AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 511210 Term Software Licenses
Special Item No. 511210 Perpetual Software Licenses
Special Item No. 611420 Training Courses
Special Item No. 54151S Information Technology Professional Services
Special Item No. 54151ECOM Electronic Commerce and Subscription Services

Note: 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.

Data Mountain Solutions, Inc. allows for Credit Card purchases through a secure web portal or via phone.

SPECIAL ITEM NUMBER 511210 - TERM SOFTWARE LICENSES

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service – which is categorized under a difference SIN (132-34).

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

  Operating System Software
  Application Software
  Electronic Commerce (EC) Software
  Utility Software
  Communications Software
  Core Financial Management Software
  Ancillary Financial Systems Software
  Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

  Operating System Software
  Application Software
  Electronic Commerce (EC) Software
  Utility Software
  Communications Software
  Core Financial Management Software
  Ancillary Financial Systems Software
  Special Physical, Visual, Speech, and Hearing Aid Software
NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers
- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.
SPECIAL ITEM NUMBER 611420 - TRAINING COURSES (FPDS Code U012)

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

FPDS Code D301  IT Facility Operation and Maintenance
FPDS Code D302  IT Systems Development Services
FPDS Code D306  IT Systems Analysis Services
FPDS Code D307  Automated Information Systems Design and Integration Services
FPDS Code D308  Programming Services
FPDS Code D310  IT Backup and Security Services
FPDS Code D311  IT Data Conversion Services
FPDS Code D313  Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316  IT Network Management Services
FPDS Code D317  Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399  Other Information Technology Services, Not Elsewhere Classified

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.

SPECIAL ITEM NUMBER 54151ECOM - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

FPDS Code D304  Value Added Network Services (VANs)
FPDS Code D304  E-Mail Services
FPDS Code D304  Internet Access Services
FPDS Code D304  Navigation Services
FPDS Code D399  Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services
Data Mountain Solutions, Inc.
1486 Grandview Court
Arnold, MD 21012

Locations:
1486 Grandview Court, Arnold, MD 21401
5809 Midhill Street, Bethesda, MD 20817

(888) 670-7710 or (301) 529-2039
http://www.datamtn.com

Contract Number: GS-35F-0137W

Period Covered by Contract: December 7, 2019 – December 6, 2024

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #A808, dated November 1, 2019.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns. This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

**NAME**  Frederick S. Hill, Jr.

**ADDRESS**  1486 Grandview Court, Arnold, MD  21012-2445

**TELEPHONE NUMBER**  (301) 529-2039  Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Data Mountain
Solution, Inc. and the ordering agency will agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: (888) 670-7710 or (301) 529-2039

When Authorized Dealers are allowed by Data Mountain Solution, Inc. to bill ordering activities and accept payment, the order and/or payment must be in the name of Data Mountain Solution, Inc., in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

Data Mountain Solution, Inc. shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by Data Mountain Solution, Inc., unless such injury or damage is due to the fault or negligence of Data Mountain Solution, Inc...

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 126786693
Block 30: Type of Contractor - B. Other Small Business
   A. Small Disadvantaged Business
   B. Other Small Business
   C. Large Business
   G. Other Nonprofit Organization
   L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 753007995

4a. CAGE Code: 3RBB6

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: Data Mountain Solution, Inc. shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<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>511210</td>
<td>30 Days</td>
</tr>
</tbody>
</table>
b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact Data Mountain Solution, Inc. for the purpose of obtaining accelerated delivery. Data Mountain Solution, Inc. shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by Data Mountain Solution, Inc. in writing.) If Data Mountain Solution, Inc. offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. **SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

   ii. **SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

   iii. For **SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES:** the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
   
   a. Prompt Payment: None
   
   b. Quantity: Blanket Purchase Agreements (BPA)
   
   c. Dollar Volume: Blanket Purchase Agreements (BPA)
   
   d. Government Educational Institutions are offered the same discounts as all other Government customers.
   
   e. Other: Blanket Purchase Agreements (BPA)

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**
10. **Small Requirements:** The minimum dollar value of orders to be issued is $100.00

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
   
a. The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
   
   - Special Item Number 511210 - Term Software Licenses
   - Special Item Number 511210 - Perpetual Software Licenses
   - Special Item Number 54151S - Information Technology Professional Services
   - Special Item Number 54151ECOM – Electronic Commerce (EC) Services

   b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:

   - Special Item Number 611420 - Training Courses

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

   Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information
concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: Data Mountain Solution, Inc. may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: Data Mountain Solution, Inc. may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, Data Mountain Solution, Inc. may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, Data Mountain Solution, Inc. may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: Data Mountain Solution, Inc. may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, Data Mountain Solution, Inc.’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: Data Mountain Solution, Inc. may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of Data Mountain Solution, Inc. having worked overtime. For services applicable to the Service Contract Act (as identified in the
Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4).

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by Data Mountain Solution, Inc..

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NONE

Upon request of Data Mountain Solution, Inc., the ordering activity may provide Data Mountain Solution, Inc. with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to Data Mountain Solution, Inc.'s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination
will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. **SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___X____

No _______

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): http://www.datamtn.com

The EIT standard can be found at: www.Section508.gov/

Data Mountain Solutions, Inc. utilizes JAWS software and will customize its use depending on the needs of the customer/end-user.

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom Data Mountain Solution, Inc. has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) Data Mountain Solution, Inc. shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, Data Mountain Solution, Inc. shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government’s interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or Data Mountain Solution, Inc. gives written notice to the Contracting Officer, whichever period is longer.

(c) Data Mountain Solution, Inc. shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. Data Mountain Solution, Inc. shall maintain a copy of all subcontractors’ proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. **SOFTWARE INTEROPERABILITY.**
Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.
To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Frederick S. Hill, Jr., (301) 529-2039, fred.hill@datamtn.com, Fax: (410) 571-5931.

BLANKET PURCHASE AGREEMENTS (BPAs)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.
This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Data Mountain Solution, Inc.</th>
<th>Date</th>
</tr>
</thead>
</table>
Pursuant to GSA Federal Supply Schedule Contract Number(s)____________, Blanket Purchase Agreements, Data Mountain Solution, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>_________________________</td>
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<tr>
<td>____________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

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

(4) This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________</td>
<td>_________________________</td>
</tr>
<tr>
<td>____________</td>
<td>_________________________</td>
</tr>
</tbody>
</table>

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

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

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

(h) Date of Shipment.

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

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

*******************************************************************************
CONTACTOR TEAM ARRANGEMENTS

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, Data Mountain Solution, Inc.’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

b. Data Mountain Solution, Inc. warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, Data Mountain Solution, Inc. will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items:

   ▪ Time of delivery/installation quotations for individual orders.
   ▪ Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
   ▪ Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications by the manufacturer(s) and furnished by Data Mountain Solution, Inc.
   ▪ The above is not intended to encompass items not currently covered by the GSA Schedule contract.

3. TECHNICAL SERVICES

Data Mountain Solution, Inc., without additional charge to the ordering activity, shall provide a hot line technical support number (888) 670-7710 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 AM to 8:00 PM EST.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

   SIN 511210 Software Maintenance as a Product
   SIN 511210 Software Maintenance as a Product
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and Fads (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

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

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

5. PERIODS OF TERM LICENSES (SIN)

a. Data Mountain Solution, Inc. shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar day’s written notice to Data Mountain Solution, Inc..

