maintenance and Support Services.

(b) Limitations on Warranties. THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. The warranties above shall apply only if alleged defects actually exist and were not caused by the ordering activity's misuse, unauthorized modifications, neglect, improper installation or testing, attempts to repair, or the like, or by accident, fire, power surge or failure, or other hazard. Repair or replacement of a part, code or other item will be warranted so long as the ordering activity is receiving Maintenance and Support Services or thirty (30) days, whichever is longer.

(c) Disclaimer for Embedded Programs.

(i) One or more of the Products may contain certain programs (the "Programs") published by eclipse.org pursuant to a public license found at <http://www.eclipse.org/legal/epl-v10.html> (the "Public License"). In accordance with the provisions of the Public License, all Contributors (as defined in the Public License), with respect to the Programs, hereby disclaim (i) all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose, and (ii) all liability for damages, including direct, indirect, special, incidental and consequential damages, such as lost profits. The ordering activity hereby accepts and agrees to the foregoing disclaimers. Any provisions in this contract that differ from the foregoing are offered by Contractor alone and not by any other party. Source code for the Programs are available from Contractor, are based on the versions of the Products that use them, and may be obtained by using the File->"open" or File->"Open page" menu item on a web browser to access the following page: <ftp://ftp.objy.com/pub/thirdparty>. The browser will then request a location to which to save the file.

(ii) One or more of the Products may contain a certain program (the "SLF4J Program") published by The Simple Logging Facade for Java pursuant to a public license found at <http://www.slf4j.org/license.html> (the "SLF4J Public License"). In accordance with the provisions of the SLF4J Public License, the SLF4J Program is provided subject to the following disclaimer:

THE SLF4J PROGRAM IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SLF4J PROGRAM OR THE USE OR OTHER DEALINGS IN THE SLF4J PROGRAM.

Further, the SLF4J Program License requires that the following copyright notice and permission notice be included in all copies or substantial portions of the SLF4J Program:

Copyright ©2004-2008 QOS.ch, All rights reserved

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions: The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

- 3.3 Limitation of Liability. EXCEPT FOR ANY BREACH OF THE SCOPE OF THE LICENSES GRANTED OR LICENSE RESTRICTIONS SET FORTH IN SECTION 6, OR AWARDED DAMAGES OR SETTLEMENTS THAT CONTRACTOR IS REQUIRED TO PAY PURSUANT TO ITS OBLIGATIONS UNDER SECTION 2.1, OR BREACHES OF THE PARTIES' OBLIGATIONS UNDER SECTION 11, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS CONTRACT, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY. EXCEPT FOR CONTRACTOR'S OBLIGATIONS UNDER SECTION 2.1, OR BREACHES OF CONTRACTOR'S OBLIGATIONS UNDER SECTION 11, CONTRACTOR'S LIABILITY FOR DAMAGES UNDER THIS CONTRACT SHALL IN NO EVENT EXCEED THE AMOUNT OF LICENSE FEES PAID BY THE ORDERING ACTIVITY UNDER THIS CONTRACT, AND IF SUCH DAMAGES RESULT FROM THE ORDERING ACTIVITY'S USE OF PRODUCTS, SUCH LIABILITY SHALL BE LIMITED TO LICENSE FEES PAID, PRORATED OVER A THREE-YEAR TERM FROM THE EFFECTIVE DATE. EXCEPT FOR ANY BREACH OF THE SCOPE OF THE LICENSES GRANTED OR LICENSE RESTRICTIONS SET FORTH IN SECTION 6, BREACHES OF THE ORDERING ACTIVITY'S OBLIGATIONS UNDER SECTIONS 2.3, 11, AND 12 THE ORDERING ACTIVITY'S LIABILITY FOR DAMAGES UNDER THIS CONTRACT SHALL IN NO EVENT EXCEED THE

AMOUNTS OTHERWISE DUE AND PAYABLE HEREUNDER TO CONTRACTOR. THE ORDERING ACTIVITY ACKNOWLEDGES THAT THE ALLOCATION OF RISKS AND BENEFITS UNDER THIS CONTRACT ARE BASED ON, AND THE LICENSE FEES UNDER THIS CONTRACT WOULD BE GREATER IN THE ABSENCE OF, THE LIMITATIONS DESCRIBED ABOVE.

4. TECHNICAL SERVICES

Provided that the ordering activity has purchased the requisite Maintenance and Support Services, the Contractor shall provide a hot line technical support number, initially (800) 767-6259, for the purpose of providing user assistance and guidance in the implementation of the Products. The technical support number is available from 6:00 am to 6:00 pm Pacific Time.

