

AUTHORIZED COMMERCIAL SOFTWARE LICENSE



CobbleStone Systems Corp.
428 S White Horse Pike
Lindenwold NJ 08021

Web: <https://www.cobblestonesoftware.com/>

Tel: US 866-330-0056 or 856-504-6907

Fax: US 609-482-8023

Email: sales@cobblestonesoftware.com

Contract Administrator: Mark Nastasi

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

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 an electronic delivery order are available through GSA Advantagel a menu-driven database system. The INTERNET address for GSA Advantagel is: GSAAAdvantage.gov.

Contract Number:GS-35F-0186W Modification:

Business Size: Small

UEI: VAL8HSETZFG7

Contract Period: Periods of Performance: 1/5/2025 to 1/5/2030

GSA Schedule: Multiple Award Schedule, Category F – Information Technology

Federal Supply Group: NSN 7030-01-546-0342, 7030015460342 SOFTWARE LICENSE

CODE: FSC 7030 - ADP Software National Item Identification Number: NIIN 015460342

Codification Country: United States Item Name Code: INC 77777;

Points of Production / Country of Origin: United States of America

Solicitation Number: FCIS-JB-980001-B, Refresh 24

About CobbleStone Software (CobbleStone Systems Corp.):

CobbleStone Software is a software vendor and federal contractor that provides Contract Life-cycle Management Software (CLM), eSourcing, and Vendor Management Software entitled Contract Insight™. CobbleStone provides software related to contract management, contract writing, contract negotiation, contract workflow, alerts, reminders, electronic signatures, collaboration, acquisition, procurement, solicitation, e-bidding, vendor management software, vendor registration, vendor risk-management, vendor OFAC compliance. Contract Insight, contract management software, is offered as cloud software as a service (SaaS), or on-premise licensed software that helps agencies and organizations track contracts, committals, legal intake, vendor compliance (OFAC & SAM

compliance), vendor agreements, agreements, procurement, and vendors better. The software provides contract tracking, contract artificial intelligence, document tracking, versioning, email alerts to contract officers, program managers and other POCs. The system can accept attached and scanned contracts and track task orders and task alerts. Business Size: Small

Federal Acquisition Service Authorized Federal Supply Schedule Price List

Applicable Special Item Numbers, FSC Classes and FPDS Codes include:

ALL SINS ARE SUBJECT TO COOPERATIVE PURCHASING

Special Item No. Term Software Licenses SIN 511210 (TERM)

Special Item No. Perpetual Software Licenses SIN 511210 (PERP)

Special Item No. Maintenance of Software as a Service SIN 54151

Special Item No. Training Courses SIN 611420

All SINS include option for State and Local as STLOC

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Special Item No. Training Courses SIN 611420

SPECIAL ITEM NUMBER 511210 - TERM SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Microcomputers

Application Software

SPECIAL ITEM NUMBER 54151 - MAINTENANCE OF SOFTWARE AS A SERVICE

Software maintenance as a service creates, designs, implements, and/or integrates 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 includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Maintenance is priced at 20% of the first year total license price subject to provisions herein.

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

SPECIAL ITEM NUMBER 611420 - TRAINING COURSES (FPDS Code U012)

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

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

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

CobbleStone Systems Corp.

428 S White Horse Pike

Lindenwold NJ 08021

Tel. 866-330-0056 OR 856-504-6907

Fax: 609-482-8023

Contract Number: GS-35F-0186W

Period Covered by Contract: 1/7/2025 to 1/6/2030

**General Services Administration
Federal Acquisition Service**

Pricelist current through Renewal 1/7/2025

Prices Show Herein are Net (discount deducted)

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

**ORDERING PROCEDURES: INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

COBBLESTONE REPRESENTS AS A SMALL BUSINESS FOR ALL SINS (52.219-28):

Special Item No. Term Software Licenses SIN 511210 (TERM)

Special Item No. Perpetual Software Licenses SIN 511210 (PERP)

Special Item No. Maintenance of Software as a Service SIN 54151

Special Item No. Training Courses SIN 611420

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Information and Payment Address:

CobbleStone Systems
428 S White Horse Pike
Lindenwold NJ 08021
Call: 856-504-6907 in US Toll Free 866-330-0056 or www.CobbleStoneSoftware.com

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

CobbleStone does accept credit and purchase card purchases under \$8,000.00 per transaction.

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

Toll Free: 866-330-0056 or 856-504-6907

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!™, a menu-driven database system. The INTERNET address for GSA Advantage!™ is: <http://www.GSAAdvantage.gov>.

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer. NOT APPLICABLE; COBBLESTONE DOES NOT HAVE AUTHORIZED DEALERS TO RESELL UNDER GSA.

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 or services provided 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

Block 16: Data Universal Numbering System (DUNS) Number: 125351192

Block 30: Type of Contractor - B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - Yes

Block 36: Contractor's Taxpayer Identification Number (TIN): 55-0802494

4a. CAGE Code: 57HR0

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

TIN:550802494 ; DUNS: 125351192; CAGE #: 57HR0

5. **FOB DESTINATION:** USA, USA Territories and countries that are not banned on the U.S. Trade Sanctions list.

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

511210 TERM Software or SaaS: 15 business days as negotiated between contractor and purchasing agency

511210 PERPETUAL (PERP): 15 to 30 business days as negotiated between contractor and purchasing agency; software can be delivered, or downloaded and installed via a self-install based on instruction manual

54151 1 business days as negotiated between contractor and purchasing agency

611420 5 business days as negotiated between contractor and purchasing agency

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% net 15 days from receipt of invoice or date of acceptance, whichever is later.

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

b. Quantity: zero

c. Dollar Volume: 20% off commercial price list as per the below.

d. Government Educational Subject to GSA or COOP Institutions: 20% off commercial price list if purchased via GSA

e. Other:

DISCOUNTS OFF OF COMMERCIAL PRICING FOR GSA ELIBLE BUYERS ARE AS PER THE FOLLOWING SCHEDULE:

20% for Special Item No. Term Software Licenses SIN 511210 (TERM)

20% for Special Item No. Perpetual Software Licenses SIN 511210 (PERP)

20% for Special Item No. Maintenance of Software as a Service SIN 54151

10% for Special Item No. Training Courses SIN 611420

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

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.00.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$1,000,000:

Special Item Number 511210 - Term Software Licenses
Special Item Number 511210 - Perpetual Software Licenses
Special Item Number 54151 - Maintenance of Software as a Service

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$250,000:

Special Item Number 611420 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

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

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

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

when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: 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 are not factored into the published 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.
- (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. Current offer includes SOC 2 Type 2 with ordering activity under CobbleStone Contract Insight Enterprise SaaS. All costs associated with obtaining/ possessing additional certifications, licenses and accreditations are not 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. Contractor will provide proof of insurance coverage at the time of bid or award if requested by the ordering agency. Any insurance coverage above or beyond the proof of insurance provided by the Contractor at the time of bid or award is not 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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under

provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. The Internet address is <http://www.gsadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

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

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

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:

the software is self installable as per technical requirements of the system

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act.

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:

Available upon request

The EIT standard can be found at: 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.

[The](#) software is not warranted to work or interoperate with all hardware or software combinations. For a list of data integration or APIs, please contact offeror.

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. Unless otherwise specified in this Contract, 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 511210), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 54151) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Company warrants that for a period of ninety (90) days following delivery of the Licensed Software by Company, the Licensed Software shall perform in all material respects in accordance with its Documentation or other written representation made for it by Company and the Master Disks shall be free from all known material defects in materials and workmanship. In the event of any such defects, Company agrees to, at the Company's sole discretion, attempt correct the defect within 90 days or refund Licensee's payment in full for License Fees; provided, however, that Company is notified in writing of such defects within 30 calendar days of date of discovery of the Licensed Software by CobbleStone. There shall be a period of thirty (30) days commencing with the date of delivery of the Licensed Software, for the purpose of allowing Licensee to evaluate the Licensed Software to determine, in its sole discretion and to its sole satisfaction, whether the Licensed Software is suitable for Licensee's intended use thereof. Company further warrants that, during this thirty (30) day period, where Licensee is not satisfied with Program, Licensee may return Program, and receive a full refund for License Fees excluding Training, Data Transfer, and Installation Fees. Company warrants that the Licensed Software will perform in accordance with the specifications, descriptions, standards and objectives set forth in accordance with the Contract Insight User Manual published at <https://cobblestonesoftware.com>. Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of: (i) the specific content or configuration of Licensee data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Products by Licensee and/or its users (iii) data stored outside of the software, (iv) external interfaces not build by Company, (v) software, hardware, or other materials not furnished or authorized by Company or reasonably anticipated by Company, (vi) or acts by Licensee that could reasonably be avoided.

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, in accordance to the ordering activity, shall provide a hot line technical support number 866-330-0056 OR 856-504-6907 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM EST to 8 PM EST.

Support Number: 866-330-0056 or 856-504-6907

Hours: Monday to Friday 9:00 AM EST to 8 PM EST exclusive of government holidays.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

 X 1. Software Maintenance as a Product (SIN 511210) (TERM or PERPETUAL)

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service. Invoices for Software Annual Support and Maintenance as a Product is billed at the time of purchase.

 X 2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service includes support for the licensed software that solve one or more problems to enabled the licensed software to function as per the licensed software documentation. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in accordance with 31 U.S.C. 3324 under the specific order.

b. 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.

For clarification purposes, the offeror offers Software Annual Support and Maintenance as a Software Maintenance as a Product and are invoiced for the annual term at the time of purchase.

5. PERIODS OF TERM LICENSES (SIN 511210 TERM License) AND MAINTENANCE (SIN 54151)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) 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. Renewal of Term Licenses (SIN 511210 TERM SaaS License) and/or Maintenance (SIN 54151) may be renewed annually and if the ordering activity renews for the same number of licenses for the same Program, the renewal fee will not increase by more than 3% or CPI whichever is greater.

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

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (NOT APPLICABLE)

7. TERM LICENSE CESSATION (NOT APPLICABLE)

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 511210 TERM, 511210 PERP, 54151 MAINT.)

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

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

- (1) No government funds have been used in the development of the software. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified. Contractor hereby grants to Licensee a nonexclusive, nontransferable, named end-user, term license for perpetual license for SIN 511210 PERP and annual license during the paid term for SaaS Term Software SIN 511210 TERM, during the term of this Agreement and to utilize the number of licenses of the licensed-software ordered and paid for under an approved ordering activity.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect 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; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and shall not modify, reverse assemble, or re-market the software and documentation or combine it with other software subject to these restrictions. Licensee shall not add more end-users than the number of user Licenses for which it has paid. Licensee may not rent, lease, sell or otherwise transfer or distribute copies of the Licensed-Software, Licensed-Software dependencies, or documentation to others.
- (iv) Named End Users. For purchases of a named user license, a "Named End User" ("Named User") is defined as the total number of users activated in their user profile regardless if they are actively logged in.
- (v) End Users. For purchases of a concurrent end-user license an "End User" ("Concurrent End-User") is defined as the total number of users accessing the Licensed-Software within a specified Server Session time-out period and may be.

(vi) Server Session. A Server Session is the time period set on the Licensed-Software server that defines the length in time a user can remain in the system during a user active and in-active periods.

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

9. SOFTWARE CONVERSIONS - (SIN 511210 TERM Software to 511210 Perpetual) (NOT APPLICABLE)

10. 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.

11. RIGHT-TO-COPY PRICING

Right-to-copy is not applicable and is not included.

12. ENTERPRISE USER LICENSE AGREEMENTS TERMS (EULA): The purchase of Contractor's software under this contract is subject to the additional terms and conditions in the Contractor's Software License Agreement (attached). The Contractor shall provide all Enterprise User License Agreements in PDF or an editable Microsoft Office (Word) format.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 611420 TRAINING)**

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with reasonable telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall provide training on a fee basis and does not offer "no-charge" training.

10. "PRICING"

Pricing for related software and services are based on current pricing scheduled as related to the GSA contract.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact CobbleStone Systems Corp. , Mark Nastasi Tel. 866-330-0056 or 609-707-0439; mnastasi@CobbleStoneSoftware.com or sales@CobbleStoneSoftware.com.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

Exhibit A:

Pricing List with GSA SINS and Product Descriptions, Quantities, row sum and total amounts below:

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Orders. a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the GSA contract price schedule. Such orders may be issued from this contract effective date through its term end. (b) All delivery orders or task orders are subject to the terms and conditions of this contract and the GSA Contract. In the event of conflict between a delivery order or task order and this contract, the GSA Contract shall control. (c) A delivery order or task order is considered "issued" when— (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail; (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or (3) If sent electronically, the Government either— (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

Signatures

Ordering Activity Date

Contractor Date

BLANKET PURCHASE AGREEMENT

BPA NUMBER _____

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number GS-35F-0186W and its modifications Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

- (2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

Orders. a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the GSA contract price schedule. Such orders may be issued from this contract effective date through its term end. (b) All delivery orders or task orders are subject to the terms and conditions of this contract and the GSA Contract. In the event of conflict between a delivery order or task order and this contract, the GSA Contract shall control. (c) A delivery order or task order is considered "issued" when— (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail; (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or (3) If sent electronically, the Government either— (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or (ii) Distributes the delivery order or task order via email to the Contractor's email address. (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

CONTRACT INSIGHT® ENTERPRISE SOFTWARE AS A SERVICE (SAAS) LICENSE AND HOSTING SERVICES AGREEMENT

This CobbleStone® Software license agreement ("Agreement") is entered into and by and between CobbleStone Systems Corp. d/b/a CobbleStone Software ("Company") located at 428 South White Horse Pike, Lindenwold, NJ 08021 and {---Company Name---} ("Licensee") located at {---Street1---} {---Street2---} {---City---}, {---State/Province---} {---Postal Code---}, (each a "Party" and collectively the "Parties").

WHEREAS, Company provides software such as Contract Insight Software, CobbleStone e-Procurement Software, CobbleStone Vendor Management Software, CobbleStone e-Sourcing Software, and other Company software products as commercial off-the-shelf software, and Company has experience in providing software application hosting services for its Licensed Software (as further defined in this Agreement) and is willing to provide services to Licensee based on this background; and

WHEREAS, Licensee seeks to license access to the Licensed Software and its Documentation provided by Company and desires to have hosting services for the Licensed Software provided by Company; and

WHEREAS, the Company has entered into a cooperative purchasing agreement with the General Services Administration (GSA) Federal Supply Schedule Contract ("GSA") contained in the Federal Supply Schedule 70 under contract GS-35F-0186W ("Federal Contract") containing Information Technology ("IT") Special Item Numbers ("SINs") referenced in the Federal Contract; and agrees License Software is a commercial computer software developed exclusively at private expense; and

WHEREAS, the Federal Contract and related GSA regulations authorize local governments to purchase, on a best value basis, specific Company products and services awarded under the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract and eligibility requirements at <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/eligibility-determinations>; and are governed and superseded by the terms and conditions stated in Federal Contract; and any terms shall be null and void to the extent they conflict with the terms stated in the Federal Contract;

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

"Activation" means the point in time in which Licensee is provided with credentials to login and access the production instance (or other particular instance as referenced in Exhibit A) of the Licensed Software.

