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

SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-33RC - 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: Operating System Software, Application Software, Electronic Commerce (EC) Software, Utility Software, Communications Software, Core Financial Management Software, Ancillary Financial Systems Software, Special Physical, Visual, Speech, and Hearing Aid Software

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

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

SPECIAL ITEM NUMBER 132-50 / 132-50STLOC / 132-50RC - Training Courses (FPDS Code U012)

Active Risk Inc.
13221 Woodland Park Road, Suite 440
Herndon, VA 20171
Phone: (703) 673-9580
Fax: (703) 673-9581
www.activerisk.com

Business Size/Status: Small Business

Contract Number: GS-35F-0222W
Period Covered by Contract: January 27, 2010 – January 26, 2015

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE

Pricelist current through Modification PA-0028 , dated 04/02/2014 .

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

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) 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.
- ☐ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION

CONTRACTOR'S ORDERING ADDRESS:

Active Risk Inc.
Joshua Wolfe
13221 Woodland Park Road, Suite 420
Herndon, VA 20171

CONTRACTOR'S PAYMENT ADDRESS:

Active Risk Inc.
Joshua Wolfe
13221 Woodland Park Road, Suite 420
Herndon, VA 20171

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.

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

Joshua Wolfe, (703) 673-9580

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number - **809584647**
Block 30: Type of Contractor - **A. Small Disadvantaged Business**
Block 31: Woman-Owned Small Business – **No**
Block 37: Contractor's Taxpayer Identification Number (TIN) – **980434661**
Block 40: Veteran Owned Small Business (BOSB): **Not Applicable**

CAGE Code: **56PU8**
Contractor has registered with the System for Acquisition Management (SAM) Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	30 Days ARO
132-50 / 132-50STLOC / 132-50RC	30 Days ARO

SPECIAL ITEM NUMBER	EXPEDITED DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	30 Days ARO
132-50 / 132-50STLOC / 132-50RC	30 Days ARO

SPECIAL ITEM NUMBER	OVERNIGHT & 2- DAY DELIVERY TIME (Days ARO)
132-33 / 132-33STLOC / 132-33RC	To be negotiated with ordering agency
132-50 / 132-50STLOC / 132-50RC	To be negotiated with ordering 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: **0%** - **30 days** from receipt of invoice or date of acceptance, whichever is later.
b. Quantity: **None**
c. Dollar Volume: **None**
d. Government Educational Institutions: **Offered the same discounts as all other Government customers**
e. Other: **None**

8. TRADE AGREEMENTS ACT 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

Not Applicable

10. SMALL REQUIREMENTS

The minimum dollar value of orders to be issued is **$100.00**.

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

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

Special Item Number 132-33 - Perpetual Software Licenses

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 should be factored into the price offered under the Multiple Award Schedule.

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

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

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

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

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

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

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

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

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

(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 (ex.: NetScape). The Internet address is is http://www.gsaadvantage.gov.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. 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.

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

19. OVERSEAS ACTIVITIES

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

There are no exceptions to the areas covered by the terms and conditions of this contract.

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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 / 132-8STLOC / 132-8RC or 132-3 / 132-9STLOC / 132-9RC.

23. SECTION 508 COMPLIANCE

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

Yes ☒ No ☐

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

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.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33 / 132-33STLOC / 132-33RC) 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.

Software warranty

We warrant that for three (3) months from the date of delivery the Software will perform substantially in compliance with the Documentation. We do not warrant that the Software will operate uninterrupted or be completely error-free.

You must give us notice within the three (3)-month warranty period and provide us sufficient information to reproduce the error if you want to make a warranty claim. Our sole obligation and your exclusive remedy will take the form of eliminating the defect, providing an Upgrade which does not contain the defect or demonstrating how to avoid the effects of the defect in a reasonable manner. If we fail to remedy the defect within a reasonable period of time, we will agree with you a written plan of action, including a date by which the defect should be remedied. We will act reasonably in trying to agree the plan with you and you must do the same. This paragraph sets out our entire obligations and liability to you regarding any claim for breach of the foregoing warranty.