5. SOFTWARE MAINTENANCE AND SUPPORT SERVICES

5.1 Maintenance and Support and Right to Upgrade. Contractor shall provide the Maintenance and Support Services described below, including technical assistance, Updates, Releases, and Versions. The ordering activity shall comply with the obligations set forth for all periods for which the ordering activity has purchased Maintenance and Support Services. The ordering activity order shall indicate Contractor support offering purchased. the ordering activity understands that any renewal of Maintenance and Support Services that covers *any* deployed copies of Products must be purchased for all deployed copies.

5.2 Definitions and Product Nomenclature.

a. Defined Terms.

- (i). "Bug Fixes" means alteration of Contractor software to solve identified problems.
- (ii). "Maintenance and Support Services" for the Products shall mean those services related to consulting, installation and support to be provided by Contractor to the ordering activity (but not to any third party).
- (iii). "Contractor-Supported Configurations" shall mean hardware platform types, operating system types and their releases, compilers, tools and their respective releases then supported by Contractor.
- (iv). "Product or Products" shall mean (i) the Contractor computer software program or programs in Object Code only, (ii) Updates, Releases, and Versions as may be made available from time to time by Contractor, and (iii) the User Documentation, whether in printed or machine readable form.
- (v). "Software Problem" shall mean an error condition that is repeatable and reproducible and that causes a Product to not function according to the specifications in the User Documentation (including the specifications in the User Documentation for all Updates, Releases, or Versions), when properly installed and operated on Contractor-Supported Configurations.
- (vi). "Troubleshooting" means (i) examination of a problem in interaction with the ordering activity, involving diagnostic services on Contractor's part, e.g. suggestions of perturbations to the problem situation intended to lead to solution of the problem or identification of its cause, (ii) helping the ordering activity solve the ordering activity reproducible problems related to the use of the

Product by (1) providing a Workaround, (2) identifying a problem in the Product, (3) identifying and informing the ordering activity of a problem in the ordering activity's product, or (4) helping the ordering activity use the Product correctly and take advantage of all Contractor features.

(vii). "User Documentation" shall mean the Contractor User Manual(s) and other related written materials regarding the proper installation and use of the Products and provided for use in connection with the Products.

(viii). "Workaround" means (i) a prescribed course of action to avoid an identified problem without alteration or replacement of Contractor software, or (ii) a suggestion on how to avoid a problem, that may include things such as coding, configuration, or hardware suggestions.

b. Product Nomenclature. Contractor uses the following Product nomenclature: Version / Release /Update.

"Version" means any modification of a Product for which Contractor adds major new functions or extensively modifies existing functions of a Product and is indicated by the number to the left of the first decimal point in the Product number, e.g., a change from 3.8 to 4.0.

"Release" means any modification of a Product for which Contractor, in its sole discretion, adds minor new functionality to the Product and is indicated by a change in the number to the right of the first decimal point in the Product number, e.g., a change from 4.4 to 4.5.

"Update" means any modification of a Product for which Contractor, in its sole discretion, provides maintenance to the Product and is indicated by a change in a number to the right of the second decimal point in the Product number, e.g., a change from 4.1.1 to 4.1.2.

5.3 Technical Assistance. Technical assistance shall be performed primarily by telephone and electronic mail from Contractor's offices in Sunnyvale, California or, if elected by Contractor in its sole discretion, at the ordering activity's site. Contractor shall provide technical assistance to the Customer Support Contacts for error correction and to advise the ordering activity on the installation, operation, and maintenance of the Products. If the ordering activity is located outside the United States, the services shall be provided by Contractor, an Contractor distributor, or other entity designated by Contractor.

Contractor Support Offerings

Service Level Features	Standard	24x7 ¹	Custom Option
Assistance via email	X	X	
Assistance via 800 number (6:00am-6:00pm, PST)	X	X	
Web access to support database, tips and tools	X	X	
Troubleshooting for current Version and the immediate prior Version	X	X	
Ongoing custom assistance, Troubleshooting, and Bug Fixes for one			X

specific Release			
Bug Fixes scheduled to match customer deployment schedule			X
Response time	48hr	1hr	
New Updates, Releases, and Versions when available	X	X	
Technical bulletins	X	X	
Pre-deployment review		X	
24x7 critical service support ¹		X	

5.4 Customer Support Contact. "Customer Support Contact" means a maximum of two (2) individuals specified by the ordering activity in writing to be support contacts. the ordering activity may change the names on this list at any time, by written notice to Contractor. All Maintenance and Support Services will be provided only through the Customer Support Contacts.

