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

MULTIPLE AWARD SCHEDULE (MAS)
FSC GROUP: INFORMATION TECHNOLOGY

Objectivity, Inc.
1980 Zanker Rd # 30
San Jose, California 95112
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Contract Number: GS-35F-0119R

Period Covered by Contract: November 17, 2004 to November 16, 2024

Price List current through Modification PS-0032, effective July 28, 2021

For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at fss.gsa.gov. Online access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: http://www.GSAAdvantage.gov.
CUSTOMER INFORMATION

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.
   *Special Item No. 511210 Software Licenses*
   *Special Item No. 54151 Software Maintenance Services*
   *Special Item No. 54151S Information Technology Professional Services*
   *Special Item No. OLM Order Level Materials*

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 20*

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

9. Foreign items (list items by country of origin). *None*
10a. Time of delivery. (Contractor inserts number of days.)

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>30 Days</td>
</tr>
<tr>
<td>54151</td>
<td>30 Days</td>
</tr>
<tr>
<td>54151S</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

10b. 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

10c. 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

10d. 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

11. F.O.B. point(s). Destination

12a. Ordering address(es). *Same as company address.*

12b. 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.

13. Payment address. *Same as company address.*

14. Warranty: Standard Commercial Warranty

15. Export packing charges, if applicable. *Not Applicable*

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

17. Terms and conditions of installation (if applicable). *Not Applicable*

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). *Not Applicable*

18b. Terms and conditions for any other services (if applicable). *Not Applicable*

19. List of service and distribution points (if applicable). *Not Applicable*
20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. 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

23. Unique Entity Identifier (UEI) number: 360602221

24. Notification regarding registration in SAM.gov (System of Award Management) database. CAGE Code: 1H4Q6
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. Such indemnification shall be to the extent permitted under and in accordance with 28 U.S.C. 516.
      (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 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 so long as the ordering activity is receiving Maintenance and Support Services, 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.** Certain Products include some components that are individually made available under separate terms and conditions and subject to disclaimers not applicable to the Products, and therefore not set forth herein (“Open Source Licenses”). Customer can find the Open Source Licenses at http://support.objectivity.com/third-party-software. The Open Source Licenses do not apply to Products themselves.

3.3 **Limitation of Liability.** EXCEPT FOR ANY BREACH OF THE SCOPE OF THE LICENSES GRANTED OR LICENSE RESTRICTIONS SET FORTH IN SECTION 7, OR AWARDED DAMAGES OR SETTLEMENTS THAT CONTRACTOR IS REQUIRED TO PAY PURSUANT TO ITS OBLIGATIONS UNDER SECTION 3.1, OR BREACHES OF THE PARTIES’ OBLIGATIONS UNDER SECTION 12, 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 3.1, OR BREACHES OF CONTRACTOR’S OBLIGATIONS UNDER SECTION 12, 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 7, BREACHES OF THE ORDERING ACTIVITY’S OBLIGATIONS UNDER SECTIONS 3.3, 12, AND 13 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. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

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 8:00 am-5:00 pm Pacific Time, M-F, Excluding Contractor Holidays.

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 San Jose, 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

<table>
<thead>
<tr>
<th>Service Level Features</th>
<th>Standard</th>
<th>24x7¹</th>
<th>Custom Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance via email</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistance via 800 number (8:00am-5:00pm, PST, M-F, Excluding Contractor Holidays)</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Web access to support database, tips and tools</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Troubleshooting for current Version and the immediate prior Version</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ongoing custom assistance, Troubleshooting, and Bug Fixes for one specific Release</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bug Fixes scheduled to match customer deployment schedule</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response time</td>
<td>48hr</td>
<td>1hr</td>
<td></td>
</tr>
<tr>
<td>New Updates, Releases, and Versions when available</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical bulletins</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-deployment review</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24x7 critical service support¹</td>
<td>X</td>
<td></td>
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</tr>
</tbody>
</table>

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 ENSURE THAT ONLY THE MOST CURRENT AND AUTHORIZED VERSION OF THE SOFTWARE WILL BE UTILIZED. ANY PREVIOUSLY RELEASED VERSIONS WILL NOT BE UTILIZED TO MAKE MODIFY THE CURRENT SOFTWARE VERSION.

