

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
Authorized Federal Supply Schedule Price List

On-Line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create and electronic delivery order are available through GSA *Advantage!*, a menu –driven database system. The INTERNET address GSA *Advantage!* is: GSAAdvantage.gov

GSA SCHEDULE 70

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

Contract Number: GS-35F-0161V
Period Covered by Contract: 01-09-2014 through 01-08-2019
Pricelist current through Modification # PS-0021, dated August 13, 2014.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov/>



NetCentric Technologies, Inc.
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3
613-270-9582 (Phone)
613-270-0574 (Fax)
www.commonlook.com

“Prices Shown Herein are NET (discount deducted)”

CUSTOMER INFORMATION

1a. DESCRIPTION OF SOFTWARE OFFERED

Product: CommonLook Office

This product is provided under the following Special Item Numbers:

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

CommonLook Office is an add-in to Microsoft Word and PowerPoint. CommonLook Office makes accessibility and Section 508 compliance an integral part of the authoring process in MS Word and PowerPoint. Intended to be as easy to use as spell check, CommonLook Office enables organizations to greatly improve the quality and quantity of accessible MS Word and PowerPoint documents and to generate accessible PDF documents. Use of CommonLook Office does not require prior knowledge of accessibility as the Accessibility Wizard presents simple-to-understand instructions that guide the user through Section 508 and other important accessibility checkpoints.

Features and Benefits

- Support for MS Word & MS PowerPoint
- Create Accessible PDF files from both of Microsoft's most popular authoring applications
- Step-by-Step Simplicity
- Move through checkpoints in order, then make an accessible PDF
- Comprehensive Preparation
- Content preparation checkpoints for (almost) any situation
- Complete Section 508 Verification
- Detailed coverage of all Section 508 requirements
- Style Mapping
- Manage style usage and mapping to PDF tags
- Table Formatting
- Manage simple, complex, and presentation tables
- More than just Section 508 (including many WCAG 2.0 Checkpoints)
- Ensure headings are present and nested correctly, validate lists, and more
- Upgraded User Interface
- Improved checkpoints and all-new documentation

Equipment/ Software

Required

MS Word 2007, MS Word 2010 & MS Word 2013 (32 and 64 bit)

MS PowerPoint 2007 & MS PowerPoint 2010 (32 and 64 bit)

Windows Operating Systems: Windows 8, 7, Vista or XP

Internet Browser: Internet Explorer 6.0 or later required

Product: CommonLook PDF GlobalAccess

This product is provided under the following Special Item Numbers:

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

CommonLook PDF GlobalAccess is the optimal solution for Federal and state agencies, corporations and non-governmental organizations that want to ensure their PDF holdings are accessible and meet the requirements of Section 508 (29 U.S.C. 794d) of the Rehabilitation Act

Using CommonLook PDF GlobalAccess, you can easily and quickly determine if your PDF documents meet all the applicable Section 508 requirements. Furthermore, CommonLook helps correct the most common accessibility problems, including the proper tagging of images, tables, forms and other non-textual objects. A compliance report makes it possible, for PDF authors, to get detailed information on the accessibility problems so they can be corrected.

Features and Benefits

- Far faster and more efficient than using Adobe Acrobat alone for PDF accessibility work.
- Methodically ensures conformance with WCAG 2.0 AA, PDF/UA-1, Section 508, and HHS accessibility standards.
- Supports structural validation based on ISO 32000-1:2008.
- Supports documents with structure spanning multiple pages and structure that moves between pages (newspaper-style articles).
- Powerful, time-saving tools for tags search, manipulation, merge, and conversion.
- Powerful, time-saving tools for table accessibility, list accessibility, and table of contents.
- Allows users to verify and correct tagging order and semantics in a dedicated, auditable workflow.
- Alerts user to incorrect structuring of tables, lists, and tables of contents.
- Automatically detects and repairs a variety of common problems in PDF files.
- Dramatically reduces the time required to correct existing PDF documents.
- Output PDF files are verified by the software or the operator, as appropriate to each checkpoint.
- Generates a checkpoint-by-checkpoint, element-by-element report accepted by the US Department of Health and Human Services (HHS) and other Federal agencies.
- Extensive reporting including the Matterhorn Protocol.
- Support for automatic Bookmark-generation (based on heading levels).

Standard Vs Advanced

CommonLook PDF GlobalAccess is available in two editions: Standard and Advanced. Both editions provide support for a number of accessibility verification and remediation features, as well as multiple standards including Section 508, Structural validation based on ISO 32000-1:2008, WCAG 2.0 AA Checkpoints, PDF/UA 1.0 Checkpoints and HHS Accessibility Checkpoints.