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **(703) 673-9580** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available **24 / 7**.

5. SOFTWARE MAINTENANCE

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

☒ 1. Software Maintenance as a Product (SIN 132-33 / 132-33STLOC / 132-33RC)

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.

☐ 2. Software Maintenance as a Service (SIN 132-34 / 132-34STLOC / 132-34RC) (Not Applicable)

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 MAINTENANCE (132-34 / 132-34STLOC / 132-34RC) (Not Applicable)

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

b. 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 maintenance, the period of the 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 maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (Not Applicable)

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 (l0) 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 (Not Applicable)

a. After a software product has been on a continuous term license for a period of _____ * 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 l32-34 / 132-34STLOC / 132-34RC, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (132-33 / 132-33STLOC / 132-33RC)

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 - (Not Applicable)

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 / 132-33STLOC / 132-33RC), 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 / 132-32STLOC / 132-32RC), 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

Not Offered.

13. ACTIVE RISK INC. SOFTWARE LICENSE AGREEMENT

Active Risk Inc. incorporates their software license agreement beginning on page **#12.**

Standard GSA Terms and Conditions

June 2010 USA Edition

(December 1, 2011 Name Change to Active Risk Inc.)

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Part 1 – General

1.1 Definitions

Unless the context otherwise admits, the following words and phrases will have the following meanings.

Confidential Information means 1) trade secrets and know-how (including the source code of and the concepts, techniques and ideas embodied in the Software and the structure, sequence and organization of the Software), 2) technical data and specifications and all non-public commercial information, data and ideas belonging or relating to the disclosing party or to a person with whom it has a business relationship and 3) any other information which would be considered to be confidential by a reasonable person based on the nature of the information and the circumstances in which it is communicated, in each case regardless of the method by which it is communicated (for example, orally or in writing).

Contract means these Standard Terms and Conditions together with all the Transaction Documents for a particular transaction.

Customer means the ordering activity identified in a Task Order.

Deliverables means the deliverables expressly required to be provided in the course of Professional Services as detailed in the relevant SOW.

Documentation means the documentation (whether in electronic or hard copy format) which accompanies the Software when we deliver it to you.

A **Group Company** is a company:

a) in which the relevant party holds a majority of the voting rights; or
b) of which the relevant party has the right, directly or indirectly, to appoint or remove a majority of its board of directors; or
c) of which the relevant party is a shareholder and controls alone, pursuant to an agreement with other shareholders, a majority of the voting rights in it; or
d) if it is a subsidiary of a company which is itself a subsidiary of the relevant party.

Hosting Services means the Software hosting service described in Part 4 of this Agreement.

Intellectual Property Rights means 1) rights which arise by virtue of or in relation to copyright, databases, patents, right to inventions, trade secrets, and trade marks (registered or unregistered), 2) rights which arise as a result of any applications which have been made to register or to secure any of the foregoing rights, 3) moral rights, 4) rights in relation to Confidential Information and 5) any other similar or equivalent rights in any country.

Professional Services means services to be performed by us under an SOW.

Software means 1) the software detailed in the relevant Transaction Documents and 2) any Upgrades to that software provided as part of warranty service and Support Services.

Services means Support Services and/or Professional Services and/or Hosting Services, as appropriate in the context.

SOW means a statement of work relating to the provision of implementation or other professional services by us. Each SOW will contain a description of the required services and the commercial terms plus other relevant terms, such as Customer resources required.

Standard Terms and Conditions means the terms and conditions of this document, having a "Contract Number" identified on the cover page that matches the number referenced in the Transaction Documents into which these terms and conditions have been incorporated.

Support Services means the Software support services described in section 3.1 of these Standard Terms and Conditions.

Active Risk means Active Risk, Inc., a company incorporated under the laws of the State of Delaware.

Transaction Documents are the documents that contain order-specific information (such as license order forms, SOWs, addenda or change authorisations), and that, by their express terms incorporate these Standard Terms and Conditions.