"Concurrent End User" means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

"Documentation" means the user guides, online help/wiki, release notes, and training materials provided by Company to Licensee in connection with the SaaS Services, as updated and amended from time to time.

"Downtime" means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application's external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

"End User" means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in Exhibit A. The total End Users shall be defined in accordance with the total number of either

Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in Exhibit A.

"Licensed Software" means Company's proprietary Contract Insight application software and/or website, including all features, functions, and add-on modules purchased or obtained from Company. Licensed Software includes any modifications, Updates, Upgrades, patches, services thereto, derivative works, and Feedback related to such software. The Licensed Software is considered delivered upon Activation.

"Licensee" means the customer designated as such above and includes its End Users.

"Named End User" means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

"Priority Downtime" means the timeframe Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect Licensee's data, apply emergency fixes, respond to hack attempts, data security events, other attacks, or viruses, protect the data center, and to respond to regulations as per applicable law.

"Professional Services" means the services identified as "Optional" services in Exhibit A, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit A. Professional Services will be mutually scheduled between the Parties. Any services not purchased under Exhibit A are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include SaaS Services.

"SaaS Services" means the services purchased by Licensee in Exhibit A, including (i) limited access to and use of the Licensed Software, (ii) hosting services, (iii) standard support/maintenance services, and (iv) other similar services provided by Company in accordance with the Documentation. SaaS Services do not include Professional Services.

"Scheduled Maintenance" means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application's performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. Company's daily Scheduled Maintenance is between 1:00 AM and 4:00 AM in the time zone in which Licensee's assigned data center is located.

"Server Session" means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user's active and inactive period.

"Services" means, collectively, Professional Services and SaaS Services.

"Update" means any engineering patch intended to fix bugs and errors in the Licensed Software.

"Upgrade" means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

2. DESCRIPTION OF SERVICES

Company will provide the following Services either directly or by acquiring them from third parties:

Application Hosting Services. Company will provide to Licensee the Licensed Software over the internet as a software-as-a-service (SaaS) from Company's or Company-retained third-party data center to the publicly facing internet connection IP address. Company will provide access to a single instance of the software application as specified in Exhibit A. Additional instances are excluded unless specified in Exhibit A. The Activation date for the Licensed Software will occur within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement, provided that Licensee timely supplies all necessary information to Company.

Service Levels. The production instance of the Licensed Software will be available from the web application server 99.9% of the time excluding Scheduled Maintenance, Priority Downtime, and Emergency Suspension (as described below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed; for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, disk space and specifications. The application web service is defined as an http or https response from Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of SaaS Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of Company, Company cannot guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and confirmed by Company and the Service Levels have not been met, Company shall issue to Licensee a credit in accordance with the purchased Service Levels. In no event will Company's maximum credit or liability to Licensee or any third party exceed the equivalent of the license fees paid for the month in which the outage occurred. Service Levels obligations and credit requirements shall apply only to production instances of the Licensed Software.

Emergency Suspension. For emergency purposes, Company shall have the right to temporarily suspend Services to apply emergency fixes and support at any time as deemed necessary by Company.

Maintenance Support. Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed Software perform as per its Documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States federal holidays. Emergency support includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Maintenance support will be provided in English unless translation services are specifically purchased in Exhibit A. Maintenance support excludes training, formal consulting services, and specific work relating to Licensee without an approved work order unless specifically purchased in Exhibit A. All other services will be provided on a fee basis.

Additional Services. Professional Services as purchased in accordance with Exhibit A shall be delivered based on the hours or items purchased and as per the requirements stated in Exhibit A. Scheduling for such Professional Services will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties. Any items not purchased in Exhibit A are specifically excluded from any deliverables. Charges for additional products or services as set forth in any subsequent purchase order or change order shall be as set forth in that agreement and subject to Company's then-current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); secure licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.

Data Backups and Extracts. "Backups" are defined as the standard data backup services provided by Company, which include rolling thirty (30) day daily, off-site backups. Company will use commercially reasonable efforts to ensure the

reliability of Backups; however, Company cannot guarantee or warrant any specific level of service as related to Backups. In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery may take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster. At Licensee's request, but no more than once annually, Company will provide one (1) data extract or full restore within fifteen (15) days after such request in writing or otherwise as agreed to in writing between Parties. Additional extracts or restores may be purchased separately.

3. TERM AND TERMINATION

Term. The initial term of this Agreement shall be twelve (12) months from the date of Activation unless terminated as provided herein. After the expiration of each annual term, this Agreement will be automatically renewed for successive twelve (12) month terms unless either Party gives notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term.

Termination. Licensee may terminate this Agreement for any reason with thirty (30) days' written notice to Company. Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach.

Effect of Termination. Upon termination or expiration of this Agreement:

Company may immediately cease providing the SaaS Services and all license rights granted to Licensee under this Agreement shall terminate;

Licensee shall automatically consent to the termination of any software escrow agreement (if purchased) for the Licensed Software;

Licensee shall pay to Company all amounts due for Services provided prior to the date of termination for which Company has not yet been paid. If Company terminates this Agreement due to a breach by Licensee, Company may also recover from Licensee any charges and costs for damages Company may have sustained due to Licensee's breach, including but not limited to reasonable attorney's fees and collection fees;

Unless terminated due to a breach by Licensee, Company shall refund to Licensee any pre-paid, unused fee amounts for the portion of the contract term remaining, less any amounts due to Company by Licensee as per subsection (c); and

Company will retain Licensee's data for thirty (30) days after termination; thereafter, Company may decommission and purge Licensee's data. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

4. PRICING AND PAYMENT

Invoicing and Payments. Licensee will be invoiced for license fees, annual support/maintenance fees, and the one-time deployment fee upon Activation. Licensee will be invoiced monthly for Professional Services performed that month. For usage or commitment plan based pricing (if specified in Exhibit A), Company shall invoice Licensee for the total amount of the committed or usage plan in the amounts and quantities specified in Exhibit A. For usage that is over the volume specified in Exhibit A, Company may invoice Licensee at the current plan's unit price specified in Exhibit A for the usage levels that month that exceed the current plan specified in Exhibit A. Document storage and usage calculations may be calculated monthly and invoiced each month based on the current usage levels per month.

Pricing for license fees and other annualized fees during the first twelve (12) months will remain fixed at rates specified in Exhibit A based on volume purchased. Rate increases (if any) for license fees and annualized fees after the first twelve (12) months are capped and will not exceed five percent (5%) per year, which shall include increasing disk space / data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware. After the first twelve (12) months, Company may increase its charges upon thirty (30) days' notice via invoice subject to any rate cap set forth herein.

All pricing and currency amounts are expressed in United States Dollars. Payment is due within thirty (30) days of Licensee's receipt of any valid invoice from Company. Unless expressly provided otherwise, all fees paid by Licensee are non-refundable.

Past Due Payments. Licensee is in material breach of this Agreement, and Company may suspend or terminate the SaaS Services, if payments for valid invoices are not made in accordance with the payment terms stated herein. Suspension of the SaaS Services shall not release Licensee of its payment obligations under this Agreement. Interest charges of 1.50% per month (or the highest rate permissible under law, if less) may accrue daily on amounts not received when due.

Tariff/Tax Applicability. In the event that any items ordered by Licensee are or become subject to a tax or tariff, Licensee will pay or reimburse Company for any tariff fees, taxes, and other charges imposed as a result of this Agreement, including sales and use taxes, duties, or levies imposed by any authority, government, or government agency (excluding taxes on real estate owned by Company or taxes levied on Company's net income).

5. TITLE AND LICENSING

Intellectual Property. Unless expressly provided otherwise, Company retains all ownership of and intellectual property rights in and to the Licensed Software, Documentation, and Services, including without limitation copyrights, trademarks, and trade secrets, and all modifications, enhancements, changes, and additions thereto (whether initiated by Company or in response to Licensee's request) (collectively, "Company IP"). To the extent Licensee acquires rights in Company IP, Licensee assigns such rights to Company. All Company IP constitutes valuable trade secrets of Company and shall be considered Confidential Information.

Licensee Data. Unless expressly provided otherwise, Licensee retains all right, title, and interest in any proprietary or confidential materials provided to Company by Licensee in connection with Company's provision of the Services (collectively, "Licensee Data"). All Licensee Data shall be considered Confidential Information. Licensee is solely responsible for ensuring that any Licensee Data input to the Licensed Software does not infringe or misappropriate the copyright, trademark, trade secret, or other intellectual property rights of any third party or contain obscene or malicious content. Company is not liable for the content of Licensee Data.

License Grant. Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, Company hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Licensed Software and Documentation, as specified in Exhibit A. Licensee acknowledges that the Licensed Software is being licensed, not sold.

Limitations of Use. Company reserves all rights not expressly granted in this Agreement. Licensee may not: (i) copy, rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software; (iii) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (iv) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (v) export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vi) combine the Licensed Software with third-party software, unless expressly approved

in writing by Company; or (vii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Except for the license granted hereunder, this Agreement does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Licensee or to any third party.

Limitations of Use – AI. Licensee may not use any artificial intelligence (“AI”) products or services included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.

Feedback. Company may use any communications or materials provided by Licensee or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like (“Feedback”). Licensee hereby grants to Company a royalty-free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires Company to use Feedback in any way.

6. LICENSEE RESPONSIBILITY

Unauthorized Disclosure or Use. Licensee agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Licensee shall notify Company within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.

Harmful Code, Malware, and Viruses. Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, intrusion, hacks, and denial of service attacks into the Licensed Software and provide adequate security protection for its End Users. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its End Users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall cooperate with Company to eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee’s expense.

Compliance with Laws and Regulations. The Licensee agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the transmission of bulk e-mail often referred to as “spam” e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including Service Level obligations, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach by Licensee.

Licensee Bankruptcy and Default. Licensee will be considered in material breach of this Agreement in the event Licensee becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding; makes

an assignment for the benefit of creditors; admits in writing its inability to pay debts when due; or fails within ten (10) days after receiving written notice to remedy any breach of this Agreement.

7. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent through e-mail, or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:

{---Company Name---}

{---Street1---} {---Street2---}

{---City---}, {---State/Province---} {---Postal Code---}

If by e-mail: _____

If for Company:

CobbleStone Systems Corp.

Attn: Legal

428 South White Horse Pike

Lindenwold, NJ 08021

If by e-mail: Legal@CobbleStoneSoftware.com

E-mail shall be an acceptable form of delivery if confirmed by recipient. Mailing and e-mail addresses may be changed from time to time by either Party by providing written notice to the other Party in the manner set forth above.

8. CONFIDENTIAL INFORMATION

Confidential Information. Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential Information shall include the Licensed Software, Documentation, Company IP, Licensee Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence.

Nondisclosure. Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required. The receiving Party shall protect the Confidential Information by using the same degree of care,

but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.

Exceptions. Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and Feedback provided by Licensee as suggestions to improve or update the services and data derived therefrom), and Company will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

9. WARRANTIES AND DISCLAIMERS

Warranties. Company warrants that:

all goods utilized by Company in providing the Services will be in good working order and will conform to the Documentation on the date installed;

all work performed by Company in providing the Services will be performed in a good and workmanlike manner;

the Licensed Software shall perform in all material respects in accordance with the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and Company will refund to Licensee a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software configurations. The Licensed Software allows authorized End Users to add, alter, and delete data in a manner consistent with the functionality of the Licensed Software which may not be recoverable by Company outside of the backup retention period. Licensee expressly assumes all risk for its data and use.

Company has sufficient legal rights to provide the Services to Licensee.

Warranties Disclaimer. THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Additional Disclaimers. Licensee acknowledges that information available from or through the Licensed Software or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of such data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data, and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or

stored on any servers or equipment that are used for the purpose of providing the Services, including but not limited to internet connectivity, web hosting, server allocation, or dedicated web hosting. The use of any information obtained from or through the Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

10. INDEMNIFICATION

Company Indemnification. Company agrees to hold harmless and indemnify Licensee, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party alleging that the SaaS Services (when used in accordance with this Agreement) infringe any United States patent, trademark, or copyright of such third party (an "IP Claim"), provided that (i) Licensee notifies Company promptly in writing upon becoming aware of any potential IP Claim; (ii) Licensee gives Company sole control of the defense and settlement of such IP Claims; (iii) Licensee cooperates fully with Company in the defense and settlement of such IP Claim and does not attempt to deliberately damage Company's defense of such IP Claim; and (iv) Licensee does not settle any IP Claims without Company's prior written consent.

Licensee Indemnification. To the extent allowed by applicable law, Licensee agrees to hold harmless and indemnify Company, its employees, directors, and affiliates from any claim, demand, or cause of action and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) arising from (i) Licensee's misuse of the Services or Licensed Software; (ii) any violation by Licensee of any terms of this Agreement; (iii) any intellectual property claims arising from Licensee's content or data; (iv) Licensee's failure to comply with applicable laws or regulations. Licensee acknowledges and agrees that Company may block access to Licensed Software if either Party receives notice of any violation, and Licensee agrees to indemnify and hold Company harmless from any claim, demand, or cause of action and all damages, judgments, decrees, costs, and expenses (including reasonable attorneys' fees) related to blocking such access or such notice.

Company Limitation. Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of (i) the specific content of Licensee's data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Licensee; (iii) data stored outside of the Licensed Software; (iv) intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence or bad faith of Licensee; (v) damages which could have been avoided by the reasonable acts or omissions of Licensee; or (vi) any act or omission of Licensee resulting in death or bodily injury.

11. LIMITATION OF LIABILITIES

Limitation of Liability. LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD PARTY. IN THE EVENT OF ANY BREACH BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR, OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY EXCEED THE LICENSE FEES PAID BY LICENSEE TO COMPANY IN THE TWELVE MONTHS PRIOR TO BREACH.