The Advanced edition further provides support for a number of additional features and bulk remediation operations including quality validation, valid annotation actions, empty tags and empty tags with alternative text, tag operations such as merging and conversion, generation of various tagging structures from selection, linearization and “Tag Similar” which allows for smart tagging based on similar attributes.

Equipment/ Software Required.

Windows 8, 7, Vista or XP and Adobe® Acrobat® Professional 6.0 or later. Windows Internet Explorer 6.0 SP1 or later is also required.

Product: CommonLook Clarity

This product is provided under the following Special Item Numbers:

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

CommonLook Clarity is the leading solution that provides management, IT and content authors with the tools and methodology to effectively measure the compliance level of the enterprise and to correct compliance problems within a framework built on the proven CommonLook PDF verification and remediation technology. The framework provides flexible configurations that facilitate the roll-out of section 508 and accessibility practices to the author level for maximum impact.

Equipment/ Software Required.

Client: Windows Internet Explorer 6.0 or later.

Server: IIS Version 6 or later.

Database: MS SQL Server.

Product: CommonLook Suite

This product is provided under the following Special Item Numbers:

Special Item No. 132-32 Term Software Licenses

Special Item No. 132-33 Perpetual Software Licenses

CommonLook Suite includes CommonLook Office and CommonLook PDF GlobalAccess.

1b. PRICING

#	SIN	PRODUCT NUMBER (GSA)	PRODUCT DESCRIPTION (GSA)	GSA PRICE (Including IFF)
1	132-32	4120-0G-04-5	CommonLook PDF Global Access Standard (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 5 to 50. Installation Multiplier: 1	\$552.75
2	132-32	4120-0G-04-51	CommonLook PDF Global Access Standard (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 51 to 100. Installation Multiplier: 1	\$503.01
3	132-32	4120-0G-04-101	CommonLook PDF Global Access Standard (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 101 to 250. Installation Multiplier: 1	\$449.11
4	132-32	4120-0G-04-251	CommonLook PDF Global Access Standard (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 251 to 500. Installation Multiplier: 1	\$323.36
5	132-32	4120-0G-04-501	CommonLook PDF Global Access Standard (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 501 to 1000+. Installation Multiplier: 1	\$221.56
6	132-32	4120-0G-04-IU	CommonLook PDF Global Access Standard Additional Installation (LICENSING MODEL: ANNUAL SUBSCRIPTION)	\$11.52
7	132-33	4120-0G-01-1	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER)	\$997.26
8	132-33	4120-0G-01-5	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 5-PACK	\$4,836.60
9	132-33	4120-0G-01-10	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 10-PACK	\$9,588.76
10	132-33	4120-0G-01-15	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 15-PACK	\$14,152.83
11	132-33	4120-0G-01-25	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 25-PACK	\$22,998.44
12	132-33	4120-0G-01-50	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 50-PACK	\$44,105.23
13	132-33	4120-0G-01-75	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 75-PACK	\$64,430.48
14	132-33	4120-0G-01-100	CommonLook PDF Global Access Standard (LICENSING MODEL: NAMED USER) 100-PACK	\$76,003.79
15	132-32	4120-0G-02-1	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE)	\$199.45

#	SIN	PRODUCT NUMBER (GSA)	PRODUCT DESCRIPTION (GSA)	GSA PRICE (Including IFF)
16	132-32	4120-0G-02-5	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 5-PACK	\$967.32
17	132-32	4120-0G-02-10	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 10-PACK	\$1,917.75
18	132-32	4120-0G-02-15	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 15-PACK	\$2,830.57
19	132-32	4120-0G-02-25	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 25-PACK	\$4,599.69
20	132-32	4120-0G-02-50	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 50-PACK	\$8,821.05
21	132-32	4120-0G-02-75	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 75-PACK	\$12,886.10
22	132-32	4120-0G-02-100	Support and Maintenance for CommonLook PDF Global Access Standard (LICENSING MODEL: SUPPORT AND MAINTENANCE) 100-PACK	\$15,200.76
23	132-32	4125-0G-04-5	CommonLook PDF Global Access Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 5 to 50. Installation Multiplier: 1	\$718.58
24	132-32	4125-0G-04-51	CommonLook PDF Global Access Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 51 to 100. Installation Multiplier: 1	\$653.91
25	132-32	4125-0G-04-101	CommonLook PDF Global Access Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 101 to 250. Installation Multiplier: 1	\$583.85
26	132-32	4125-0G-04-251	CommonLook PDF Global Access Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 251 to 500. Installation Multiplier: 1	\$420.37
27	132-32	4125-0G-04-501	CommonLook PDF Global Access Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 501 to 1000+. Installation Multiplier: 1	\$288.03
28	132-32	4125-0G-04-IU	CommonLook PDF Global Access Advanced Additional Installation (LICENSING MODEL: ANNUAL SUBSCRIPTION)	\$14.97
29	132-33	4125-0G-01-1	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER)	\$1,296.44
30	132-33	4125-0G-01-5	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 5-PACK	\$6,287.59
31	132-33	4125-0G-01-10	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 10-PACK	\$12,465.39
32	132-33	4125-0G-01-15	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 15-PACK	\$18,398.67

