

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

- Special Item No. 132-32 Term Software Licenses
- Special Item No. 132-33 Perpetual Software Licenses
- Special Item No. 132-34 Maintenance of Software as a Service
- Special Item No. 132-50 Training Courses
- Special Item No. 132-51 Information Technology Professional Services
- Special Item No. 132- 100 Ancillary Supplies and/or Services

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

**SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES**

Synaptica KMS ONTOLOGY Management Suite provides access to all of Synaptica's functionality and an unlimited number of object classes. The system is preconfigured with a set of 13 industry standard Relationship Types, which support hierarchy, association, synonymy, cross-walk mapping and language equivalency. These systems also support the addition of an unlimited number of customized Relationship Types and the management of concept-based, as well as term-based, vocabularies.

SIN 132-32 pertains to an annual, or term, license to the KMS Ontology Management Suite.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software  
Utility Software

Microcomputers

Application Software  
Utility Software

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

**SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES**

Synaptica KMS ONTOLOGY Management Suite provides access to all of Synaptica's functionality and an unlimited number of object classes. The system is preconfigured with a set of 13 industry standard Relationship Types, which support hierarchy, association, synonymy, cross-walk mapping and language equivalency. These systems also support the addition of an unlimited number of customized Relationship Types and the management of concept-based, as well as term-based, vocabularies.

SIN 132-32 pertains to a perpetual license to the KMS Ontology Management Suite.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software  
Utility Software

Microcomputers

Application Software  
Utility Software

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

**SPECIAL ITEM NUMBER 132-34 - 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.

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

**SPECIAL ITEM NUMBER 132-50 - TRAINING COURSES (FPDS Code U012)**

**SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES**

- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

**Synaptica, LLC**  
**11384 Pine Valley Dr. Franktown, CO 80116-8712**  
**720-733-8098**  
**[www.synaptica.com](http://www.synaptica.com)**

Contract Number: GS-35F-0186Y  
Period Covered by Contract: February 7, 2012 – February 6, 2017

**General Services Administration  
Federal Acquisition Service**

Pricelist current through Modification #PS-0017, dated August 8, 2016.

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

**CUSTOMER INFORMATION**

**1a. SINs 132-32 and 132-33 along with their descriptions and prices are listed at the end of this document.**

**1b. Lowest priced model number:**

**SIN 132-32: \$8,640**

**SIN 132-33: \$19,200**

**1c. No hourly rates or labor categories are proposed as part of this modification.**

**2. MAXIMUM ORDER**

The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

**Special Item Number 132-32 - Term Software Licenses**

**Special Item Number 132-33 - Perpetual Software Licenses**

**3. MINIMUM ORDER**

**Special Item Number 132-32 - Term Software Licenses: \$8,640**

**Special Item Number 132-33 - Perpetual Software Licenses: \$19,200**

**4. GEOGRAPHIC COVERAGE**

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

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

Offerors are requested to check one of the following boxes:

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

**5. POINTS OF PRODUCTION**

The products covered by this contract are manufactured in Denver, CO, USA.

**6. DISCOUNT FROM LIST PRICES**

The GSA discount price represents a 4% discount off the Commercial Pricelist.

**7. QUANTITY DISCOUNTS**

There are no quantity discounts offered.

**8. PROMPT PAYMENT TERMS**

Prompt Payment: 0 % - 30 days from receipt of invoice or date of acceptance, whichever is later.

9a. Credit cards will be accepted for payments equal to or less than the micro-purchase for oral or written orders under this contract.

9b. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold.

**10. FOREIGN ITEMS**

There are no foreign items included as part of this contract.

**11. DELIVERY**

11a. TIME OF DELIVERY: The Contractor shall deliver to destination within 30 calendar days after receipt of order (ARO).

11b. EXPEDITED DELIVERY: All products are available for expedited delivery.

11c. OVERNIGHT AND 2-DAY DELIVERY: Overnight and 2-day delivery are available whenever possible. The customer may contact contractor for rates for overnight and 2-day delivery when available.

11d. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**12. F.O.B. POINTS**

FOB Destination

**13. ORDERING INFORMATION**

13a. **ORDERING ADDRESS:**

11384 Pine Valley Drive

Franktown, CO 80116

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

720-733-8098

13b. **ORDERING PROCEDURES**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405-3 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

**14. PAYMENT ADDRESS:**

11384 Pine Valley Drive

Franktown, CO 80116

**15. WARRANTY PROVISION**

See approved Commercial Service Agreement

**16. EXPORT PACKING CHARGES**

Export packing is not applicable.

17. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold. There are no general terms and conditions for Government purchase card acceptance in these cases.

18. Rental, maintenance and repair is not applicable under these SINS. Maintenance is covered under a separate SIN.

19. Installation is not applicable under these SINS as it is covered under a separate SIN.

20. Repair parts are not applicable for these SINS.

20a. No other services are covered under these SINS.

21. Service and distribution points are not applicable.

22. There are no participating dealers for these SINS.

23. Preventive maintenance is not applicable.

24a. There are no special attributes for these SINS.

**24b. SECTION 508 COMPLIANCE**

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

Yes  X

No \_\_\_\_\_

**25. DUNS NUMBER**

831713032

**26. CENTRAL CONTRACTOR REGISTRATION (CCR) REGISTRATION**

I certify that Synaptica, LLC is registered in the CCR database.

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

**1. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The 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 postacceptance 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

**3. 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.

***\*\*Review the approved Commercial Sales Agreement \*\****

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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.

**4. TECHNICAL SERVICES**

THE CONTRACTOR, WITHOUT ADDITIONAL CHARGE TO THE ORDERING ACTIVITY, SHALL PROVIDE A HOT LINE TECHNICAL SUPPORT NUMBER FOR THE PURPOSE OF PROVIDING USER ASSISTANCE AND GUIDANCE IN THE IMPLEMENTATION OF THE SOFTWARE. SYNAPTICA STANDARD TECHNICAL SUPPORT IS AVAILABLE FROM 8:00AM TO 5:00PM US MOUNTAIN TIME, MONDAY TO FRIDAY, EXCLUDING NATIONAL PUBLIC HOLIDAYS. SUPPORT REQUESTS SHOULD ALWAYS BE SUBMITTED BY EMAIL TO SUPPORT@SYNAPTICA.COM. THIS EMAIL ACCOUNT SENDS ALERT MESSAGES TO ALL SUPPORT STAFF TO ENSURE THE FASTEST RESPONSE TIME. ALL SUPPORT REQUESTS WILL BE ANSWERED WITHIN TWENTY-FOUR HOURS, AND MOST ARE ANSWERED ON THE SAME DAY THAT THEY ARE RECEIVED.

**5. SOFTWARE MAINTENANCE**

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

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

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.

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

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

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

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

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

**6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on 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.

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.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

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

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

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to% of all term license payments during the period that the software was under a term license within the ordering activity.

**8. TERM LICENSE CESSATION**

a. After a software product has been on a continuous term license for a period of 33 months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. 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 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

**9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)**

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) 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 to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

**10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**11. 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.

**12. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)**

**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 student's name, 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 unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact 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, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). 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 describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

**N/A**

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

**(SPECIAL ITEM NUMBER 132-60F)**

**\*\*\*NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

**1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT/IAM Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 PERFORMANCE INCENTIVES (APRIL 2000)**

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

**3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

**4. PERFORMANCE OF SERVICES**

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any

part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

(MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008)

(DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

## **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products.

Invoices shall be submitted monthly for recurring services performed during the preceding month.

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

THE ORDERING ACTIVITY MAY REQUIRE THAT THE CONTRACTOR RECEIVE, FROM THE ORDERING ACTIVITY’S CONTRACTING OFFICER, WRITTEN CONSENT BEFORE PLACING ANY SUBCONTRACT FOR FURNISHING ANY OF THE WORK CALLED FOR IN A TASK ORDER.

**16. DESCRIPTION OF IT/IAM PROFESSIONAL SERVICES AND PRICING**

a. The Contractor shall provide a description of each type of IT/IAM Service offered under Special Item Numbers 132-51. IT/IAM Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/IAM Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

Labor Category	GSA Proposed Rate
Programmer	\$159.60

Volume Discount Chart for Labor Category Hours		
Hours	Total Discount %	Price per Labor Hour
150-249	10%	\$149.62
250-349	20%	\$133.00
350+	30%	\$116.37

**Programmer**

*Minimum Experience:*

- 10+ years of broad based IT experience

*Functional Responsibilities:*

- Provides high-level expertise in information modeling and requirements analysis
- Uses modeling tools and repositories to effectively and efficiently define and manage the gathering/dissemination of data and business process requirements.
- Use information gathered to develop database specifications.
- Designs relational database schemas to support large-scale, mid-tier clients/server, or web-based applications.
- Provides technical guidance in software engineering techniques and automated support tools.