12. VISDOM+ ADDITIONAL TERMS

12.1 The terms and conditions in this Section 12 are only applicable if Licensee has purchased VISDOM+.

- 12.2 VISDOM+ Terms. VISDOM+ leverages Company's proprietary artificial intelligence technology by Company and by AI Processor. AI Processor may act as data subprocessor for any information input into VISDOM+. Company is not a data controller of any information processed while using VISDOM+. Company may alter or cease to offer VISDOM+ to Licensee at any time with reasonable advance notice to Licensee. Licensee's users control the content and amount of information uploaded to VISDOM+. AI Processor may process Licensee data through VISDOM+ for generating or analyzing documents, chatting with system users, or to carry out other VISDOM+ features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in VISDOM+. The AI Processor as of the effective date is OpenAI. Company may change the AI Processor with reasonable advance notice to Licensee.
- 12.3 VISDOM+ Pricing. Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Licensee. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, Company may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Licensee will be invoiced monthly for VISDOM+ fees.

13. GENERAL

Assignment. Licensee's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.

Outside Licenses. In connection with providing the Services and Licensed Software, Company may make available third-party content, including data, information, applications, systems, products, services, or materials. Such content is subject to its own terms and conditions as may be agreed by Licensee and the relevant third party. Disclosures for Open Source Licenses utilized in the Licensed Software are available at <https://wiki.cobblestonesoftware.com/docs/opensourceoftware>.

Performance. Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, endemics, pandemics, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

Dispute resolution. Any dispute, matter, controversy, or claim arising out of or related to this Agreement should first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR"), or if CPR is not agreeable, JAMS (as mutually agreed to between the Parties in advance), or as agreed to between the Parties. The mediation shall be conducted remotely, in New Jersey, or at another location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.

Waiver. The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of Company's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.

Publicity. Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Licensee's name in bids, proposals, press releases, audits, or as required by applicable laws or regulations, or as legally compelled to do so.

Independent Contractor. Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.

Entire Agreement. This Agreement and any exhibits thereto, along with the terms and conditions of GS-35F-0186W, represent the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein. In the event of a conflict of terms, the terms herein supersede any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Licensee.

Survival. If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Sections 3 (Term and Termination), 4 (Pricing and Payment), 5.4 (Limitations of Use), 8 (Confidential Information), 9.3 (Additional Disclaimers), 10 (Indemnification), 11 (Limitation of Liabilities), and 13 (General) shall survive the expiration or termination of this Agreement.

Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.

Legal Counsel. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either Party on the basis of that Party being the drafter of such language.

Headings and Captions. Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, excluding its conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey.

Signatures. This Agreement, and any amendment or supplement hereto, may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all of which together shall constitute one instrument. The execution of any such amendment or supplement by any Party will not become effective until all the Parties have executed counterparts hereto or thereto. This Agreement and any amendment(s) or supplement(s) may be executed by facsimile or electronic signatures, which signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties named below, by signatures of their duly authorized representatives, have executed this Agreement on the dates set forth below, the latter of which shall be the effective date of the Agreement.

Accepted by Licensee:

{---COMPANY NAME---}

Accepted by Company:

COBBLESTONE SYSTEMS CORP.

Signature / Date

Signature / Date

Printed Name / Title

Printed Name / Title

COBBLESTONE SOFTWARE DEPLOYED (ON-PREMISE) LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of this ___ day of _____, (the "Effective Date") by and between, CobbleStone Systems Corp., DBA: CobbleStone Software a New Jersey corporation, with principal offices at 428 South White Horse Pike, Lindenwold, NJ 08021 United States of America ("Company"), and {---Company Name---} ("Licensee" / "Customer"), individually a "Party" and collectively the "Parties".

BACKGROUND

Whereas, Company provides commercial off-the-shelf (out of the box) contract management software entitled Contract Insight and Customer seeks to license use of Contract Insight; and Company has experience in Contract Insight software and is willing to provide licensing and related services to Licensee based on this background; and this Agreement is to grant Licensee, affiliates (owned by Licensee) and those of its employees and consultants ("End-Users") to utilize the compiled code form of the Company product described on Exhibit A hereto (the "Licensed Software"); and

WHEREAS, the Company has entered into a cooperative purchasing agreement with the General Services Administration (GSA) Federal Supply Schedule Contract ("GSA") contained in the Federal Supply Schedule 70 under contract GS-35F-0186W ("Federal Contract") containing Information Technology ("IT") Special Item Numbers ("SINs") referenced in the Federal Contract; and agrees License Software is a commercial computer software developed exclusively at private expense; and WHEREAS, the Federal Contract and related GSA regulations authorize local governments to purchase, on a best value basis, specific Company products and services awarded under the Federal Contract for the use of the local governments in accordance with the terms and provisions of the Federal Contract and eligibility requirements at <https://www.gsa.gov/policy-regulations/policy/acquisition-policy/eligibility-determinations>; and are governed and superseded by the terms and conditions stated in Federal Contract; and any terms shall be null and void to the extent they conflict with the terms stated in the Federal Contract;

NOW, THEREFORE, IN CONSIDERATION of the mutual promises made herein and for other good and valuable consideration, which is hereby acknowledged, the Parties agree as follows:

1. License

1.1 License Grant. Subject to the terms and conditions set forth in this Agreement, Company hereby grants to Licensee a nonexclusive, nontransferable, perpetual license during the term of this Agreement to install the number of copies and to utilize the number of Licenses of the Licensed Software ordered under Section 2.1. Licensee and its End-Users may only use the Licensed Software for Licensee's business purposes in accordance with the Licensed Software Documentation and may not try to resell or redistribute the Licensed Software outside of Licensee's corporation. Licensee may only utilize the Licensed Software electronically over its network. End-Users may remotely access the Licensed Software through the Licensee's network.

1.1.1 License. This software (the "Licensed Software" or "Program") and the accompanying Documentation are licensed, not sold, to Licensee. The term "Licensed Software" shall also include any Updates of the Licensed Software licensed to Licensee by Company. Subject to the terms of this Agreement, Licensee has a non-exclusive and nontransferable right to use the Licensed Software and Documentation. Licensee may use this Licensed Software as one production instance located in the United States and its territories or any other country to

which this Licensed Software is legally exported or otherwise permitted herein. This Licensed Software is "in use" and considered "one copy" on a computer when it is loaded into the temporary memory (i.e. RAM) or installed into the permanent memory (e.g. hard drive, CD-ROM or other storage device) of one computer or if Licensee permanently installs the Licensed Software on the hard disk or other storage device of a computer or a network server or accessed by another computer. Licensee agrees to use reasonable efforts to prevent and protect the contents of the Licensed Software and Documentation from unauthorized disclosure or use. Company reserves all rights not expressly granted to Licensee. Licensee shall not add more End-Users on the Licensed Software than the number of Licenses for which it has paid a License Fee as defined in Section 2.1. Licensee shall not exceed the scope of the license granted in Sections **Error! Reference source not found.** 1.1 and 1.2. Licensee shall not export the Licensed Software or Documentation, or any copies thereof, to any End-User in violation of applicable laws and regulations. This Agreement does not and shall not be construed as transferring ownership rights in the Licensed Software, Documentation, any modifications thereto or any related materials to Licensee or to any third-party. Company and its licensors own and shall retain all right, title and interest in such materials except as specifically granted herein. Licensee shall retain all markings on Licensed Software and Documentation, including but not limited to, Company name, copyright, and trademark notices and as otherwise necessary to protect Company intellectual property rights.

1.1.2 Limitations of Use. Licensee may not rent, lease, sell or otherwise transfer or distribute copies of the Licensed Software, Licensed Software dependencies, or Documentation to others. Licensee may not reverse assemble, reverse compile or otherwise attempt to create or modify the source code, or Licensed Software dependencies.

1.1.3 Backup and Transfer. Licensee may make one copy of the Licensed Software for backup and archival, including disaster recovery and testing purposes. Licensee may backup Data where necessary to ensure the safety and integrity of Licensed Software and Data. This includes tape drive, electronic, and off-site backups. Licensee may physically transfer the Licensed Software from one network server to another, and Licensee may hold one copy of Licensed Software on another network server for reasons of testing, provided that Licensee does not retain any additional copies of the Licensed Software other than purchased, (Exhibit A) which are being utilized (1.1.1) by Licensed End Users.

1.2 Definitions. For the purposes of this Agreement, the following shall apply:

- (i) Update. The term "Update" means (i) any engineering patch intended to fix bugs and errors in the Licensed Software and modules purchased in Exhibit A and (ii) any new version of the Licensed Software that replaces the existing functionality of Licensed Software and modules purchased in Exhibit A. Updates do not include new modules or a new product by virtue of different features or functionality.
- (ii) Maintenance and Support. The term "Maintenance" or "Maintenance and Support" means all support and Updates provided during the Maintenance Period.

- (iii) Maintenance Period. The term "Maintenance Period" or "Maintenance and Support Period" means any one-year period commencing on purchase of the Licensed Software or any anniversary thereof. The first Maintenance Period and any Maintenance Period for which Licensee has paid the Maintenance Fee for each copy of Licensed Software ordered on or before the beginning of such period shall be a "Paid Maintenance Period".
 - (iv) Named End Users. For purchases of a named user licenses, as specified in Exhibit A, an end user "Named End User" ("Named User") is defined as the total number of users activated in their user's user profile regardless of if the user is actively logged in or not actively logged in.
 - (v) Concurrent End Users. For purchases of a concurrent user licenses, as specified in Exhibit A, an "Concurrent End-User" is defined as the total number of users accessing the Licensed Software within a specified Server Session time-out period.
 - (vi) End Users. An "End User" (or "End-User" or "User(s)") is defined as either the Concurrent End User(s) or Named End User(s) as specified in Exhibit A and is limited total number of users accessing the Licensed Software within a specified Server Session time-out period for Concurrent End Users; or if Named End Users are purchased, defined as the total number of users activated in their user profile regardless if the user is actively logged in or not actively logged in.
 - (vii) Server Session. A Server Session is the time-period set on the Licensed Software server that defines the length of time a user can remain in the system during a user active and in-active periods.
 - (viii) Data. "Data" means content, including the selection, arrangement, and organization of such information, entered, or uploaded to the Licensed Software by authorized End User.
- 1.3 Documentation. Documentation means the Licensed-Software's user manuals and other written materials created by Company to describe the functionality and use of the Licensed Software (the "Documentation").
- 1.4 Licensee Responsibility. Licensee expressly agrees to be fully responsible for compliance by the End-Users with the applicable terms of this Agreement. Licensee is responsible for licensing of its use of any third-party products or components, Company does not provide license to third-party products, software, components, or services. Licensee will provide the necessary resources and information to assist Company with successful implementation services (if purchased in Exhibit A), such as providing all configuration specification for services, data in structured formation (if purchased) integrations/connections (if purchased), workflow/template/field configurations (if purchased). Company will invoice for the hours in accordance with the quantiles specified in Exhibit A when performed. The services shall be up to but will not exceed the hours or quantity specified in Exhibit A.
- 1.5 Modification. Licensee shall not have the right to modify the Licensed Software or merge it with other software it owns or licenses ("Modification") without the express written consent of Company.

2. PRICING, PAYMENT, AND DELIVERY TERMS

2.1 License Fees.

Initial Order. Licensee agrees to pay Company for the sum of the items specified in Exhibit A (attached). Licensee agrees to pay for additional services and fees provided and specified in Exhibit A.

- (a) Subsequent Orders. Licensee agrees to pay Company per user license by obtaining an additional user pricing from Company and submitting to Company a signed work order referencing this Agreement and price quoted to Licensee by Company.
- (b) License Fees. All fees for Licensed Software modules paid under this Section 2.1 shall be defined as "License Fees."

2.2 Deliverables. Upon receipt of the signed Agreement, Company and Licensee agree to schedule delivery of Licensed Software within thirty (30) days of the signed Agreement unless otherwise agreed to. Additionally, Company will provide Documentation accessible via electronic format. Company shall also provide additional services as set forth in Exhibit A. Services as purchased in accordance to Exhibit A shall be delivered based on the hours or items purchased in Exhibit A as per the requirements stated in Exhibit A. Scheduling for such services (if any) will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties stakeholders. Any items not purchased in Exhibit A are specifically excluded from any deliverables. Charges for additional products or services as set forth in any subsequent purchase order or service agreement shall be as set forth in that purchase order or service agreement and subject to Company's then current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); and configuration rules (if purchased); connection strings, technical resources, and licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.

2.3 Payment. Company shall invoice Licensee promptly following the delivery of Licensed Software. All payments hereunder (including services performed in Exhibit A) are due to Company within thirty (30) days of the date of receipt of a correct invoice. Interest charges of 1.50% per month (or the highest rate permissible under applicable law, if less) may accrue daily on all amounts not received when due. All pricing and currency amounts are expressed in United States Dollars.

2.4 Records and Audits. Licensee agrees to keep all proper records and books of account and all proper entries therein relating to its reproduction or distribution of the Licensed Software and serial numbers under this Agreement, including, at a minimum, the following information as to each copy: the name of the individual, company and, department using or reproducing the Licensed Software for distribution, the date of delivery of the copy to an End-User, and the name and location of the End-User. Company reserves the right to engage a third-party, independent auditor to conduct audits in order to verify that the terms of this Agreement are being met. On no less than 10 days' prior written notice and no more than once annually, Company may retain an independent certified public accountant, assisted by an independent computer expert reasonably acceptable to both Parties, to audit the computers and applicable records of Licensee in order to

verify that Licensee is in compliance with the terms of the License granted under this Agreement. At Company request, Licensee will provide a knowledgeable employee to assist in such audit; provided, however, that if such audit reveals that Licensee has underpaid amounts owing to Company hereunder, the underpaid amounts (the "Shortfall") shall be considered due and payable as of the day each of the payments should have been made under the Agreement and shall bear interest from such date at a rate of 1.5% per month or the maximum allowed by law, whichever is less ("Interest").

- 2.5 Delivery. Licensed Software and Documentation will be delivered electronically within thirty (30) days of fully executing this Agreement. Other services, if applicable will be mutually scheduled between the Parties.
- 2.6 Tariff/Tax Applicability. If any items ordered by Licensee are or become subject to a tax or tariff, the Licensee will pay or reimburse Company for any tariff fees, taxes and other charges imposed as a result of this Agreement, including sales and use taxes, duties or levies imposed by any authority, government or government agency (excluding property taxes and taxes levied on Company's net income).