5.5 Updates, Releases, and Versions. In the event Contractor, in its sole discretion, makes generally commercially available an Update, Release, or Version for one or more of the Products, then on the ordering activity's request if the ordering activity is then receiving Maintenance and Support Services, the ordering activity shall receive one (1) free copy of the Update, Release or Version of the Products for each copy of the Products covered by a maintenance agreement with Contractor. THE ORDERING ACTIVITY UNDERSTANDS AND AGREES THAT TO THE EXTENT THAT ANY UPDATE, RELEASE OR VERSION SO OBTAINED IS PROPAGATED TO OR OTHERWISE IMPLEMENTED ON DEVELOPMENT COPIES OR DEPLOYED COPIES OF THE PRODUCTS FOR WHICH NO CURRENT MAINTENANCE AND SUPPORT SERVICES COVERAGE WITH CONTRACTOR EXISTS, THE ORDERING ACTIVITY WILL BE DEEMED IN MATERIAL BREACH OF ITS OBLIGATIONS UNDER THESE TERMS AND CONDITIONS OF MAINTENANCE AND SUPPORT SERVICES, AS WELL AS THE UNDERLYING CONTRACT PURSUANT TO WHICH THE PRODUCTS WERE ORIGINALLY OBTAINED.

5.6 Media. Delivery of Updates, Releases and Versions shall be provided by electronic download or in machine readable form on compact disk. Change made to reflect current practices

5.7 The ordering activity's Obligations. The ordering activity shall provide written notice to Contractor of any Software Problem, including, but not limited to, descriptions or examples of a Software Problem in the form requested by Contractor. The ordering activity shall provide all reasonable assistance to Contractor, including any supporting materials requested by Contractor, in duplicating and/or correcting the Software Problem.

5.8 Contractor's Obligations.

a. General. Contractor will use its reasonable efforts, according to the response objectives set forth herein, to provide a resolution to Software Problems brought to its attention by written notice by the ordering activity that can be duplicated by

¹ Available only for applications which have been deployed

Contractor. Such Software Problem resolutions will consist of either (i) a solution to the Software Problem, including appropriate release notes or changes to the documentation, or (ii) a procedural Workaround that provides a solution to the Software Problem, or (iii) Bug Fixes (for the next Release only). Following duplication of any Software Problem, Contractor will provide the ordering activity with an estimate of how long it will take to resolve the Software Problem and will keep the ordering activity informed of the progress of the resolution of the Software Problem. Change made to reflect current practices

b. Definitions. The response time objectives are based upon Contractor's standard Software Performance Report ("SPR") definitions as follows:

- (1) "Critical" - The Product is not usable. Data corruption or system crashes are certain. No procedural Workaround exists. Work on this level Software Problem pre-empts all other lower priority problems.
- (2) "Serious" - The Product is usable with severe limitation. Data corruption or system crashes are possible. No effective procedural Workaround exists.
- (3) "Moderate" - The Product is usable with moderate limitation because minor features are affected. There is no data corruption, system crashes or loss of production. A procedural Workaround exists.
- (4) "Low" - The Product is usable, but has some usability (cosmetic) problems. There is no data corruption, system crashes or loss of production. Cosmetic errors exist in the User Documentation.
- (5) "Enhancement" - No Software Problem exists. The Product is usable, functions as documented, but could benefit from modification.

c. Response Objectives. Contractor will use reasonable efforts to provide a resolution to Software Problems, as provided in Section 4.8(a) above, within the elapsed time objectives described below:

- (1) Critical Software Problems. Two (2) business days from Contractor's duplication of the Software Problem;
- (2) Serious Software Problems. Five (5) business days from Contractor's duplication of the Software Problem;
- (3) Moderate Software Problems. Provided solely at Contractor's discretion;
- (4) Low Software Problems. Provided solely at Contractor's discretion; and
- (5) Enhancement. Provided solely at Contractor's discretion.