#	SIN	PRODUCT NUMBER (GSA)	PRODUCT DESCRIPTION (GSA)	GSA PRICE (Including IFF)
33	132-33	4125-0G-01-25	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 25-PACK	\$29,897.97
34	132-33	4125-0G-01-50	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 50-PACK	\$57,336.79
35	132-33	4125-0G-01-75	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 75-PACK	\$83,759.63
36	132-33	4125-0G-01-100	CommonLook PDF Global Access Advanced (LICENSING MODEL: NAMED USER) 100-PACK	\$98,804.92
37	132-32	4125-0G-02-1	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE)	\$259.29
38	132-32	4125-0G-02-5	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 5-PACK	\$1,257.52
39	132-32	4125-0G-02-10	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 10-PACK	\$2,493.08
40	132-32	4125-0G-02-15	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 15-PACK	\$3,679.73
41	132-32	4125-0G-02-25	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 25-PACK	\$5,979.59
42	132-32	4125-0G-02-50	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 50-PACK	\$11,467.36
43	132-32	4125-0G-02-75	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 75-PACK	\$16,751.93
44	132-32	4125-0G-02-100	Support and Maintenance for CommonLook PDF Global Access Advanced (LICENSING MODEL: SUPPORT AND MAINTENANCE) 100-PACK	\$19,760.98
45	132-33	4120-UG-02-1	Upgrade CommonLook Standard to Advanced. Licensing Model: NAMED USER	\$418.85
46	132-32	4120-UG-04-1	Upgrade CommonLook Standard to Advanced. Licensing Model: ANNUAL SUBSCRIPTION. 1 Concurrent User	\$232.16
47	132-32	4120-UG-04-IU	Upgrade CommonLook PDF Global Access Standard Additional Installation to Advanced (LICENSING MODEL: ANNUAL SUBSCRIPTION)	\$4.84
48	132-33	4000-1G-01-1	CommonLook Office Professional (LICENSING MODEL: NAMED USER)	\$459.86
49	132-33	4000-1G-01-5	CommonLook Office Professional 5-Pack (LICENSING MODEL: NAMED USER)	\$1,918.52

#	SIN	PRODUCT NUMBER (GSA)	PRODUCT DESCRIPTION (GSA)	GSA PRICE (Including IFF)
50	132-33	4000-1G-01-10	CommonLook Office Professional 10-Pack (LICENSING MODEL: NAMED USER)	\$3,586.92
51	132-33	4000-1G-01-15	CommonLook Office Professional 15-Pack (LICENSING MODEL: NAMED USER)	\$5,242.42
52	132-33	4000-1G-01-25	CommonLook Office Professional 25-Pack (LICENSING MODEL: NAMED USER)	\$8,507.43
53	132-33	4000-1G-01-50	CommonLook Office Professional 50-Pack (LICENSING MODEL: NAMED USER)	\$16,555.01
54	132-33	4000-1G-01-75	CommonLook Office Professional 75-Pack (LICENSING MODEL: NAMED USER)	\$24,142.72
55	132-33	4000-1G-01-100	CommonLook Office Professional 100-Pack (LICENSING MODEL: NAMED USER)	\$31,270.57
56	132-32	4000-1G-02-1	Annual S&M for CommonLook Office Professional (LICENSING MODEL: NAMED USER)	\$91.97
57	132-32	4000-1G-02-5	Annual S&M for CommonLook Office Professional 5-Pack (LICENSING MODEL: NAMED USER)	\$383.70
58	132-32	4000-1G-02-10	Annual S&M for CommonLook Office Professional 10-Pack (LICENSING MODEL: NAMED USER)	\$717.38
59	132-32	4000-1G-02-15	Annual S&M for CommonLook Office Professional 15-Pack (LICENSING MODEL: NAMED USER)	\$1,048.48
60	132-32	4000-1G-02-25	Annual S&M for CommonLook Office Professional 25-Pack (LICENSING MODEL: NAMED USER)	\$1,701.49
61	132-32	4000-1G-02-50	Annual S&M for CommonLook Office Professional 50-Pack (LICENSING MODEL: NAMED USER)	\$3,311.00
62	132-32	4000-1G-02-75	Annual S&M for CommonLook Office Professional 75-Pack (LICENSING MODEL: NAMED USER)	\$4,828.54
63	132-32	4000-1G-02-100	Annual S&M for CommonLook Office Professional 100-Pack (LICENSING MODEL: NAMED USER)	\$6,254.11
64	132-32	4000-1G-04-1	CommonLook Office Professional (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 1 . Installation Multiplier: 1	\$306.32
65	132-32	4000-1G-04-IU	CommonLook Office Professional Additional Concurrent User (LICENSING MODEL: ANNUAL SUBSCRIPTION)	\$7.68
66	132-32	4150-0G-04-1	CommonLook Suite Professional (LICENSING MODEL: ANNUAL SUBSCRIPTION) Number of Concurrent Users: 1 . Installation Multiplier: 1	\$871.16

