



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

Ironhawk Technologies, Inc. provides custom software development for application services, utility software and communication software under term software and under perpetual software licenses and Information Technology Professional Services in the area of systems development, analysis, security services and data conversion.

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

**SIN 132-32 – TERM SOFTWARE LICENSES**

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers; Application Software, Utility Software, Communications Software  
Microcomputers: Application Software, Utility Software, Communications Software

**SIN 132-33 – PERPETUAL SOFTWARE LICENSES**

FSC CLASS 7030 – INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers; Application Software, Utility Software, Communications Software  
Microcomputers: Application Software, Utility Software, Communications Software

**SIN 132-34 – MAINTENANCE OF SOFTWARE AS A SERVICE**

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

FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services

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Contract Number: GS-35F-0150T

Period Covered by Contract: November 30, 2011 through November 30, 2016

**Pricelist current through Modification # 0010, dated November 21, 2011.**

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

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## INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

### 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:

- 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.

### 2. Contractor's Ordering Address and Payment Information:

Address for ordering and payment is: **Ironhawk Technologies, Inc.**  
**6701 Center Drive West, Suite 700**  
**Los Angeles, CA 90045**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be accepted for certain payments above the micro-purchase threshold.

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

**310-815-2800**

### 3. Liability For Injury or Damage

The Contractor 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 the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

### 4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal **Schedule 70**  
Block 16: Data Universal Numbering System (DUNS) Number: **034088869**  
Block 30: Type of Contractor – **B Other Small Business**  
Block 31: Woman-Owned Small Business - **No**  
Block 37: Contractor's Taxpayer Identification Number (TIN): **95-4865076**  
Block 40: Veteran Owned Small Business (VOSB): **No**

4a. CAGE Code: **1WP39**

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

**5. FOB Destination**

**6. Delivery Schedule**

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>SIN 132-32</u>	<u>30</u> Days
<u>SIN 132-33</u>	<u>30</u> Days
<u>SIN 132-34</u>	<u>As agreed upon between Contractor and ordering activity.</u>
<u>SIN 132-51</u>	<u>As agreed upon between Contractor and the ordering activity.</u>

**Overnight and 2-Day Delivery are available at the commercial available rates.**

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 the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**7. Discounts: Prices shown are NET Prices; Basic Discounts have been deducted.**

- a. Prompt Payment: 1% - 10 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity SIN 132-32 and SIN 132-33 – See quantity discount list for discounts
- c. Dollar Volume None
- d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other None

**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: None**

**10. Small Requirements: The minimum dollar value of orders to be issued is \$100.**

**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 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology (IT) Professional Services

## **12. Ordering Procedures for Federal Supply Schedule Contracts**

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

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

NOTE: Refer to FAR Part 31-205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor 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, the Contractor 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:** The Contractor 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, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor 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.

**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 at 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 the Contractor in response to requirements which result in orders under this schedule.

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

c. The maintenance service provided is the standard commercial terms and conditions as set forth in the Contractor's standard commercial agreements 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: **Not Applicable**

Upon request of the Contractor, the ordering activity may provide the Contractor 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 the Contractor'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. BPA's may be established with one or more schedule contractors. The number of BPA's 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.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: **Not Applicable**

The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

## **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 the contractor 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) The Contractor 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, the Contractor 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 the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor 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. The Contractor 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)

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The software shall be deemed accepted by the ordering activity upon delivery. 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 ninety (90) days from the date of delivery; 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, the Contractor's standard commercial guarantee/warranty as stated in the Contractor's commercial agreements and pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, subject to a separate professional services agreement, shall provide a hot line technical support number **310-815-2800** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 am to 5:00pm Pacific Time**.

4. SOFTWARE MAINTENANCE

- a. Software maintenance can include the following:

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product is included in one of the Contractor's standard commercial agreements and can include 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. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc...of a software package.

Software maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service is included in one of the Contractor's standard commercial agreements and can include creating, designing, implementing, and/or integrating customized changes to software that solve one or more problems and is not included with the price of the software.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

3. Software maintenance as a product and software maintenance as a service are subject to standard commercial terms and conditions included in the Contractor's standard commercial agreements.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

a. The Contractor 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 sixty (60) calendar days written notice to the Contractor.

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

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

e. Ordering activities should notify the Contractor in writing sixty (60) 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. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

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

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

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

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

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include

prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

(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" shall take precedence and include additional terms and conditions included in the Contractor's standard commercial agreements and standard commercial legend.

7. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

No 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.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

9. RIGHT-TO-COPY PRICING

There is no discounted pricing for right-to-copy licenses. **Not Available**



## Special Item No. 132-32 Term Software Licenses

SIN	Product	Software Description	GSA Price	GSA Price (.75% IFF Included)
0013	SmartSync® DCS Enterprise Server	SmartSync® Enterprise Server Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions.. Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$4,850	\$5,214
0059	SmartSync® DCS Large Enterprise Software Suite	SmartSync® LARGE Commercial Enterprise Server Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions.. Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$16,900	\$18,168
0015	SmartSync® DCS Server	SmartSync® Server Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions.. Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$5,068	\$5,448
0060	SmartSync® DCS Server Professional	SmartSync® Server Professional Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions.. Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$6,082	\$6,538
0061	SmartSync® DCS Station	SmartSync® DCS Station is a Client that can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. SmartSync® Station can do everything that a Client can, plus Maintain a local cache of a distributed Store and automatically keep it [directly] synchronized with one or more peer Stations and Send and Receive Messages/Files to and from "messaging-endpoints" on peer Stations (See Feature Matrix for Details) Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$803	\$863
0062	SmartSync® DCS Station Professional	SmartSync® DCS Station Professional is a Client that can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. SmartSync® Station can do everything that a Client can, plus Maintain a local cache of a distributed Store and automatically keep it [directly] synchronized with one or more peer Stations and Send and Receive Messages/Files to and from "messaging-endpoints" on peer Stations (See Feature Matrix for Details) Cost per CPU Installation for a annual license. (See Feature Matrix for Details)	\$1,141	\$1,227
0002	SmartSync® Desktop Client	SmartSync® Desktop Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details)	\$440	\$473
0003	SmartSync® Desktop Client Professional	SmartSync® Desktop Client Professional Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$220	\$237
0004	SmartSync® Lite Client Access License	SmartSync® Lite Client Access License. SmartSync® Lite is for PDA or Mobile-based applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$49	\$53
0063	SmartSync® Mobile Client	SmartSync® Mobile Client Access License. SmartSync® Mobile is for PDA or Mobile-based applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$17	\$18
0064	SmartSync® Mobile Client Professional	SmartSync® Mobile Professional Client Access License. SmartSync® Mobile is for PDA or Mobile-based applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$25	\$27
0077	SmartSync® VideoStream™	SmartSync® VideoStream™ is a state of the art video compression and delivery software product sold as a software application and service. License cost is per month per CPU. Our differencing engine works with all visual media including: photographs, video, x-rays, astrographs, etc. Virtually anything that can be saved as a reference image can be used. The engine compares two images of the same objects or reference areas, temporally (taken at different times), and displays the delta (difference) as an overlay to the original image, with these differences highlighted in an easy to understand visual format. Ironhawk's N-Series offers three product families providing the ultimate in price, performance, and flexibility: the N1000 Series for economical, in-room solutions; the N2000 Series for HD, Cinema-grade video on the LAN, and the N3000 Series to stream and control HD multi-media on the LAN or WAN utilizing H.264 compression. N2000 encoders and decoders are a 10-200 Mbps LAN solution that is backwardly compatible with the Legacy generation JPEG2000 products, plus the feature of input and output scaling. N-Series encoders and decoders are designed to switch and distribute AV content over any network segment or link. A common control layer can seamlessly operate a mix from the N1000, N2000, and N3000 lines.	\$199	\$214