3. SUPPORT

3.1 Support

- (a) Primary Support. Licensee agrees to assume full responsibility for providing first line support to its End-Users or to third-parties to whom Licensee has distributed the Licensed Software.
- (b) Secondary and Tertiary Support. During each twelve-month period for which the Maintenance and Support fee (as defined in Section 3.3 below) has been paid (each such period being a "Maintenance Period"), Company shall provide technical support to the Contacts (defined in Exhibit B). : Company will provide support to Licensee related to the Contract Insight product features. This will consist of responding to support tickets as reasonably required to make Licensed Software application perform as per Product documentation. The first Maintenance and Support period shall commence upon the purchase of the software and shall expire on the first anniversary of such period. Upon receipt of a support ticket and verification of the Contact's account number, Company shall provide no later than the next business day response time for standard support to the Contacts between the hours of 9:00 a.m. and 8:00 p.m. EST time, Monday through Friday (excluding U.S. Federal holidays). Company will provide support only to the Contacts and no other individuals within the Licensees' company. Company will only provide support for versions of the Licensed Software modified and supplied by Company. Company will only provide support related to Company licensed products and functionality related to such licensed products. Support excludes training and formal consulting services unless otherwise purchased in Exhibit A. All other support shall be excluded from this Agreement and provided on a fee basis.
- (c) Contacts. Upon payment of the Maintenance and Support as per Exhibit A, Licensee shall be entitled to support for the contacts defined in Exhibit B. Company hereby grants the

Contacts the right to make unlimited email support calls and telephone support calls during operational hours as defined in Section 3.1 above. Licensee may change Contacts at any time by providing written notice to Company.

3.2 Maintenance and Updates.

- (a) Delivery of Updates. For any period in which Licensee has paid the Maintenance and Support fee (or the relevant pro-rata portion thereof in accordance with Section 3.3), Company shall deliver electronically to Licensee each Update for Licensed Software items purchased.
- (b) License to Updates. Company hereby grants Licensee a nonexclusive, nontransferable license during the term of this Agreement to use the Updates delivered under this Section 3.2 to provide primary technical support and training to End Users and to reproduce and distribute the Updates to End Users, provided that the License and annual Maintenance and Support fees for the Licensed Software have been paid.
- (c) Response Time. Company agrees to next day response time on all Maintenance and Support calls and emails during Company's normal work week, Monday thru Friday, 9:00am to 8:00pm Eastern Standard Time, excluding U.S. Federal holidays.

3.3 Maintenance and Support Fees. The Maintenance and Support Fee is defined in Exhibit A. Licensee is entitled to support and the right to receive and distribute Updates during the paid Maintenance and Support period as outlined in Exhibit A. If Licensee orders additional copies or users licenses of Licensed Software during any paid Maintenance and Support period, Licensee shall submit a purchase order in the amount of a pro-rata portion of the Maintenance and Support Fee for each additional copy of the Licensed Software concurrently with the purchase order for such new copies of the Licensed Software. The pro-rata portion of the Maintenance and Support fee shall be calculated by multiplying the full Maintenance and Support fee for each new copy of Licensed Software by a fraction equal to the remaining amount of time in the Paid Maintenance and Support period. Pricing for Maintenance and Support during the first twelve months will remain fixed at the rates set forth in Exhibit A. After the first year, Company reserves the right to increase annual Maintenance and Support fees with thirty (30) days written notice via invoice prior to renewal; increases shall not exceed eight (8) percent per year.

4. REQUIRED MARKINGS AND TRADEMARKS

- 4.1 Trademarks. Company and its licensors shall have and retain sole ownership of Company logo, trade names and trademarks ("Trademarks"), Copyrights, including the goodwill pertaining thereto.
- 4.2 Required Markings. Licensee shall not remove the Company name and logo, and any other Company trademarks and trade names reasonably requested by Company on each screen, disk or CD which contains the Licensed Software or Documentation and each package label. Licensee shall not remove any proprietary rights notices from the Licensed Software or Documentation.

5. WARRANTY

5.1 Licensee Warranty. Licensee hereby represents and warrants that (i) Licensee is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) this Agreement is a legal and valid obligation binding upon Licensee and enforceable in accordance with its terms; and (iii) the execution, delivery and performance of this Agreement by Licensee does not conflict with any agreement, instrument or understanding, oral or written, to which Licensee is a party or by which Licensee may be bound and does not violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

5.2 Company Warranty. Company warrants that it has all the necessary right, title and interest in and to the Licensed Software and related Documentation to enter into this License Agreement. Company warrants that for a period of thirty (30) days following delivery of the Licensed Software by Company, the Licensed Software shall perform in all material respects in accordance with its product Documentation provided by Company and the master files shall be free from all known material defects in materials and workmanship. In the event of any such defects, Company agrees to, at the Company's sole discretion, attempt to correct the defect within 90 days or refund Licensee's payment in full for License Fees; provided, however, that Company is notified in writing of such defects within thirty (30) calendar days of installation of the Licensed Software by Company. Company warrants that the Licensed Software will perform in accordance with the Company related specifications, descriptions, standards, and functionality set forth in its Documentation. Company warrants that the Licensed Software is compatible with the hardware and software specifications listed in Exhibit D at the time the Licensed Software is delivered. Due to the complex nature of computer software and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all equipment and software equipment and software configurations. Company cannot and does not provide legal advice for Licensee data or related processes. Licensee expressly assumes all risk for such use.

COMPANY MAKES NO OTHER WARRANTIES, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

6. INDEMNITY

To the extent allowed by applicable law, Licensee agrees to indemnify, defend and hold Company, its affiliates, their agents, customers, officers, directors and employees harmless from any and all costs, liabilities and damages (including reasonable attorney's fees) caused by or arising out of a claim brought or threatened against Company, its agents and employees for Licensee's misuse of the Licensed Software, Modifications, and Updates, as delivered by Company.

7. LIMITATION OF LIABILITY

7.1 Waiver of Consequential Damages. IN NO EVENT WILL COMPANY'S BE LIABLE TO LICENSEE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING WITHOUT LIMITATION ANY LOSS OF INCOME, LOSS OF PROFITS OR LOSS OF DATA, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE GRANT OF THE LICENSE HEREUND

- 7.2 Limitation of Liability. COMPANY'S TOTAL LIABILITY TO LICENSEE OR ANY THIRD PARTY HEREUNDER SHALL NOT EXCEED THE LICENSE FEES PAID HEREUNDER.
- 7.3 Company's liability, if any, is limited to the extent the Licensee's use is in accordance to this Agreement, product Documentation, and in accordance to applicable laws and regulations. Company indemnifications to Licensee or any third-party will not apply to Licensee's breach of this Agreement, Licensee's violations of any applicable laws or regulations, modifications to Licensed Software by Licensee, combining Licensed Product or company's product or services with materials not provided by Company, data stored outside of Company's control, acts that could have been reasonably be avoided by Licensee, Licensee mis-use of the Product or services in accordance to this Agreement, or product documentation.

8. TERM

- 8.1 Term. Subject to the provision set forth below, this is a perpetual Agreement for the Licensed Software.
- 8.2 Termination for Cause. Either Party, as applicable, shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement as follows:
- (a) by Company, effective upon thirty (30) days written notice, if Licensee fails to pay the amounts due to Company pursuant to Section 2 hereof;
 - (b) by either Party, effective immediately upon written notice if the other Party commits any material breach of the terms hereof which, in the case of a breach capable of remedy (except as set forth in (a) above), shall not have been remedied within thirty (30) days of the receipt by the Party in default of notice specifying the breach and requiring its remedy; or
 - (c) by either Party effective immediately upon written notice (i) all or a substantial portion of the assets of the other Party are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, (ii) a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or (iii) the other Party is adjudged bankrupt.
- 8.3 Termination During Trial Period. There shall be a period of thirty (30) days commencing with the date of delivery of the Licensed Software, for the purpose of allowing Licensee to evaluate the Licensed Software to determine, in its sole discretion and to its sole satisfaction, whether the Licensed Software is suitable for Licensee's intended use thereof. Company further warrants that, during this thirty (30) day period, where Licensee is not satisfied with Licensed Software, Licensee may notify the Company in writing, return Licensed Software, and receive a full refund for License Fees excluding Training, Data Transfer, Installation, and Services Fees.
- 8.4 Effect of Termination. Upon termination Licensee shall be entitled to distribute the Licensed Software over their business network to End Users for a period not to exceed thirty (30) days from the date of termination. Licensee shall have no right to receive a refund of any of the fees paid hereunder, except for Termination During Trial period as outlined in 8.3. Except, as specifically set forth in this Section 8.4, the termination of this Agreement, for whatever reason, shall act to terminate the licenses granted in Section 1.1 and 1.2 of this Agreement. Upon expiration or

termination of the Agreement, Company shall have and hereby reserves all rights and remedies that it has by operation of law or otherwise to enjoin the unlawful or unauthorized reproduction, distribution or use of the Licensed Software and Documentation.

9. CONFIDENTIALITY

- 9.1 Confidentiality of Company's Information. Licensee will maintain in confidence any confidential or proprietary information of Company disclosed to it by Company, including, without limitation, any information regarding scientific, software, engineering, manufacturing, marketing, business plan, financial or personnel matter relating to Company, whether in oral, written, graphic or electronic form ("Confidential Information"). Licensee will not use, disclose, or grant use of any Confidential Information except as expressly authorized by Company. To the extent Company authorizes any disclosure, Licensee will obtain prior agreement from its employees, agents or consultants to who Licensee intends to disclose such information. Such employees, agents and consultants shall hold such information in confidence and shall not make use of such information for any purpose other than those permitted by Company. Licensee will use at least the same standard of care as it uses to protect its own similar Confidential Information to ensure that such employees, agents, or consultants do not disclose or make any unauthorized use of such Confidential Information. Licensee will promptly notify Company upon discovery of any unauthorized use or disclosure of the Confidential Information.
- 9.2 Confidentiality of Licensee's Information. Company agrees that any and all information in any form that is provided to Company or any Company representative by Licensee as part of this Agreement or learned by Company or any Company representative during the course of this Agreement is provided and received in confidence, and Company will use commercially reasonable efforts to protect the confidentiality of such information, and of any other proprietary or non-public information of or relating to Licensee, its employees, agents or its related companies of which Company or any Company representative becomes aware or acquires during the performance of this Agreement. Company also agrees that it will take all necessary steps to ensure that such confidential information will not be disclosed to, or used by any person, association, or entity except Company's own employees, and then only to the extent necessary to permit Company to perform this Agreement. Further, Company agrees to keep this Agreement and all its terms and conditions strictly confidential. The confidentiality and non-disclosure obligations contained herein will survive and continue after termination of this Agreement or any related Agreements the Parties may execute, and will bind Company's legal representatives, successors and permitted assigns.
- 9.3 Exceptions. The obligations of confidentiality will not apply to the extent that either Party can establish by competent proof that such Confidential Information
 - (a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party;
 - (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

- (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;
- (d) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a third Party who had no obligation to the disclosing Party not to disclose such information to others.

9.4 Remedy. An infringement or other violation of a Party's proprietary rights by the other Party, including disclosure of any of a Party's Confidential Information in violation of the terms of this Agreement ("Proprietary Rights Violation"), may cause immediate and irreparable injury, loss and/or damage to the non-disclosing Party for which an adequate remedy at law may not exist. Therefore, in the event of an actual or threatened Proprietary Rights Violation by a Party, through any means whatsoever, the other Party may obtain from a court of competent jurisdiction specific performance and/or temporary or permanent injunctive relief to prevent a Proprietary Rights Violation without the necessity of showing irreparable harm.

10. VISDOM+ ADDITIONAL TERMS

- 10.1 The terms and conditions in this Section 10 are only applicable if Licensee has purchased VISDOM+.
- 10.2 VISDOM+ Terms. VISDOM+ leverages Company's proprietary artificial intelligence technology by Company and by AI Processor. AI Processor may act as data subprocessor for any information input into VISDOM+. Company is not a data controller of any information processed while using VISDOM+. Company may alter or cease to offer VISDOM+ to Licensee at any time with reasonable advance notice to Licensee. Licensee's users control the content and amount of information uploaded to VISDOM+. AI Processor may process Licensee data through VISDOM+ for generating or analyzing documents, chatting with system users, or to carry out other VISDOM+ features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in VISDOM+. The AI Processor as of the effective date is OpenAI. Company may change the AI Processor with reasonable advance notice to Licensee.
- 10.3 VISDOM+ Pricing. Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Licensee. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, Company may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Licensee will be invoiced monthly for VISDOM+ fees.

11. MISCELLANEOUS

- 11.1 Modification and Amendment. Except as otherwise set forth herein, this Agreement may be modified or amended only in writing by the consent of both Parties.
- 11.2 Survival. Sections 1.1, 2.3, 2.4, 4, 6, 7, 8, 9, and 11 shall survive termination of this Agreement.

- 11.3 Governing Law. This Agreement is made in accordance with and shall be governed and construed under the laws of the State of New Jersey. The parties expressly waive the United States Convention for the International Sale of Goods.
- 11.4 Partnership of Joint Venture. No agency, employment, partnership, joint venture, or other joint relationship is created hereby, it being understood that Licensee and Company are independent contractors vis-à-vis one another and that neither has any authority to bind the other in any respect whatsoever. Upon execution of this Agreement, Company shall have the right to use Licensee name and to disclose Licensee in Company press releases and other publications.
- 11.5 Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the Party's reasonable control.
- 11.6 Export Control. The parties acknowledge that the Licensed Software may be subject to the export control laws of the United States of America, including the U.S. Bureau of Export Administration regulations, and hereby agree to obey any and all such a laws. The parties agree to comply with the U.S. Foreign Corrupt Practices Act of 1977, as amended, and with all applicable foreign laws relating to the use, importation, licensing or distribution of the Licensed Software.
- 11.7 Notices. All notices, demands, or consents required or permitted under this Agreement shall be in writing or sent by postal service to the other Party at the address set forth below (or such other address as indicated by Company from time to time).

COMPANY:

CobbleStone Systems Corp.
Attn: Legal
428 South White Horse Pike
Lindenwold NJ 08021

LICENSEE:

{---Company Name---}
{---Street1---} {---Street2---}
{---City---}, {---State/Province---} {---Postal Code---}

- 11.8 Other notices. Open Source disclosures are made available at <https://wiki.cobblestonesoftware.com/docs/opensourceoftware>
- 11.9 Assignment. Neither Party may assign this Agreement or any of its rights, duties or obligations under this Agreement to any third Party without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights and delegate its obligations under this Agreement without the consent of the other

Party to a purchaser of all or substantially all of its voting stock or capital assets or to an entity with which such Party merges or is consolidated or, in the case of Licensee, in whole or in part, to any affiliate of Licensee upon written notice to Company specifying the name of the assignee and its location, whereupon the assignor shall no longer be entitled to any rights or benefits or incur any obligations under the Agreement for those copies of the Licensed Software.