#	SIN	PRODUCT NUMBER (GSA)	PRODUCT DESCRIPTION (GSA)	GSA PRICE (Including IFF)
67	132-32	4150-0G-04-IU	CommonLook Suite Professional Additional Concurrent User (LICENSING MODEL: ANNUAL SUBSCRIPTION)	\$19.25
68	132-33	4160-4G-01-1	CommonLook Clarity DESKTOP EDITION LICENSING MODEL: NAMED USER. Up to 2000 PDFs. Quantity: 1	\$3,617.47
69	132-32	4160-4G-02-1	Annual S&M for CommonLook Clarity DESKTOP EDITION LICENSING MODEL: 1 User Desktop. 1 domain. Quantity: 1	\$723.49
70	132-32	4160-CG-04-1	CommonLook Clarity Cloud – up to 20,000 PDF files. LICENSING MODEL: Annual Subscription	\$12,000.00
71	132-32	4160-CG-04-10P	CommonLook Clarity Cloud – License Pack for 10,000 additional PDFs. LICENSING MODEL: Annual Subscription	\$3,838.58

2. Maximum Order:

The Maximum Order 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

3. Minimum Order:

The minimum dollar value of orders to be issued is \$50.00

4. Geographic Coverage (Delivery Area):

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.

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.

5. Point(s) of Production: Ottawa, Ontario, Canada

6. Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity Discounts: None

8. Prompt Payment Terms: 0% - any days from receipt of invoice or date of acceptance, whichever is later.

9a. The Contractor accepts credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders

9b. Credit cards will not be acceptable for payment above the micro-purchase threshold.

10. Foreign Items (list items by country of origin):

All items are produced in Canada.

11a. 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)
132-32	<u>5</u> Days
132-33	<u>5</u> Days

11b. Expedited Delivery: N/A

11c. Overnight and 2-Day Delivery: N/A

11d. 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

12. F.O.B. Point(s)

13a. Ordering Address(es)

NetCentric Technologies, Inc.
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3
613-270-9582 (Phone)
613-270-0574 (Fax)

13b. Ordering Procedures:

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

14. Payment Address:

NetCentric Technologies, Inc.
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3
613-270-9582 (Phone)
613-270-0574 (Fax)

CONTRACT TERMS AND CONDITIONS

15. Warranty Provision

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) 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.

(2) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

16. Export packing charges: N/A

17. Credit cards will be acceptable for payment above the micro-purchase threshold.

18. Terms and conditions of rental, maintenance and repair: N/A

19. Terms and Conditions of Installation

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 received 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.

20. Terms and conditions of repair part indicating date of parts price list and any discounts from list prices – N/A

20a. Terms and conditions of any other services – N/A

21. List of service and distribution points (if applicable): N/A

22. List of participating dealers (if applicable):

NetCentric Technologies Inc. (Duns # 962712928)
Metro Center
1200 G Street NW Suite 800
Washington, DC 20005
Tel: 202.661.2180

23. Preventative maintenance (if applicable): N/A

24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants.): N/A

24b. 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:

<http://www.commonlook.com/about/website-accessibility/>

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

25. Data Universal Number System (DUNS): 253666036

26. Contractor has registered with the Central Contractor Registration Database (CCR)

ANNEX A: License Agreements

1. CommonLook Clarity License Agreement

NetCentric Technologies Inc. Software License Agreement

IMPORTANT! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, THEN YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT PRIOR TO DOWNLOADING, INSTALLING, USING OR COPYING THIS SOFTWARE.