5.9 Limitations on Maintenance Coverage.

a. General. Contractor has no obligation to provide Maintenance and Support Services under this contract for:

- (1) Products which have been altered or modified by anyone other than Contractor;
- (2) Software Problems which arise as a result of the ordering activity's negligence or fault, or from malfunctions of Contractor-Supported Configurations;
- (3) Products used on configurations other than Contractor-Supported Configurations; and
- (4) Products for which the ordering activity has terminated Maintenance and Support Services pursuant to Section 5.b. herein.

b. Support Limitation. Contractor's Maintenance and Support Services obligations are limited to the current Version and the prior Version of the Products; provided, however, that each Version will be supported for a minimum of twelve (12) months after its issue. Change from Release to Version is to correct error in schedule. Always meant to be Versions as they are much further apart than Releases and much more favorable to customer.

c. Cancellation.

(1) Contractor shall have the right to cancel Maintenance and Support Services upon thirty (30) days prior written notice to the ordering activity in the event that the ordering activity fails to pay support fees as due.

5.10 Reinstatement. Reinstatement of lapsed Maintenance and Support Services shall be permitted. If reinstatement of lapsed Maintenance and Support Services occurs within one year of the cancellation of services, a reinstatement fee of 1.5 times the current maintenance fee will be charged for the lapsed period. After one year of lapsed maintenance, the ordering activity must repurchase licenses at the current list price.

5.11 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). For maintenance that includes bug fixes, updates, or upgrades, invoices shall be submitted by the Contractor at the time of purchase. **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.** This reflects the current regulations

6. PERIODS OF TERM LICENSES (SIN 132 32) AND MAINTENANCE (SIN 132 34)

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

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar day's written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

7. **PRODUCTS LICENSE**

7.1 **Rights Granted.**

(a) Contractor hereby grants to the ordering activity a fee-bearing, nonexclusive and nontransferable license to use the Products solely for the ordering activity's internal operations by an individual User at a specific location, the location being designated in the purchase order. Notwithstanding the foregoing, certain Products may be licensed for use on a single CPU by multiple Users, as may be provided in the purchase order. The ordering activity may make archival and backup copies of the Products, which copies shall be subject to the provisions of this contract, and all proprietary rights notices shall be reproduced in such copies. License fees for the Products shall be as specified in the applicable purchase order. Copying of the user documentation is not permitted except with the prior written consent of Contractor.

(b) If the ordering activity licenses the Products for development purposes, as designated in the purchase order, the ordering activity will receive a fee-bearing, non-exclusive license to create applications to be used in conjunction with the Products. This license includes writing, editing, compiling, linking, and debugging code that creates, retrieves, updates or deletes objects using the Products. The ordering activity has no right to transfer such applications or otherwise allow access to any other individual User unless such individual User has ordered a license and is bound, in writing, by this contract.

(c) If the ordering activity licenses the Products as an end user, the ordering activity will receive a fee-bearing, non-exclusive license to use the Products in conjunction with applications created by the ordering activity or others. Any individual User employing applications which access objects from the Products, even if the Products are not running on such User's computer, must order a license and be bound, in writing, by this contract.

(d) The ordering activity agrees to place the following proprietary rights notice(s), as appropriate, on any application using the Products:

Objectivity/DB®
Copyright©1989-2011
Objectivity, Inc.
All rights reserved

InfiniteGraph ®
Copyright© 2011
Objectivity, Inc.
All rights reserved

The notice shall be applied to all copies of the Products, in some form, either human or machine readable.

(f) The ordering activity agrees not to engage in, cause or permit the reverse engineering, disassembly, decompilation or any similar manipulation of the Products. the ordering activity acquires only the right to use the Products as specified herein, and all rights, title and interest in the Products shall at all times remain the property of Contractor or Contractor's licensors.

7.2 **Definition of User.** For the purposes of this contract, a "User" is anything that makes use of, creates, deletes, manipulates, or gains value from objects stored in the Objectivity/DB or InfiniteGraph database, either directly or indirectly. A direct User interacts directly with an Objectivity/DB or InfiniteGraph client. An indirect User interacts through a

multi-tier architecture with an Objectivity/DB or InfiniteGraph client, e.g. via CORBA, an application server, or a web server. A User may be named, and thus identified by the name of a person, or the name of a terminal or GUI operator, or a system operator. A User may also be a physical device that is connected to the system, e.g. a sensor, a detector, a unit of work, or network element.

8. LICENSE TRANSFER POLICY

Licenses may not be transferred between Language Bindings (e.g., C++ to Java), or between different ordering activity applications. Licenses may not be transferred between different entities (e.g. if a project is transferred to another agency, group, or organization).

9. 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.