*Minimum Education:*

- Bachelor’s degree in Business, Computer Science, Information Systems, Engineering or related training and technical certifications.

## Synaptica GSA Pricelist - 2016

### Synaptica Knowledge Management System (KMS) ONTOLOGY

**Synaptica KMS ONTOLOGY Management Suite** provides access to all of Synaptica's functionality and an unlimited number of object classes. The system is preconfigured with a set of 13 industry standard Relationship Types, which support hierarchy, association, synonymy, cross-walk mapping and language equivalency. These systems also support the addition of an unlimited number of customized Relationship Types and the management of concept-based, as well as term-based, vocabularies.

ONTOLOGY	Perpetual Licenses			Annual Subscription	
Number of Named Users	Base License (One-time)	Annual Maintenance (Year to Year)	Annual Maintenance (3 Year Term)	Annual Subscription (Year to Year)	Annual Subscription (3 Year Term)
		18% of base	15% of base	60% of base	45% of base
<b>1 user</b>	<b>\$19,345</b>	\$3,482	\$2,902	\$11,607	\$8,705
<b>2 users</b>	<b>\$22,972</b>	\$4,135	\$3,446	\$13,783	\$10,338
<b>3 users</b>	<b>\$26,648</b>	\$4,797	\$3,997	\$15,989	\$11,992
<b>4 users</b>	<b>\$34,642</b>	\$6,236	\$5,196	\$20,785	\$15,589
<b>5 users</b>	<b>\$42,436</b>	\$7,639	\$6,365	\$25,462	\$19,096
<b>6 users</b>	<b>\$55,027</b>	\$9,905	\$8,254	\$33,016	\$24,762
<b>7 users</b>	<b>\$72,172</b>	\$12,991	\$10,826	\$43,303	\$32,477
<b>8 users</b>	<b>\$86,980</b>	\$15,656	\$13,047	\$52,188	\$39,141
<b>9 users</b>	<b>\$101,683</b>	\$18,303	\$15,252	\$61,010	\$45,757
<b>Unlimited</b>	<b>\$116,071</b>	\$20,893	\$17,411	\$69,642	\$52,232

### Synaptica Installation & Training Fees

All Synaptica systems, whether they are installed remotely or onsite and whether they are purchased under a perpetual or an annual subscription license, incur a one-time fee to cover the configuration and setup of the system. Training is optional, but Synaptica recommends new customers purchase a one day basic training package, which may be delivered remotely or onsite. Travel expenses for onsite installation or onsite training will be billed at cost against a pre-approved budget.

<b>Configuration, Set-up and Installation</b>	<b>\$1,692.70</b>
<b>One-day Basic Training</b>	<b>\$1,160.71</b>

## Synaptica Indexing Management Suite

Synaptica Indexing Management Suite (IMS) is an optional add-on suite of tools designed to support the human indexing of content via GUI configurable profiles and web-page plug-ins.

<b>License Fees</b>	40% of the annual subscription for Synaptica KMS base license OR \$11,607.05, whichever is greater
Annual Maintenance Fees	40% of the maintenance fees for the customer's base Ontology Management Suite
Configuration, Set-up & Installation	<b>\$5,416.62</b>
Training	<b>\$1,160.71</b>

## Synaptica Professional Services Fees

<b>Labor Category</b>	<b>Hourly Labor Rate</b>
<b>Programmer</b> -Software engineering and development for systems integration solutions, including consulting on the design and configuration of knowledge organizations systems for specific data applications and conversion of legacy data files.	<b>\$159.60</b>

<b>Volume Discount Chart for Labor Category Hours</b>		
<b>Hours</b>	<b>Total Discount %</b>	<b>Price per Labor Hour</b>
150-249	10%	\$149.62
250-349	20%	\$133.00
350+	30%	\$116.37

This agreement, which includes the terms and conditions and all schedules attached (the “**Agreement**”), is between Synaptica, LLC, with offices at 11384 Pine Valley Drive, Franktown, Colorado (“**Synaptica**”) and the **Licensee**, the details of both of which are set out below. This Agreement governs the terms and conditions under which the Licensee may use Synaptica® (the “**Software**”). To the extent any terms of this Agreement conflict with the terms of the GSA Schedule contract, the GSA Schedule contract shall take precedence.