- 11.10 Severability and Waiver. In the event any provision of this Agreement is held to be invalid or unenforceable subject to applicable laws, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect. Any waiver (express or implied) by any Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.
- 11.11 Parties Advised by Counsel. This Agreement has been negotiated between unrelated parties who are sophisticated and knowledgeable in the matters contained in this Agreement and who have acted in their own self-interest. In addition, legal counsel has represented each Party. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties. This Agreement shall not be interpreted or construed against any Party to this Agreement because that Party or any attorney or representative for that Party drafted this Agreement or participated in the drafting of this Agreement.
- 11.12 Entire Agreement. This Agreement and all Exhibits referred to herein embody the entire understanding of the parties with respect to the subject matter thereof and shall supersede all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter thereof.
- 11.13 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.
- 11.14 Successors and Assigns. All provisions of the Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the respective successors and permitted assigns of Company and Licensee.
- 11.15 Priority. To the extent that the terms and conditions of this Agreement conflict with any written statements or representations made by Company including, but not limited to, those contained in any license agreement contained in shrink-wrapped packages of the Licensed Software or in electronic on-line license agreements, the terms and provisions of this Agreement shall be controlling.
- 11.16 General. Company may disclose Customer name in bids, proposals, audits and as required by applicable laws or regulations.

12. DISPUTE RESOLUTION.

- 12.1 Good Faith Negotiations. Any disputed matter will first be attempted to be resolved by good faith negotiations between local management.

- 12.2 Mediation. (i) Any dispute, controversy or claim arising out of or related to this Agreement or the interpretation, application, breach, termination or validity thereof, including any claim of inducement by fraud or otherwise, which claim would, but for this provision, first be mediated through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR") or if CPR is not acceptable, JAMS (as mutually agreed to between the Parties in advance), except where that procedure conflicts with these provisions in which case these provisions control. The mediation shall be conducted in New Jersey. (ii) The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. (iii) The parties shall promptly confer in an effort to select a mediator by agreement.
- 11.3 Publicity. Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement in one or more counterparts as of the date first written below.

By: _____

By: _____

Mark Nastasi

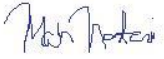
Name: _____

Executive Vice President

Title: _____

GSA AUTHORIZED PRICING LIST

ATTACHED



Sept 15 2024

SOFTWARE LICENSING OPTIONS DISCUSSION

This section is intended to promote a baseline understanding of application system software licensing options and the pricing associated with those options.

Contract Insight Enterprise Edition Version 11 license pricing is based on the following components:

1. Application System Deployment Type
2. User Licensing Type
3. User Licensing Level
4. Application System Add-on Modules, Connectors, and Gateway Portals

The first component, Application System Deployment Type, deals with your organization's decision regarding where the application system is to be installed and hosted. If your organization wishes to host the application system software on your organization's hardware server(s) and/or behind your organization's firewall(s), the Deployment Type is known as "Client Hosted/Deployed". If your organization prefers to have CobbleStone Systems host the application system software, the Deployment Type is known as CobbleStone Hosted in a "Software as a Service" (SaaS) delivery environment. In an effort to assist your organization with making this decision, the differences between these two (2) Deployment Types are identified below:

- Client Hosted/Deployed
 - Pricing Table References: GSA Table 4, Table 5, Table 6, Table 7, Table 8, Table 9
 - Licensed Application Software is installed and hosted on the client organization's server(s) and behind the client organization's firewall(s), and utilizing the client organization's infrastructure and network
 - The client organization bears the responsibility and expense of providing, managing, monitoring, supporting, administering and troubleshooting all associated client organization servers, server software, firewalls, peripherals, networking, infrastructure and interconnectivity components unless otherwise contracted by CobbleStone Systems Corp.
 - Involves a one-time perpetual licensing fee for the Client licensed Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - Involves an annual Maintenance & Support fee for the Client licensed Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - Provides optional Client licensed Web Service API Connector accessibility to the Client Application System for the purpose of additional interfacing and/or integration
 - Provides "Database Direct" accessibility to the Client licensed Application System for the purpose of interfacing and/or integration
- CobbleStone "Software as a Service" (SaaS)
 - Pricing Table References: GSA Table 1, Table 2, Table 3
 - Client licensed Application Software is installed and hosted on CobbleStone's Hosting Partner's servers and behind the CobbleStone Hosting Partner's firewall(s), and utilizing the CobbleStone Hosting Partner's infrastructure and network
 - CobbleStone and The Hosting Partner bears the responsibility and expense of providing, managing, monitoring, supporting, administering and troubleshooting all associated Hosting Partner servers, server software, firewalls, peripherals, networking, infrastructure and interconnectivity components.
 - Involves a recurring Annual Subscription licensing fee for the Client licensed Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - The recurring Annual Subscription licensing fee includes the Maintenance & Support fee for the Client licensed Application Core System, Add-on Modules, Add-on Gateway Portals, Add-on Connectors, Third-Party software platform integration connectors, and Application Users.
 - Provides optional Client licensed Web Service API Connector accessibility to the Client licensed Application System; required for the purpose of interfacing and/or integration

- Provides optional Client licensed Active Directory Federated Services Connector for Active Directory Integration implementation
- Advanced and/or dedicated server configurations are available and are priced separately at time of request

The second component, User Licensing Type, deals with your client organization's decision regarding Named Users versus Concurrent Users. CobbleStone Systems offers all Client organizations flexibility when making their decision on Contract Insight ENTERPRISE Edition v11 user licenses by providing two choices, Concurrent user licenses or Named user licenses. The following are user license definitions:

Concurrent User License

CobbleStone Systems offers Concurrent user licenses for Contract Insight Enterprise Edition and defines concurrent users as the total number of users accessing the Licensed Software within a specified Server Session time-out period. An unlimited number of named users may be defined and have access privileges (active username and password) to the system and receive email alerts and calendar notifications. NOTE: Concurrent user licenses may be purchased in any quantity at and above 5 Concurrent user licenses (e.g. 18 licenses, 32 licenses, etc.) before initial deployment and in any quantity at and above 1 Concurrent user license (e.g. 1 license, 3 licenses, etc.) after initial deployment. Pricing Table References: GSA Table 1, Table 4.

Named User License

CobbleStone Systems offers Named user licenses for Contract Insight Enterprise Edition and defines named users as individuals authorized by the Application Administrator to use the system which is installed on a single server or multiple servers regardless of whether or not the individual is actively using the system at any given time. A user must be named and activated to have access privileges (active username and password) . NOTE: Named user licenses may be purchased in any quantity at and above 5 Named user licenses (e.g. 18 licenses, 32 licenses, etc.) before initial deployment and in any quantity at and above 1 Named user license (e.g. 1 license, 3 licenses, etc.) after initial deployment. Pricing Table References: GSA Table 2, Table 5.

In an effort to assist your Client organization with making this decision, the primary distinction between Concurrent User Licenses and Named User Licenses follows:

Concurrent User Licenses are a pooled resource to be shared amongst the client organization's user universe, while Named User Licenses are dedicated to a specific named Client individual user and cannot be shared with any other potential Client users without first deactivating the assigned named Client user.

Note: User Licensing Type Ratio, deals with your Client organization's decision regarding the ratio of Named Users to Concurrent User Licensing. The most prominently accepted industry standard for this ratio is 2 or 3 Named Users per Concurrent User License. CobbleStone Systems typically develops and provides Pricing Schedules for a ratio of 2 Named Users per Concurrent User License and 3 Named Users per Concurrent User License. This will enable your organization to select a licensing ratio which most closely reflects your Client organization's budget and needs based on your Client organization's User Demand Usage Model.

The third component, User Licensing Level, deals with user license roles, access, and privileges for your Client organization's User Universe. CobbleStone Systems offers Client organizations flexibility when making their decision on Contract Insight ENTERPRISE Edition user license levels by providing four choices, ADMIN (Application Administrators) user licenses, SUPER/POWER (Power users with limited ADMIN privileges) user licenses, STANDARD (users with "CRUD" privileges on application data) user licenses, and READ-ONLY (users with Read-Only privileges) user licenses. In an effort to assist your Client organization with selecting appropriate licensing levels, the following grid identifies a sample universe of roles, access, privileges, and restrictions associated with each Contract Insight Enterprise Edition v11 Licensing Level. Pricing Table References: GSA Table 1, Table 2, Table 4, Table 5.

Roles / Access / Privileges	License Level Restrictions			
	Admin	Super / Power	Standard	ReadOnly
Manage Vendors and Customers	YES	YES	NO	NO
Manage Employees and Users	YES	NO	NO	NO
Manage Contract Types	YES	YES	NO	NO
Manage Contract Categories	YES	YES	NO	NO
Manage Contract Tasks	YES	YES	YES	NO
Manage Locations	YES	YES	NO	NO
Add Contracts	YES	YES	YES	NO
Manage Status List	YES	YES	NO	NO
Manage Contract Occurrence	YES	YES	NO	NO
Manage Custom Fields	YES	NO	NO	NO
Manage Custom Reports	YES	YES	NO	NO
View Contracts	YES	YES	YES	YES
Delete Contracts	YES	YES	YES	NO
Manage Departments	YES	YES	NO	NO
Add Contract Notes	YES	YES	YES	NO
View Vendors/Customers	YES	YES	YES	YES
Export Calendar	YES	YES	YES	YES
Template Changes to All	YES	YES	YES	NO
Add Vendors/Customers	YES	YES	NO	NO
Display only My Contract Alerts on Calendar	YES	YES	YES	YES
Display Dept. Task Alerts on Calendar	YES	YES	YES	YES
Display All Contract Alerts on Calendar	YES	YES	YES	YES
Search Only My Contracts in System	YES	YES	YES	YES
Search All Contracts in System	YES	YES	YES	YES
View My Contracts	YES	YES	YES	YES
View Contracts in My Depts.	YES	YES	YES	YES
View All Contracts	YES	YES	YES	YES
Edit My Contracts	YES	YES	YES	NO

Roles / Access / Privileges	License Level Restrictions			
	Admin	Super / Power	Standard	ReadOnly
Edit My Dept. Contracts	YES	YES	YES	NO
Delete My Contracts	YES	YES	YES	NO
Delete My Dept. Contracts	YES	YES	YES	NO
Add Tasks on My Contracts	YES	YES	YES	NO
Edit My Tasks	YES	YES	YES	NO
Delete My Tasks	YES	YES	YES	NO
Edit My Dept. Tasks	YES	YES	YES	NO
Delete My Dept. Tasks	YES	YES	YES	NO
Add Tasks on My Dept. Contracts	YES	YES	YES	NO
Manage Contract Clauses	YES	YES	NO	NO
Allow Template Export to Word	YES	YES	YES	NO
Solicitations - Add	YES	YES	YES	NO
Solicitations - Delete My	YES	YES	YES	NO
Solicitations - Delete My Departments	YES	YES	YES	NO
Solicitations - Add Notes	YES	YES	YES	NO
Solicitations - Manage Tasks	YES	YES	YES	NO
Solicitations - Add Tasks - Limit to User	YES	YES	YES	NO
Solicitations - Add Tasks - Limit to User Depts.	YES	YES	YES	NO
Solicitations - View All	YES	YES	YES	YES
Solicitations - View My	YES	YES	YES	YES
Solicitations - View My Departments	YES	YES	YES	YES
Solicitations - Edit My	YES	YES	YES	NO
Solicitations - Edit My Dept. Tasks	YES	YES	YES	NO
Solicitations - Edit My Tasks	YES	YES	YES	NO
Solicitations - Delete My Tasks	YES	YES	YES	NO
Solicitations - Delete My Dept. Tasks	YES	YES	YES	NO
Contract Links: Add for My Dept	YES	YES	YES	NO
Contract Links: Delete for My Dept	YES	YES	YES	NO
Contract Attachments: Add for My Dept	YES	YES	YES	NO
Contract Attachments: Delete for My Dept	YES	YES	YES	NO

Roles / Access / Privileges	License Level Restrictions			
	Admin	Super / Power	Standard	ReadOnly
Delete Contract Notes	YES	YES	YES	NO
Contract Attachments: Add for My Contracts	YES	YES	YES	NO
Contract Attachments: Delete for My Contracts	YES	YES	YES	NO
Contract Links: Add for My Contracts	YES	YES	YES	NO
Contract Links: Delete for My Contracts	YES	YES	YES	NO
View Workflows	YES	YES	YES	YES
Contract Requests: Edit/Manage	YES	YES	YES	NO
Contract Requests: Delete	YES	YES	YES	NO
Contract Requests: Search/View All	YES	YES	YES	YES
Contract Requests: Search/View My	YES	YES	YES	YES
Contract Requests: Search/View My Dept.	YES	YES	YES	YES
Manage Custom Searches	YES	YES	NO	NO
Manage Workflows	YES	NO	NO	NO
Contract Requests: Add	YES	YES	YES	NO
Copy Contract	YES	YES	YES	NO
Search My Departments Contracts in System	YES	YES	YES	YES
Edit All Contracts	YES	YES	YES	NO
Delete My Ratings	YES	YES	YES	NO
Rate My Contracts	YES	YES	YES	NO
Rate My Department Contracts	YES	YES	YES	NO
Rate All Contracts	YES	YES	YES	NO
Display My Dept Contract Alerts on Calendar	YES	YES	YES	YES
Display My task alerts on Calendar	YES	YES	YES	YES
Display All task alerts on Calendar	YES	YES	YES	YES
Template Changes to My Contracts	YES	YES	YES	NO
Template Changes to My Dept Contracts	YES	YES	YES	NO
Allow Template View	YES	YES	YES	YES
Contract Requests: Edit/Manage My	YES	YES	YES	NO
Contract Requests: Edit/Manage My Dept.	YES	YES	YES	NO
Contract Requests: Delete My Dept.	YES	YES	YES	NO

Roles / Access / Privileges	License Level Restrictions			
	Admin	Super / Power	Standard	ReadOnly
Manage All AdHoc Reports	YES	YES	NO	NO
Manage My AdHoc Reports	YES	YES	YES	NO

The fourth component, Application System Add-on Modules/Connectors/Gateway Portals/Components, deals with application system add-ons which extend and expand the universe of features and functionality within Contract Insight Enterprise Edition v11. Pricing for all Contract Insight Enterprise Edition v11 application system add-ons are based on and specified as a percentage (%) of your Client organization's total cumulative Core System and User Licensing. Pricing Table References: GSA Table 3, Table 6, Table 9.

In summary, (Core System Licensing and User Licensing), CobbleStone's application system software licensing is specified for both the Core System and the User Universe. The Core System Licensing is a fixed fee and the User Licensing is a variable fee based on the number of application system software users to be licensed. User License Pricing is tiered and discounted based on volume.

ADD-ON FUNCTIONALITY DISCUSSION

This section is intended to promote a baseline understanding of Version 11 Contract Insight Enterprise Edition application system software licensing Add-On Functionality options which are specified and detailed on GSA Table 3, Table 6, and Table 9.