10. RIGHT-TO-COPY PRICING

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

11. TERM AND TERMINATION

- a. Term. The term of this contract shall begin on the date the Products are received by the ordering activity , and will continue until terminated under the provisions of Section 10 b. below.
- b. Termination. This contract will terminate automatically as follows: (a) at the end of thirty (30) days after written notice by a party specifying a material breach, if the breaching party fails to cure the breach within such thirty (30) day period; (b) upon ten (10) days written notice if the material breach specified constitutes a violation of Sections 6, 11, or a prohibited propagation or implementation of any Update, Release or Version as described in Section 4.
- c. Destruction or Return of Products Upon Termination. Upon termination of this contract for any reason, the ordering activity shall (i) immediately cease using the Products, and (ii) certify in writing to Contractor within thirty (30) days after such termination that the ordering activity has either destroyed, permanently erased or returned to Contractor the Products, and all copies in all forms, partial and complete, in all types of media and computer memory and storage.

12. CONFIDENTIALITY

The parties agree, both during the term of this contract and for a period of three (3) years after termination of this contract and of all licenses granted under this contract: (a) to hold in confidence information which is confidential to the other ("Confidential Information," as more fully described below); (b) not to disclose or make each other's Confidential Information available, in any form, to any third party; and (c) not to use each other's Confidential Information for any purpose other than as specified in this contract. In addition, each party agrees to take all

reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents (who shall be entitled to have access to same only on a need-to-know basis) in violation of any provision of this contract. A party's Confidential Information shall be limited to the Products, information related thereto (including results of benchmark test of any Products), and all information clearly marked as confidential and shall not include information which: (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to such access to or the disclosure of same and had not been obtained by such other party either directly or indirectly from the party hereto granting such access or making such disclosure, all of which is properly documented by such other party; (iii) is lawfully disclosed to the other party by a third party having a legal right to so disclose without restriction on such disclosure; or (iv) with respect to information that is the same as or substantially identical to the Confidential Information, is entirely independently developed by the other party, which independent development is properly documented by such other party.

13. NONASSIGNABILITY AND BINDING EFFECT

Except in connection with the sale of all or substantially all of Contractor's assets or business (by merger or otherwise), any attempted assignment of the rights or delegation of the obligations under this contract shall be void without the prior written consent of the nonassigning or nondelegating party. In the case of any permitted assignment or transfer of or under this contract, this contract or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties to this contract.

14. ENTIRE CONTRACT; SEVERABILITY AND WAIVER

This contract constitutes the entire agreement between the parties and supersedes all previous agreements or representations, written or oral, with respect to the Products, the services specified herein, and the licensing and providing of service under this contract. Contractor shall not be bound by any additional provisions in any order, release, acceptance or other written correspondence from the ordering activity unless expressly agreed to in writing. All provisions of the contract shall be and remain in full force and effect with respect to its subject matter. In the event any provision of this contract is held to be invalid or unenforceable, the valid or enforceable portion thereof and the remaining provisions of this contract will remain in effect. Any waiver (express or implied) by either party of any breach of this contract shall not constitute a waiver of any other or subsequent breach.

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on

the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □ COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □ □ OCT 2008) (DEVIATION I – FEB 2007) applies to 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 (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(e)(3), insert the following provision:

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 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.

OBJECTIVITY'S GSA APPROVED PRICE LIST

PRODUCT LICENSE PRICING OVERVIEW

All Objectivity products have a price associated with licensing for use within a development environment that is a function of the number of developer seats. In addition, most products have a price associated with licensing for use within a runtime environment for deployed applications.

The Objectivity Product Family consists of base products, product options, and frameworks. The base product includes both the Objectivity Database and (1) Language Binding for (1) Operating System.

Developer Pricing

Table 1 and Table 2 outlines product pricing for licensing for use within a development environment. Run-Time Fees are described in the next section.

Run-time Pricing

Objectivity/DB and InfiniteGraph, and most of the Objectivity Options and Frameworks, have a Run-Time Fee component. Objectivity/DB Run-Time Fees are based on the number of Users and the number of cores on a single machine and several other Run-Time pricing models. InfiniteGraph Run-Time Fees are based upon the number of Nodes and Edges. In certain circumstances, with Objectivity management approval, InfiniteGraph Run-Time Fees can also be based upon the number of Users and the number of cores on a single machine or other Run-Time models.

Definition of User

A "User" is anything that makes use of, creates, deletes, manipulates, or gains value from objects stored in the Objectivity/DB or InfiniteGraph database, either directly or indirectly. A direct User interacts directly with an Objectivity/DB or InfiniteGraph client. An indirect User interacts through a multi-tier architecture with an Objectivity/DB or InfiniteGraph client, e.g. via CORBA, an application server, or a web server. A User may be named, and thus identified by the name of a person, or the name of a terminal or GUI operator, or a system operator. A User may also be a physical device that is connected to the system, e.g. a sensor, a detector, a unit of work, or network element.