## Special Item No. 132-33 Perpetual Software Licenses

SIN	Product	Software Description	GSA Price	GSA Price (.75% IFF Included)
0065	SmartSync® DCS Enterprise Server	SmartSync® Enterprise Server Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions. Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$21,125	\$22,709
0066	SmartSync® DCS Server	SmartSync® DCS Server is an Enterprise Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions. Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$12,671	\$13,621
0067	SmartSync® DCS Server Professional	SmartSync® Server Professional is an Enterprise Software Module - Server License. SmartSync® is Ironhawk's core middleware technology which forms the basis of many of Ironhawk's product solutions. SmartSync® is comprised of proprietary differencing and compression algorithms, managed content store, workflow and reliable transport layer. For a given data type, SmartSync® chooses the most effective differencing and compression algorithms, compressing those differences, propagating them to the remote repositories, then reconstituting the revision by applying the differences to a previous revision. Using SmartSync® file replication and synchronization applications can be built that meet stringent government security standards, such as FIPS 140-2 compliant solutions. Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$15,206	\$16,346
0068	SmartSync® DCS Station	SmartSync® DCS Station is a Client that can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. SmartSync® Station can do everything that a Client can, plus Maintain a local cache of a distributed Store and automatically keep it (directly) synchronized with one or more peer Stations and Send and Receive Messages/Files to and from "messaging-endpoints" on peer Stations (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$2,007	\$2,158
0069	SmartSync® DCS Station Professional	SmartSync® Station Professional is a Client that can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. SmartSync® Station can do everything that a Client can, plus Maintain a local cache of a distributed Store and automatically keep it (directly) synchronized with one or more peer Stations and Send and Receive Messages/Files to and from "messaging-endpoints" on peer Stations (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$2,852	\$3,066
0070	SmartSync® Desktop Client	SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for an annual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details)	\$1,073	\$1,153
0071	SmartSync® Desktop Client Professional	SmartSync® Desktop Professional Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$535	\$575
0072	SmartSync® Lite Client Access License	SmartSync® Lite Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$123	\$132
0073	SmartSync® Mobile Client	SmartSync® Mobile Client Access License. SmartSync® Mobile is for PDA or Mobile-based applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$42	\$45
0074	SmartSync® Mobile Client Professional	SmartSync® Mobile Professional Client Access License. SmartSync® Mobile is for PDA or Mobile-based applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client Access License are full, rich clients that provide tight integration with the desktop and other desktop applications. Each application user is charged a separate client access license. The unit cost is for a perpetual license per user. SmartSync® Client can Connect to a central Store (hosted on a Server) and read/write/update its content, Maintain a local "write-thru cache" of a central Store and provide native-access (e.g. File-Explorer on Windows) which allows user to access/update the content while offline (SmartSync® will automatically synchronize the cache with the central Store when reconnected), Send and Receive Messages/Files to and from "messaging-endpoints" on a Server, and Queue-up sent Messages/Files when offline and automatically send when reconnected. (See Feature Matrix for Details) Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$63	\$68
0075	SmartSync® MultiCast™ Server Module	The SmartSync® Multicast Server Module capability allows customers using multicast-enabled enterprise networks (e.g. satellite-based networks) to send files from one location to hundreds of remote locations simultaneously. This capability is provided by two modules: the SmartSync® Multicast Sender module adds on to a SmartSync® Server, and the SmartSync® Multicast Receiver module typically adds on to a SmartSync® Client (but can also be added to SmartSync® Peer or SmartSync® Server). Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$20,220	\$21,737
0076	SmartSync® MultiCast™ Client Module	The SmartSync® Multicast Client Module capability allows customers using multicast-enabled enterprise networks (e.g. satellite-based networks) to send files from one location to hundreds of remote locations simultaneously. This capability is provided by two modules: the SmartSync® Multicast Sender module adds on to a SmartSync® Server, and the SmartSync® Multicast Receiver module typically adds on to a SmartSync® Client (but can also be added to SmartSync® Peer or SmartSync® Server). Cost per CPU Installation for a perpetual license. (See Feature Matrix for Details)	\$80	\$86

**Special Item No. 132-34 Maintenance of Software as a Service**

<b>SIN</b>	<b>Product</b>	<b>GSA Price</b>	<b>GSA Price (.75% IFF Included)</b>
-	Annual Software Licenses – Maintenance Fee	Included	Included
-	Perpetual Software Licenses – Maintenance Fee	17%	-

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

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.

b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.

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

### 3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made by 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. Information Technology Professional Services are subject to standard commercial terms and conditions included in the Contractor's standard commercial agreements.

### 4. PERFORMANCE OF SERVICES

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

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

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

adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

#### 6. INSPECTION OF SERVICES

FAR 52.212-4 Contract Terms and Conditions—Commercial Items (MAR 2009) (Deviation I- FEB 2007) applies to Firm-Fixed Price orders and FAR 52.212 -4 Contract Terms and Conditions—Commercial Items (MAR 2009) (Alternate I-OCT 2008) (Deviation I- FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts placed under this contract.

#### 7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (DEC 2007) Rights in Data – General, may apply.

#### 8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

#### 9. INDEPENDENT CONTRACTOR

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

#### 10. ORGANIZATIONAL CONFLICTS OF INTEREST

##### a. Definitions.

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

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

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

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

or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### 11. INVOICES

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

#### 12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212 -4 (MAR 2009), (Alternate I – OCT 2008) (Deviation I– FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009), (Alternate I – OCT 2008) (Deviation I– FEB 2007) applies to labor-hour orders placed under this contract.

#### 13. RESUMES

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

#### 14. INCIDENTAL SUPPORT COSTS

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

#### 15. APPROVAL OF SUBCONTRACTS

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

#### 16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

##### **Ironhawk's Professional Services**

Ironhawk's Professional Services can provide organizations with the right level of expertise to implement Ironhawk's solutions, lower costs, and gain capability needed to compete in today's global market. Our team of highly skilled project managers and senior-level engineers can augment your in-house experts, or provide all resources and expertise required to ensure successful implementation. Ironhawk's Professional Service experts can combine Ironhawk's network-centric software solutions to guarantee delivery of high-value content to locations anywhere in the world – even over high packet loss, low bandwidth connections. Our custom implementation services enable organizations to maximize ROI of legacy systems and data management through seamless system integration.

##### **Ironhawk's Software Maintenance**

Ironhawk's Professional Services team offers software maintenance for all of our software products. With a signed software maintenance agreement standard levels of support, maintenance and updates are available. All other major updates, new versions or Add-On Modules can be purchased when needed or included in your specific contract. Please speak with your sales representative when purchasing your specific software product.

**Ironhawk's GSA PROFESSIONAL SERVICE RATES**

**Ironhawk's Professional Services**

**(Rates are per billable hour)**

Director	\$ 222.00
Subject Matter Expert 3	\$ 315.00
Subject Matter Expert 2	\$ 212.00
Subject Matter Expert 1	\$ 155.00
Manager 2	\$ 201.00
Project Manager 3	\$ 210.00
Project Manager 2	\$ 184.00
Project Manager 1	\$ 170.00
Contract Manager 1	\$ 184.00
Technical Lead	\$144.00
Principal Information Engineer	\$ 176.00
Architect 3	\$ 167.00
Architect 2	\$ 155.00
Architect 1	\$ 144.00
Sr. Software Engineer 4	\$ 197.00
Sr. Software Engineer 3	\$ 182.00
Sr. Software Engineer 2	\$ 172.00
Sr. Software Engineer 1	\$ 155.00
Engineer 3	\$ 155.00
Engineer 2	\$ 144.00
Engineer 1	\$ 125.00
Jr. Engineer	\$ 113.00
Quality Assurance 3	\$ 129.00
Quality Assurance 2	\$ 120.00
Quality Assurance 1	\$ 81.00
Business Analyst	\$ 115.00
System Administrator	\$ 81.00
Technical Writer 2	\$ 119.00
Technical Writer 1	\$ 53.00
Graphic Artist 2	\$ 136.00
Graphic Artist 1	\$ 119.00

**Labor Category Descriptions**

**Director**

10 Years Experience

Directs, coordinates and manages all contract support activities. Manages technical project working with government Contracting Officer, government management personnel, and client agency representatives. Has overall responsibility for the successful implementation of project engagements. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Subject Matter Expert 3**

10 Years Experience

Domain expert who provides technical planning, system integration, verification and validation, cost and risk, supportability and effectiveness analyses for total systems. Determines system specifications, input/output processes and working parameters for hardware/software compatibility. Performs functional analysis, detail trade studies, requirements allocation and interface definition studies to translate customer

requirements into hardware and software specifications. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Subject Matter Expert 2**