¹ Available only for applications which have been deployed. Requires current coverage under Standard Support.
5.6 **Media.** Delivery of Updates, Releases and Versions shall be provided by electronic download or in machine readable form on compact disk.

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 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 on the following definitions:

   (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 5.8(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 5.9.c 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 the general availability of the Version.

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. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, [vendor] shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

5.10 **Reinstatement.** Reinstatement of lapsed Maintenance and Support Services shall be permitted, provided payment has been paid for all lapsed maintenance.

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.**
6. **PERIODS OF TERM LICENSES AND MAINTENANCE**
   
a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
   
b. 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.
   
c. 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.

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 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©1989-2020
   - Objectivity, Inc.
   - All rights reserved

   - ThingSpan™
   - Copyright©2015-2020
   - Objectivity, Inc.
   - All rights reserved
The notice shall be applied to all copies of the Products, in some form, either human or machine readable.

(e) 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.

(f) Contractor may, at its discretion, include software management tools that insure usage of granted licenses is in accordance with the licensing rights purchased.

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 ThingSpan database, either directly or indirectly. A direct User interacts directly with an Objectivity/DB or ThingSpan client. An indirect User interacts through a multi-tier architecture with an Objectivity/DB or ThingSpan 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 11 b. below.

b. Termination. This contract will terminate as agreed upon in the subsequent Purchase Order. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, [vendor] shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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. Contractor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

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.

14
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Multiple Award 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.

   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**

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) (DEVIAION 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) (DEVIAION 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 54151S 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 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, QA, test machines, etc. In addition, all products have a price associated for use within a runtime environment. Objectivity/DB runtime fees are based on the number of Users and the number of cores on a single machine. ThingSpan runtime fees are based on the number of Nodes.

Objectivity products include the Objectivity database and one language binding (e.g. C++, Java, C#, Python) for one operating system (e.g. Windows, Linux, Mac OS, etc.).

All pricing is per single licensed application/program. Licenses may not be transferred between language bindings, operating systems, or between different contractor applications. Licenses may not be transferred between different organizations.

**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 ThingSpan database, either directly or indirectly. A direct User interacts directly with an Objectivity/DB or ThingSpan client. An indirect User interacts through a multi-tier architecture with an Objectivity/DB or ThingSpan 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.

**Definition of a Node**

Contractor defines one (1) Node to equal up to 12 cores or up to 256GB of memory.

**Licensing in a Virtual Environment**

When calculating the number of cores to license in a virtual environment, the total number of cores on the physical hardware Contractor products will be installed on must be licensed, not just the virtual cores used. For example, if a customer says they are only running Contractor products on 16 virtual cores of a 32 core machine, they need to license all 32 cores.
Maintenance and Support Services

Technical assistance shall be performed primarily by telephone and electronic mail from Contractor's offices in San Jose, 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.

<table>
<thead>
<tr>
<th>Service Level Features</th>
<th>Standard</th>
<th>24x7(^3)</th>
<th>Custom Option(^1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistance via email</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Assistance via 800 number (8:00am-5:00pm, PST, M-F, Excluding Contractor Holidays)</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Web access to support database, tips and tools</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Troubleshooting for current Version and the immediate prior Version</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ongoing custom assistance, Troubleshooting, and Bug Fixes for one specific Release</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bug Fixes scheduled to match customer deployment schedule</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response time</td>
<td>48hr</td>
<td>1hr</td>
<td></td>
</tr>
<tr>
<td>New Updates, Releases, and Versions when available</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Technical bulletins</td>
<td>X</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Pre-deployment review</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24x7 critical service support(^2)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annual, Maintenance Fee(^3)</td>
<td>20%</td>
<td>$48,866</td>
<td>$146,600</td>
</tr>
</tbody>
</table>

Professional Services Pricing

Consulting Services: $240 per hour
Senior Consultant – Provide custom consulting services. This includes the developing of applications for the customer, helping with the architecting of Objectivity/DB or ThingSpan, 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.