Contract Insight Enterprise Edition Version 11 Add-On options are as follows:

SOLICITATION, E-SOURCING, E-PROCUREMENT MANAGEMENT SOFTWARE MODULE

Create, manage, track and monitor Solicitations, Procurements, Bids, RFxs (RFIs, RFPs, RFQs), and more. Enhance the creation process with the optional Document Authoring and Creation Module Add-On (described later). Manage and monitor the life cycle of your Solicitations by configuring workflows for the Solicitations. Attach an unlimited number of documents, images, and files. Identify targeted vendors. Identify interested vendors. Identify participating vendors. Attach an unlimited number of vendor response documents, images and files to each Solicitation, Procurement, Bid, and RFx. Enhance the publication, advertising and vendor communication/collaboration process with the optional Vendor/Client/Supplier/Partner Collaboration Gateway Portal. Rate and grade vendor responses. Award selected winning vendors. Convert awards into Contract Requests or Contracts.

DOCUMENT AUTHORING AND CREATION MODULE

Create a centralized repository of standardized document templates that can be leveraged and used by the procurement specialists to quickly and efficiently generate and publish consistent, quality-controlled Solicitations, Procurements, Bids, RFxs (RFIs, RFPs, RFQs), and more. Create a centralized repository of standardized document templates that can be leveraged and used by the Contract Administrators to quickly and efficiently generate and publish consistent, quality-controlled Contracts, Agreements, and more. Use the document field merge function to efficiently and easily merge data fields from the Solicitation/Procurement Record or the Contract/Agreement Record when generating and publishing solicitation-specific or contract-specific documents and forms. Define the merge fields required to integrate solicitation-specific or contract-specific variable information into the document template.

VENDOR/CLIENT/SUPPLIER/PARTNER COLLABORATION SOFTWARE GATEWAY PORTAL

Extend the functionality and collaboration scope of the Contract Management Module and the Solicitation/Procurement Management Module with the Vendor/Client Collaboration Gateway Portal:

A. Solicitation/Procurement Management Features

Extend the functionality of the Solicitation/Procurement Management Module with the following Vendor/Client Collaboration Gateway Portal features:

1. Provide public access to the list of public procurement requests.
2. Provide secure access to the list of non-public Procurement requests for registered vendors/respondents with valid login credentials.
3. Publish and post Requests such as Solicitations, Procurements, Bids, RFxs (RFIs, RFPs, RFQs), and more.
4. Communicate status of published/advertised requests (open, closed, awarded, etc...)
5. Provide Solicitation-specific documents and files for vendor/respondent download (i.e.: vendor downloads associated files and docs).
6. Collect solicitation specific vendor/respondent intentions (i.e. vendor declares interest to participate in request).
7. Collect vendor/respondent specific questions about the published/advertised request.
8. Publish questions and answers to the interested vendors/respondents.
9. Collect vendor/respondent specific responses to published/advertised requests.

B. Vendor/Supplier/Client Registration Features

Extend the functionality of the Vendor Client Collaboration Gateway with the optional Vendor/Client Registration add-on Component:

1. Invite potential vendors/respondents to register (assisted/scrutinized/evaluated or un-assisted/self-serve/un-evaluated).
2. Provide Registered Vendors with optional function to manage registration of additional Vendor/Client Collaboration Gateway login/access for additional representatives from their organizations.

C. Vendor/Supplier/Client Information Request Features

Extend the functionality of the Vendor/Client Collaboration Gateway Portal with the optional Vendor/Client Information Request add-on Component:

1. Publish information requests to targeted vendors/clients
2. Collect responses from responding vendors/clients for the targeted information requests
3. Publish surveys to targeted vendors/clients
4. Collect responses from responding vendors/clients for the targeted surveys

D. Contract Management Features

Extend the functionality of the Contract Management Module with the following Vendor/Client Collaboration Gateway Portal features:

1. Provide vendors/clients access to view the contracts/agreements they have entered into with your organization
2. Provide vendors/clients optional access to view targeted documents and files attached to the contracts/agreements they have entered into with your organization.
3. Provide vendors/clients optional access to add notes, and/or questions to contracts/agreements they have entered into with your organization.
4. Provide vendors/clients optional access to the vendor/client contract request function
5. Provide vendors/clients optional access to download target documents and files attached to the contracts/agreements they have entered into with your organization.
6. Provide vendors/clients optional access to uploading files and documents to the contracts/agreements they have entered into with your organization.
7. Provide vendors/clients optional access to "Negotiate Now" function for contracts/agreements your organization is currently negotiating with them.

E. E-signature Security Management Features

Extend the functionality of the Vendor/Client Collaboration Gateway Portal and the Contract Management Module's "Negotiate Now" function with the optional E-signature Security Management add-on Component:

1. Provide E-signature registration for your vendors/clients and business partners.

2. Provide E-signature PIN requests (Create, add, manage/change) for your vendors/clients
3. Provide E-signature of contracts/agreements by your vendors/clients within the "Negotiate Now" function.

PUBLIC ACCESS GATEWAY PORTAL

Provide your organization's general public with access to specified/selected contracts and associated files/attachments via rules based searching, querying, exporting, and downloading services:

1. Select Contract Records that will be available for public access.
2. Choose and display data elements that are available for public review.
3. Provide your general public with a branded landing page.
4. Allow your general public to search/query unrestricted Contract Records and display chosen data elements and files/attachments.

Optionally, the Public Access Gateway Portal may be further branded/customized, via professional services contracting, to meet your organization's needs and requirements.

All Software Annual Support and Maintenance is priced at 20% of the total license price and is billable when the license is purchased.

The following section presents each of the ten (10) Contract Insight Enterprise Edition v11 Pricing Tables.

- GSA Table 1: “Software as a Service” (SaaS) Concurrent Users for Core Contract Management System
- GSA Table 2: “Software as a Service” (SaaS) Named Users for Core Contract Management System
- GSA Table 3: “Software as a Service” (SaaS) Add-On Function for Core Contract Management System
- GSA Table 4: “Client Hosted/Deployed” Concurrent Users for Core Contract Management System
- GSA Table 5: “Client Hosted/Deployed” Named Users for Core Contract Management System
- GSA Table 6: “Client Hosted/Deployed” Add-On Function for Core Contract Management System
- GSA Table 7: “Client Hosted/Deployed” Concurrent Users Annual Support & Maintenance for Core Contract Management System License
- GSA Table 8: “Client Hosted/Deployed” Named Users Annual Support & Maintenance for Core Contract Management System License
- GSA Table 9: “Client Hosted/Deployed” Annual Support & Maintenance for Core Contract Management System License Add-On Function
- GSA Table 10: Professional Services Rates

GSA AUTHORIZED PRICING LIST

CobbleStone Software Ver.22

Contract Insight Ver.22

Prices Show Herein are Net (discount deducted)

[continues on next page(s)]

Table 1 –CobbleStone Contract Management Software, eSourcing Software, Vendor Management Software **SaaS** Hosted **Concurrent** User License Ver.22 GSA Pricing which applies to SIN 511210 TERM - Cloud Computing Software (Software as a Service)

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

SIN	Table 1 CobbleStone Software Contract Insight Enterprise Edition Version 22 SaaS Hosted CONCURRENT USER ANNUAL HOSTED PRICING - Core System ^{1, 1c}	Unit of Measure	GSA Annual Price Per Unit with IFF
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted Core System License ^{1b}	Per System Instance	\$ 4,878.19
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 2 - 9 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 872.14
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 10 - 19 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 863.27
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 20 - 39 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 854.41
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 40 - 59 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 846.35
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 60 - 79 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 837.48
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 80 - 99 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 828.61
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 100 - 199 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 819.75
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 200 - 299 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 811.69
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 300 - 399 ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 802.02
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 400+ ADMIN Concurrent Users License Add-on ^{1a, 1b}	Per ADMIN Concurrent User	\$ 793.95
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 1 - 9 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 683.53
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 10 - 19 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 677.08
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 20 - 39 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 669.82
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 40 - 59 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 663.38
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 60 - 79 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 656.12
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 80 - 99 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 649.67
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 100 - 199 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 642.42
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 200 - 299 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 635.97
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 300 - 399 SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 628.72
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 400+ SUPER Concurrent Users License Add-on ^{1b}	Per SUPER Concurrent User	\$ 622.27
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 1 - 9 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 549.72
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 10 - 19 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 544.08
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 20 - 39 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 538.44
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 40 - 59 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 533.60
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 60 - 79 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 527.96
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 80 - 99 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 522.32
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 100 - 199 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 516.68
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 200 - 299 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 511.03
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 300 - 399 STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 505.39
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 400+ STANDARD Concurrent Users License Add-on ^{1b}	Per STANDARD Concurrent User	\$ 500.55

Table 1 continued.

511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 1 - 9 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 324.03
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 10 - 19 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 320.81
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 20 - 39 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 317.58
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 40 - 59 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 314.36
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 60 - 79 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 311.13
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 80 - 99 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 307.91
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 100 - 199 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 304.69
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 200 - 299 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 301.46
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 300 - 399 READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 298.24
511210 TERM	Contract Insight Enterprise Annual SaaS Hosted 400+ READ-ONLY Concurrent Users License Add-on ^{1b}	Per READ-ONLY Concurrent User	\$ 295.01
¹ includes the following components: vendor/client/partner management, vendor/client rating, workflow management, contracts management, contract request management, contract authoring/drafting, security and permissioning, multi-table ad-hoc searching, online report designer, task management, contract document and file repository, vendor document and file repository, user document and file repository, contract type document and file repository, field manager, user defined tables, field mapper, mass contract transfers, mass task transfers, bulk data importer, budget and cost tracking, contract requesting, dashboards, email alerts. All other modules and functionality are priced separately as add-on modules described in this document. ** Stated pricing does not include any of the following items which may be purchased separately: + Application Installation Services and/or Training Services (via Professional Services) + Application Configuration Services and/or Integration/Interfacing Services (via Professional Services) + Application Add-on Modules, Gateway Portals, and Integration Connectors *** Stated pricing does not include any "Sales & Use" and/or "VAT" Taxes **** Requires annual/license contract ^{1a} Minimum of 2 ADMIN User License Add-ons must accompany each Core System License ^{1b} Overall minimum of 5 User License Add-ons with at least 2 ADMIN User License Add-ons and at least 3 User License Add-ons spread across the other User License Types (SUPER, STANDARD, READ-ONLY) ^{1c} CobbleStone Systems offers concurrent user licenses for Contract Insight Enterprise Edition and defines concurrent users as the total number of users accessing the Licensed Software within a specified Server Session time-out period. An unlimited number of named users may be defined and have access privileges (username and password) to the system and receive email alerts and calendar notifications.			

** Stated pricing does not include any of the following items which may be purchased separately:

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- + Application Installation Services and/or Training Services (via Professional Services)
- + Application Configuration Services and/or Integration/Interfacing Services (via Professional Services)
- + Application Add-on Modules, Gateway Portals, and Integration Connectors
- *** Stated pricing does not include any ""Sales & Use"" and/or ""VAT"" Taxes
- **** Requires annual/license contract

2a Minimum of 2 ADMIN User License Add-ons must accompany each Core System License

Table 2 – CobbleStone Contract Management Software, eSourcing Software, Vendor Management Software **SaaS Named** Users Ver.22: Core license plus five end-user licenses are required see notes 2a and 2b below. The pricing below applies to SIN 511210 TERM.

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SIN/SIN(s)	MFR PART NO/PRODUCT DESCRIPTION	UOI	GSA Annual Price per unit with IIF
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted Core System License2b	System Instance	\$ 4,878.19
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 2 - 9 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 440.91
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 10 - 19 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 436.07
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 20 - 39 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 432.04
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 40 - 59 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 427.20
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 60 - 79 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 423.17
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 80 - 99 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 419.14
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 100 - 199 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 414.31
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 200 - 299 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 410.28
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 300 - 399 ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 405.44
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 400+ ADMIN Named Users License Add-on2a , 2b	per ADMIN Named User	\$ 401.41
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 1 - 9 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 341.76
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 10 - 19 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 338.54
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 20 - 39 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 335.31
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 40 - 59 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 332.09
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 60 - 79 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 328.06
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 80 - 99 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 324.84
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 100 - 199 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 321.61
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 200 - 299 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 318.39
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 300 - 399 SUPER Named Users License Add-on2b	per SUPER Named User	\$ 314.36
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 400+ SUPER Named Users License Add-on2b	per SUPER Named User	\$ 311.13
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 1 - 9 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 274.86
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 10 - 19 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 272.44
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 20 - 39 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 269.22
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 40 - 59 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 266.80
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 60 - 79 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 264.38

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511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 80 - 99 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 261.16
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 100 - 199 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 258.74
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 200 - 299 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 255.52
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 300 - 399 STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 253.10
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 400+ STANDARD Named Users License Add-on2b	per STANDARD Named User	\$ 250.68
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 1 - 9 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 162.02
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 10 - 19 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 160.40
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 20 - 39 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 158.79
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 40 - 59 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 157.18
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 60 - 79 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 155.57
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 80 - 99 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 153.95
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 100 - 199 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 152.34
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 200 - 299 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 150.73
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 300 - 399 READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 149.12
511210 TERM	511210 TERMContract Insight Enterprise Annual SaaS Hosted 400+ READ-ONLY Named Users License Add-on2b	per READ-ONLY Named User	\$ 147.51

GSA Table 2 continued

Table 2 includes the following components: vendor/client management, vendor/client rating, workflow management, contracts management, contract request management, contract authoring/drafting, security and permissioning, multi-table ad-hoc searching, online report designer, task management, contract document and file repository, vendor document and file repository, user document and file repository, contract type document and file repository, field manager, user defined tables, field mapper, mass contract transfers, mass task transfers, bulk data importer, budget and cost tracking, contract requesting, dashboards, email alerts. All other modules and functionality are priced separately as add-on modules described in this document. Requires Core License, 2 Admin User Licenses and 3 other Users license.

** Stated pricing does not include any of the following items which may be purchased separately:

- + Application Installation Services and/or Training Services (via Professional Services)
- + Application Configuration Services and/or Integration/Interfacing Services (via Professional Services)
- + Application Add-on Modules, Gateway Portals, and Integration Connectors

*** Stated pricing does not include any ""Sales & Use"" and/or ""VAT"" Taxes

**** Requires annual/license contract

2a Minimum of 2 ADMIN User License Add-ons must accompany each Core System License

2b Overall minimum of 5 User License Add-ons with at least 2 ADMIN User License Add-ons and at least 3 User License Add-ons spread across the other User License Types (SUPER, STANDARD, READ-ONLY)

2c CobbleStone Systems offers named user licenses for Contract Insight Enterprise Edition and defines named users as individuals authorized by the Application Administrator to use the system which is installed on a single server or multiple servers regardless of whether or not the individual is actively using the system at any given time. A user must be named and Active to have access privileges (active username and active password).