NON-U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE NOT A U.S. GOVERNMENT CUSTOMER, THEN BY CLICKING ON THE "ACCEPT" BUTTON, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, OR DOWNLOADING THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT DOWNLOAD, INSTALL, USE OR COPY THIS SOFTWARE.

ALL CUSTOMERS

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. THE ACTIVATION TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE ACTIVATION PROCESS DESCRIBED IN THE SOFTWARE OR DOCUMENTATION.

NetCentric Technologies, Legal Department, 300 March Road, Suite 205, Kanata, Ontario, Canada K2K 2E2

1. GRANT OF SOFTWARE LICENSE

This License Agreement ("Agreement") is between You (either an individual or a single legal entity) and NetCentric Technologies Inc ("NetCentric"), a company incorporated under the laws of the province of Ontario, Canada. This Agreement governs the computer software (including online and electronic documentation) and any associated media and printed materials (hereinafter collectively referred to as "Software"). This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Software that NetCentric may provide or make available to You unless NetCentric provides other terms with the update, supplement, add-on component, or Internet-based services component.

NetCentric grants to You a nonexclusive and nontransferable license ("License") to use the Software in object code form on a single central processing unit owned or leased by You.

Subject to the type of License purchased, the Software may be limited to processing a specified number of pages. If such limitation exists then the Software may cease operations after the specified number of pages has been processed.

You may make one (1) archival copy of the Software provided You affix to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, YOU SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

2. INTELLECTUAL PROPERTY OWNERSHIP

The Software and any authorized copies that you make are the intellectual property of and are owned by NetCentric. You agree that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of NetCentric. You agree not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of NetCentric. You agree to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software shall remain solely with NetCentric.

3. LIMITED WARRANTY

NetCentric warrants that for a period of ninety (90) days from the date of shipment from NetCentric or Software download: (i) the media on which the Software is furnished, if any, will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to You as the original licensee. Your exclusive remedy and the entire liability of NetCentric and its suppliers under this limited warranty will be, at NetCentric's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to You. In no event does NetCentric warrant that the Software is error free or that You will be able to operate the Software without problems or interruptions.

This warranty does not apply if the Software (a) has been altered, except by NetCentric, or (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NetCentric.

The above warranty DOES NOT apply to any pre-release (beta) software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which NetCentric does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

4. DISCLAIMER

EXCEPT AS SPECIFIED IN THE FOREGOING LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW IN YOUR JURISDICTION.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL NETCENTRIC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A NETCENTRIC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NETCENTRIC'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. NetCentric is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

6. EDUCATIONAL SOFTWARE PRODUCT

If the Software is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), You are not entitled to use the Software unless You qualify in your jurisdiction as an Educational End User.

7. PRE-RELEASE (BETA) SOFTWARE

If the Software is pre-commercial release software ("Beta Software"), then this Section applies. The Beta Software is a pre-release version, does not represent final product from NetCentric, and may contain bugs, errors and other problems that could cause system or other failures and data loss. NetCentric may never commercially release the Beta Software. You will return or destroy all copies of Beta Software upon request by NetCentric or upon NetCentric 's commercial release of such Software. YOUR USE OF BETA SOFTWARE IS AT YOUR OWN RISK. All such Software is provided AS IS without any warranty whatsoever.

8. EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE SOFTWARE

If the Software is evaluation, starter, product sampler, or NOT FOR RESALE software ("Evaluation Software"), then the following Section applies. The Evaluation Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. Such software may cease operations after a designated period of time or number of launches following installation. The license hereunder

will terminate after such period or number of launches unless extended by NetCentric upon your acquisition of a full retail license. All such Software is provided AS IS without any warranty whatsoever.

9. ONLINE SERVICES

The Software may rely upon or facilitate your access to websites maintained by NetCentric offering goods, information, software and services ("Online Services"). Your access to and use of any website is governed by the terms, conditions, disclaimers and notices found on such site. NetCentric may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

10. GENERAL

This License is effective until terminated. You may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from NetCentric if You fail to comply with any provision of this License. Upon termination, You must destroy all copies of the Software.

The Software, including technical data, is subject to U.S. and Canadian export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import Software.

If You acquired this Software in the United States, this Agreement is governed by the laws of the State of Connecticut. If You acquired this Software in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of Ontario. If You acquired this Software in the European Union, Iceland, Norway or Switzerland, then local law applies. If You acquired this Software in any other country, then local law may apply.

If You are a U.S. Government Customer, this Agreement is governed by Federal Law and heard in a U.S. District Court (28 U.S.C. 1346) or the U.S. Court of Federal Claims (28 U.S.C. 1491).