Objectivity/DB Developer Pricing

Product Group	Product Name	Comments	Price
Base Products	Objectivity/DB for C++	Includes Data Definition Language	\$10,877.58 per developer
	Objectivity/DB for Java		\$10,877.58 per developer
	Objectivity/DB for C#/.Net		\$10,877.58 per developer
	Objectivity/DB Smalltalk		\$10,877.58 per developer
	Objectivity/DB for Python		\$10,877.58 per developer
	Objectivity/DB 1 Year Subscription	Purchase for C++, Java, C#.Net, Smalltalk, or Python Bindings Annual subscription license. The annual subscription developer license fee is due upfront and includes maintenance and support services	\$6,425.00 per developer annually
	Objectivity/DB 3 Year Subscription	Purchase for C++, Java, C#.Net, Smalltalk, or Python Bindings Subscription license based upon a 3 year agreement. The annual subscription developer license fee is due at the beginning of every year and includes maintenance and support services	\$5,125.00 per developer annually
*Options	**Objectivity/DB for High Availability Option		\$4,104.79 per developer
	**Objectivity/DB for High Availability for Fault Tolerance Option Only	For the FTO portion of HA only. (Does not include Data Replication Option)	\$2,052.37 per developer
	Objectivity/DB SQL++		\$3,078.09 per developer
	Objectivity/DB SQL++ ODBC Driver	Requires Objectivity/SQL++	\$205.54 per developer (\$7,696.73 per Objectivity/SQL++ license for unlimited seats)
	Objectivity/DB In Process Lock Server		\$3,078.09 per developer

Product Group	Product Name	Comments	Price
*Frameworks	Objectivity Open File System	OOFS is the Objectivity side of an HPSS interface	\$5,130.48 per developer
	Objectivity/DB Active Schema for C++/Java		\$2,565.24 per developer

Table 1. Pricing for Objectivity/DB Developer Licenses

***Options and frameworks prices are in addition to base product pricing. All options and frameworks require a corresponding base product. **In order to license the Objectivity/DB for High Availability Option it is MANDATORY to purchase Objectivity Consulting and Training Services upfront for this option. This applies to both developer and run-time licenses.**

InfiniteGraph Developer Pricing

Product Group	Product Name	Comments	Price
Base Products	InfiniteGraph		\$1,948.00 per developer
	Objectivity/DB 1 Year Subscription	Purchase for C++, Java, C#.Net, Smalltalk, or Python Bindings Annual subscription license. The annual subscription developer license fee is due upfront and includes maintenance and support services	\$1,150.00 per developer annually
	Objectivity/DB 3 Year Subscription	Purchase for C++, Java, C#.Net, Smalltalk, or Python Bindings Subscription license based upon a 3 year agreement. The annual subscription developer license fee is due at the beginning of every year and includes maintenance and support services	\$915.00 per developer annually

Table 2. Pricing for InfiniteGraph Developer Licenses

Run-Time Price Model I: User*/Core per Physical Server- Per Bundled Purchase (Not Cumulative Purchases)													
Users	Cores												
	2	4	6	8	10	12	14	16	18	20	22	24	
1	3,713.85	4,593.45	5,766.25	6,254.91	6,841.31	7,427.71	7,662.27	7,818.64	8,027.14	8,209.57	8,483.22	8,600.50	
5	16,614.61	20,817.13	25,996.98	28,244.84	30,688.16	33,326.95	34,480.19	35,086.15	36,304.54	36,943.07	38,220.11	38,897.73	
10	29,906.30	37,431.74	46,716.37	50,821.16	55,219.14	60,008.06	62,119.08	63,233.25	65,402.91	66,556.17	68,869.17	70,074.56	
20		67,338.04	84,148.11	91,478.09	99,394.46	108,092.70	111,832.59	113,761.21	117,670.50	119,722.92	123,873.29	126,075.57	
30			113,663.48	123,534.51	134,285.14	145,915.37	150,964.87	153,636.27	158,900.79	161,650.38	167,201.58	170,153.15	
40				148,163.22	161,063.98	175,137.53	181,157.84	184,324.43	190,644.46	194,000.00	200,678.38	204,261.96	
50					181,196.98	196,931.99	203,779.77	207,389.42	214,452.21	218,237.78	225,763.18	229,770.28	
75							259,787.28	264,367.76	273,469.90	278,245.84	287,791.04	292,905.79	
100								299,649.37	309,956.87	315,384.38	326,284.80	331,998.99	
150										402,073.55	415,951.55	423,281.61	
200												479,673.55	