8 Years Experience

Domain expert who provides technical planning, system integration, verification and validation, cost and risk, supportability and effectiveness analyses for total systems. Determines system specifications, input/output processes and working parameters for hardware/software compatibility. Performs functional analysis, detail trade studies, requirements allocation and interface definition studies to translate customer requirements into hardware and software specifications. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Subject Matter Expert 1**

6 Years Experience

Domain expert who provides technical planning, system integration, verification and validation, cost and risk, supportability and effectiveness analyses for total systems. Determines system specifications, input/output processes and working parameters for hardware/software compatibility. Performs functional analysis, detail trade studies, requirements allocation and interface definition studies to translate customer requirements into hardware and software specifications. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Manager 2**

6 Years Experience

Manages resources, priorities, and performance to budget and schedule. Manages small teams, providing leadership and guidance. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Project Manager 3**

8 Years Experience

Manages projects, providing technical leadership and performing customer interface and administrative duties. Manages resources, priorities, and performance to budget and schedule. Responsible for the quality of deliverables and customer satisfaction. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Project Manager 2**

6 Years Experience

Manages projects, providing technical leadership and performing customer interface and administrative duties. Manages resources, priorities, and performance to budget and schedule. Responsible for the quality of deliverables and customer satisfaction. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

### **Project Manager 1**

5 Years Experience

Manages projects, providing technical leadership and performing customer interface and administrative duties. Manages resources, priorities, and performance to budget and schedule. Responsible for the quality of deliverables and customer satisfaction. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Contract Manager 1**

8 Years Experience

Overall management of the contract. Organizes, directs, and coordinates planning and production of all contract activities. Bachelors Degree in Business, Contract Management, or other related discipline.

**Technical Lead**

5 Years Experience

Leads technical team through design and development to include the software, hardware, communications and support for the total system requirements. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Principal Information Engineer**

8 Years Experience

Key leader of the engineering development team, responsible for solving complex problems and participating in the specification, design, and test for the next generation product platform. The design tasks will be of a complex technical nature requiring investigation of new technologies, and application of advanced engineering design principles and practices. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Architect 3**

8 Years Experience

Provides technical leadership for the research, design and development of complex software systems. Maintains overall responsibility for successful design and deployment. Provide expert-level guidance and leadership across all facets of the design and implementation. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Architect 2**

6 Years Experience

Provides technical leadership for the research, design and development of complex software systems. Maintains overall responsibility for successful design and deployment. Provide expert-level guidance and leadership across all facets of the design and implementation. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Architect 1**

4 Years Experience

Designs software modules and applications that are to be implemented by other engineers. Plans, directs and performs systems design, implementation and integrations. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Sr. Software Engineer 4**

10 Years Experience

Leads small to medium sized development teams and/or provides advanced systems engineering development of complex software systems. Plans, directs and performs systems design, implementation and integrations. Plans and manages projects and project reporting. Provides day-to-day technical leadership for more junior staff. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Sr. Software Engineer 3**

8 Years Experience

Leads small to medium sized development teams and/or provides advanced systems engineering development of complex software systems. Plans, directs and performs systems design, implementation and integrations. Plans and manages projects and project reporting. Provides day-to-day technical leadership for

more junior staff. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Sr. Software Engineer 2**

6 Years Experience

Performs medium to complex software engineering assignments, including design development, integration, unit and integration testing of software components, and systems and configuration management. Able to work independently with minimum supervision as well as in highly interactive teams. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Sr. Software Engineer 1**

4 Years Experience

Performs design, programming and test assignments supporting the development of software applications. Accepts assignments from one or more senior project members. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Engineer 3**

4 Years Experience

Performs design, programming and test assignments supporting the development of software applications. Accepts assignments from one or more senior project members. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Engineer 2**

3 Years Experience

Performs design, programming and test assignments supporting the development of software applications. Accepts assignments from one or more senior project members. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Engineer 1**

2 Years Experience

Performs design, programming and test assignments supporting the development of software applications. Accepts assignments from one or more senior project members. Bachelors Degree in Computer Science, Engineering, Information Technology or other related discipline.

**Jr. Engineer**

1 Year Experience

Provides programming support and testing of software applications. General knowledge in Computer Science, Engineering, Information Technology or other related discipline.

**Quality Assurance 3**

5 Years Experience

Designs, develops, implements and reports on comprehensive software assurance plans that insure the functional and performance integrity of new and upgraded systems. Interfaces with development and end-user teams to understand functional requirements and determines acceptance criteria. Develops both automated and manual procedures. Deep understanding in Computer Science, Engineering, Information Technology or other related discipline.

**Quality Assurance 2**

3 Years Experience

Utilizing both automated and manual procedures executes pre-defined software quality assurance test plans that insure the functional and performance integrity of new and upgraded systems. Systematically reports results and tracks problems and their resolution.

Significant knowledge in Computer Science, Engineering, Information Technology or other related discipline.

**Quality Assurance 1**

2 Years Experience

Assists in the test and verification of each functional component of the product. Writes test scripts and procedures, tracks anomalies and documents findings.

Broad knowledge in Computer Science, Engineering, Information Technology or other related discipline.

**Business Analyst**

4 Years Experience

Provides administrative, financial, budget, and operational information support to the project team.

Significant knowledge of business, finance, or other related discipline.

**System Administrator**

4 Years Experience

Responsible for effective provisioning, installation/configuration, operation, and maintenance of systems, hardware and software and related infrastructure. Participates in technical research and development to enable continuing innovation within the infrastructure. Ensures that system hardware, operating systems, software systems, and related procedures adhere to organizational values.

Deep knowledge in Computer Science, Engineering, Information Technology or other related discipline.

**Technical Writer 2**

2 Years Experience

Collects, develops, writes, and edits material for proposals, reports, user manuals, training materials, and instruction guides.

Significant knowledge in writing, communications, or other related discipline.

**Technical Writer 1**

1 Year Experience

Collects, develops, writes, and edits material for proposals, reports, user manuals, training materials, and instruction guides.

General knowledge in writing, communications, or other related discipline.

**Graphic Artist 2**

2 Years Experience

Design and create graphics that meet the specific guidelines of the customer, such as websites, displays, presentation materials or logo design.

Significant knowledge in graphic arts, or other related discipline.

**Graphic Artist 1**

1 Years Experience

Design and create graphics that meet the specific guidelines of the customer, such as websites, displays, presentation materials or logo design.

General knowledge in graphic arts, or other related discipline.

**Other Services:**

The Contractor can offer other services such as onsite training, Contractor classroom training and labs, interactive computer training modules and other related professional services pursuant to a separate signed professional services agreement at the current professional services rates.

**Software Maintenance & Technical Support:**

Annual Software Maintenance for all Software Licenses and Module(s) is subject to a signed software maintenance agreement, and is 17% of the Software License Fees per the Software Licenses purchased.

Professional Services and other Technical Support are available pursuant to a separate signed professional services agreement at the current professional services rates.



**IRONHAWK TECHNOLOGIES, INC.**

**Software License Agreement**

This Software License Agreement (the “License”) is entered into as of \_\_\_\_\_ (the “Effective Date”) by and between Ironhawk Technologies, Inc., a Delaware corporation having its principal place of business at 1315 21<sup>st</sup> Street, Manhattan Beach, California 90266 (“Ironhawk”), and

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**BACKGROUND**

**A.** Ironhawk is the owner of various software products that integrate compression, transport, synchronization and content management to enable data delivery between networked systems; and

**B.** Customer desires to obtain from Ironhawk, and Ironhawk desires to grant to Customer a license to use such software, subject to the limitations and restrictions set forth herein.

Now, therefore, the parties hereto hereby agree as follows:

**1. DEFINITIONS**

“**Ironhawk Confidential Information**” shall mean: (a) the Ironhawk Software and any technical information concerning or related to the Ironhawk Software, the related documentation, and all developer tools provided by Ironhawk hereunder; (b) Ironhawk’s plans or forecasts regarding the future development of any particular software, service, or other product or any feature thereof; and (c) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is reduced or summarized in writing or other tangible form.