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

GSA Table 3 Ver.22*

SIN	Table 3 Additional Modules Annual Hosting Pricing (add-ons) 3	Unit of Measure	GSA Annual Price with IFF	Annual Core Contract Management License %
	Modules:			
511210 TERM	511210 TERM Solicitation Management Module (Core) - License Add-on (requires Vendor/Client/Partner Collaboration Gateway Portal if Vendors require online searching of and/or responding to Solicitations)	per Module:base price of Solicitation Management Module (requires Core plus 5 users) (per) - License Add-on (requires Vendor/Client/Partner Collaboration Gateway Portal if Vendors require online searching of and/or responding to Solicitations)	\$ 3,247.80	plus 50% of Core System Users Licensed in Table 1 or Table 2
511210 TERM	511210 TERM Document Collaboration, Negotiation Module, IntelliSign electronic signature (Core) - License Add-on	per Module:base price of Document Collaboration, Negotiation Module, IntelliSign electronic signature (requires Core plus 5 users) (per) - License Add-on	\$ 3,247.80	plus 15% of Core System Users Licensed in Table 1 or Table 2
	Gateway Portals:			
511210 TERM	511210 TERM Vendor/Client/Partner - Supplier Registration - Collaboration Gateway Portal - License Add-on (optionally required for Solicitation Management Module)	per Module:base price of Vendor/Client/Partner - Supplier Registration - Collaboration Gateway Portal - License Add-on (requires Core plus 5 users) (per) (optionally required for Solicitation Management Module)	\$ 5,026.77	plus 30% of Core System Users Licensed in Table 1 or Table 2
511210 TERM	511210 TERM Public Access Gateway Portal License Add-on	per Module:base price of Public Access Gateway Portal License Add-on (requires Core plus 5 users) (per)	\$ 5,026.77	plus 20% of Core System Users Licensed in Table 1 or Table 2
	Connectors:			
511210 TERM	511210 TERM Web Service API Connector License Add-on (one connection)	per Module:base price of Web Service API Connector License Add-on (per one connection) (requires Core plus 5 users) (per)	\$ 3,037.13	plus 10% of Core System Users Licensed in Table 1 or Table 2
511210 PERP	511210 TERM Web Parts Connector License Add-on	per Module:base price of Web Parts Connector License Add-on (per one connector) (requires Core plus 5 users) (per)	\$ 1,787.49	plus 10% of Core System Users Licensed in Table 1 or Table 3
511210 TERM	511210 TERM Active Directory Federated Services ADFS) Connector (SAML 2.0 w/ WS Federation) - License Add-on (one production connection)	per Module:base price of Active Directory Federated Services ADFS) Connector (SAML 2.0 w/ WS Federation) - License Add-on (one production connection) (requires Core plus 5 users) (per)	\$ 3,037.13	plus 15% of Core System Users Licensed in Table 1 or Table 2
	Components:			
511210 TERM	511210 TERM Vendor/Client Survey Information Request Component - License Add-on (requires Vendor/Client/Partner Collaboration Gateway Portal)	per Module:base price of Vendor/Client Survey Information Request Component - License Add-on (requires Vendor/Client/Partner Collaboration Gateway Portal)	\$ 1,866.75	plus 5% of Core System Users Licensed in Table 1 or Table 2
511210 TERM	511210 TERM Third Party (DocuSign, AdobeSign, SignNow) E-Signature Connection Management Component - License Add-on	per Module:base price of Third Party (DocuSign, AdobeSign, SignNow, other) E-Signature Connection Management Component - License Add-on (requires Core plus 5 users) (per)	\$ 1,866.75	plus 5% of Core System Users Licensed in Table 1 or Table 2

3 All Add-On modules/portals/connectors and functionality are priced separately as described in this document. Pricing requires the license price above plus the percentage of licensed user price stated above.

* The above applies to SINS 511210 TERM.

GSA Table 4 Contract Insight Enterprise Edition Version 22 CLIENT INSTALLED **CONCURRENT** USER CLIENT INSTALLED **PERPETUAL** LICENSE PRICING Ver.22

SIN	Table 4 CobbleStone Software Contract Insight Enterprise Edition Version 22 CLIENT INSTALLED CONCURRENT USER CLIENT INSTALLED ONE-TIME PERPETUAL PRICING - Core System4 , 4a , 4d	Unit of Measure	GSA Annual Price Per Unit with IFF
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System Licence ^{4c}	per System Instance	\$ 7,551.84
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 2 - 9 ADMIN Concurrent Users License Add-on ^{4b, 4c}	per ADMIN Concurrent User	\$ 1,420.25
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 ADMIN Concurrent Users License Add-on ^{4b}	per ADMIN Concurrent User	\$ 1,406.55
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 ADMIN Concurrent Users License Add-on ^{4b}	per ADMIN Concurrent User	\$ 1,392.04
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 ADMIN Concurrent Users License Add-on ^{4b}	per ADMIN Concurrent User	\$ 1,378.34
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 ADMIN Concurrent Users License Add-on ^{4b}	per ADMIN Concurrent User	\$ 1,363.83
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 ADMIN Concurrent Users License Add-on ^{4b}	per ADMIN Concurrent User	\$ 1,350.13
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	\$ 1,334.81
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	\$ 1,321.91
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	\$ 1,306.60
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ ADMIN Concurrent Users License Add-on ^{4b, 4c}	per ADMIN Concurrent User	\$ 1,292.90
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,101.86
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,091.39
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,080.10
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,068.82
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,057.53
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,047.05
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 SUPER Concurrent Users License Add-on	per SUPER Concurrent User	\$ 1,035.77
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 SUPER Concurrent Users License Add-on	per SUPER Concurrent User	\$ 1,025.29
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 SUPER Concurrent Users License Add-on	per SUPER Concurrent User	\$ 1,014.01
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ SUPER Concurrent Users License Add-on ^{4b, 4c}	per SUPER Concurrent User	\$ 1,002.72

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511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 886.65
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 877.78
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 868.92
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 860.05
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 851.18
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 842.32
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 833.45
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 824.58
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 815.72
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ STANDARD Concurrent Users License Add-on ⁴	per STANDARD Concurrent User	\$ 806.85
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 522.32
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 516.68
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 511.84
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 506.20
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 501.36
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 496.52
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 490.88
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 486.05
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 480.40
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ READ-ONLY Concurrent Users License Add-on ⁴	per READ-ONLY Concurrent User	\$ 475.57

4 includes the following components: vendor/client management, vendor/client rating, workflow management, contracts management, contract request management, contract authoring/drafting, security and permissions, multi-table ad-hoc searching, online report designer, task management, contract document and file repository, vendor document and file repository, user document and file repository, contract type document and file repository, field manager, user defined tables, field mapper, mass contract transfers, mass task transfers, bulk data importer, budget and cost tracking, contract requesting, dashboards, email alerts. All other modules and functionality are priced separately as add-on modules described in this document. Requires Core License, 2 Admin User Licenses and 3 other Users license.

** Stated pricing does not include any of the following items which may be purchased separately:

- + Application Installation Services and/or Training Services (via Professional Services)
- + Application Configuration Services and/or Integration/Interfacing Services (via Professional Services)
- + Application Add-on Modules, Gateway Portals, and Integration Connectors

*** Stated pricing does not include any ""Sales & Use"" and/or ""VAT"" Taxes

**** Requires annual/license contract

4a Licenses in this section requires corresponding Annual Support & Maintenance (54151).

4b Minimum of 2 ADMIN User License Add-ons must accompany each Core System License

4c Overall minimum of 5 User License Add-ons with at least 2 ADMIN User License Add-ons and at least 3 User License Add-ons spread across the other User License Types (SUPER, STANDARD, READ-ONLY)

4d CobbleStone Systems offers concurrent user licenses for Contract Insight Enterprise Edition and defines concurrent users as the total number of users accessing the Licensed Software within a specified Server Session time-out period. An unlimited number of named users may be defined and have access privileges (username and password) to the system and receive email alerts and calendar notifications.

GSA Table 5 Contract Insight Enterprise Edition Version 2 CLIENT INSTALLED **NAMED** USERS CLIENT INSTALLED **PERPETUAL** LICENSE PRICING Ver.22

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

SIN	Table 5 CobbleS+B197tone Software Contract Insight Enterprise Edition Version 22 CLIENT INSTALLED NAMED USERS CLIENT INSTALLED ONE-TIME PERPETUAL PRICING - Core System5 , 5a , 5d	Unit of Measure	GSA Annual Price Per Unit with IFF
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System License ^{5c}	per System Instance	\$ 7,551.84
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 2 - 9 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 710.13
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 703.68
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 696.42
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 689.17
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 681.91
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 675.47
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 667.41
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 660.96
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 653.70
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ ADMIN Named Users License Add-on ^{5b, 5c}	per ADMIN Named User	\$ 646.45
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 551.34
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 545.69
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 540.05
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 534.41
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 528.77
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 523.93
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 518.29
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 512.64
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 507.00
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ SUPER Named Users License Add-on ^{5b, 5c}	per SUPER Named User	\$ 501.36
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 443.32
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 439.29
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 434.46
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 430.43
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 425.59
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 421.56
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 STANDARD Named Users License Add-on	per STANDARD Named User	\$ 416.73
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 STANDARD Named Users License Add-on	per STANDARD Named User	\$ 412.70
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 STANDARD Named Users License Add-on	per STANDARD Named User	\$ 407.86
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ STANDARD Named Users License Add-on ^{5b, 5c}	per STANDARD Named User	\$ 403.83

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 READ-ONLY Named Users License Add-on ^{5b, 5c}	per READ-ONLY Named User	\$ 261.16
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 READ-ONLY Named Users License Add-on ^{5b}	per READ-ONLY Named User	\$ 258.74
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 READ-ONLY Named Users License Add-on ^{5b}	per READ-ONLY Named User	\$ 256.32
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 READ-ONLY Named Users License Add-on ^{5b}	per READ-ONLY Named User	\$ 253.10
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 READ-ONLY Named Users License Add-on ^{5b}	per READ-ONLY Named User	\$ 250.68
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 READ-ONLY Named Users License Add-on ^{5b}	per READ-ONLY Named User	\$ 248.26
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 READ-ONLY Named Users License Add-on	per READ-ONLY Named User	\$ 245.84
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 READ-ONLY Named Users License Add-on	per READ-ONLY Named User	\$ 243.43
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 READ-ONLY Named Users License Add-on	per READ-ONLY Named User	\$ 240.20
511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ READ-ONLY Named Users License Add-on ^{5b, 5d}	per READ-ONLY Named User	\$ 237.78

5 includes the following components: vendor/client management, vendor/client rating, workflow management, contracts management, contract request management, contract authoring/drafting, security and permissions, multi-table ad-hoc searching, online report designer, task management, contract document and file repository, vendor document and file repository, user document and file repository, contract type document and file repository, field manager, user defined tables, field mapper, mass contract transfers, mass task transfers, bulk data importer, budget and cost tracking, contract requesting, dashboards, email alerts. All other modules and functionality are priced separately as add-on modules described in this document. Requires Core License, 2 Admin User Licenses and 3 other Users license.

** Stated pricing does not include any of the following items which may be purchased separately:

- + Application Installation Services and/or Training Services (via Professional Services)
- + Application Configuration Services and/or Integration/Interfacing Services (via Professional Services)
- + Application Add-on Modules, Gateway Portals, and Integration Connectors

*** Stated pricing does not include any ""Sales & Use"" and/or ""VAT"" Taxes

**** Requires annual/license contract

5a Licenses in this section require corresponding Annual Support & Maintenance (54151).

5b Minimum of 2 ADMIN User License Add-ons must accompany each Core System License

5c Overall minimum of 5 User License Add-ons with at least 2 ADMIN User License Add-ons and at least 3 User License Add-ons spread across the other User License Types (SUPER, STANDARD, READ-ONLY)

5d CobbleStone Systems offers named user licenses for Contract Insight Enterprise Edition and defines named users as individuals authorized by the Application Administrator to use the system which is installed on a single server or multiple servers regardless of whether or not the individual is actively using the system at any given time. A user must be named and Active to have access privileges (active username and active password).

GSA Table 6 Cobblestone Software Contract Insight Software: Annual Support & Maintenance for Add-On Modules

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

SIN	Table 6 CobbleStone Software Contract Insight Enterprise Edition Version 17 CLIENT INSTALLED ADDITIONAL FUNCTION COMPONENTS CLIENT INSTALLED ONE-TIME PERPETUAL PRICING - Add-On Functions 6, 6a	Unit of Measure	GSA Price Per Unit with IFF	One-Time Perpetual Core Contract Management License %
	Modules:			Plus
511210 PERP	Solicitation Management Module (Core) - License Add-on <i>(requires Vendor/Client/Partner Collaboration Gateway Portal if Vendors require online searching of and/or responding to Solicitations)</i>	per Module: base price plus 50% of Core System Users Licensed in Table 4 or Table 5	\$ 5,413	50% of Core System Users Licensed in Table 4 or Table 5
511210 PERP	Document Collaboration, Negotiation Module, IntelliSign electronic signature (Core) - License Add-on	per Module: base price plus 15% of Core System Users Licensed in Table 4 or Table 5	\$ 5,413	15% of Core System Users Licensed in Table 4 or Table 5
	Gateway Portals:			
511210 PERP	Vendor/Client/Partner - Supplier Registration - Collaboration Gateway Portal - License Add-on <i>(optionally required for Solicitation Management Module)</i>	per Module: base price plus 30% of Core System Users Licensed in Table 4 or Table 5	\$ 6,822	30% of Core System Users Licensed in Table 4 or Table 5
511210 PERP	Public Access Gateway Portal License Add-on	per Module: base price plus 20% of Core System Users Licensed in Table 4 or Table 5	\$ 6,822	20% of Core System Users Licensed in Table 4 or Table 5
	Connectors:			
511210 PERP	Web Service API Connector License Add-on	per Module: base price plus 10% of Core System Users Licensed in Table 4 or Table 5	\$ 3,506	10% of Core System Users Licensed in Table 4 or Table 5
511210 PERP	Web Parts Connector License Add-on	per Module: base price plus 10% of Core System Users Licensed in Table 4 or Table 5	\$ 2,921	10% of Core System Users Licensed in Table 4 or Table 5
511210 PERP	Active Directory Federated Services (ADFS) Connector (SAML 2.0 w/ WS Federation) - License Add-on (one production connection)	per Module: base price plus 15% of Core System Users Licensed in Table 4 or Table 5	\$ 4,482	15% of Core System Users Licensed in Table 4 or Table 5
	Components:			
511210 PERP	Vendor/Client Information Request Component - License Add-on <i>(requires Vendor/Client Collaboration Gateway Portal)</i>	per Module: base price plus 5% of Core System Users Licensed in Table 4 or Table 5	\$ 2,433	5% of Core System Users Licensed in Table 4 or Table 5
511210 PERP	Third Party (DocuSign, AdobeSign, other) E-Signature Connection Management Component - License Add-on	per Module: base price plus 5% of Core System Users Licensed in Table 4 or Table 5	\$ 2,433	5% of Core System Users Licensed in Table 4 or Table 5
	6 All Add-On modules/portals/connectors and functionality are priced separately as described in this document.			
	6a Licenses in this section require corresponding Annual Support & Maintenance (54151).			