If any portion this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

This is the entire agreement between NetCentric and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT AND RETURN IT TO NETCENTRIC TECHNOLOGIES, INC., 320 MARCH ROAD, SUITE 602, KANATA, ONTARIO, CANADA K2K 2E3

ACCEPTED BY:

Name
Title
NetCentric Technologies, Inc.
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3

_____ Date

Name
Title
U.S. Government Organization
Address

_____ Date

2. CommonLook PDF License Agreement

NetCentric Technologies Software License Agreement

IMPORTANT! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, THEN YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT PRIOR TO DOWNLOADING, INSTALLING, USING OR COPYING THIS SOFTWARE.

NON-U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE NOT A U.S. GOVERNMENT CUSTOMER, THEN BY CLICKING ON THE "ACCEPT" BUTTON, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, OR DOWNLOADING THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON, AND DO NOT DOWNLOAD, INSTALL, USE OR COPY THIS SOFTWARE.

ALL CUSTOMERS

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. THE ACTIVATION TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE ACTIVATION PROCESS DESCRIBED IN THE SOFTWARE OR DOCUMENTATION.

NetCentric Technologies, Legal Department, 320 March Road, Suite 602, Kanata, Ontario, Canada K2K 2E3

1. GRANT OF SOFTWARE LICENSE

This License Agreement ("Agreement") is between You (either an individual or a single legal entity) and 1323826 Ontario Inc. O/A NetCentric Technologies ("NetCentric"), a company incorporated under the laws of the province of Ontario, Canada. This Agreement governs the computer software (including online and electronic documentation) and any associated media and printed materials (hereinafter collectively referred to as "Software"). This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Software that NetCentric may provide or make available to You unless NetCentric provides other terms with the update, supplement, add-on component, or Internet-based services component.

NetCentric grants to You a nonexclusive and nontransferable license ("License") to use the Software in object code form on a single central processing unit owned or leased by You.

Subject to the type of License purchased, the Software may be limited to processing a specified number of pages. If such limitation exists then the Software may cease operations after the specified number of pages has been processed.

You may make one (1) archival copy of the Software provided You affix to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, YOU SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILE OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

2. INTELLECTUAL PROPERTY OWNERSHIP

The Software and any authorized copies that you make are the intellectual property of and are owned by NetCentric. You agree that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of NetCentric. You agree not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of NetCentric. You agree to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software shall remain solely with NetCentric.

3. LIMITED WARRANTY

NetCentric warrants that for a period of ninety (90) days from the date of shipment from NetCentric or Software download: (i) the media on which the Software is furnished, if any, will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to You as the original licensee. Your exclusive remedy and the entire liability of NetCentric and its suppliers under this limited warranty will be, at NetCentric's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to You. In no event does NetCentric warrant that the Software is error free or that You will be able to operate the Software without problems or interruptions.

This warranty does not apply if the Software (a) has been altered, except by NetCentric, or (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NetCentric. The above warranty DOES NOT apply to any pre-release (beta) software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which NetCentric does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

4. DISCLAIMER

EXCEPT AS SPECIFIED IN THE FOREGOING LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW IN YOUR JURISDICTION.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL NETCENTRIC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A NETCENTRIC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NETCENTRIC'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. NetCentric is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

6. EDUCATIONAL SOFTWARE PRODUCT

If the Software is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), You are not entitled to use the Software unless You qualify in your jurisdiction as an Educational End User.

7. PRE-RELEASE (BETA) SOFTWARE

If the Software is pre-commercial release software ("Beta Software"), then this Section applies. The Beta Software is a pre-release version, does not represent final product from NetCentric, and may contain bugs, errors and other problems that could cause system or other failures and data loss. NetCentric may never commercially release the Beta Software. You will return or destroy all copies of Beta Software upon request by NetCentric or upon NetCentric 's commercial release of such Software. YOUR USE OF BETA SOFTWARE IS AT YOUR OWN RISK. All such Software is provided AS IS without any warranty whatsoever.

8. EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE SOFTWARE

If the Software is evaluation, starter, product sampler, or NOT FOR RESALE software ("Evaluation Software"), then the following Section applies. The Evaluation Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. Such software may cease operations after a designated period of time or number of launches following installation. The license hereunder

will terminate after such period or number of launches unless extended by NetCentric upon your acquisition of a full retail license. All such Software is provided AS IS without any warranty whatsoever.

9. ONLINE SERVICES

The Software may rely upon or facilitate your access to websites maintained by NetCentric offering goods, information, software and services ("Online Services"). Your access to and use of any website is governed by the terms, conditions, disclaimers and notices found on such site. NetCentric may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

10. GENERAL

This License is effective until terminated. You may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from NetCentric if You fail to comply with any provision of this License. Upon termination, You must destroy all copies of the Software.