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

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify Data Mountain Solution, Inc. in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

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

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 15% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of 30 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. Data Mountain Solution, Inc. agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number, if the licensee elects to order such services. Title to the software shall remain with Data Mountain Solution, Inc.

8. UTILIZATION LIMITATIONS - (SIN 511210)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

   (1) Title to and ownership of the software and documentation shall remain with Data Mountain Solution, Inc., unless otherwise specified.

   (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect Data Mountain Solution, Inc.'s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

   (3) Except as is provided in paragraph 7.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of Data Mountain Solution, Inc.. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

   (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity
site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and
documentation with a backup computer when the primary computer is inoperative; to copy computer programs for
safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of
benchmarking new hardware and/or software; and to modify the software and documentation or combine it with
other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights
legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only
governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions
included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (SIN 511210)

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

Data Mountain Solution, Inc. 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.

11. RIGHT-TO-COPY PRICING

Data Mountain Solution, Inc. shall insert the discounted pricing for right-to-copy licenses.
AMENDMENT
TO END USER SOFTWARE LICENSE AGREEMENT
APPLICABLE TO U.S. GOVERNMENT USERS
UNDER GSA SCHEDULE CONTRACT No. GS-35F-0137W

This Amendment constitutes an addendum to the above-referenced contract ("GSA Contract") between the U.S. General Services Administration ("GSA") and Data Mountain Solutions, Inc. ("OW", collectively, the "Parties").

GSA, as a U.S. Government entity, is required when entering into agreements with other Parties to follow applicable federal laws and regulations, including without limitation those related to competition, dispute resolution, and limitations on indemnification and other fiscal law constraints.

Accordingly, the Parties hereby agree to incorporate the following attached documents (collectively, "DMS Agreements") into the GSA Contract and to amend them as set forth herein. Except where expressly amended by this Addendum, the terms and conditions of the DMS Agreements shall remain in force as written.

DMS Agreements:
- General Terms and Conditions of Service
- Service Level Agreement

A. Government entity and contracting process: "You," "your," or grammatical variants thereof, regardless of capitalization, shall mean the agency or other entity authorized to place orders under the GSA Contract, as set forth in the then-current GSA order on the sources of supply. Such entities, referred to in the GSA Contract as "ordering activities," do not sign the DMS Agreements but become bound by their terms, as amended hereby, through the issuance of a task or delivery order ("Order") under the GSA Contract into which the DMS Agreements are incorporated. The Parties agree that the execution by the GSA contracting officer of this Addendum as part of the GSA Contract, and the issuance by the ordering activity of an Order, satisfies and replaces any provision in the MS Agreements pertaining to user acceptance by clicking, downloading, installing or using any product, service, or site. The effective date of the DMS Agreement is (a) as to GSA, the date this Amendment is signed by the GSA contracting officer; or (b) as to each ordering activity, the date of the Order.

B. Services: WS shall provide to Customer such products or services as are specified in the applicable Order, for the duration of such Order. Unless generally withdrawn from the commercial market, services may not be suspended or terminated unilaterally. Any problem, dispute, or other circumstance described in the unmodified DMS Agreements as giving rise to suspension or termination shall instead be referred to the Customer’s contracting officer for resolution.

C. Termination: DMS acknowledges that Customer uses DMS Products and Services in furtherance of the public good. Accordingly, except as specified in the next sentence, the GSA Contract and the DMS
Agreements may be terminated prior to the natural expiration of their awarded term only by Customer in accordance with applicable federal regulations and the terms of the GSA Contract. Without limiting the generality of the foregoing, the occurrence of a force majeure circumstance as defined in the DMS Agreements may give rise to an equitable adjustment or a release of DMS from liability but shall not be grounds for termination except when initiated by the Customer’s contracting officer.

D. Dispute resolution and governing law: Any arbitration, mediation or similar dispute resolution provision in the DMS Agreements is hereby deleted. The DMS Agreements and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law, the laws of the State of [West Virginia] (excluding its choice of law rules) will apply in the absence of applicable federal law. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

E. Compliance with laws: The Parties acknowledge that the United States, as a sovereign, is subject to the laws of the United States. The definition of “Laws” in the DMS Agreements is hereby amended to mean the laws of the United States. Nothing in the DMS Agreements, the GSA Contract, or any Order shall be interpreted to imply consent by any Customer to submit to the adjudicative or enforcement power of any regulatory, administrative, or judicial authority of, or the application of the laws of, another jurisdiction.

F. Indemnification: Any provisions in the DMS Agreements requiring any agency or instrumentality of the Federal Government to indemnify any party are hereby deleted and shall not apply. Any provisions requiring DMS to indemnify Customer shall be revised to state that such indemnification, and the conduct and/or settlement of any applicable proceedings, shall be subject to 28 USC 516.

G. Changes to standard DMS Agreements: The DMS Agreements shall apply in the versions attached hereto. Subsequent updates to or changes in the DMS’ standard commercial templates for such agreements shall not apply to Customer’s use of DMS Products or Services and shall not be incorporated into the GSA Contract, except by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract.

H. Third party terms: The applicability of any third party terms and conditions accompanying any third party software contained in or provided with the DMS Products or Services shall be determined between Customer and such third party licensor. Any provisions in the DMS Agreements regarding the applicability of such third party terms and conditions are hereby deleted.

I. Fees, late charges and taxes: The definition of “Fee Schedule” in the DMS Agreements is hereby amended to mean the final awarded GSA Contract price list or the fee or price schedule included in the Order, as applicable. For the avoidance of doubt, the only amounts properly payable by Customer in connection with the GSA Contract or DMS Agreements (“Fees”) shall be the price of DMS products or services ordered under an Order, at the rates specified in the Fee Schedule. Properly payable amounts shall be paid in accordance with the procedures set forth in the GSA Contract or the applicable Order. Fees may
not be changed except by prior express written agreement of both Parties executed in the form of a modification to the GSA Contract. Any extension or renewal of the term of the GSA Contract (including option exercise, if any), the DMS Agreements, the Order, or the associated Fees shall also require a prior express written agreement of both Parties. Late payments shall be governed by the Prompt Payment Act and the regulations at 5 CFR 1315; any late payment provisions in the DMS Agreements are hereby deleted. No cost of collection on delinquent invoices may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute. Taxes shall be governed by the terms of the GSA Schedule contract. Because different Customers may subject to different legal regimes as regards the applicability of taxes, any charge in the nature of a tax (however designated) shall first be submitted to the Customer's contracting officer for a determination of applicability.

J. Assignment: DMS may not assign the DMS Agreements or its rights or obligations thereunder, in whole or in part, except in accordance with the procedures set forth in FAR subpart 42.12.

K. No waiver of liability or right to sue: Any provision requiring Customer to agree to waive or otherwise not to pursue any claim against DMS it may otherwise have is hereby deleted. Without limiting the generality of the foregoing, the Parties agree that nothing in the DMS Agreements, including but not limited to their limitation of liability clauses, in any way grants DMS a waiver from, release of, or limitation of liability pertaining to, any past, current or future violation of federal law and that no clause restricting users' statements shall be read to restrict GSA's or Customer's ability to pursue any course of action permitted by federal law, regulation, or policy, including without limitation making public statements in connection with any suspension or debarment action.