“**Ironhawk Software**” shall mean the components of Ironhawk’s SmartSync® Software set forth on Exhibit A hereto and any updates, error corrections or other modifications that Ironhawk may provide to Customer pursuant to this License or the separate Extended Software Support, Maintenance, and Update Agreement.

“**Delivery Date**” shall mean the date for delivery of the Ironhawk Software set forth in Exhibit A hereto.

“**License Fees**” shall mean those fees with respect to the Ironhawk Software set forth on Exhibit A hereto.

“**Location(s)**” shall mean those locations which are authorized for the use of the Ironhawk Software as described herein as set forth on Exhibit A hereto.

“**Material Defect**” shall mean the material noncompliance of the Ironhawk Software with the specifications set forth in the documentation provided to Customer by Ironhawk.

“**Server(s)**” shall mean the number of computer servers of Customer that are authorized to operate the Ironhawk Software, as set forth on Exhibit A hereto.

“**Users**” shall mean the number of users authorized to use the Ironhawk Software to be connected to a computer, as set forth Exhibit A hereto.

## 2. GRANT OF LICENSE

2.1 **License.** Subject to the terms and conditions of this License and the payment of License Fees, Ironhawk grants Customer a non-exclusive, non-transferable license to do the following: (a) at the Locations as listed on Exhibit A, (b) install the Ironhawk Software on number of Servers listed on Exhibit A, (c) configure the Ironhawk Software for use, (d) install the Ironhawk Software as listed on Exhibit A, and (e) permit up to the number of Users authorized on Exhibit A hereto to access and use the configured Ironhawk Software.

2.2 **End User.** In the event that this license is being subsequently delivered to an end user, the rights pertaining to this license are furnished and reserved for only the end user.

2.3 **Affiliates.** Customer may not use the Ironhawk Software to process data for third parties nor for affiliated companies unless Customer controls, is controlled by, or is under common control with the affiliated company. For purposes of this provision, control means the ownership of more than fifty-one percent (51%) of the equity in the entity and the ability to elect a majority of its governing authority. However, Customer may provide its own production status information to third parties.

2.4 **Copies.** Customer, its employees, and agents may make a reasonable number of additional copies of the Ironhawk Software for back-up purposes only. All of the authorized copies of the Ironhawk Software, including the original copies provided by Ironhawk, the installed copies, and any back-up copies must be kept in the possession and under the control of Customer at all times.

2.5 **Reservation of Rights.** The Ironhawk Software, and all worldwide intellectual property rights therein, are the exclusive property of Ironhawk and its suppliers. Ironhawk reserves all rights not expressly granted to Customer under this License.

2.6 **Third Party Software.** Ironhawk may sublicense third party software products, under separate agreements, for use in conjunction with the Ironhawk Software. The Customer’s use of any such third party software is governed by the terms, conditions, warranties, and limitations of liability contained in the third party’s applicable licenses. Ironhawk will disclose to the Customer if any third party software is a component of Ironhawk’s software and the terms, conditions, warranties, and limitations of liability contained in the third party’s applicable licenses.

### **3. DELIVERY, ACCEPTANCE AND PAYMENT**

3.1 **Delivery and Acceptance.** Ironhawk shall deliver to Customer one (1) copy of the Ironhawk Software in executable form on tangible media, on the Delivery Date. The Ironhawk Software shall be deemed accepted by Customer Upon delivery.

3.2 **License Fees.** In consideration of this License and the licenses granted herein with respect to the Ironhawk Software, Customer shall pay to Ironhawk the License Fees upon the terms and in the manner described on Exhibit A hereto. All License Fees are exclusive of applicable taxes, and Customer agrees to bear, be responsible for the payment of, and promptly report to Ironhawk, all taxes assessed by any level of government, including, but not limited to, all sales, use, VAT, rental receipt, import, export, personal property or other taxes which may be levied or assessed in connection with the delivery, installation, except for taxes based on Ironhawk's net income that are assessed by the United States or one of its subdivisions.

### **4. RESTRICTIONS ON USE**

Customer may use the Ironhawk Software only at the Location(s) specified on Exhibit A except for disaster recovery and related back-up copies and may not use the Ironhawk Software at any other location without the prior written consent of Ironhawk. Customer acknowledges that the Ironhawk Software and its structure, organization and source code constitute valuable trade secrets of Ironhawk. Accordingly, Customer may not make any changes or modifications to the Ironhawk Software, nor may Customer delete or rename any of the files that make up the Ironhawk Software without the express instructions of Ironhawk, except for the configuration adaptations that Customer makes using the development tools provided by Ironhawk. Customer is prohibited from decompiling, disassembling, or otherwise reverse engineering the Ironhawk Software. Customer may not sublicense, lease, rent, sell, give, or otherwise transfer the Ironhawk Software to anyone. Customer may not make copies of the Ironhawk Software or documentation for use by any third parties, and may only use the Ironhawk Software and documentation as expressly set forth in this License.

### **5. TERM OF THIS LICENSE**

The term of this License is defined in Exhibit A. Customer may use the Ironhawk Software and documentation provided under this License for as long as it is useful, provided that Customer complies with the terms and conditions of this License. Customer may terminate the license granted herein at any time by destroying all copies of the Ironhawk Software and documentation and certifying to Ironhawk in writing that Customer has destroyed all copies of the Ironhawk Software and documentation and that it elects to terminate the License. Ironhawk may terminate this License and all licenses granted hereunder if Customer fails to correct any material breach of this License within sixty (60) days after receiving written notice of the breach from Ironhawk. Sections 4.0, 8.0, 9.0, 11.0 and 14.0 shall survive the termination of this License.

### **6. SOFTWARE SUPPORT**

Ironhawk will provide Customer with technical support services for the Ironhawk Software, as described in and subject to the terms and conditions of the separate Extended Software Support, Maintenance, and Update Agreement, provided that Customer pays the required support fees in effect from time to time.

## 7. NO SOURCE CODE

Ironhawk will provide the Ironhawk Software in executable code form only. Customer shall have no right to access the source code for the Ironhawk Software under any circumstances under this License.

## 8. LIMITED WARRANTY AND DISCLAIMER OF LIABILITY

The Ironhawk Software provided under this License is a complex business tool. The successful installation and operation of the Ironhawk Software is dependent in large part on the skill of the Customer in designing and completing its implementation of the Ironhawk Software and upon the operating practices and procedures employed by the Customer in its use of the Ironhawk Software.

8.1 **Limited Warranty.** Ironhawk warrants that for a period of ninety (90) days from the date of delivery of the Ironhawk Software to Customer that:

(a) The original media which the Ironhawk Software is recorded on and the documentation provided with it are free from defects in material and workmanship under normal use. If there is a defect in any media or documentation, Ironhawk will replace the defective item without charge on an exchange basis.

(b) The Ironhawk Software will be free of Material Defects provided that the software is properly configured, installed, and operated by the Customer. In the event of a Material Defect, Ironhawk will either replace or correct the defective Ironhawk Software without additional charge. Ironhawk may at its option fulfill this obligation by exchanging with Customer corrective code or a corrected copy of the Ironhawk Software. This service may be provided by remote access to Customer's computer or by the delivery of tangible media depending on the nature of the problem. If for any reason Ironhawk is unable to cure such Material Defect after a reasonable effort, Ironhawk may, at its sole option refund the License Fees actually paid by Customer for the defective component.

8.2 **Remaining Warranty Period.** Items replaced under warranty will be warranted for the remainder of the original warranty term or thirty (30) days, whichever is greater.

8.3 **Exclusions.** Ironhawk does not warrant that the functions contained in the Ironhawk Software will meet Customer's requirements or that the operation of the Ironhawk Software will be uninterrupted or error free. The warranty does not cover any media or documentation which has been subjected to damage or abuse by Customer. The Ironhawk Software warranty does not cover any copy of the Ironhawk Software which has been altered or changed in any way by Customer except through the use of the tools provided by Ironhawk, used in accordance with the instructions in their documentation. Ironhawk is not responsible under this warranty for problems caused by changes in the operating characteristics of the computer hardware or operating systems which are made after the execution of this License or the delivery of the Ironhawk Software, whichever first occurs, nor for problems in the interaction of the Ironhawk Software with any other software unless it is provided or specified by Ironhawk.