The Software, including technical data, is subject to U.S. and Canadian export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import Software.

If You acquired this Software in the United States, this Agreement is governed by the laws of the State of Connecticut. If You acquired this Software in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of Ontario. If You acquired this Software in the European Union, Iceland, Norway or Switzerland, then local law applies. If You acquired this Software in any other country, then local law may apply.

If You are a U.S. Government Customer, this Agreement is governed by Federal Law and heard in a U.S. District Court (28 U.S.C. 1346) or the U.S. Court of Federal Claims (28 U.S.C. 1491).

If any portion this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

This is the entire agreement between NetCentric and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

Do You accept the above license agreement?

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT AND RETURN IT TO NETCENTRIC TECHNOLOGIES, INC., 320 MARCH ROAD, SUITE 602, KANATA, ONTARIO, CANADA K2K 2E3

ACCEPTED BY:

Name
Title
NetCentric Technologies, Inc.
320 March Road, Suite 602
Kanata, Ontario, Canada K2K 2E3

_____ Date

Name
Title
U.S. Government Organization
Address

_____ Date

3. CommonLook Office License Agreement

NetCentric Technologies Inc. Software License Agreement

IMPORTANT! PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE.

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, THEN YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT PRIOR TO DOWNLOADING, INSTALLING, USING OR COPYING THIS SOFTWARE.

NON-U.S. GOVERNMENT CUSTOMERS ONLY

BY SELECTING THE "I AGREE" OPTION AND CLICKING ON THE "NEXT" BUTTON, INSTALLING OR USING ALL OR ANY PORTION OF THE SOFTWARE, OR DOWNLOADING THE SOFTWARE YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT IS ENFORCEABLE AGAINST YOU AND ANY LEGAL ENTITY THAT OBTAINED THE SOFTWARE AND ON WHOSE BEHALF IT IS USED.

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON, AND DO NOT DOWNLOAD, INSTALL, USE OR COPY THIS SOFTWARE.

ALL CUSTOMERS

THE SOFTWARE MAY INCLUDE PRODUCT ACTIVATION AND OTHER TECHNOLOGY DESIGNED TO PREVENT UNAUTHORIZED COPYING. THE ACTIVATION TECHNOLOGY MAY PREVENT YOUR USE OF THE SOFTWARE IF YOU DO NOT FOLLOW THE ACTIVATION PROCESS DESCRIBED IN THE SOFTWARE OR DOCUMENTATION.

NetCentric Technologies Inc., Legal Department, 320 March Road, Suite 602, Kanata, Ontario, Canada K2K 2E3

1. GRANT OF SOFTWARE LICENSE

This License Agreement ("Agreement") is between You (either an individual or a single legal entity) and NetCentric Technologies Inc. ("NetCentric"), a company incorporated under the laws of the province of Ontario, Canada. This Agreement governs the computer software (including online and electronic documentation) and any associated media and printed materials (hereinafter collectively referred to as "Software"). This Agreement applies to updates, supplements, add-on components, and Internet-based services components of the Software that NetCentric may provide or make available to You unless NetCentric provides other terms with the update, supplement, add-on component, or Internet-based services component.

NetCentric grants to You a nonexclusive and non-transferable license ("License") to use the Software in object code form on a single central processing unit owned or leased by You.

Subject to the type of License purchased, the Software may be limited to processing a specified number of pages. If such limitation exists then the Software may cease operations after the specified number of pages has been processed.

You may make one (1) archival copy of the Software provided You affix to such copy all copyright, confidentiality, and proprietary notices that appear on the original.

EXCEPT AS EXPRESSLY AUTHORIZED ABOVE, YOU SHALL NOT: COPY, IN WHOLE OR IN PART, SOFTWARE OR DOCUMENTATION; MODIFY THE SOFTWARE; REVERSE COMPILER OR REVERSE ASSEMBLE ALL OR ANY PORTION OF THE SOFTWARE; OR RENT, LEASE, DISTRIBUTE, SELL, OR CREATE DERIVATIVE WORKS OF THE SOFTWARE.

2. INTELLECTUAL PROPERTY OWNERSHIP

The Software and any authorized copies that you make are the intellectual property of and are owned by NetCentric. You agree that aspects of the licensed materials, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of NetCentric. You agree not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party without the prior written consent of NetCentric. You agree to implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software shall remain solely with NetCentric.