L. Audit: Any clauses in the DMS Agreements allowing for an audit of GSA or Customer records or information systems, or verification of its compliance with the DMS Agreements generally, shall be subject to applicable GSA or Customer requirements pertaining to security matters, including without limitation clearances to be held and non-disclosure agreements to be executed by auditors, badging or escorting requirements for access to premises, and other applicable requirements. Any over-use identified in an audit shall be referred to the Customer's contracting officer for action in accordance with the procedures set forth in the GSA Contract. No audit costs may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

M. Entire Agreement and order of precedence: Any "entire agreement" clauses in the DMS Agreements are hereby amended to specify that the GSA Contract (including any contract modifications or GSA orders issued thereunder) and the DMS Agreements together constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict between or among these constituent documents, the following order of precedence shall apply: (a) this Amendment; (b) the Order; (c) the GSA Contract; (d) the DMS Agreements.

N. Notices: Notices to GSA regarding any matter pertaining to the GSA Contract shall be sent to the contracting officer at the address specified in the GSA Contract or by email at the address specified below. Notices to Customer regarding any matter pertaining to an Order, or the use by Customer of DMS Products or Services, shall be sent to the address specified in the Order. Notices to DMS shall be sent to:
Data Mountain Solutions, Inc.
C/O Fred Hill
1486 Grandview Court
Arnold, MD 21012
fred.hill@datamtn.com
Fax: (410) 571-5931

Data Mountain Solutions, Inc.

Name: Frederick S. Hill, Jr.
Title: President
Date: 4/25/12

GSA

Name: Phyllis D. Rose
Title: Contracting Officer
Date: 4/26/2013
Email: phyllis.rose@gsa.gov
Introduction to Data Mountain Solutions
Data Mountain Solutions, Inc. ("DMS") was founded in 2002 to specialize in Mission Critical government and commercial systems as a service to our clients. DMS is a leading provider of IT infrastructure and security application platforms currently available in the global market.

DMS specializes in software development and systems integration, providing a full range of both for the private and public sectors. DMS currently develops, operates and maintains Certified and Accredited systems for government agencies of federal, state, and local entities.

We provide a comprehensive suite of managed solutions utilizing our unique and robust Operating System SecureMepis™. We offer network and security services in high-availability secure hosting centers and we are experts in DNSSEC adoption.

DMS offers comprehensive training on our products for those agencies who wish to manage their own infrastructure.

DMS' virtualization, IPv6, and IPsec functionality reduces hardware and operational costs, makes servers and systems ready for future requirements and provides a more secure working environment.

DMS's CDAssembler™ provides a method for the customer to publish an existing website, application, or dataset for secure offline searching and viewing to CD, DVD or any portable media.

CDAssembler™
The CDAssembler™ lets you quickly publish an existing website, application, or dataset for secure offline workflow, searching and viewing to CD, DVD or any portable media.

The easy to use templates allow you to point to your data, include and exclude what you want and walk away while it does the work.

The CDAssembler™ application is designed to publish data from a wide variety of sources onto portable media in a self-contained, dynamic web environment.

Any combination of data from file systems, scanned images, document repositories, databases, and static web sites are intended sources of data input for publishing.

Any custom application component may be produced for distribution for secure offline processing (e.g. DNSSEC key generation, data signing using open source libraries, etc.)

For example The DMS Offline Signing Application™ is an application developed on the CDAssembler™ toolset and is a stand-alone, secure DNS zone signing application to manage 100s of DNSSEC signed zones under any Top Level Domain (TLD).
The CDAssembler™ Process

The CDAssembler™ captures an automated process for each publishing project in a reusable form to perform periodic, automated publishing of unprocessed data to a self-contained master CD or DVD application image.

CDAssembler™ will allow you to publish periodically at your choosing, a subset or the latest version of your agency’s document management repository to CD or DVD, update a home and search page, and create a stand-alone web application of the content.

CDAssembler™ allows you to define the items to remove, add, compress, change, full-text index, and publish to the CD or DVD staging directory complete with a launcher and web application server for execution.

This one touch process can run overnight on a moderately sized system and process 20GB of documents and images.

Operating the CDAssembler™

Every CDAssembler™ project produces an image that contains an Open Source .Net runtime, web server, and launch executable that controls the application from the Windows System Tray, and the processed content. The launch executable will open the PC default browser and display a splash page for a few seconds before switching to the home page selected for the project.

The CDAssembler’s compression method allows you to fit more than four times as much data on a CD than on standard portable media.

- Indexing search and viewing allows you to quickly find what you need. Ranking search results with relevant description on search results (first paragraph of each document).
- Browser based and familiar user interface with auto detection of your default browser.
- Self-contained application on CD/DVD. No client software required, nothing to install on users machine. With auto run, the application will launch and load upon insertion of the CD/DVD.
**Data Mountain Solutions GSA Schedule 70 IT Price List**

Data Mountain Solutions, Inc. 1486 Grandview Court, Arnold, MD 21012  
(888) 670-7710  
Fax: (410) 571-5931  
extmail: sales@datamtn.com  
web: http://www.datamtn.com

<table>
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<tr>
<th>Product Number</th>
<th>Name &amp; Description</th>
<th>GSA License Price Per Server w/IFF</th>
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</tbody>
</table>

**Price Notes:** Runtimes are the replicated images created by CDAsembler that are distributed to end-users.
The DMS Offline Signing Application™

The DMS Offline Signing Application™ is an application developed on the CDAssembler™ toolset and is a stand-alone, secure DNS zone signing application to manage 100s of DNSSEC signed zones under any Top Level Domain (TLD).

The DMS Offline Signing Application™ allows you to enter the DNS zones and zone files to manage offline on a SecureMepis or Windows operating system and automates the following DNSSEC activities on individual domains:

- Key Signing Key (KSK) and Zone Signing Key (ZSK) generation and version control
- Zone File Version Control
- Zone Signature Version Control
- Key Lifetime Management
- Key Rollover Management
- Parent Zone Public DS Resource Record Automation
- Optional Integration with the DMS Hosted DNSSEC Services

The DMS Offline Signing Application™ operates with standard internet browser software, including Mozilla™, Firefox™, and Internet Explorer™ and generates and saves an XML repository on the host computer for easy backup and migration of keys and data.

SecureMepis™ Operating System

The SecureMepis™ was developed by DMS on license from Mepis™, LLC to add IPSec, DNSSEC, IPv6, hardware virtualization, security hardening, and user friendly administration to the highly acclaimed Mepis™ Linux operating system.

The SecureMepis™ product is a hardened kernel based on the work from the Debian™ Stable Foundation that deploys, interconnects, and manages islands of private and public and virtual server networks using any co-location points of presence on the internet with any combination of native IPv6, IPv4, and IPSec communications among the virtual machines. One-click deployment of server
configurations will expand network services in distributed, operational environments from a unique administration system.