Table 3. Run-time Pricing Model I for Objectivity/DB or InfiniteGraph

* A "User" is anything that makes use of, creates, deletes, manipulates, or gains value from objects stored in the Objectivity/DB or InfiniteGraph database, either directly or indirectly. A direct User interacts directly with an Objectivity/DB or InfiniteGraph client. An indirect User interacts through a multi-tier architecture with an Objectivity/DB or InfiniteGraph client, e.g. via CORBA,

an application server, or a web server. A User may be named, and thus identified by the name of a person, or the name of a terminal or GUI operator, or a system operator. A User may also be a physical device that is connected to the system, e.g. a sensor, a detector, a unit of work, or network element.

A Web-based application is one where there are no Named Users because all access is through a Web interface. Pricing for such application is available by special quote.

Run-Time Price Model I (continued)

Run-time pricing for Objectivity Options and Frameworks are calculated as a percentage of Objectivity/DB run-time pricing. Table 4 summarizes run-time pricing for Objectivity Options and Frameworks.

Product Group	Product Name	Product Abbreviation	Price
Options	Objectivity/DB for High Availability Option	Objectivity/HA	40% of Objectivity/DB Runtimes
	Objectivity/DB for High Availability for Fault Tolerance Option Only	Objectivity/HA for FTO	20% of Objectivity/DB Runtimes
	Objectivity/DB SQL++	Objectivity/SQL++	25% of Objectivity/DB Runtimes
	Objectivity/DB In Process Lock Server	Objectivity/IPLS	30% of Objectivity/DB Runtimes
	Objectivity/DB Open File System	Objectivity/OOFS	25% of Objectivity/DB Runtimes
Frameworks	Objectivity/DB Active Schema	Objectivity/AS	15% of Objectivity/DB Runtimes

Table 4. Run-time Pricing Model I for Objectivity Options and Frameworks

*Run-Time Price Model II: Core Based Model for Distributed Applications

Number of Cores	Price per Core
1-24	\$20,523.93
25-48	\$18,471.53
49-74	\$16,419.14
75-100	\$14,366.75
101+	\$12,314.36

Table 5. Run-time Pricing Model II for Objectivity/DB or InfiniteGraph

*Note:

- 1) Per core price is based upon a single, bundled purchase and not on a cumulative basis. (For example, the first order is for 24 cores at \$20,523.93 per core. If the next order is for 6 additional cores, the price per core for this second order will be \$20,523.93 per core.)
- 2) Price is per single licensed application/program.
- 3) License is not transferable to new/different applications and/or programs.

Run-time pricing for Objectivity Options and Frameworks are calculated as a percentage of Objectivity/DB run-time pricing. Table 6 summarizes run-time pricing for Objectivity Options and Frameworks.

Product Group	Product Name	Product Abbreviation	Price
Options	Objectivity/DB for High Availability Option	Objectivity/HA	40% of Objectivity/DB Runtimes
	Objectivity/DB for High Availability for Fault Tolerance Option Only	Objectivity/HA for FTO	20% of Objectivity/DB Runtimes
	Objectivity/DB SQL++	Objectivity/SQL++	25% of Objectivity/DB Runtimes
	Objectivity/DB In Process Lock Server	Objectivity/IPLS	30% of Objectivity/DB Runtimes
	Objectivity/DB Open File System	Objectivity/OOFS	25% of Objectivity/DB Runtimes
Frameworks	Objectivity/DB Active Schema	Objectivity/AS	15% of Objectivity/DB Runtimes

Table 6. Run-time Pricing Model II for Objectivity Options and Frameworks

InfiniteGraph Only Run-Time Model III: Nodes and Edges Based

	InfiniteGraph Perpetual License	InfiniteGraph 1 Year Annual Subscription**	InfiniteGraph 3 Year Subscription***
Up to 10 million Nodes and Edges*	\$9,500	\$5,605	\$4,465
Up to 25 million Nodes and Edges*	\$19,000	\$11,210	\$8,977
Up to 100 million Nodes and Edges*	\$47,500	\$28,025	\$22,420
100 million+_Nodes and Edges*	Request quote	Request quote	Request quote

Table 7. Run-time Pricing Model III for InfiniteGraph Nodes and Edges* Based Pricing

*** Definition of Nodes and Edges: Nodes represent entities such as people, businesses, accounts, or any other item you might want to keep track of. Edges are connections between Nodes. Nodes and Edges are objects within a database.**

****Maintenance and Support Fees are included in the Annual Subscription Fee.**

*****The 3 Year Subscription license is based upon a 3 year agreement. This fee is due at the beginning of every year term and includes Maintenance and Support Fees.**

Each license is restricted for use on a single database for a single application.