8.4 **No Implied Warranties.** THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES AND ANY IMPLIED OR

STATUTORY WARRANTIES COVERING THE MEDIA, THE DOCUMENTATION, OR THE IRONHAWK SOFTWARE INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

**8.5 Obligations of Customer.** In order to obtain warranty replacements for any defective Ironhawk Software or documentation, Customer must contact Ironhawk's Technical Support Center during the warranty period. Customer must be able to provide Ironhawk's technical support representative with sufficient technical information about the nature of the apparent problem and the precise circumstances that give rise to the problem, to enable Ironhawk to reproduce the difficulty.

**8.6 Sole Remedies.** The warranties set forth above are in lieu of all other warranties, whether oral, written, express, or implied, and THE REMEDIES SET FORTH ABOVE ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. Only an authorized officer of Ironhawk may make modifications to this warranty, or additional warranties binding on Ironhawk. Accordingly, additional statements such as advertising or presentations, whether oral or written, do not constitute warranties by Ironhawk and should not be relied upon as such.

## **9. LIMITATION ON LIABILITY**

9.1 IN NO EVENT SHALL IRONHAWK'S TOTAL CUMULATIVE LIABILITY UNDER THIS LICENSE EXCEED THE LICENSE FEES PAID BY CUSTOMER HEREUNDER. CUSTOMER AGREES AND ACKNOWLEDGES THAT THE LICENSE FEES PAID TO IRONHAWK ARE BASED IN PART ON THE LIMITED WARRANTY AND LIMITATION OF LIABILITY AND REMEDY SET FORTH HEREIN.

9.2 IRONHAWK SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF IRONHAWK OR ITS AGENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **10. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INDEMNITY**

Ironhawk will defend or settle, at Ironhawk's expense, any action brought against Customer based on a claim that the Ironhawk Software, as provided in this License, infringes any U.S. patent, U.S. trademark, or any copyright provided that Customer, at Customer's expense: (a) notifies Ironhawk promptly in writing of such claim; (b) supplies Ironhawk with all available information, assistance and authority that Ironhawk requires to defend or settle the claim; and (c) that Customer permits Ironhawk to control the defense, compromise, or settlement of the claim.

Customer may not incur any cost or expense subject to this indemnity without the advance written consent of Ironhawk. If Ironhawk determines that the Ironhawk Software does or is likely to infringe the rights of a third party, Ironhawk may at its option: (a) procure at no cost to Customer the right to continue to use the Ironhawk Software in accordance with this License; (b) replace or modify the Ironhawk Software to avoid the infringement on an exchange basis; or (c) terminate this License and refund the License Fees paid by Customer for the use of the Ironhawk Software. Notwithstanding the foregoing, Ironhawk will have no obligation under this Section 10 with respect

to any infringement claim based on (i) any use of the Ironhawk Software not in accordance with this License; (ii) any use of the Ironhawk Software in combination with other products, equipment, software or data not supplied by Ironhawk, unless the infringement claim is directly and solely attributable to the Ironhawk Software; (iii) any use of any release of the Ironhawk Software other than the most current release made available to Customer; or (iv) any modification of the Ironhawk Software by any person other than Ironhawk. This Section 10 states Ironhawk's entire liability, and Customer's sole and exclusive remedy, for any infringement of any third party rights.

## **11. CONFIDENTIALITY**

**11.1 Nondisclosure of Ironhawk Confidential Information.** Customer agrees to maintain in confidence the Ironhawk Confidential Information by using at least the same physical and other security measures as Customer uses for its own confidential technical information, documentation and other intellectual property. Customer further agrees not to disclose the Ironhawk Confidential Information such as algorithms, business processes, application programming interfaces ("APIs") or any aspect thereof, to anyone other than such persons who (a) have a need to know or obtain access to such information in order to support Customer's use of the Ironhawk Software as authorized herein and (b) are bound to protect such information against any other use or disclosure. These obligations shall not apply to any information generally available to the public without violation of any obligation of confidentiality.

**11.2 Injunctive Relief.** Customer acknowledges that any use or disclosure of the Ironhawk Confidential Information or other confidential information in connection with the Ironhawk Software in a manner inconsistent with the provisions of this License may cause Ironhawk irreparable damage for which remedies other than injunctive relief may be inadequate, and Customer agrees that Ironhawk shall be entitled to seek from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

**11.3 Confidentiality of Terms.** Ironhawk and Customer agree that the terms and conditions of this License are confidential, and that neither party shall disclose the contents of this License without the prior written consent of the other except as expressly set forth herein.

## **12. USE OF CUSTOMER NAME; PRESS RELEASE**

Ironhawk requires Customer's express written consent to name Customer as a customer of Ironhawk and to use the name and applicable logo(s) of Customer in connection with: (a) Ironhawk's customer lists and marketing and promotional materials; and (b) a press release announcing the effectiveness of this License.

## **13. UNITED STATES GOVERNMENT USERS**

If the Customer is a branch or agency of the United States Government the following provision applies. The Ironhawk Software and any related documentation are "commercial items" as defined in 48 C.F.R. 2.101, are comprised of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policies set

forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227-7202-3.

## 14. GENERAL CONDITIONS

14.1 **Governing Law.** This License shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of Florida, without regard to the rules on conflict of laws. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. The place of making and the place of performance for all purposes shall be Florida regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be in the State of Florida. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this License that is not covered by the Arbitration provision.

14.2 **Injunctive Relief; Arbitration.** Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), all disputes, controversies, or differences which may arise between the parties, out of, in relation to, or in connection with this License, or the breach thereof, shall be finally settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the dispute arises. Any such arbitration shall be under the rules and administration of the American Arbitration Association., and all hearings shall be held in Florida. The arbitrator(s) shall enforce the express terms of this License, shall follow the applicable law where the License is silent on a matter in dispute, and shall have no authority to award punitive damages nor any damages expressly excluded by the terms of this License. All proceedings in any arbitration shall be conducted in the English language. The arbitrator's award may be enforced in any court of competent jurisdiction.

14.3 **Amendments.** This License sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions, proposals, advertising, or other exchanges between them. No modification of or amendment to this License, nor any waiver of any rights under this License, shall be effective unless in writing and signed by both parties to this License.

14.4 **Notices.** Any notice required or permitted by this License shall be in writing and shall be sent by facsimile and confirmed by prepaid express courier or certified mail addressed to the other party at the address shown on Exhibit A hereto or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given the earlier of the date of actual receipt or three (3) days after deposit in the mail.

14.5 **Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

14.6 **Severability.** If any provision or provisions of this License shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

14.7 **Transferability.** This License is not transferable and may not be assigned by Customer without the prior written consent of Ironhawk. Once transferred, this License shall be binding upon and be for the benefit of both the original and the substitute parties hereto, their successors and assignees.

14.8 **Attorney's Fees.** In any litigation or arbitration between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this License.

14.9 **Entire Agreement.** The parties' performance under this License shall be governed first in the order of precedence by the Software Value Added Reseller License Agreement and then by the terms and conditions contained in this License and any signed written amendments, supplements, extensions to it.

14.10 **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this License.

14.11 **Independent Contractor.** Ironhawk and Customer are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

14.12 **Counterparts.** This License may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Software License Agreement as of the Effective Date.