The SecureMepis™ platform provides the following capabilities necessary for high volume, high availability operations:

- Hardware Virtualization-ready operating system
- SecureMepis™ Integrated Patch Management for secure operational environments
- SecureMepis™ Recovery to clone or restore services in a distributed operations environment quickly
# Data Mountain Solutions GSA Schedule 70 IT Price List

Data Mountain Solutions, Inc. 1486 Grandview Court, Arnold, MD 21012  
(888) 670-7710  
Fax: (410) 571-5931  
email: sales@datamtn.com  
web: http://www.datamtn.com

<table>
<thead>
<tr>
<th>Product Number</th>
<th>Name &amp; Description</th>
<th>GSA License Price Per Server w/IFF</th>
<th>GSA Annual Price Update &amp; Support w/IFF</th>
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</thead>
<tbody>
<tr>
<td>DMSS-DNS-OSAS1</td>
<td>DMS Offline Zone Signing Desktop Application with 1 yr/12x5 support – includes updates</td>
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</table>

Price Notes:  
**STD /SMA** is 12X5 Standard Software Maintenance Support  
**PRE/SMA** is 24X7 Premium Software Maintenance Support
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 611420)

1. SCOPE
   a. Data Mountain Solution, Inc. shall provide training courses normally available to commercial customers, adding which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
   b. Data Mountain Solution, Inc. shall provide training at Data Mountain Solution, Inc.'s facility and/or at the ordering activity's location, as agreed to by Data Mountain Solution, Inc. and the ordering activity.

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

3. TIME OF DELIVERY
   Data Mountain Solution, Inc. shall conduct training on the date (time, day, month, and year) agreed to by Data Mountain Solution, Inc. and the ordering activity.

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

5. FOLLOW-UP SUPPORT
Data Mountain Solution, Inc. agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact Data Mountain Solution, Inc.’s instructors for refresher assistance and answers to related course curriculum questions.

6. **PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. **INVOICES AND PAYMENT**

Invoices for training shall be submitted by Data Mountain Solution, Inc. after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. **FORMAT AND CONTENT OF TRAINING**

a. Data Mountain Solution, Inc. shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. Data Mountain Solution, Inc. shall provide each student with a Certificate of Training at the completion of each training course.

d. Data Mountain Solution, Inc. shall provide the following information for each training course offered:

   (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

   (2) The length of the course;

   (3) Mandatory and desirable prerequisites for student enrollment;

   (4) The minimum and maximum number of students per class;

   (5) The locations where the course is offered;

   (6) Class schedules; and

   (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.
9. “NO CHARGE” TRAINING

Data Mountain Solution, Inc. shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

### DATA MOUNTAIN SOLUTIONS, INC. TRAINING DESCRIPTIONS FOR SIN 611420

**DNSSEC Training**

DMS offers DNSSEC training for administrators and management, offsite, online and onsite. Learn the importance of DNSSEC to IT Security and how it impacts email, web browsing, file transfers and communications in your enterprise.

#### DNSSEC Procedures for DNS Administrators – 1 Day Offsite/Onsite

- Hands on training of DNS Security (DNSSEC) procedures using the DMS Offline Zone Signing Application to define, sign, test, and host multiple domains on multiple servers.

- Develop and execute operational procedures necessary to publish, sign, manage and maintain chains of trust for domains of an organization.

- Exercise industry best practices to safeguard internet traffic for the enterprise by incorporating DNSSEC validation into web, VOIP, and email communications.

- Develop operational processes to handle domain record management, version control, key rollover and validation errors.

- Students will understand the required skills to implement and operate DNSSEC for the organization’s network (Students must bring wireless enabled laptop with CD Drive and DHCP Networking).

- Learn the impacts to daily DNS and network administration and develop a plan to augment daily activities to successfully employ DNSSEC in your enterprise.

#### DNSSEC Procedures for Management – 1 Day Offsite/Onsite

- Visual presentation of the impacts of DNSSEC to an organization’s communications and the elements that would need to be included in a Plan of Action & Milestones (POAM).

- Understand Domain Name Server validation overhead to email, web, and voice communications for a large enterprise.
Assess the infrastructure “as-is” and identify the Modifications required for the “to-be” DNSSEC architecture.

Develop a schedule and timeline to phase in DNSSEC into an organization’s infrastructure with minimal risk to communications.

Data Mountain GSA Schedule 70 IT Price List

Data Mountain Solutions, Inc.,
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<table>
<thead>
<tr>
<th>Product Number</th>
<th>Course Description</th>
<th>GSA Fixed Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMS-CONS-M4</td>
<td>DMS DNSSEC Offsite/Onsite Training for Executives and Management 1 Student</td>
<td>$817.08</td>
</tr>
<tr>
<td>DMS-CONS-M5</td>
<td>DMS DNSSEC Offsite/Onsite Training for Executives and Management 2 Students</td>
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<td>DMS-CONS-M7</td>
<td>DMS DNSSEC Offsite/Onsite Executive and Management 12 Students</td>
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<td>DMS-CONS-M8</td>
<td>DMS DNSSEC Offsite/Onsite Training for DNS Administrators 1 Student</td>
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<td>DMS-CONS-M9</td>
<td>DMS DNSSEC Offsite/Onsite Training for DNS Administrators 2 Students</td>
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<tr>
<td>DMS-CONS-M10</td>
<td>DMS DNSSEC Offsite/Onsite Training for DNS Administrators 4 Student</td>
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<td>DMS-CONS-M11</td>
<td>DMS DNSSEC Offsite/Onsite Training for DNS Administrators 12 Students</td>
<td>$9,422.14</td>
</tr>
<tr>
<td>DMS-CONS-M12</td>
<td>SecureMepis™ Administration Training</td>
<td>$817.08</td>
</tr>
<tr>
<td>DMS-CONS-M13</td>
<td>CDAssembler ™ Administration Training</td>
<td>$817.08</td>
</tr>
</tbody>
</table>
1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
   b. Data Mountain Solution, Inc. shall provide services at Data Mountain Solution, Inc.’s facility and/or at the ordering activity location, as agreed to by Data Mountain Solution, Inc. and the ordering activity.

2. PERFORMANCE INCENTIVES  I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc.. 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. Data Mountain Solution, Inc. shall commence performance of services on the date agreed to by Data Mountain Solution, Inc. and the ordering activity.
   b. Data Mountain Solution, Inc. agrees to render services only during normal working hours, unless otherwise agreed to by Data Mountain Solution, Inc. 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/IAM 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 Data Mountain Solution, Inc., require Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc., 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, Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc., 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, Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc.’s cost properly allocable to, the performance of any part of this contract; and

   (2) Data Mountain Solution, Inc. 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 DATA MOUNTAIN SOLUTION, INC.

Data Mountain Solution, Inc. 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 (Deviation – 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/IAM Professional Services.
9. INDEPENDENT CONTRACTOR

All IT/IAM Professional Services performed by Data Mountain Solution, Inc. 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 Data Mountain Solution, Inc., its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving Data Mountain Solution, Inc., any entity into or with which Data Mountain Solution, Inc. subsequently merges or affiliates, or any other successor or assignee of Data Mountain Solution, Inc.

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 Data Mountain Solution, Inc. and its affiliates, may either (i) result in an unfair competitive advantage to Data Mountain Solution, Inc. or its affiliates or (ii) impair Data Mountain Solution, Inc.’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 Data Mountain Solution, Inc.’s, 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

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay Data Mountain solutions, Inc., 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 Data Mountain Solution, Inc. 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/IAM PROFESSIONAL SERVICES AND PRICING
a. Data Mountain Solution, Inc. shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 54151S IT/IAM Professional Services should be presented in the same manner as Data Mountain Solutions, Inc. sells to its commercial and other ordering activity customers. If Data Mountain solutions, Inc. 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/IAM Professional Services shall be in accordance with Data Mountain Solutions, Inc.’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

**EXAMPLE:** Commercial Job Title: System Engineer

- **Minimum/General Experience:** Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.
- **Functional Responsibility:** Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.
- **Minimum Education:** Bachelor’s Degree in Computer Science
Hosted and Virtual Servers with SecureMepis™ Operating System

DMS is committed to bringing SecureMepis™ to your enterprise. SecureMepis™ allows server deployment at a fraction of the cost, with the benefit of high performance, reliability and security over proprietary platforms. DMS is enabling customers to deploy their next-generation solutions on low-cost SecureMepis™ servers along with world-class support for the SecureMepis™ operating system.