Upgrade means a release of a Software product which contains bug fixes and/or some functional enhancements of the relevant product. Upgrades do not include new product releases.

we, **us** and **our** refer to Active Risk.

you and **your** refer to the Customer.

1.2 Interpretation

The headings in these Standard Terms and Conditions and in the Transaction Documents are for ease of reference only and are not intended to have any influence on interpretation.

Any phrase that starts with 'including', 'in particular', 'for example', 'such as' or any similar expression is just giving examples and is not a complete list.

Use of any gender includes the other gender.

Any reference to **persons** includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

Any reference to a **company** includes any body corporate, wherever and however incorporated or established.

References to the Software, Documentation or Deliverables should be interpreted as references to the whole or any part of them, depending on the context.

Any reference to a statute, or to a particular section of a statute, is meant to include any modification or re-enactment of that statute or section which is in force from time to time and also any statutory instrument or regulations made under that statute or section.

1.3 Licences and grants

Each of us grants the other only the licenses and rights expressly specified. No other licenses or rights are granted.

1.4 Fees, expenses, payment terms, taxes

In consideration for our performance of each Contract, you agree to pay us, without offset or deduction, the fees set out in the relevant Transaction Documents for that Contract.

You will reimburse us for travel, subsistence and other expenses that our staff must necessarily incur in the provision of Services, in accordance with your applicable travel regulations.

Amounts are due upon receipt of invoice. Without affecting any other rights or remedies we may have, if payment is not received by us within thirty (30) days of you receiving a properly rendered invoice, we may suspend the performance of the relevant Services as long as we give you at least fourteen (14) days' notice of our intention to do so.

Except as permitted by the previous paragraph, you must make all payments that are properly due without any deduction or set-off.

Unless otherwise expressly stated in the relevant Transaction Document(s) you agree to make all payments in U.S. Dollars.

Except as stated in section 1.7, all fees and other amounts payable by you are non-refundable.

1.5 General obligations of Customer

In order for us to fulfil our obligations, you agree to 1) provide us with such information and documentation as we may reasonably require, 2) ensure that your staff co-operate fully with our staff, 3) arrange the timely and competent input of third parties (for example, hardware vendors) where, in our reasonable opinion, this is required and 4) remain responsible for system administration, security (including virus-checking rules), back-ups, restores and recovery actions unless we have agreed in writing to perform such actions as part of our Services.

1.6 Staff

Each party will ensure that its personnel comply with all lawful and reasonable instructions that may be given to them when they are at the other party's premises relating to health and safety, security and similar requirements.

1.7 Intellectual Property Rights indemnity

If a third party claims that use or possession of any Software or Deliverables infringes its U.S. patents, copyrights or trademarks, then we will defend you against that claim at our expense and pay all costs, damages and legal fees that a court awards or that are included in a settlement approved by us, provided that you 1) promptly notify us in writing of the claim, and 2) not make any admission of liability or otherwise prejudice the claim without our written permission (which we may give or withhold in our absolute discretion).

If use or possession of any Software or Deliverables is held to infringe, or in our reasonable opinion may be held to infringe, the Intellectual Property Rights of a third party, we will at our expense either obtain for you the right to continue to use the affected item in the manner permitted under the relevant Contract or adapt or replace it to avoid the infringement without detracting from its functionality in any material way. If we determine that none of these options can be accomplished on reasonable terms, we may require you to stop using the affected item, in which case we will refund to you 1) for a claim affecting Software, an amount equal to the license fees paid for the relevant Software and 2) for a claim affecting a Deliverable, an amount

equal to the fees payable for that Deliverable. You must immediately cease use of the affected item and then return or destroy all copies of it and certify in writing to us that you have done so.

This section 1.7 sets out our entire obligations and liability to you regarding any claim of infringement of a third party's Intellectual Property Rights.

We have no obligation to the extent that any claim arises from any of the following: 1) any use of the Software or Deliverables in a manner not authorized by the relevant Contract, 2) the use of the Software or Deliverables in combination with items not specified as compatible in our Documentation, and 3) any modification of the Software or Deliverables by someone other than us.