<b>Details of Parties</b>		
<b>Party</b>	<b>Licensee</b>	<b>Synaptica</b>
<b>Legal Name</b>		Synaptica, LLC
<b>Principal Contact</b>		Jim Sweeney
<b>Contact Address</b>		11384 Pine Valley Drive Franktown, CO 80116, USA
<b>Telephone</b>		+1-303-298-1947
<b>E-mail</b>		jim.sweeney@synapticasoftware.com

<b>Product Configuration</b>		
Note the details of the order will need to be filled in at the task order level.		
	<b>Synaptica KMS</b>	<b>Synaptica IMS</b>
<b>Location of Installation</b>		
<b>DBMS Type</b>		
<b>Encoding Type</b>		
<b>Maximum Number of Named Users</b>		
<b>Maximum Number of Vocabularies</b>		
<b>Maximum Number of Servers</b>		
<b>Installation</b>		
<b>Training</b>		

<b>Fees and Billing Date</b>		
Fees will be governed by the Schedule contract. Time for payment will be governed by the Schedule contract, the task order, and by the Prompt Payment Act.		
<b>Software Components</b>	<b>One-time Fees</b>	<b>Annually Recurring Maintenance Fees</b>
<b>Synaptica KMS License</b>		
<b>Synaptica IMS License</b>		
<b>Installation</b> (Onsite 1 day, excludes travel expenses to be billed at cost: Travel costs will be governed by the Federal Travel Regulations (civilian or defense depending on the Ordering Activity) and must be addressed at the task order level.)		
<b>Training</b> (Onsite 1 day, excludes travel expenses to be billed at cost: Travel costs		

will be governed by the Federal Travel Regulations (civilian or defense depending on the Ordering Activity) and must be addressed at the task order level.)		
<b>Billing Start Date</b>		
<b>Special Notes and Provisions</b>	1.	

## **AGREED TERMS FOR GSA SCHEDULE CONTRACT:**

### **1. License**

1.1 In consideration of the undertakings and obligations specified in this Agreement, Synaptica grants to the Licensee and its Affiliates, a perpetual, non-exclusive, non-transferable right for the term of this Agreement, for internal business purposes only to (i) to install and use the Software on one or more production database servers and one or more web application servers (number of production servers not to exceed the number specified in the Software Product Configuration Options section of this Agreement) plus non-production instances that may be used for testing, staging, or failover (as long as identical (or nearly identical) data is stored on each system), and (ii) to provide named-user account access to the Software for one or more named-users (number of users not to exceed the number specified in the Software Product Configuration Options section of this Agreement). The Licensee may copy the Software for archival purposes, provided that any copy must contain the original Software's proprietary notices in unaltered form.

1.2 The Software is protected by copyrights, database rights, trademarks and/or patents owned by the relevant party. This Agreement provides the Licensee only a limited use license, and no ownership of any intellectual property.

1.3 Except as expressly set out above, the Licensee shall not, and shall not permit others to, reproduce, copy, enhance, modify, decompile, reverse engineer, make derivative works of, distribute, sell, license, publish, broadcast, or circulate the Software. In addition, the Licensee shall not remove or obscure any proprietary rights notices or labels on the Software.

### **2. Fees**

2.1 All fees shall be on actual Government purchase orders at the task-level.

### **3. Warranty and Liability**

3.1 The Software has been devised to meet general market requirements and not specifically designed to meet the Licensee's own particular business, technical or other requirements. Synaptica warrants only that the Software shall perform substantially in accordance with the accompanying documentation for a period of 90 days from the last date of signature set out herein. This warranty shall apply only to the software or its replacements, which incorporate all fixes or bypasses and enhancements delivered to the Licensee. The entire and exclusive liability and remedy for breach of this limited warranty shall be, at Synaptica's sole option, either (i) return of the price paid for the Software; (ii) modification of the Software to correct any such errors; or (ii) replacement of defective Software and/or associated documentation provided the Software and/or documentation is returned to Synaptica with details of any inadequacy. Synaptica gives no other warranty as to the performance of the Software and all other express or implied warranties, conditions and undertakings are excluded to the fullest extent permitted by law. In particular, Synaptica specifically disclaims the implied warranties of title, non-infringement, merchantability, fitness for a particular purpose, system integration, and data accuracy.