MEPIS™ Linux® is known worldwide for its stability and ease of use. The core of MEPIS™ is tested thoroughly by desktop Linux® user community through the SimplyMEPIS™ Community Edition. The recent 8.0 release of MEPIS™ Linux® utilizes a Debian™ Stable foundation. MEPIS™ has a reputation for configuring very stable, reliable, and compatible kernels. The 2.6.27 kernel chosen for MEPIS™ 8.0 has Long Term Support provided by the Linux® Kernel Development Team led by Linux® inventor Linus Torvalds.

The MEPIS™ configuration of the kernel emphasizes efficient out-of-the-box support for the Kernel-based Virtual Machine (KVM) hypervisor as a both a host and a guest. It is also configured to operate as a DomU guest with the Xen hypervisor.

SecureMepis™ solutions support IPv6 out-of-the-box. It is easy to deploy a solution either as standalone or virtualized in coordinated development, test, production, and standby environments.

SecureMepis™ readily supports virtualized solutions as a host platform, of most operating systems including SecureMepis™. DMS offers hosted DNS with DNSSEC support for .gov in a KVM virtualized environment running SecureMepis™. Each user of the service can have their own private development, test and production virtualized environments.

Integrated Patch Management

SecureMepis™ patches are tested separately and confirmed stable and safe prior to distribution by DMS Technical Support. Known security patches and US-CERT security bulletins are integrated into a daily briefing to simplify the management of server farms.

SecureMepis™ Recovery

SecureMepis™ users may save and copy OS and Application configurations to new hardware or virtual servers using a one click operation from the online dashboard.

Remote Administration
SecureMepis™ incorporates a remote interface to manage servers in a cloud based infrastructure. Application logs, intrusion detection, database and application services are all managed using remote, GUI interfaces.

**Technical Assistance and Operations**

DMS provides technical support and assistance for SecureMepis™ users and will optionally host, operate and maintain customer applications in a virtual server environment.

**Domain Name Extension (DNSSEC) Hosting Centers**

Your applications are your business and availability of applications is essential to keeping your agency running efficiently. You demand superior customer service and insist on leveraging your technology to improve your bottom line.

At DMS, we understand your expectations which is why we house customer servers in our world-class, climate controlled hosting facility.

With N+N Uninterruptible Power Systems (UPS) with dual diesel generator backup, multiple advanced fire suppression systems, diverse network connectivity to national service providers, and redundant HVAC, our High Availability Hosting Centers are designed to meet the needs of mission-critical, high availability applications.

DMS knows security is a priority: DMS hosting facilities are very secure and located in geographically protected regions.

The DMS hosting is secure with intensive manned, electronic, and video security measures.

Customers also benefit from our exceptional services in Application Integration and Management, Project and Process Management, Information Security and Assurance, Disaster Recovery, and Risk Management.

*DMS offers flexibility with the option of Full or Self-Service*

**Data Mountain Solutions' DNSSEC Full Service:** DMS’ DNS specialists will handle zone management, key generation, signatures and rollover on high availability DNS servers.

DNS Administrators may use a web interface, email or telephone to request DNS changes 24/7 for immediate signing and publishing to DNS servers.

**Data Mountain Solutions' DNSSEC Self Service:** DMS will provide access to production, redundant authoritative DNS servers configured for high availability DNS service.

The DNS Administrator may use this Offline Zone Signing application or another solution to maintain the DNS zone and upload the “.signed” files when rollover or changes are necessary.

Email alerts will remind you of rollover dates and tasks.

**Data Center Environments Include:**

State-of-the-art fire suppression systems. Multiple points of entry, control systems, and backup.

Diverse power routes and redundant switching.

Infrastructure for ensuring optimized connections – both in terms of speed and performance.

Multiple levels of physical and logical security measures for a secure environment.
DATA MOUNTAIN SOLUTIONS, INC. IT PROFESSIONAL LABOR DESCRIPTIONS AND PRICING FOR SIN 54151S

Developer I
Minimum/General Experience: 1-2 years.
An entry level position, s/he will have a background in multiple areas of information technology, basic design and programming skills in JAVA, C and C++. Capable of implementing the proper use of frameworks, design patterns, and implementation as directed with significant supervision. Prime objective is to support maintenance activities of well established, documented and functioning systems. Possess good writing and oral communication skills and ability to interact with the customer/client.

Functional Responsibility: Maintenance of modules and development of small subsystems.
    Provides program and system development and code integration services by applying existing programming techniques;
    Provides installation configuration support and quality assurance services; creates, modifies, and maintains computer software programs;

Minimum Education/Certification: BS/BBA in Information Technology or related field or equivalent experience.

Developer III
Minimum/General Experience: 5 years.
Five or more years of experience in multiple areas of information technology, in-depth knowledge of the technology landscape, strong design and programming skills in JAVA, C and C++, excellent background in architecture, design and development of J2EE and/or .Net based systems. Experience in analysis and design must include the use of UML. Manages the proper use of frameworks, design patterns, implementation and test tools to support project goals. Capable of taking responsibility for the technology baseline for the project and using best practices for system development and delivering it on time within the budgetary constraints. Possess excellent writing and oral communication skills and ability to interact with the customer/client.

Functional Responsibility: Supervises activities of all software systems programming personnel for a major project, several smaller projects or a small department.
    Provides program and system development and code integration services by choosing and applying existing programming techniques;
    Provides installation configuration support and quality assurance services; creates, modifies, and maintains computer software programs;
    Provides plans and planning expertise, reporting and technical guidance for programming projects.

Minimum Education/Certification: BS/BBA in Information Technology or related field or equivalent experience.

Provides plans and planning expertise, reporting and technical guidance for programming projects.

Minimum Education/Certification: BS/BBA in Information Technology or related field or equivalent experience.
ASST I - Project Administration

Minimum/General Experience: 3 years minimum general experience.
Functional Responsibility: Provides administration and data support services to systems development, management and technical personnel. Coordinates program schedules to facilitate completion of tasks, deliverables, briefings and presentations. Reviews data, documentation and supporting documentation of projects. Analyzes and recommends improvements to existing processes to ensure effective data transfer, processing and storage. Successfully schedules and manages office operations, personnel and resources to support all engineering projects in progress.

ASTH I - Aesthetic Engineer/Information Architect

Minimum/General Experience: 10 years minimum general experience.
Functional Responsibility: Designs and develops cutting-edge web applications serving a range of business and technical users. Provide users with access to the appropriate information in the right context to solve real-time business problems. Works closely with Project Manager, Architect and the software development team.