1.8 Limitations and exclusions of liability

This section sets out the extent of each party's liability to the other. Notwithstanding the foregoing, nothing in this section 1.8 will limit or modify any rights or liabilities of the parties arising 1) under section 1.7, 2) from breach of a party's obligations regarding confidentiality, or 3) by virtue of a party's infringement of the other party's Intellectual Property Rights.

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY IN CONNECTION WITH ANY CONTRACT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER OR NOT THE PARTY FROM WHOM DAMAGES ARE SOUGHT WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY IN CONNECTION WITH ANY PARTICULAR CONTRACT EXCEED THE FEES PAYABLE BY YOU UNDER THAT CONTRACT. FOR SAKE OF CLARITY, IN THE CASE OF ANNUALLY RENEWABLE CONTRACTS, THE AGGREGATE LIABILITY OF EITHER PARTY MAY NOT EXCEED THE FEES PAYABLE BY YOU DURING THE THEN-CURRENT TERM OF THE CONTRACT IN WHICH THE CLAIM ARISES.

1.9 Force majeure

Except with respect to payment obligations, neither of us is responsible for failure to fulfil or delay in fulfilling any obligations due to causes beyond its reasonable control. Strikes, lock-outs or other industrial action by the personnel of one party will not count as beyond the control of that party.

1.10 Assignment

The provisions of FAR 42.1204 apply.

1.11 Confidentiality

Each party's Confidential Information will be held in strict confidence by the other, using at least the same standard of care as it uses to protect its own Confidential Information, and will not be used or disclosed except as necessary to fulfil a Contract or where required by law or stock exchange or similar regulation. When disclosure is necessary to fulfil a Contract (for example, to Group Companies, agents or professional advisors), the relevant party will ensure that such third parties maintain the confidentiality of the disclosed Confidential Information. When one party is required by law or stock exchange or similar regulation to disclose Confidential Information belonging to the other party, it will give as much prior notice and information as possible to that other party. A party which has disclosed Confidential Information to the other party may by notice require it to be returned following termination or expiry of the Contract in connection with which it was disclosed.

You agree that we may include your name in customer lists (including on our website and in investor presentations). Subject thereto, each party must ensure that it has the prior written approval of the other party to the specific terms of any other announcement, press release, circular or other public comment concerning these Standard Terms and Conditions or any particular transaction.

This section will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the

recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

The provisions of this section will survive termination or expiration of any Contract.

1.12 General

Nothing in these Standard Terms and Conditions will limit our software development activities, or those of our licensors, in any way.

You agree that in entering into any Contract, you will not be relying on any representation, statement, warranty, forecast or other information (whether written or oral) other than anything expressly set out in the relevant Contract.

No amendment or modification of a Contract will be valid unless it is in writing and signed by authorized representatives of both parties.

A failure to exercise or a delay in exercising any right or remedy provided by a Contract or by law will not amount to a waiver of that right or remedy. If any effective waiver is made, however, that waiver will not amount to a waiver in respect of any other breach. No waiver will be effective unless it is expressly stated in writing and signed by an authorized representative of the waiving party.

If any provision of a Contract is invalid or unenforceable for any reason in any jurisdiction, that provision will be construed to have been adjusted to the minimum extent necessary to cure the invalidity or unenforceability. The invalidity or unenforceability of a provision contained in a Contract will not have the effect of rendering that provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of the Contract invalid or unenforceable whatsoever.

All notices which must be given under any Contract must be in writing and must be sent, in the case of notices addressed to us, to our then current registered office marked for the attention of the Contracts Manager and, in the case of notices addressed to you, to the address specified for service of notices in the relevant Transaction Documents marked for the attention of the person also specified in those Transaction Documents or to such other address/person as you may from time to time have notified to us in accordance with the requirements of this paragraph. All notices must be delivered personally or sent by first class pre-paid recorded delivery. They will be deemed to have been served at the time of delivery, if served personally, or two (2) days after posting if sent by first class pre-paid recorded delivery.