**IRONHAWK TECHNOLOGIES, INC.**

**CUSTOMER**

By: \_\_\_\_\_

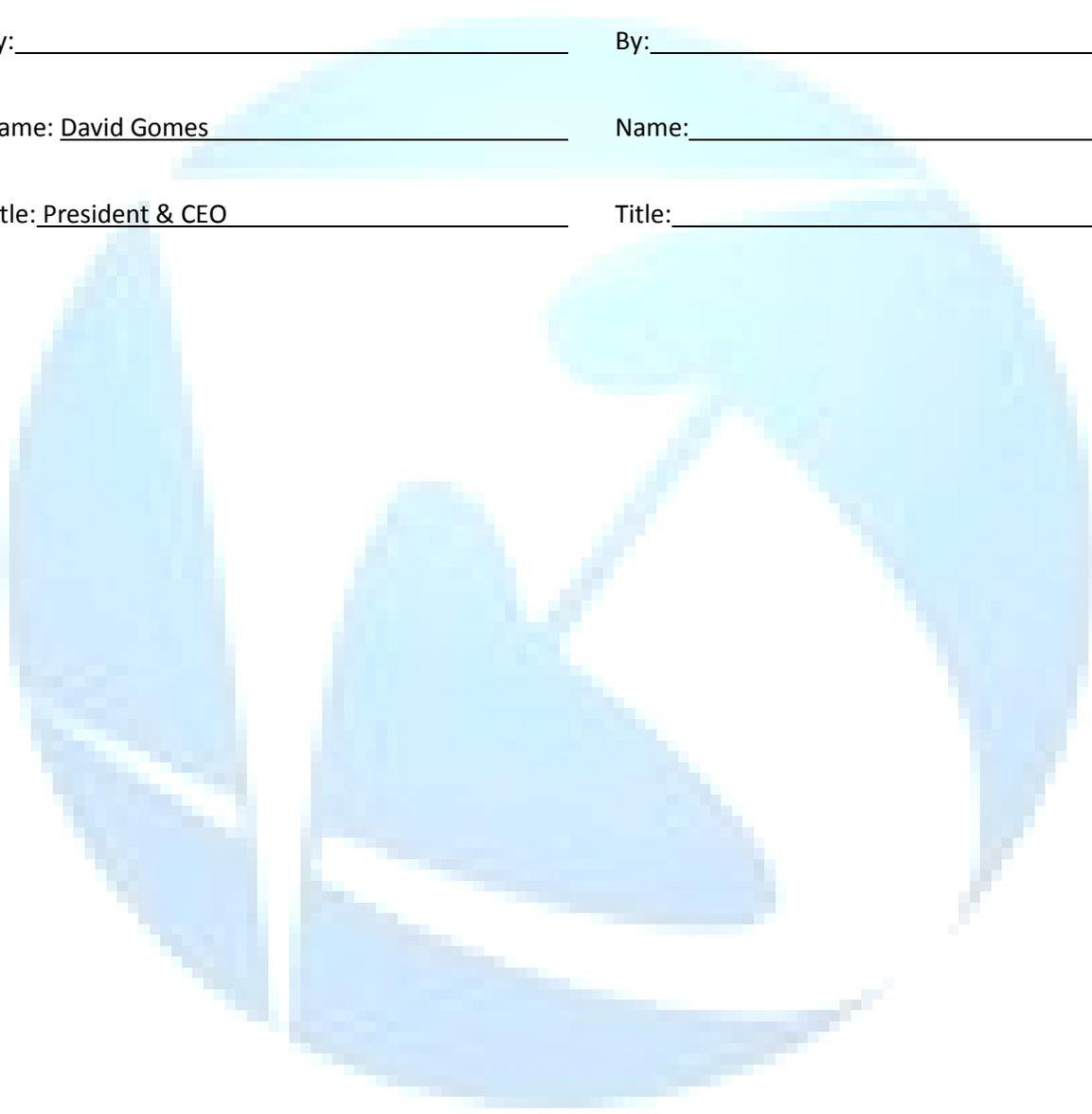
By: \_\_\_\_\_

Name: David Gomes

Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_



**EXHIBIT A**

**1. Type of License**

- Perpetual**
- Term (\_\_\_\_ Years)**

**2. Ironhawk Licensed Software, Number of Users, and License Fees:**

Product Identification	Number of Server License(s)	Simultaneous / Concurrent User Sessions Licensed	License Fee
			\$
Total License Fees			\$

**3. Payment Terms; Taxes:**

The total License Fees and all applicable taxes are payable upon the date(s) and in the manner described below:

\_\_\_\_\_

\_\_\_\_\_

**4. Location(s) of Installation:**

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

**5. Ironhawk Points of Contact:**

a. Contractual- David A. Gomes  
Chief Executive Officer  
1315 21<sup>st</sup> Street  
Manhattan Beach, CA 90266  
(310) 815-2800, Ext 6201  
[dgomes@ironhawk.com](mailto:dgomes@ironhawk.com)

b. Technical- Rupinder Gill  
Chief Technical Officer  
1315 21<sup>st</sup> Street  
Manhattan Beach, CA 90266  
310-815-2800, Ext 6204  
[janders@ironhawk.com](mailto:janders@ironhawk.com)

**IRONHAWK TECHNOLOGIES, INC.**

**Extended Software Support, Maintenance, and Update Agreement**

This Extended Software Support, Maintenance, and Update (the "Support Agreement") is entered into as of \_\_\_\_\_, 2009 (the "Effective Date") by and between Ironhawk Technologies, Inc., a Delaware corporation having its principal place of business at 6701 Center Drive West, Suite 700, Los Angeles, California 90045 ("Ironhawk"), and \_\_\_\_\_, a \_\_\_\_\_ corporation having its principal place of business at \_\_\_\_\_ ("Customer").

**BACKGROUND**

- A. The Customer has licensed the Ironhawk Software (as hereinafter defined) from Ironhawk pursuant to a License Agreement (the "License").
- B. The License provides Customer with a limited duration performance warranty, but does not provide for support, maintenance, or updates to the Ironhawk Software.
- C. Customer desires to enter into a supplemental agreement with Ironhawk to provide for support, maintenance, and updates to the Ironhawk Software.
- D. Ironhawk is willing to provide Customer with support and maintenance services for the Ironhawk Software and with updated versions of the Ironhawk Software as they may be made available by Ironhawk, in accordance with the terms of this Supplement.

**15. DEFINITIONS**

**"Ironhawk Confidential Information"** shall mean: (a) the Ironhawk Software and any technical information concerning or related to the Ironhawk Software, the related documentation, and all developer tools provided by Ironhawk hereunder; (b) Ironhawk's plans or forecasts regarding the future development of any particular software, service, or other product or any feature thereof; and (c) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is reduced or summarized in writing or other tangible form).

**"Ironhawk Technical Support Center"** shall mean Ironhawk's offices set forth on Exhibit A hereto.

**"Ironhawk Software"** shall mean the components of Ironhawk's \_\_\_\_\_ Software for which Customer has obtained a License, as set forth on Exhibit A hereto.

**"Standard Support, Maintenance, and Update Service"** shall mean those standard support services described in Section 2.1 hereof.

**"Support Fees"** shall mean those fees in consideration of this Support Agreement and the services provided herein, as described on Exhibit A hereto.

**16. SUPPORT SERVICES AND ERROR CORRECTIONS**

**16.1 Support Services.**

**Standard Support, Maintenance, and Update Service.** Pursuant to Ironhawk's Support Agreement, Ironhawk will provide Customer with commercially reasonable amounts of advice and assistance regarding the use of the Ironhawk Software. Customer's questions regarding the Ironhawk Software normally will be answered by telephone or email during Ironhawk's normal support hours and within one business day.

Ironhawk will provide telephone, facsimile, and email consultation from the Ironhawk Technical Support Center, or such other office as Ironhawk reasonably may designate from time to time. Collect calls will not be accepted. Ironhawk will provide service during Ironhawk's normal business hours, which are presently Monday through Friday, from 9:00 a.m. to 5:00 p.m. Pacific Time, Ironhawk holidays excepted. If Ironhawk's business hours are changed or extended during the term of this Supplement, Ironhawk will notify Customer of the change.

**16.2 Prioritization of Service.** Ironhawk will use commercially reasonable efforts to provide prompt technical assistance. However, Customers with inoperative or perceived inoperative software will receive technical assistance prior to those customers with less serious problems or technical questions.

**16.3 Error Corrections.** If the Ironhawk Software itself does not perform in substantial accordance with the specifications set forth in the documentation provided by Ironhawk or if there is an error in the documentation, Ironhawk will either replace or correct the defective Ironhawk Software or documentation. Ironhawk shall exercise a level of effort commensurate with the severity of the error, provided that Ironhawk shall have no obligation to correct all errors in the Ironhawk Software. Ironhawk will provide Customer with any known error avoidance or error bypass procedures as soon as possible after Customer notifies Ironhawk of a reproducible error that causes the Ironhawk Software to fail to conform to the specifications set forth in its documentation. In addition, Ironhawk will use commercially reasonable efforts to correct any reproducible non-conformity within a reasonable time after Ironhawk is able to verify and reproduce the reported error. This service may be provided by remote access to Customer's computer or by the delivery of tangible media depending on the nature of the problem.