Must have experience in developing/prototyping of web GUI applications utilizing various traditional as well as cutting-edge GUI technologies.
Must be able and comfortable to research, experiment, and prototype with various GUI technologies in solving GUI challenges.
Must be able and confident to evaluate new GUI technologies and recommend.
Excellent HTML, CSS, Javascript, Flash, and JSP programming skills required.
Must have a good understanding of what is possible with JavaScript and JSP to help design/mockup/create HTML for an interface that will integrate easily with the application logic.
Proficient with multi-tier architecture.
Must have working experience and skills in designing interactive web applications, not just web sites.
Must have working experience and skills in the overall design of web pages (layout, typography, etc.).
Must be comfortable understanding complex data models (e.g., ER or UML models) and types (e.g., temporal, table, etc.).
Experience in e-commerce applications and other interactive applications (such as reporting, monitoring, or web ports of existing thick-client interfaces) would be ideal.
Should have experience in incorporating interactive GUI technologies/packages (e.g., flash-based, applet-based, etc.) into the GUI design/pages.
Must be able to work within an existing style, as well as to create new styles for new elements/pages.
Must be comfortable giving direction to Jr. Engineers and offshore development team members.
Should be able to write detailed specifications and develop GUI mockups suitable for use by offshore development team.
Must have excellent attention to detail.

Should be cooperative and flexible. Should be comfortable participating in a design process that is collaborative, experimental, and iterative.

ARCH I - Software Architect
Minimum/General Experience: 8 years experience.
Eight or more years of experience in multiple areas of information technology, in-depth knowledge of the technology landscape, strong design and programming skills in JAVA, C and C++, excellent background in architecture, design and development of J2EE and/or .Net based systems. Experience in analysis and design must include the use of UML. Manages the proper use of frameworks, design patterns, implementation and test tools to support project goals. Capable of taking responsibility for the technology baseline for the project and using best practices for system development and delivering it on time within the budgetary constraints. Possess excellent writing and oral communication skills and ability to interact with the customer/client.

Functional Responsibility: Analyze and design system architecture and subsystems for solutions. Documents and represents the system architecture of the project externally. Responsible for ensuring system level component reuse and use of inter-project synergies. May also design, implement, and test subsystems. Plans system integration phase and test schemes. Collaborates with the project leader to determine scope of iterations, work packages, and schedules. Responsible for ensuring that the implemented technical solution actually follows the planned architecture. Ensures these systems are compatible and in compliance with the standards for component based architecture, open systems architectures, the Open Systems Interconnection (OSI) and International Standards Organization (ISO) reference models, and profiles of standards, as they apply to the implementation and specification of Information Management (IM) solution of the application platform, across the application program interface (API), and the external environment/software application. Evaluates analytically and systematically problems of workflows, organization, and planning and develops appropriate corrective action. Provides daily supervision and direction to staff and interacts with other teams and project manager. Responsible for System Architecture, System Specifications and standards. Helps in budget planning, strategy formation. Co-ordinates with Data Mountain Solution, Inc. representatives and or vendors and defines the software development methodology. Follows standards / committees / working groups / industry trends and identifies new technological areas to prototype with and or apply. While s/he may be involved in smaller consulting activities on the side, the software architect will most likely at any point in time only be part of one software project team. Important personality attributes: analytical, communicative, decisive, taking responsibility, driven to learn, team player, good written language skills.

Minimum Education/Certification: Masters Degree or equivalent in engineering, business or related scientific or technical discipline or equivalent experience

**PRM I - Project Manager**
Minimum/General Experience: 5 years minimum general experience.
Five (5) years of directly related professional experience in delivering technical projects including two (2) years of management and/or supervisory experience. Ability to plan a technical project according to standard software methodologies, solicit and organize input from technical and business project stakeholders, oversee the project's execution, provide leadership and motivate employees and team members. The project manager allocates resources, shapes priorities, coordinates interactions with customers and users, and generally keeps the project team focused on the right goal. The project manager also establishes a set of practices that ensure the integrity and quality of project artifacts. The typical role of Deployment Manager is also rolled in, meaning they are responsible for planning the product's transition to the user community, ensuring those plans are enacted appropriately, managing issues and monitoring progress.

Functional Responsibility: Manages specific task orders and ensures that technical solutions and schedules are executed according to plan; business and technical risks are identified and mitigated. Duties include:
- Provides work direction and report to upper management on a regular basis
- Manages and maintains development, production and delivery standards; ensures schedules and project assignments are met and completed as directed;
- Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements;
Delivers plans that are representative of iterative and incremental lifecycles according to standard software development lifecycles (SDLC) methodologies that include the Rational Unified Process (RUP) and eXtreme Programming (XP).
Able to evaluate input for establishing estimates on technical tasks and familiar with technology Reports in writing and orally to higher management;
Establishes good working relationships with people both within and outside the government;
Ensures proper relationships are established between customers, teaming partners, and vendors to facilitate the delivery of information technology services;
Implements Quality Assurance Plan.

Minimum Education/Certification: BS/BA degree in Computer Sciences, Management, or related majors. A Masters degree may substitute for 3 years of professional experience and 1 year of supervisory experience.

**DMS-PMG: Project Manager:** Leads team on large projects or significant segment of large complex projects; analyzes new and complex project related problems and creates innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components; provides applications systems analysis and programming activities for a site, facility or location; prepares long and short-range plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources; and oversees all aspects of projects.

**DMS-SM1: Subject Matter Expert I:** A person who is a expert in a particular subject matter, possessing in-depth knowledge of an area, such as business, computer science, engineering, mathematics, or the various sciences; provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation; participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases; and can apply principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

**DMS-SM2: Subject Matter Expert II:** Possesses a greater level of experience/education as compared to the Subject Matter Expert I, the individual possesses in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences; provides technical knowledge and analysis of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems that need extensive knowledge of the subject matter for effective implementation; participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases; and can apply principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

**DMS-SM3: Subject Matter Expert III:** Possesses a greater level of experience/education as compared to the Subject Matter Expert II, and serves as a lead in the particular subject matter area.

**DMS-QAA: Quality Assurance Analyst:** Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the contract; provides an independent assessment of how the project's software development process is being implemented relative to the defined process and recommends methods to optimize the organization's process; may be responsible for all activities involving quality assurance and compliance with applicable regulatory requirements; can conducts audits and reviews/analyzes data and documentation; and
develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

**DMS-HSS: Hardware/Software Specialist:** Provides analysis related to the design, development, and implementation of hardware/software for products; develops test strategies, devices, and systems; performs stress and performance tests on a variety of computer hardware and software for a specified cloud computing systems, software systems, hardware systems, operating systems, and/or application software.

**DMS-SES: Security Specialist:** Determines enterprise information assurance and security standards; develops and implements information assurance/security standards and procedures, coordinates, develops, and evaluates security programs for an organization. Recommends information assurance/security solutions to support customers’ requirements, identifies, reports, and resolves security violations, establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands; supports customers at the highest levels in the development and implementation of doctrine and policies; applies know-how to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Performs analysis, design, and development of security features for system architectures; vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle; and ensures that all information systems are functional and secure.

**DMS-TEM: Test Manager:** Evaluates, recommends, and implements automated test tools and strategies; designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.