3.2 Except for the limited warranty set out above, in no event shall Synaptica be liable for any loss or damage arising out of the Software or the Licensee's use of the Software or in any other way whatsoever under this Agreement, whether direct or indirect (including loss of profit or goodwill) and whether arising through negligence, misrepresentation or otherwise. This limitation shall not apply to liability for death or personal injury to the extent prohibited by applicable law. In no event shall Synaptica's liability for actual damages for any cause whatsoever, and regardless of the form of action, exceed the amount of the initial license fee paid for the Software.

3.3 Notwithstanding any other provisions of this Agreement, Synaptica has no obligation whatsoever to install the Software. Technical and editorial assistance to implement use of the Software may be available from Synaptica professional services and that shall be provided under a separate agreement with the Licensee.

#### **4. Term and termination**

4.1 The term of this Agreement shall be set in the Government purchase order at the task-level. Any termination of the Government purchase order shall be in accordance with Federal Acquisition Regulation (FAR) 52.212-4, sub paragraphs l and m which state:

(l) Termination for the Ordering Activity's convenience. The ordering activity reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the ordering activity using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the ordering activity any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for Cause. The ordering activity may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the ordering activity, upon request, with adequate assurances of future performance. In the event of termination for cause, the ordering activity shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the ordering activity for any and all rights and remedies provided by law. If it is determined that the ordering activity improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

#### **5. Confidentiality**

5.1 The Licensee agrees to maintain the confidentiality and secrecy of the object and source code for the Software and the terms of this Agreement and other information from Synaptica marked confidential or proprietary ("Confidential Information"). Oral disclosure can be treated as Confidential Information. This duty of confidentiality shall not apply to either party in the event that disclosure of the Confidential Information is required by governmental or regulatory entities or in order to perform any rights or obligations under this Agreement. This obligation of confidentiality shall not apply to information, which is publicly known or not of commercial value.

5.2 The Licensee agrees that Synaptica may use the Licensee's name and corporate logo to identify the Licensee as a subscriber to the Software in written and electronic materials used from time to time to promote and market the Software including on and offline print, presentations, Web sites and other marketing materials in compliance with the Licensee's branding guidelines (as may be provided to Synaptica). Other than as described in this clause, no public announcement, press release or circular (other than required by law or regulation) concerning this Agreement will be made by either party without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

#### **6. Intellectual Property**

6.1 The Software, the Synaptica name and trademarks are the valuable intellectual property of the owner(s) of such intellectual property. All rights with respect to this intellectual property including without limitation names, format, patents and trade marks, whether now existing or which may hereafter come into existence, which are not expressly licensed to the Licensee herein are reserved to their respective owners. Any goodwill generated through Licensee's use of the Synaptica name and trademarks shall inure solely to the benefit of the owner.

6.2 The Licensee shall promptly notify Synaptica of any infringement or threatened infringement of any right in or relating to this intellectual property of which the Licensee becomes aware and will provide reasonable assistance to the owner or licensor of such intellectual property at owner's or licensor's expense, in connection with such infringement.

**7. General**

7.1 The official language of this Agreement shall be the English language and no translation into any other language will be used in its interpretation.

7.2 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

7.3 This Agreement shall be governed by, construed and take effect in accordance with the laws of the United States

**8. Maintenance**

8.1 Maintenance shall entitle the Licensee to:

- (a) all upgrades for the Software and any development work which is necessary such that the Software continues to function according to its specifications;
- (b) support and repair of any bugs arising in the Software after the warranty period.

8.2 The following services are not included as maintenance under this Agreement:

- (a) services which, in Synaptica's opinion, are required due to the improper use of the Software;
- (b) services required due to unauthorized attempts by anyone other than Synaptica to repair, maintain or modify the Software;
- (c) services required due to causes external to the Software including third party software or changes in the Licensee's operating environment;
- (d) any enhanced functionality required from the Software; and
- (e) support for a version of the Software 180 days after release of a subsequent version.

Services not covered under maintenance may, upon request, be provided at Synaptica's option on terms to be agreed between Synaptica and Licensee.

***We hereby agree to comply with the terms and conditions of this Agreement***

<b>Signed on behalf of the Licensee:</b>
By (name):
Title:
Date:

<b>Signed on behalf of Synaptica, LLC:</b>
By (name): Patricia Yancey
Title: Chief Operating Officer
Date: July 20, 2011