3. LIMITED WARRANTY

NetCentric warrants that for a period of ninety (90) days from the date of shipment from NetCentric or Software download: (i) the media on which the Software is furnished, if any, will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to You as the original licensee. Your exclusive remedy and the entire liability of NetCentric and its suppliers under this limited warranty will be, at NetCentric's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to You. In no event does NetCentric warrant that the Software is error free or that You will be able to operate the Software without problems or interruptions.

This warranty does not apply if the Software (a) has been altered, except by NetCentric, or (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by NetCentric.

The above warranty DOES NOT apply to any pre-release (beta) software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which NetCentric does not receive a license fee. All such software products are provided AS IS without any warranty whatsoever.

4. DISCLAIMER

EXCEPT AS SPECIFIED IN THE FOREGOING LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW IN YOUR JURISDICTION.

5. LIMITATION OF LIABILITY

IN NO EVENT WILL NETCENTRIC OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A NETCENTRIC REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. NETCENTRIC'S AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. NetCentric is acting on behalf of its affiliates and suppliers for the purpose of disclaiming, excluding and limiting obligations, warranties and liability, but in no other respects and for no other purpose.

6. EDUCATIONAL SOFTWARE PRODUCT

If the Software is Educational Software Product (Software manufactured and distributed for use by only Educational End Users), You are not entitled to use the Software unless You qualify in your jurisdiction as an Educational End User.

7. PRE-RELEASE (BETA) SOFTWARE

If the Software is pre-commercial release software ("Beta Software"), then this Section applies. The Beta Software is a pre-release version, does not represent final product from NetCentric, and may contain bugs, errors and other problems that could cause system or other failures and data loss. NetCentric may never commercially release the Beta Software. You will return or destroy all copies of Beta Software upon request by NetCentric or upon NetCentric 's commercial release of such Software. YOUR USE OF BETA SOFTWARE IS AT YOUR OWN RISK. All such Software is provided AS IS without any warranty whatsoever.

8. EVALUATION, PRODUCT SAMPLER, OR NOT FOR RESALE SOFTWARE

If the Software is evaluation, starter, product sampler, or NOT FOR RESALE software ("Evaluation Software"), then the following Section applies. The Evaluation Software may contain limited functionality and is to be used for demonstration and evaluation purposes only and not for your commercial purposes. Such software may cease operations after a designated period of time or number of launches following installation. The license hereunder will terminate after such period or number of launches unless extended by NetCentric upon your acquisition of a full retail license. All such Software is provided AS IS without any warranty whatsoever.

9. ONLINE SERVICES

The Software may rely upon or facilitate your access to websites maintained by NetCentric offering goods, information, software and services ("Online Services"). Your access to and use of any website is governed by the terms, conditions, disclaimers and notices found on such site. NetCentric may at any time, for any reason, modify or discontinue the availability of any website and Online Services.

10. GENERAL

This License is effective until terminated. You may terminate this License at any time by destroying all copies of Software including any documentation. This License will terminate immediately without notice from NetCentric if You fail to comply with any provision of this License. Upon termination, You must destroy all copies of the Software.

The Software, including technical data, is subject to U.S. and Canadian export control laws and may be subject to export or import regulations in other countries. You agree to comply strictly with all such regulations and acknowledge that You have the responsibility to obtain licenses to export, re-export, or import Software.

If You acquired this Software in the United States, this Agreement is governed by the laws of the State of Connecticut. If You acquired this Software in Canada, unless expressly prohibited by local law, this Agreement is governed by the laws in force in the Province of Ontario. If You acquired this Software in the European Union, Iceland, Norway or Switzerland, then local law applies. If You acquired this Software in any other country, then local law may apply.

If You are a U.S. Government Customer, this Agreement is governed by Federal Law and heard in a U.S. District Court (28 U.S.C. 1346) or the U.S. Court of Federal Claims (28 U.S.C. 1491).

If any portion this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

This is the entire agreement between NetCentric and You relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

U.S. GOVERNMENT CUSTOMERS ONLY

IF YOU ARE A U.S. GOVERNMENT CUSTOMER, YOU MUST HAVE AN AUTHORIZED REPRESENTATIVE OF YOUR ORGANIZATION SIGN THIS AGREEMENT AND RETURN IT TO NETCENTRIC TECHNOLOGIES, INC., 320 MARCH ROAD, SUITE 602, KANATA, ONTARIO, CANADA K2K 2E3

ACCEPTED BY:

_____ Name	_____ Date
Title	
NetCentric Technologies, Inc.	
320 March Road, Suite 602	
Kanata, Ontario, Canada K2K 2E3	

_____ Name	_____ Date
Title	
U.S. Government Organization	
Address	