**DMS-CML: Change Management Lead:** Provides strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project; provides the overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future; assists in developing mission and vision statements, subsequent goal delineation, provides guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizes those initiatives; and assists in preparation of key strategic planning documentation, including OMB Form 300.
# Data Mountain GSA Schedule 70 IT Price List

Data Mountain Solutions, Inc., 1486 Grandview Court, Arnold, MD 21012
(888) 670-7710
Fax: (410) 571-5931
email: sales@datamtn.com
web: http://www.datamtn.com

**Special Item Numbers 54151S**
IT/IAM Professional Services

**11/1/2019**

<table>
<thead>
<tr>
<th>SIN/Labor Category</th>
<th>Year 1 GSA Hourly Rate w/IFF</th>
<th>2021 GSA Hourly Rate w/IFF</th>
<th>GSA 2022 Hourly Rate w/IFF</th>
<th>GSA 2023 Hourly Rate w/IFF</th>
<th>GSA 2024 Hourly Rate w/IFF</th>
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<tbody>
<tr>
<td>Developer I</td>
<td>$116.71</td>
<td>*$118.93</td>
<td>*$121.19</td>
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<td>*$125.84</td>
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<td>Developer III</td>
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<td>*$173.07</td>
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<td>ASST I</td>
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<td>*$48.07</td>
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<td>ARCH I</td>
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<td>DMS-PMG: Project Mgr</td>
<td>$166.66</td>
<td>*$169.83</td>
<td>*$173.06</td>
<td>*$176.35</td>
<td>*$179.70</td>
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<tr>
<td>DMS-SM1: Subject Matter Expert I</td>
<td>$108.18</td>
<td>*$110.23</td>
<td>*$112.32</td>
<td>*$114.45</td>
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<td>DMS-SM2: Subject Matter Expert II</td>
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<td>*$121.42</td>
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<td>DMS-SM3: Subject Matter Expert III</td>
<td>$149.72</td>
<td>*$152.56</td>
<td>*$155.46</td>
<td>*$158.41</td>
<td>*$161.42</td>
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<td>DMS-QAA: Quality Assurance Analyst</td>
<td>$108.18</td>
<td>*$110.23</td>
<td>*$112.32</td>
<td>*$114.45</td>
<td>*$116.62</td>
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<td>DMS-HSS: Hdwre/SW Specialist</td>
<td>$114.75</td>
<td>*$116.93</td>
<td>*$119.15</td>
<td>*$121.41</td>
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<tr>
<td>DMS-SES: Security Specialist</td>
<td>$150.09</td>
<td>*$152.94</td>
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<td>DMS-TEM: Test Manager</td>
<td>$43.27</td>
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<tr>
<td>DMS-CML: Change Management Lead</td>
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<td>*$162.27</td>
<td>*$165.35</td>
<td>*$168.49</td>
</tr>
</tbody>
</table>

**Notes:** EPA modifications for price increases based on current Department of Labor Wage Rates are 1.9%.
1. SCOPE
The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE
The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE
a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.
The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in Information for Ordering Activities Applicable to All Special Item Numbers, paragraph 6. Delivery Schedule.

5. INTEROPERABILITY.
When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.
6. ORDER  
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. PERFORMANCE OF ELECTRONIC SERVICES  
The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR  
The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA  
The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING  
If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY  
The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:
   
a. Unless specified otherwise in this contract, Data Mountain Solution, Inc.’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
   
b. Data Mountain Solution, Inc. warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, Data Mountain Solution, Inc. will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items:
      
      Time of delivery/installation quotations for individual orders.
Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications by the manufacturer(s) and furnished by Data Mountain Solution, Inc.

The above is not intended to encompass items not currently covered by the GSA Schedule contract.

The warranty shall commence upon the later of the following:

a. Activation of the user’s service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Will be charged at the DEVELOPER I Rate per Hour (See Above page 47)

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

NONE

(b) Describe charges, if any, for additional usage guidelines.
(c) Describe corporate volume discounts and eligibility requirements, if any.
<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
</table>
| DMSH-VRT-N40603 | *Operations Virtual Server
- 4 CPU (Quad Core) 2 GB RAM +60GB + 3MB + IPv6 (Includes DMES) | Per Server per Month | $56.42        |
| DMSS-DNS-FAIL  | DNS Failover Service                                                               | Per Server per Month | $95.71        |
| DMSH-VRT-TXTMON| Managed Validation (FISMA Compliant Real-Time Domain Monitoring & Reporting)       | Per URL per Month  | $14.11        |
| DMSH-VRT-VAL   | Managed Validation (FISMA Compliant Real-Time Domain Monitoring & Reporting)       | Per Domain per Month | $46.34        |

*Note: Alternate configurations of Virtual Servers are available.*

1. **DMES (Data Mountain Email as a Service):** A Premium email service with enhanced security, based on Postfix open source software, includes 5 GB of primary storage, full featured spam checking and spam control, virus and malicious code scanning, and a 99.9% up-time SLA. It also features a complete address book, calendaring and agenda management, scheduling, secure instant messaging. Fully managed by an intuitive dashboard which allows management and authorized users to access data on 'presence' of users. For over 1000 mailboxes, the dashboard not only provides data on 'presence' but also Location Specific Information, LSI, per Zip Code through the PEPS software tool and interface. Government Administrators can define their list of key personnel to query to determine not only their 'presence' but also their location by Zip Code. Government Administrators will thus be able to determine: 1) who is online, 2) who is online and located within the main office Zip Code, and 3) who is online but located outside of the main office Zip Code. The DMS PEPS-LSI is a value add EaaS feature that innovates mass email notification in times of emergency enabling Government Administrators to more quickly mobilize key personnel.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
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</thead>
<tbody>
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<td>DMES0010</td>
<td>Email-as-a-Service</td>
<td>1-1000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$11.00</td>
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<tr>
<td>DMES0011</td>
<td>Email-as-a-Service</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$9.90</td>
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<tr>
<td>DMES0012</td>
<td>Email-as-a-Service: Standard Migration, setup and training</td>
<td>N/A</td>
<td>Fixed</td>
<td>$1,007.50</td>
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</tbody>
</table>

2. **DMES-BB: Data Mountain Email as a Service for Blackberry:** A Premium email service for Blackberry, includes 5GB of primary storage, full featured spam checking and spam control, virus and malicious code scanning, and a 99.9% up-time SLA. It also features a complete address book, calendaring and agenda management, scheduling, secure instant messaging. Fully managed by an intuitive dashboard which allows management and authorized users to access data on 'presence' of users. For over 1000 mailboxes, the dashboard not only provides data on 'presence' but also Location Specific Information, LSI, per Zip Code through the PEPS software tool and interface. Government Administrators can define their list of key personnel to query to determine not only their 'presence' but also their location by Zip Code. Government Administrators will thus be able to determine: 1) who is online, 2) who is online and located within the main office Zip Code, and 3) who is online but located outside of the main office Zip Code. The DMS PEPS-LSI is a value add EaaS feature that innovates mass email notification in times of emergency enabling Government Administrators to more quickly mobilize key personnel.