Maintenance and Support Services

Technical assistance shall be performed primarily by telephone and electronic mail from Contractor's offices in Sunnyvale, California or, if elected by Contractor in its sole discretion, at the ordering activity's site. Contractor shall provide technical assistance to the Customer Support Contacts for error correction and to advise the ordering activity on the installation, operation, and maintenance of the Products. If the ordering activity is located outside the United States, the services shall be provided by Contractor, a Contractor distributor, or other entity designated by Contractor.

Contractor Support Offerings

Service Level Features	Standard	24x7 ³	Custom Option ²
Assistance via email	X	X	
Assistance via 800 number (6:00am-6:00pm, PST)	X	X	
Web access to support database, tips and tools	X	X	
Troubleshooting for current Version and the immediate prior Version	X	X	
Ongoing custom assistance, Troubleshooting, and Bug Fixes for one specific Release			X
Bug Fixes scheduled to match customer deployment schedule			X
Response time	48hr	1hr	
New Updates, Releases, and Versions when available	X	X	
Technical bulletins	X	X	
Pre-deployment review		X	
24x7 critical service support ³		X	
Annual, Maintenance Fee ⁴	18%	\$48,866.50	Special Quote

² Requires purchase of Standard Support

³ Available only for applications which have been deployed

⁴ Price per year. Prices given in percentages are based on list prices of covered products at the beginning of the maintenance period. Pricing for Custom Option Support is in addition to the pricing of either Standard or 24x7 Support

Professional Services Pricing

Two levels of Consulting Services are available depending on the type of consulting engagement. Consulting rates are listed below. All rates are exclusive of consultant/architect travel and living expenses. Necessary and reasonable travel and living expenses will be billed separately as incurred. Special Pricing is available for long-term engagements.

Applications Consulting: \$240 per hour
Architecture and Special Projects: \$300 per hour

Labor Category: Senior Consultant – Provide custom consulting services in the categories described above. This includes the developing of applications for the customer, helping with the architecting of Objectivity/DB or InfiniteGraph, or special projects as requested by the customer. Qualifications are a bachelor’s degree and a minimum of 7 years experience in the computer software industry.

Professional Services Packages

Standard packages are available for many of the routine tasks involved in deploying an Objectivity database. See the Professional Services datasheets for the definition of services provided. Table 9 summarizes Professional Services pricing.

Number	Description	Price
PSP/1	Installation Assistance	\$5,375.31
PSP/2	Pilot Project	\$53,753.15 - \$156,372.80
PSP/3	Object Modeling for Objectivity/DB	\$15,637.28
PSP/4	Application Design Review	\$7,818.64
PSP/5	Database Design Review	\$7,818.64
PSP/6	System Resilience Review	\$10,261.96
PSP/7	Database System Testing	\$10,261.96
PSP/8	Objectivity/DB Performance Tuning	\$7,818.64
PSP/9	High Availability Deployment	\$10,261.96
PSP/10	SQL++ and ODBC Deployment	\$7,818.64
PSP/12	Conversion Pilot Program	\$53,753.15 - \$156,372.80
PSP/13	Conversion Review	\$7,818.64

Table 9. Professional Services Pricing

Source Code Escrow

For an annual fee Objectivity will provide off-site storage with a neutral third party as escrow agent, the company's software source code for products delivered to Ordering Activity.

Initial Fee: \$10,261.96

Annual Renewal Fee: \$ 926.95

Documentation Pricing

Electronic documentation is provided on the Objectivity/DB software CD. Printed sets of documentation are available at the per-volume prices listed below. Prices do not include shipping. Table 10 summarizes Documentation pricing.

Document	Price
Objectivity/DB, High Availability	\$513.85
Objectivity/C++, DDL	\$513.85
Objectivity/Smalltalk	\$513.85
Objectivity/Java	\$513.85
Objectivity/SQL++, ODBC	\$513.85
Frameworks (each)	\$269.02

Table 10. Documentation Pricing