GSA Table 7 VERSION 22 CLIENT INSTALLED CONCURRENT **LICENSE ANNUAL SUPPORT & MAINTENANCE** FOR CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance Ver.22

SIN	Table 7 CobbleStone Software Contract Insight Enterprise Edition Version 17 <u>CLIENT INSTALLED</u> CONCURRENT USER ANNUAL SUPPORT & MAINTENANCE CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance - Core Contract Management System7 , 7a	Unit of Measure	Price
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System License	per System Instance	20% of Client Installed Core System Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ ADMIN Concurrent Users License Add-on	per ADMIN Concurrent User	20% of Client Installed Concurrent System ADMIN User Licensing in Table 4

Table 7 Contd.

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

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Table 7 Contd.

54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ READ-ONLY Concurrent Users License Add-on	per READ-ONLY Concurrent User	20% of Client Installed Concurrent System READ-ONLY User Licensing in Table 4

7 All Perpetual Client Hosted Concurrent Licenses require corresponding Annual Support & Maintenance from this section (54151).

7a CobbleStone Systems offers concurrent user licenses for Contract Insight Enterprise Edition and defines concurrent users as the total number of users accessing the Licensed Software within a specified Server Session time-out period. An unlimited number of named users may be defined and have access privileges (username and password) to the system and receive email alerts and calendar notifications.

**** Requires annual/license contract, all software Annual Support and Maintenance is billed at original license purchase and required with the first year license.

GSA Table 8 Contract Insight Enterprise Edition Version 22 CLIENT INSTALLED NAMED LICENSE ANNUAL SUPPORT & MAINTENANCE FOR CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance - Core Contract Management System8 , 8a SIN 54151 Ver.22

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

SIN	Table 8 CobbleStone Software Contract Insight Enterprise Edition Version 17 <u>CLIENT INSTALLED</u> NAMED USER ANNUAL SUPPORT & MAINTENANCE CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance - Core Contract Management System8 , 8a	Unit of Measure	Price
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System License	per System Instance	20% of Client Installed Core System Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ ADMIN Named Users License Add-on	per ADMIN Named User	20% of Client Installed Named System ADMIN User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 20 - 39 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 40 - 59 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 60 - 79 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 80 - 99 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 100 - 199 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 200 - 299 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 300 - 399 SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5
79 OF 96 54151	Contract Insight Enterprise One-Time Perpetual Client Hosted 400+ SUPER Named Users License Add-on	per SUPER Named User	20% of Client Installed Named System SUPER User Licensing in Table 5

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

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AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

8 All Perpetual Client Hosted Named Licenses require corresponding Annual Support & Maintenance from this section (54151).

8a CobbleStone Systems offers named user licenses for Contract Insight Enterprise Edition and defines named users as individuals authorized by the Application Administrator to use the system which is installed on a single server or multiple servers regardless of whether or not the individual is actively using the system at any given time. A user must be named and Active to have access privileges (active username and active password).

**** Requires annual/license contract, all software Annual Support and Maintenance is billed at original license purchase and required with the first year license.

--pricing continued on next page--

GSA Table 9 - Contract Insight Enterprise Software Edition Version 22 CLIENT INSTALLED ADDITIONAL COMPONENTS ANNUAL SUPPORT & MAINTENANCE FOR CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance - Add-Ons

SIN	Table 9 CobbleStone Software Contract Insight Enterprise Edition Version 22 <u>CLIENT INSTALLED</u> ADDITIONAL COMPONENTS ANNUAL SUPPORT & MAINTENANCE FOR CLIENT INSTALLED PERPETUAL LICENSE - Annual Support & Maintenance - Add-Ons9	Unit of Measure	Price
	Modules:		
54151	Solicitation Management Module (Core) - License Add-on <i>(requires Vendor/Client/Partner Collaboration Gateway Portal if Vendors require online searching of and/or responding to Solicitations)</i>	per Optional Module	20% of Client Installed Additional Modules Solicitation Management Add-On Module Licensing in Table 6
54151	Document Collaboration, Negotiation Module, IntelliSign electronic signature (Core) - License Add-on	per Optional Module	20% of Client Installed Additional Modules Document Authoring & Creation Add-On Module Licensing in Table 6
	Gateway Portals:		
54151	Vendor/Client/Partner - Supplier Registration - Collaboration Gateway Portal - License Add-on <i>(optionally required for Solicitation Management Module)</i>	per Optional Gateway/Portal	20% of Client Installed Additional Portals Vendor/Client Collaboration Gateway Portal Add-On Portal Licensing in Table 6
54151	Public Access Gateway (FOIA) Portal License Add-on	per Optional Gateway/Portal	20% of Client Installed Additional Portals Public Access Gateway Portal Add-On Portal Licensing in Table 6
	Connectors:		
54151	Web Service API Connector License Add-on	per Optional Connector	20% of Client Installed Additional Connectors Web Service API Connector Add-On Connector Licensing in Table 6

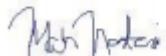
AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST - GSA

54151	Web Parts Connector License Add-on	per Optional Connector	20% of Client Installed Additional Connectors Web Parts Connector Add-On Connector Licensing in Table 6
54151	Active Directory Federated Services (ADFS) Connector (SAML 2.0 w/ WS Federation) - License Add-on (one production connection)	per Optional Connector	20% of Client Installed Additional Connectors Active Directory Federated Services Connector Add-On Connector Licensing in Table 6
	Components:		
54151	Vendor/Client Information Request Component - License Add-on <i>(requires Vendor/Client Collaboration Gateway Portal)</i>	per Optional Component	20% of Client Installed Additional Components Vendor/Client Information Request Component Add-On Component Licensing in Table 6
54151	Third Party (DocuSign, AdobeSign, other) E-Signature Connection Management Component - License Add-on	per Optional Component	20% of Client Installed Additional Components E-Signature Security Management Component Add-On Component Licensing in Table 6
9 All Perpetual Client Hosted Add-On Licenses require corresponding Annual Support & Maintenance from this section (54151).			

GSA Table 10 Ver.22: Training Courses:

SIN/SIN(s)	MFR PART NO/PRODUCT DESCRIPTION	UOI	GSA Annual Price per unit with IIF	C
611420	611420 Onsite Training in the United States of America (does not include travel fees) (per day; one day minimum)	per Onsite Training Session	\$ 2,266.10	
611420	611420 Training Labor Rate Per Hour	per Hour	\$ 122.42	

Authorized Contactor Signature:



Sept 15 2024

Pricing Examples:

General Guidelines – the following general guidelines are intended to promote an understanding of the CobbleStone Contract Insight Enterprise Edition GSA Pricing Tables and how they may be used to derive pricing for licensing as well as annual support and maintenance. The actual values and quantities below are for example purposes only (and are not actual pricing).

- 1. Review “SOFTWARE LICENSING OPTIONS DISCUSSION” Section
- 2. Review “ADD-ON FUNCTIONALITY DISCUSSION” Section
- 3. Decision #1: Application System Deployment Type
 - a. Client Hosted/Deployed: applicable GSA Pricing Tables – 4, 5, 6, 7, 8, 9
 - b. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables – 1, 2, 3
- 4. Decision #2: User Licensing Type
 - a. Concurrent Users
 - i. Client Hosted/Deployed: applicable GSA Pricing Tables – 4, 7
 - ii. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables – 1
 - b. Named Users
 - i. Client Hosted/Deployed: applicable GSA Pricing Tables – 5, 8
 - ii. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables – 2
- 5. Decision #3: User Licensing Level
 - a. Concurrent Users
 - i. Client Hosted/Deployed: applicable GSA Pricing Tables – 4, 7
 - ii. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables – 1
 - b. Named Users
 - i. Client Hosted/Deployed: applicable GSA Pricing Tables – 5, 8
 - ii. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables – 2
- 6. Decision #4: Application System Add-on Modules, Connectors, and Gateway Portals
 - a. Client Hosted/Deployed: applicable GSA Pricing Tables –6, 9
 - b. CobbleStone “Software as a Service” (SaaS): applicable GSA Pricing Tables –3

Example #1

Scenario:

Client Hosted/Deployed
Concurrent Users
User Licensing Levels:
ADMIN: 2
SUPER/POWER: 2
STANDARD: 5
READ-ONLY: 10

Begin with GSA Pricing Table 4 - to obtain Licensing Pricing

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST	
GSA Table 4	
SIN	GSA Table 4 Contract Insight Enterprise Edition Version 11 CLIENT INSTALLED CONCURRENT USER CLIENT INSTALLED ONE-TIME PERPETUAL PRICING - Core System ^{4, 4a, 4d}

Locate the row/line associated with “Core System License” (first row/line in table) -

511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System License ^{5c}
-------------	--

1.1 - Locate the column “...Price Per Unit with IFF” - to obtain Core System Licensing Pricing

Unit of Measure	GSA Annual Price Per Unit with IFF
per System Instance	\$ 7,551.84

The price in this column represents the first component (Core System License Fee) of the overall price for this example scenario.

Locate the row/line associated with a quantity of 2 ADMIN Concurrent Users

511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 2 - 9 ADMIN Concurrent Users License Add-on ^{4b,4c}
-------------	---

1.2.1 - Locate the column “...Price Per Unit with IFF” - to obtain ADMIN User Licensing Pricing

GSA Annual Price Per Unit with IFF	
\$	1,420.25

The price in this column represents part 1 of 4 for the second component (User License Fee) of the overall price for this example scenario.

Locate the row/line associated with a quantity of 2 SUPER/POWER Concurrent Users

132.33	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 SUPER Concurrent Users License Add-on ^{4b, 4c}
--------	--

1.2.2 - Locate the column “...Price Per Unit with IFF” - to obtain SUPER/POWER User Licensing Pricing

GSA Annual Price Per Unit with IFF	
\$	1,101.86

The price in this column represents part 2 of 4 for the second component (User License Fee) of the overall price for this example scenario.

Locate the row/line associated with a quantity of 5 STANDARD Concurrent Users

511210 PERP	Contract Insight Enterprise One-Time Perpetual Client Hosted 1 - 9 STANDARD Concurrent Users License Add-on ^{4b, 4c}
-------------	---

1.2.3 - Locate the column “...Price Per Unit with IFF” - to obtain STANDARD User Licensing Pricing

GSA Annual Price Per Unit with IFF	
\$	886.65

The price in this column represents part 3 of 4 for the second component (User License Fee) of the overall price for this example scenario.

Locate the row/line associated with a quantity of 10 READ-ONLY Concurrent Users

132.33	Contract Insight Enterprise One-Time Perpetual Client Hosted 10 - 19 READ-ONLY Concurrent Users License Add-on ^{4b, 4c}
--------	--

1.2.4 - Locate the column “...Price Per Unit with IFF” - to obtain READ-ONLY User Licensing Pricing

GSA Annual Price Per Unit with IFF
\$ 522.32

The price in this column represents part 4 of 4 for the second component (User License Fee) of the overall price for this example scenario.

Continue with GSA Pricing Table 7 - to obtain Annual Support & Maintenance Pricing take the total license fees and multiply by the annual maintenance and support percentage in the associated table.

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST

GSA Table 7

SIN	GSA Table 7 Contract Insight Enterprise Edition Version 11 CLIENT INSTALLED CONCURRENT USER ANNUAL SUPPORT & MAINTENANCE CLIENT INSTALLED PERPETUAL - Annual Support & Maintenance - Core Contract Management System ^{7, 7*}
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Locate the row/line associated with “Core System License” (first row/line in table) -

132.34	Contract Insight Enterprise One-Time Perpetual Client Hosted Core System License
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1.3 - Locate the column “...Price Per Unit with IFF” - to obtain Core System Annual Support & Maintenance Pricing

Standard Commercial Annual Price Per Unit	GSA Annual Price Per Unit	GSA Annual Price Per Unit with IFF
--	------------------------------	---------------------------------------

20% of Client Installed Core System Licensing in GSA Table 4

Locate the row/line associated with a quantity of 2 ADMIN Concurrent Users

1.4.1 - Locate the column “...Price Per Unit with IFF” - to obtain ADMIN User Annual Support & Maintenance Pricing

Standard Commercial Annual Price Per Unit	GSA Annual Price Per Unit	GSA Annual Price Per Unit with IFF
20% of Client Installed Concurrent System ADMIN User Licensing in GSA Table 4		

Locate the row/line associated with a quantity of 2 SUPER/POWER Concurrent Users

1.4.2 - Locate the column “...Price Per Unit with IFF” - to obtain SUPER/POWER User Annual Support & Maintenance Pricing

Standard Commercial Annual Price Per Unit	GSA Annual Price Per Unit	GSA Annual Price Per Unit with IFF
20% of Client Installed Concurrent System SUPER User Licensing in GSA Table 4		

Locate the row/line associated with a quantity of 5 STANDARD Concurrent Users

1.4.3 - Locate the column “...Price Per Unit with IFF” - to obtain STANDARD User Annual Support & Maintenance Pricing

Standard Commercial Annual Price Per Unit	GSA Annual Price Per Unit	GSA Annual Price Per Unit with IFF
20% of Client Installed Concurrent System STANDARD User Licensing in GSA Table 4		

Locate the row/line associated with a quantity of 10 READ-ONLY Concurrent Users

1.4.4 - Locate the column “...Price Per Unit with IFF” - to obtain READ-ONLY User Annual Support & Maintenance Pricing

Standard Commercial Annual Price Per Unit	GSA Annual Price Per Unit	GSA Annual Price Per Unit with IFF
20% of Client Installed Concurrent System READ-ONLY User Licensing in GSA Table 4		

For more information about CobbleStone Software visit <https://www.cobblestonesoftware.com>