**16.4 Limitations on Support.** This Support Agreement applies only to the operation of the Ironhawk Software when it is used under the conditions and in the environment for which it was designed as described in the License and the Ironhawk Software documentation. Ironhawk is not required to provide support under this Support Agreement for the Ironhawk Software if it has been altered by anyone other than Ironhawk unless such alteration was made at Ironhawk's express direction. Ironhawk does not guarantee that it will be able to correct all apparent errors.

**16.5 Inability to Correct.** If Ironhawk is unable to correct a material nonconformity between the Ironhawk Software and its documentation within a reasonable time, Ironhawk may offer Customer the choice terminating the pro-rata portion of this Support Agreement as the Customer's only remedy.

**16.6 Current Versions Only.** Ironhawk only will support the then current version, and one version previous, of the Ironhawk Software, and shall have no obligation to provide support or maintenance services to Customer under this Support Agreement if Customer fails to implement a

new version of the Ironhawk Software within thirty (30) days after it is delivered by Ironhawk if the difficulty giving rise to the support request would be cured by implementing the new version.

**16.7 Obligations of Customer.** Customer must provide Ironhawk with sufficient information about a suspected problem and the circumstances under which it occurred to allow Ironhawk to recreate the problem on Ironhawk's systems. Apparent problems should be reported by email, facsimile, or telephone to the Ironhawk Technical Support Center. Telephone reports should be followed up with a written error report in the form and providing the information requested by the Ironhawk Technical Support Center.

**16.8 Additional Services.** Additional services may be available from time to time on an extra cost basis. Any requests for services not described above should be directed to the designated Ironhawk Account Manager or to a Ironhawk Professional Services representative.

## **17. IRONHAWK SOFTWARE UPGRADE EXCHANGE SERVICE**

**17.1 Corrections and Enhancements.** Ironhawk will provide Customer with one (1) copy of any corrected or enhanced versions of the Ironhawk Software, which Ironhawk makes generally available for use by Ironhawk's customers during the term of this Support Agreement without additional charge on an exchange basis. Customer is authorized to replace each authorized copy of the Ironhawk Software that Customer covered under this Supplement. Customer's use of each version of the Ironhawk Software provided under this Support Agreement shall be subject to the same License terms and conditions as the original version of the Ironhawk Software being replaced.

**17.2 Documentation.** When Ironhawk delivers corrected or enhanced versions of the Ironhawk Software under this Supplement, it will include any documentation, instructions, or data conversion utilities that are reasonably necessary for the Customer to install and implement the new versions of the Ironhawk Software in the Customer's existing hardware and operating system platform, unless a hardware or operating system upgrade is required.

**17.3 Hardware Incompatibility.** If a hardware or operating system modification or update is necessary for an error correction or a new release of the Ironhawk Software to be compatible with Customer's hardware and operating system platform, Ironhawk will attempt to give Customer commercially reasonable advance notice of the upgrade requirements. Customer at its expense promptly shall make any hardware or operating system modifications that are required to correct problems in the performance of the Ironhawk Software.

**17.4 Compatibility with Unsupported Software.** If it becomes necessary to modify any application or other software that is not covered by this Support Agreement or another software support agreement between Customer and Ironhawk in order for that software to function with a new release of the Ironhawk Software, Customer shall make the required modifications at Customer's expense.

**17.5 New Software not Included.** New software that provides substantial numbers of new features or additional functionality that are not provided by the Ironhawk Software covered by the License will not be provided under this Supplement, but may be available from time to time at additional charge.

## 18. SERVICES NOT PROVIDED

Ironhawk will only provide the services and updates described in Sections 2 and 3 above under this Supplement. Consulting, installation and configuration on Customer's systems, end user training, custom programming, and other services are not included hereunder but may be available at additional cost under separate arrangements with Ironhawk. This Support Agreement does not include onsite service, and if Customer requests and Ironhawk agrees to provide onsite service, Customer shall pay an additional onsite service fee and reimburse Ironhawk for the costs of transportation, lodging, and meals incurred for its personnel to visit Customer's site.

## 19. CUSTOMER'S OBLIGATIONS

Ironhawk shall have no obligation to provide services under this Support Agreement unless all of the following conditions are met at all times this Support Agreement is in force:

19.1 **Current Account Balance.** All sums due Ironhawk under this Support Agreement must be paid in full on or before their due date. Ironhawk shall have no obligation to provide support services to Customer if its account is past due.

19.2 **Valid License.** There must be a signed License between Ironhawk and Customer authorizing Customer to use each copy of the Ironhawk Software to be supported under this Supplement.

19.3 **Technical Contacts.** Customer shall at all times have not less than two technically knowledgeable employees as its designated technical contacts. These technical contacts must have received training from Ironhawk on the installation, administration, and use of the Ironhawk Software. It is understood that these designated technical contacts will be the only personnel at the Customer's premises who will contact Ironhawk for support. In addition, one of the two designated technical contacts must be present at Customer's site at the time Ironhawk provides any support services. Customer's initial designated technical contacts are identified on Exhibit A hereto and may be changed from time to time by providing advanced written notice to Ironhawk.

19.4 **Current Version of Ironhawk Software.** All existing Ironhawk Software that Customer desires to have covered by this Support Agreement must be brought up to not less than one release before the current release level before Ironhawk begins providing services. The cost of upgrading any copies of the Ironhawk Software that Customer may have to that level is not included under this Supplement.

19.5 **Access.** Customer shall provide Ironhawk with secure remote access to Customer's computer systems that are running the Ironhawk Software. The access protocols and passwords to be used for this access will be determined by each party's technical contacts from time to time.

## 20. CONFIDENTIALITY AND NONSOLICITATION

20.1 **Disclosure of Confidential Information.** Ironhawk shall treat any Customer information it encounters on Customer's computer systems while providing services under this Support Agreement as being confidential and only will use such information to the extent necessary to provide services to Customer. Ironhawk shall use commercially reasonable care to prevent any other use or disclosure of the confidential information.

20.2 **Exceptions.** Confidential information shall not include any information which: (a) is already known to Ironhawk at the time of disclosure through lawful channels of communication; (b) is or becomes publicly known through no wrongful act of Ironhawk; (c) is rightfully received from a third party without similar restriction and without breach of this Supplement; (d) is independently developed by Ironhawk without breach of this Supplement; (e) is furnished to a third party by Customer without a similar restriction on the third party's rights; (f) is approved for release by written authorization of Customer; or (g) is disclosed to the government by reason of a governmental requirement or to a court by reason of operation of law.

20.3 **Liability.** Neither party shall be liable for: (a) inadvertent disclosure or use of confidential information provided that, (i) it used reasonable care in safeguarding such confidential information, and (ii) upon discovery of such inadvertent disclosure or use of such confidential information, Ironhawk endeavors to prevent any further inadvertent disclosure or use; or (b) unauthorized disclosure or use of confidential information by persons who are or who have been in its employ, unless it fails to obtain from its employees a written agreement to protect the confidentiality of confidential information in its possession.

20.4 **No Solicitation.** Customer shall not directly or indirectly solicit or otherwise attempt to induce the employees or contractors of Ironhawk to leave their present employment or to go to work or perform consulting services without Ironhawk's consent. This restriction shall apply during the term of this Support Agreement and for a period of one (1) year following its final termination.

20.5 **Nondisclosure of Ironhawk Confidential Information.** Customer agrees to maintain in confidence the Ironhawk Confidential Information by using at least the same physical and other security measures as Customer uses for its own confidential technical information, documentation and other intellectual property. Customer further agrees not to disclose the Ironhawk Confidential Information, or any aspect thereof, to anyone other than such persons who (a) have a need to know or obtain access to such information in order to support Customer's use of the Ironhawk Software as authorized herein and (b) are bound to protect such information against any other use or disclosure. These obligations shall not apply to any information generally available to the public without violation of any obligation of confidentiality.