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

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\(^1\) Requires purchase of Standard Support
\(^2\) Available only for applications which have been deployed. Pricing for 24x7 Support is in addition to the pricing of either Standard or Custom Support
\(^3\) Price per year. Prices given in percentages are based on list prices of covered products at the beginning of the original maintenance period. Pricing for Custom Option Support is in addition to the pricing of either Standard or 24x7 Support
OBJECTIVITY/DB DEVELOPMENT AND RUNTIME PRICING

- Objectivity/DB is a separately licensed product.
- All prices are for use with a single language binding and single operating system supported by Objectivity. The list of currently supported configurations can be found on: [http://support.objectivity.com/](http://support.objectivity.com/).

### A. Objectivity/DB Single User Development Pricing

<table>
<thead>
<tr>
<th>Product</th>
<th>Perpetual License Fee</th>
<th>1 Year Subscription</th>
<th>2 Year Subscription</th>
<th>3 Year Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>-Price per year</td>
<td>-Price per year</td>
<td>-Price per year</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- Includes Annual</td>
<td>- Includes Annual</td>
<td>- Includes Annual</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance and</td>
<td>Maintenance and</td>
<td>Maintenance and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Support</td>
<td>Support</td>
<td>Support</td>
</tr>
<tr>
<td>Objectivity/DB</td>
<td>$6,425 per developer</td>
<td>$3,177.43 per</td>
<td>$2,853.40 per</td>
<td>$2,539.04 per</td>
</tr>
<tr>
<td>Developer</td>
<td></td>
<td>developer annually</td>
<td>developer annually</td>
<td>developer annually</td>
</tr>
</tbody>
</table>

Table 1. Objectivity/DB Single User Development Pricing

### B. Objectivity/DB Core Based Runtime Pricing

<table>
<thead>
<tr>
<th># of Single Cores</th>
<th>Price per Single Perpetual Core</th>
<th>1 Year Subscription</th>
<th>2 Year Subscription</th>
<th>3 Year Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-24</td>
<td>$8,698</td>
<td>$4,352.64</td>
<td>$3,917.38</td>
<td>$3,482.12</td>
</tr>
<tr>
<td>25-48</td>
<td>$8,136</td>
<td>$4,014.11</td>
<td>$3,627.20</td>
<td>$3,216.12</td>
</tr>
<tr>
<td>49-74</td>
<td>$7,232</td>
<td>$3,578.84</td>
<td>$3,216.12</td>
<td>$2,853.40</td>
</tr>
<tr>
<td>75+</td>
<td>$6,303</td>
<td>$3,119.40</td>
<td>$2,805.04</td>
<td>$2,490.68</td>
</tr>
</tbody>
</table>

Table 2. Objectivity/DB Runtime Pricing for Unlimited Users

- **Per core price is based upon a single, bundled purchase and not on a cumulative basis.** For example, the first order is for 24 perpetual cores at $8,698 per core. If the next order is for 6 additional cores, the price per core for this second order will be $8,698 per core.
**ThingSpan Pricing**

- One (1) Node equals up to 12 cores or up to 256GB of memory.
- All prices are for use with a single language binding and single operating system supported by Objectivity. The list of currently supported configurations can be found on: [http://support.objectivity.com/](http://support.objectivity.com/).

### A. ThingSpan Single User Development Pricing

<table>
<thead>
<tr>
<th>Product</th>
<th>Perpetual License Fee</th>
<th>1 Year Subscription</th>
<th>2 Year Subscription</th>
<th>3 Year Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ThingsSpan Developer</td>
<td>$4,750 per developer</td>
<td>$2,350.43 per developer annually</td>
<td>$2,113.45 per developer annually</td>
<td>$1,900.65 per developer annually</td>
</tr>
</tbody>
</table>