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<tr>
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<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
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<tbody>
<tr>
<td>DMES0020</td>
<td>Email-as-a-Service</td>
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<td>Email-as-a-</td>
<td>$30.02</td>
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### 3. DMS-ADDITIONAL EMAIL STORAGE:
Provides for additional GB of email storage capacity over the 5GB allocation per mailbox.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
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<tbody>
<tr>
<td>DMES0030</td>
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<td>DMES0031</td>
<td>Additional GB of email storage</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per GB mailbox per month</td>
<td>$0.27</td>
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</table>

### 4. DMES- EMAIL ARCHIVING:
Provides a systematic approach to saving and protecting the data contained in email messages in a separate immutable data store, with both messages and metadata indexed based upon keywords and message attributes for a deterministic period of time so that it can be retrieved quickly at a later date by an e-Discovery Service.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
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<tr>
<td>DMES0040</td>
<td>Additional GB of email storage</td>
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<td>DMES0041</td>
<td>Additional GB of email storage</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.39</td>
</tr>
</tbody>
</table>

### 5. DMES-PEPS-LSI Email Module:
PEPS-LSI module is a value add feature that is a Public Emergency Portal Solution with Location Specific Information. This module innovates mass email notification in times of emergency by not only determining “presence” of users but also location of users relevant to Zip Code. Government Administrators determine user groups for which this feature is needed. When activated, Government Administrators receive reports on: 1) presence, 2) users who are present within their main office Zip Code, and 3) users who are present but not within their main office Zip Code. This DMES innovation allows Government Administrators to more quickly mobilize key personnel in times of emergency.

<table>
<thead>
<tr>
<th>Item Number</th>
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<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$3.30</td>
</tr>
<tr>
<td>DMES0052</td>
<td>PEPS LSI Email Module, setup and training</td>
<td>N/A</td>
<td>Fixed contract</td>
<td>$3,022.50</td>
</tr>
</tbody>
</table>
6. **PEPS OSM (Organizational Secure Media)** (patent pending): During an emergency, PEPS OSM offers Government Administrators information management and information dissemination services so that the official message is carefully controlled. Misinformation that can spread quickly throughout the official media environment and social media websites is prevented. A PEPS Rapid Response Media Team (1 writer trained in journalism, 1 Information Technology Web specialist, 1 multimedia producer, and 1 team assistant) is deployed to assist Government Administrators in controlling their message and mitigating the emergency by: 1) managing the flow of information, 2) delivering rapid, actionable information to all stakeholders, and 3) establishing an authoritative in house media outlet through the PEPS Portal as a link from official Government websites. This service is an optional addition to the PEPS LSI module. Activities in non-emergency times include: training for emergencies and information, updated regularly, relevant to the federal agencies mission.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMES0060</td>
<td>PEPS OSM</td>
<td>1-1000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$3.53</td>
</tr>
<tr>
<td>DMES0061</td>
<td>PEPS OSM</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$3.02</td>
</tr>
<tr>
<td>MES0062</td>
<td>PEPS OSM Module, setup and training</td>
<td>N/A</td>
<td>Fixed contract</td>
<td>$5,037.50</td>
</tr>
</tbody>
</table>

7. **Help Desk/Call Center**: 24/7/365 U.S. based Data Mountain Solutions, “DMS” call center with capabilities to handle Tier 1, Tier 2 and Tier 3 technology support calls from customers. VoIP based call center system generates trouble tickets for each call. Web-based trouble ticket resolution, email and chat system provide seamless integration of data and maximum efficiency for call resolution. Standard reports generated include average wait times; average response times, average call times; daily, weekly and monthly call and ticket volumes; categories of resolutions; escalations, and trouble ticket trends. Custom reports can also be generated relevant to clients’ needs. DMS agents are trained in various technological aspects of help desk services, including: email, wireless and various computer software applications. DMS will work with agency/client to provide training to ensure maximum response resolution in support of email, wireless connectivity, and software applications.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Basic Description</th>
<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMES0070</td>
<td>EaaS Help Desk, Tier 1</td>
<td>1-1000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.46</td>
</tr>
<tr>
<td>DMES0071</td>
<td>EaaS Help Desk, Tier 1</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.26</td>
</tr>
<tr>
<td>DMES0072</td>
<td>EaaS Help Desk, Tier 2</td>
<td>1-1000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.31</td>
</tr>
<tr>
<td>DMES0073</td>
<td>EaaS Help Desk, Tier 2</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.11</td>
</tr>
<tr>
<td>DMES0074</td>
<td>EaaS Help Desk, Tier 3 only</td>
<td>1-1000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.31</td>
</tr>
<tr>
<td>DMES0075</td>
<td>EaaS Help Desk, Tier 3 only</td>
<td>&gt; 1,000 mailboxes</td>
<td>Per mailbox per month</td>
<td>$1.11</td>
</tr>
<tr>
<td>DMES0076</td>
<td>EaaS Help Desk Tier 1 agent training</td>
<td>Minimum of 1000 mailboxes</td>
<td>Per mailbox one time fee</td>
<td>$1.01</td>
</tr>
</tbody>
</table>
8. **Migration and Training Service, Executive-level**: Dedicated one-on-one mobile device transition; a follow-up training session, and guaranteed incident response within 30 minutes.

<table>
<thead>
<tr>
<th>Item Number</th>
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<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMES0080</td>
<td>Email-as-a-Service Training</td>
<td>Executive</td>
<td>1-1000 mailboxes</td>
<td>$961.15</td>
</tr>
<tr>
<td>DMES0081</td>
<td>Email-as-a-Service Training</td>
<td>Executive</td>
<td>Email-as-a-Service Executive Training</td>
<td>$817.08</td>
</tr>
</tbody>
</table>

9. **Migration and Training Service, Standard level**: includes webinar, collaboration site for training, FAQs, and guaranteed incident response within 1 business day.

<table>
<thead>
<tr>
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<th>Users</th>
<th>Unit</th>
<th>GSA Price w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMES0090</td>
<td>Email-as-a-Service Training</td>
<td>Standard</td>
<td>1-1000 mailboxes</td>
<td>$11.00</td>
</tr>
<tr>
<td>DMES0091</td>
<td>Email-as-a-Service Training</td>
<td>Standard</td>
<td>&gt; 1,000 mailboxes</td>
<td>$9.90</td>
</tr>
</tbody>
</table>

*DMS offers flexibility with the option of Full or Self-Service DNSSEC*

**Data Mountain Solutions’ DNSSEC Full Service**: DMS’ DNS specialists will handle zone management, key generation, signatures and rollover on high availability DNS servers.

  DNS Administrators may use a web interface, email or telephone to request DNS changes 24/7 for immediate signing and publishing to DNS servers.

**Data Mountain Solutions’ DNSSEC Self Service**: DMS will provide access to production, redundant authoritative DNS servers configured for high availability DNS service.

  The DNS Administrator may use this Offline Zone Signing application or another solution to maintain the DNS zone and upload the “.signed” files when rollover or changes are necessary.

  Email alerts will remind you of rollover dates and tasks.
# Data Mountain GSA Schedule 70 IT Price List

Data Mountain Solutions, Inc.,  
1486 Grandview Court  
Arnold, MD 21012  
(888) 670-7710  
Fax: (410) 571-5931  
email: sales@datamtn.com  
web: http://www.datamtn.com

<table>
<thead>
<tr>
<th>Service Item Number</th>
<th>Service Description</th>
<th>Recurring GSA Rates w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>DMSS-DNS-SS1</td>
<td>DNSSEC Self-Signed Per Domain (Max 100,000 Queries Per Day)</td>
<td>$45.34</td>
</tr>
<tr>
<td>DMSS-DNS-FS1</td>
<td>DNSSEC Full Service Signing and Hosting Per Domain (Max 100,000 Queries Per Day)</td>
<td>$75.56</td>
</tr>
</tbody>
</table>

*Note: All Recurring Charges are monthly except where delineated otherwise.*