20.6 **Injunctive Relief.** Ironhawk and Customer each acknowledge that any use or disclosure of the Ironhawk Confidential Information or other confidential information in connection with the Ironhawk Software or confidential information of the Customer in a manner inconsistent with the provisions of this Support Agreement may cause the disclosing party irreparable damage for which remedies other than injunctive relief may be inadequate, and each agrees that the other party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such use or disclosure in addition to other appropriate remedies.

20.7 **Confidentiality of Terms.** Ironhawk and Customer agree that the terms and conditions of this Support Agreement are confidential, and that neither party shall disclose the contents of this Support Agreement without the prior written consent of the other except as expressly set forth herein.

## 21. DISCONTINUING AND RESTARTING SERVICE

If Customer discontinues service for a period, and wishes to restart service, Ironhawk will charge Customer to bring the Ironhawk Software up to the then current release level as well as a testing and re-certification fee before offering Customer a new support supplement.

## 22. FEES, TERM, AND TERMINATION

22.1 **Support Fees.** In consideration of this Support Agreement and the services to be provided hereunder, Customer shall pay to Ironhawk the Support Fees upon the terms and in the manner described on Exhibit A hereto. All Support Fees provided for under this Support Agreement are exclusive of applicable taxes, and Customer agrees to bear and be responsible for the payment of all taxes, assessed by any level of government, including, but not limited to, all sales, use, VAT, rental receipt, import, export, personal property or other taxes which may be levied or assessed in connection with the provision or use of the services provided hereunder as well as the delivery, installation, or use of any updates to the Ironhawk Software provided under this Supplement, except for taxes based on Ironhawk's net income that are assessed by the United States or one of its subdivisions.

22.2 **Terms.** This Support Agreement shall take effect on the effective date specified above and shall continue in force for an initial term of twelve (12) months. Thereafter, this Agreement shall automatically renew for an additional twelve (12) months each time it expires unless one party gives the other written notice at least sixty (60) days before the expiration of any term that it wishes to change the terms of this Agreement or that it does not wish the Agreement to renew after the expiration of the current term. If either notice is given, this Agreement shall expire at the end of the then current twelve month term unless the parties agree to the terms of a new Extended Software Support, Maintenance, and Update Service Agreement.

### 22.3 Early Termination.

(a) **By Customer.** Notwithstanding the normal term set forth on Exhibit A hereto, Customer may terminate this Support Agreement at any time on sixty (60) days written notice. If written notice of termination by Customer becomes effective prior to the expiration date of the current term of this Supplement, Ironhawk will not refund any amount for the remaining unused months of the Supplement; provided, however, that if Customer terminates this Support Agreement because of Ironhawk's failure to correct a material, nonconformity within a reasonable time under Section 2.5, Ironhawk will refund, prorated on a monthly basis, an amount covering the remaining months of the Supplement.

(b) **By Ironhawk.** Ironhawk will not terminate this Support Agreement except for non-payment, breach of contract, or failure of Customer to assist Ironhawk in good faith in its efforts to provide the services described in this Supplement. Ironhawk will provide ten (10) days prior written notice of any such termination. If Ironhawk gives written notice of termination that becomes effective prior to the expiration date of this Supplement, Ironhawk will refund, prorated on a monthly basis, an amount covering the remaining months of the Supplement.

## 23. WARRANTY

IRONHAWK MAKES AND CUSTOMER RECEIVES NO WARRANTIES EXPRESS, IMPLIED, OR OTHERWISE AND WITH REGARD TO THE SERVICES PROVIDED HEREUNDER, (INCLUDING THE STANDARD SUPPORT, MAINTENANCE, AND UPDATE SERVICE) OR ANY ITEM TO BE DELIVERED UNDER THE TERMS OF THIS AGREEMENT AND ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED.

## 24. LIMITATION OF LIABILITY

24.1 IRONHAWK'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS RECEIVED BY IRONHAWK FROM THE CUSTOMER PURSUANT TO THIS AGREEMENT.

24.2 IRONHAWK SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF IRONHAWK OR ITS AGENT HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 25. GENERAL CONDITIONS

25.1 **Governing Law.** This Support Agreement shall in all respects be interpreted, construed in accordance with, and governed by the internal laws of the State of California, without regard to the rules on conflict of laws. The parties exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable. The place of making and the place of performance for all purposes shall be Los Angeles, California regardless of the actual place of execution or performance. In the event of any litigation between the parties, the parties stipulate that the sole and exclusive jurisdiction for such action shall be in the State Courts for the County of Los Angeles, California or the United States District Court for the Southern District of California. Both parties agree that the above referenced courts shall have personal and exclusive jurisdiction over the parties for any dispute arising out of this Support Agreement that is not covered by the Arbitration provision.

25.2 **Injunctive Relief and Arbitration.** Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm pending the selection and confirmation of the arbitrator(s), all disputes, controversies, or differences which may arise between the parties, out of, in relation to, or in connection with this Supplement, or the breach thereof, shall be finally settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association in effect as of the date the dispute arises. Any such arbitration shall be under the rules and administration of the American Arbitration Association's Los Angeles office, and all hearings shall be held in the city of Los Angeles, California. The arbitrator(s) shall enforce the express terms of this Supplement, shall follow the applicable law where the Support Agreement is silent on a matter in dispute, and shall have no authority to award punitive damages nor any damages expressly excluded by the terms of this Supplement. All proceedings in any arbitration shall be conducted in the English language. The arbitrator's award may be enforced in any court of competent jurisdiction.

25.3 **Amendments.** This Support Agreement and the License sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions, proposals, advertising, or other exchanges between. No modification of or amendment to this Supplement, nor any waiver of any rights under this Supplement, shall be effective unless in writing and signed by both parties to this Supplement.

25.4 **Notices.** Any notice required or permitted by this Support Agreement shall be in writing and shall be sent by facsimile and confirmed by prepaid express courier or certified mail addressed to the other party at the address shown on Exhibit A hereto or at such other address for which such party gives notice hereunder. Such notice shall be deemed to have been given the earlier of the date of actual receipt or three (3) days after deposit in the mail.

25.5 **Force Majeure.** Nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers, or contractors, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

25.6 **Severability.** If any provision or provisions of this Support Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

25.7 **Transferability.** This Support Agreement is not transferable and may not be assigned by Customer without the prior written consent of Ironhawk. Once transferred, this Support Agreement shall be binding upon and be for the benefit of both the original and the substitute parties hereto, their successors and assignees.

25.8 **Attorney's Fees.** In any litigation or arbitration between the parties, the prevailing party shall be entitled to reasonable attorney fees and all costs of proceedings incurred in enforcing this Supplement.

25.9 **Entire Agreement.** Ironhawk rejects any and all printed terms and conditions contained on any purchase order or other ordering document submitted by Customer now and hereafter. The parties' performance under this Support Agreement shall be governed exclusively by the terms and conditions contained in this Support Agreement and any signed written amendments, supplements, or extensions to it.

25.10 **Headings.** Section headings are for convenience only and shall not be considered in the interpretation of this Supplement.

25.11 **Independent Contractor.** Ironhawk and Customer are and shall remain independent contractors. Neither party is the representative or agent of the other and neither party shall have any power to assume any obligations on behalf of the other.

25.12 **Counterparts.** This Support Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Extended Software Support, Maintenance, and Update Support Agreement as of the Effective Date.

**IRONHAWK TECHNOLOGIES, INC.**

**CUSTOMER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



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2. **Maintenance Options:**

3. **Support Fees, Other Fees and Payment Terms:**

(a) Fees:

Standard Support	\$
	\$
Total	\$

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(b) The Support Fees and applicable taxes are payable as follows:

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4. **Customer Technical Contact Information:**

Name:	Address:	Email Address:	Telephone:
_____	_____	_____	_____

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Name:	Address:	Email Address:	Telephone:
_____	_____	_____	_____

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5. **Ironhawk Technical Support Center:**

Ironhawk Technical Support Center

**Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

6. **Ironhawk Contractual Contact:**

David A. Gomes

1315 21<sup>st</sup> Street

Manhattan Beach, CA 90266

(310) 815-2800

dgomes@ironhawk.com