You acknowledge that the covenants set forth in each Contract are intended solely for your benefit and ours, and the benefit of your respective successors and permitted assigns and ours. Nothing under any Contract, whether express or implied, will confer upon any person or entity, other than you, us, and our respective successors and permitted assigns any legal or equitable right whatsoever to enforce any provision of these Standard Terms and Conditions or any Contract.

Upon termination or expiration of any Contract, 1) rights and remedies of either party in respect of any claim or breach which accrued or occurred before the Contract ended will not be affected (in particular, you will remain liable for any outstanding fee payments) and 2) any terms of the Contract which expressly or by implication are intended to come into or remain in effect when the Contract ends will survive (for example, sections 1.4, 1.7, 1.8 and 1.11).

Part 2 – Software Licenses

2.1 Delivery

We will deliver one copy of the version of the Software specified in the relevant Transaction Document and its associated Documentation as soon as possible after the Transaction Document has been executed. The only exception to this is where a Contract is an order which relates to Software that is already in use under another Contract (for example, an order for increased user numbers) in which case we will not make any shipment as you will already have the Software and Documentation.

We will only deliver to destinations that are permitted under applicable export regulations in force at the relevant time. These will include US export regulations if any Software is wholly or partly of US origin. You must ensure that import is allowed in the destination country you have specified.

There are two ways in which we may make delivery. We will either give you a user name and password to enable you to download the Software and Documentation from our systems or we will dispatch them to you by carrier on physical data media such as CD-ROMs. If we make the Software and Documentation available to download, they will be treated as having been delivered at the point when we provide you with the user name and password. If we choose to use a carrier, the Software and Documentation will be treated as having been delivered at the point when we hand the physical data media to the carrier.

We will supply a reasonable number of additional copies of the Software and Documentation upon request and without charge at any time.

We are not responsible for installation or configuration of the Software or any other Professional Services unless we have entered into a Contract with you for such services.

2.2 Rights of use

We grant you a non-exclusive, worldwide license to use the Software and Documentation within the scope of use (for example, numbers of users and processors) and for the term set out in the relevant Transaction Documents.

Where numbers of users is one of the metrics by reference to which permitted scope of use is measured, 1) users are counted on a named user basis and 2) a person will count as a user regardless of whether they access the Software directly or indirectly.

You may only use the Software and Documentation in the ordinary course of your business operations and for Government purposes. This means that you may not use them to undertake computer centre or service bureau operations or application service provision or to provide managed services.

The Software and Documentation are subject to export control regulation by various countries. This regulation can apply to any re-export that might be proposed not just to any export we make when we initially deliver the Software and Documentation. This is the case even if the re-export is to a person that has a right of use under section 2.3 following. It is not just the physical shipping of data media that counts as export/import. The regulation also applies to export/import by electronic means (including remote access). It is also possible for the import of the Software and Documentation into the country of destination and/or its use there to be restricted or banned by that country. You must comply with all export and import regulations each time the Software or Documentation is re-exported and with all local laws relating to import and use of the Software and Documentation.

You must also take all reasonable precautions to safeguard the Software and Documentation to prevent its misuse.

You must take all reasonable precautions against the possibility of the Software not functioning properly, such as running regular data back-ups.

The relevant Transaction Document will state the location where the Software is to be installed but you may subsequently change the installation location at any time without charge as long as 1) the Software remains under your control and 2) we are given advance notice of the new location.

You may create as many copies of the Software and Documentation as you need in order to exercise your lawful rights of use. For example, you may create back-up copies in accordance with good technological practice. The copyright and other Intellectual Property Rights notices that appear in the programs and on the media on which the Software and Documentation were originally delivered must be reproduced in full whenever copies are made. You must keep up-to-date written records on use of the Software under each Contract (including copies made) and provide us, upon request, but no more than once annually, with the results of your self-audit.

You may not modify the Software or Documentation for the purposes of error correction or otherwise.

You agree not to reverse engineer, decompile, disassemble or translate the Software or Documentation. If a court determines that the preceding sentence is unenforceable, then, if you wish to create interoperability, you must give us a reasonable opportunity to provide you with the information that you need before decompiling to obtain that information yourself.