**Table 3.** ThingSpan Single User Development Pricing

### B. ThingSpan Runtime Pricing

<table>
<thead>
<tr>
<th># of Single Nodes</th>
<th>Perpetual License Fee</th>
<th>1 Year Subscription</th>
<th>2 Year Subscription</th>
<th>3 Year Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-25</td>
<td>$43,979</td>
<td>$21,763.22</td>
<td>$19,586.90</td>
<td>$17,410.58</td>
</tr>
<tr>
<td>26-50</td>
<td>$41,829</td>
<td>$20,699.24</td>
<td>$18,629.32</td>
<td>$16,559.40</td>
</tr>
<tr>
<td>51-75</td>
<td>$39,679</td>
<td>$19,635.26</td>
<td>$17,671.74</td>
<td>$15,708.21</td>
</tr>
<tr>
<td>76+</td>
<td>$37,529</td>
<td>$18,571.28</td>
<td>$16,714.16</td>
<td>$14,857.03</td>
</tr>
</tbody>
</table>

**Table 4.** ThingSpan Runtime Pricing for Unlimited Users

- The minimum initial purchase for ThingSpan runtime licenses is 5 Nodes.
- For every 5 ThingSpan runtime Nodes licensed, 1 ThingSpan development seat is included for free.
INFINITEGRAPH PRICING

- InfiniteGraph is a separately licensed product.
- All prices are for use with a single operating system supported by Objectivity. The list of currently supported configurations can be found on: [http://support.objectivity.com/](http://support.objectivity.com/).
- InfiniteGraph may be licensed perpetually or by an annual subscription model.
- All subscription licenses are invoiced for the full amount up front and paid annually (at the beginning of each annual period) if purchasing more than a one-year term.

A. InfiniteGraph Single User Development Pricing

<table>
<thead>
<tr>
<th>Product</th>
<th>Perpetual License Fee</th>
<th>1 Year Subscription</th>
<th>2 Year Subscription</th>
<th>3 Year Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>+20% Prepaid, Annual Maintenance and Support Fees (Maintenance and support fee is 20% of the list price and not to be discounted.)</td>
<td>-Price per year - Includes Annual Maintenance and Support</td>
<td>-Price per year - Includes Annual Maintenance and Support</td>
<td>-Price per year - Includes Annual Maintenance and Support</td>
</tr>
<tr>
<td>InfiniteGraph Developer</td>
<td>$2,418.14 per developer</td>
<td>$1,209.07 per developer annually</td>
<td>$1,088.16 per developer annually</td>
<td>$967.25 per developer annually</td>
</tr>
</tbody>
</table>

Table 1. InfiniteGraph Single User Development Pricing
### InfiniteGraph Core Based Runtime Pricing

<table>
<thead>
<tr>
<th># of Single Cores</th>
<th>Price per Single Perpetual Core +20% Annual Maintenance &amp; Support (Maintenance and support fee is 20% of the list price and not to be discounted.)</th>
<th>1 Year Subscription -Price per year per core - Includes Annual Maintenance and Support</th>
<th>2 Year Subscription -Price per year per core - Includes Annual Maintenance and Support</th>
<th>3 Year Subscription -Price per year per core - Includes Annual Maintenance and Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-24</td>
<td>$7,738.04</td>
<td>$3,869.02</td>
<td>$3,650</td>
<td>$3,530.48</td>
</tr>
<tr>
<td>25-48</td>
<td>$7,254.41</td>
<td>$3,627.20</td>
<td>$3,375</td>
<td>$2,896.93</td>
</tr>
<tr>
<td>49-74</td>
<td>$6,480.60</td>
<td>$3,240.30</td>
<td>$2,995</td>
<td>$2,563.22</td>
</tr>
<tr>
<td>75+</td>
<td>$5,610.08</td>
<td>$2,805.04</td>
<td>$2,600</td>
<td>$2,224.69</td>
</tr>
</tbody>
</table>

Table 2. InfiniteGraph Runtime Pricing for Unlimited Users

- Per core price is based upon a single, bundled purchase and not on a cumulative basis. **For example, the first order is for 24 perpetual cores at $7,738.04 per core. If the next order is for 6 additional cores, the price per core for this second order will be $7,738.04 per core.**
- Custom pricing is available for other licensing requirements and must be approved by Objectivity management.