You may not rent or lend the Software and Documentation. You may only sub-license use of the Software and Documentation as set out in section 2.3 following.

Ownership of all Intellectual Property Rights in the Software and Documentation will remain vested in us and our licensors. We reserve all rights in the Software and Documentation that are not expressly granted by applicable Contracts.

2.3 Sub-licensing

Subject to and in accordance with the terms of this section, you may sub-license use of the Software and Documentation to any person that is contracted to provide services related to the Software to you. A sub-licensee may only use the Software and Documentation in connection with the operation of your business.

You agree to ensure that your sub-licensees comply with the Contract. In particular, the scope of use for which you have agreed to pay must not be exceeded and we must be told when a change of installation location is to a location owned or controlled by a sub-licensee. We will hold you responsible for any non-compliance because our Contract is with you. This means that you agree to be legally liable to us for the behaviour of third parties exercising rights of use under this section as if that behaviour were your own.

2.4 Warranty

We warrant that for three (3) months from the date of delivery the Software will perform substantially in compliance with the Documentation. We do not warrant that the Software will operate uninterrupted or be completely error-free.

You must give us notice within the three (3)-month warranty period and provide us sufficient information to reproduce the error if you want to make a warranty claim. We will work to eliminate the defect, either by providing an Upgrade which does not contain the defect or demonstrating how to avoid the effects of the defect in a reasonable manner. If we fail to remedy the defect within a reasonable period of time, we will refund to you any monies paid by you to us under the Contract. This paragraph sets out our entire obligations and liability to you regarding any claim for breach of the foregoing warranty.

2.5 Audit

You must keep up-to-date written records on use of the Software under each Contract (including copies made) and provide us, upon request, but no more than once annually, with the results of your self-audit. If any such audit reveals that the permitted scope of use in terms of user numbers or other relevant licensing metric has been exceeded, then you must remedy the same immediately, including, if applicable, by paying to us within thirty (30) days an additional license fee calculated in accordance with our then-current price list.

2.6 Escrow

Where indicated in the relevant Transaction Documents, we have entered into a multi-licensee escrow agreement with the NCC in relation to the Software. You will be able to participate in the benefit of this agreement if you enter into a contract with the NCC and pay the relevant fees.

2.7 Termination and consequences of termination

A Software license Contract which is a term license rather than a perpetual license will automatically terminate on expiration of the term specified in the relevant Transaction Document.

You may terminate a Software license Contract (whether it is a perpetual or a term license) at any time by giving us notice and we may terminate as set out below.

We may terminate a Software license Contract (whether it is a perpetual or a term license) at any time by giving you written notice if 1) you have committed a material irremediable breach of that Contract; or 2) you have committed a material remediable breach of that Contract and you have not remedied that breach within thirty (30) days after you receive written notice from us identifying the breach; or 3) you become insolvent or unable to pay your debts when due; or 4) you file a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; or 5) a receiver is appointed or there is an assignment for the benefit of your creditors; or 5) you wind-up or discontinue your business.

Repeated breaches could together constitute a material breach. A repudiatory breach could constitute a material breach. One specific example of a material breach would be non-payment of license fees (unless those fees were being disputed by you in good faith).

When a Software license Contract terminates (whether by expiring in the case of a term license or in accordance with a party exercising any right of termination granted by this section), 1) all rights of use granted by the Contract will end at that time, 2) you must un-install and return to us (or, if we ask, destroy) all copies of the relevant Software and Documentation that you have had in your possession or control, and 3) you must give us notice within thirty (30) days of termination certifying that all Software and Documentation has been un-installed and returned/destroyed.

Part 3 – Support Services

3.1 Scope of the services

The Support Services comprise three elements: 1) helpdesk facility, 2) the supply of Upgrades and 3) subject to payment of additional fees, on-site support. They are provided in accordance with and subject to the terms of our current published support policy from time to time.

We will not be liable to provide Support Services where 1) problems arise as a result of unauthorized use of the Software or 2) problems arise as a result of you failing to implement in a timely manner a fix which we have previously provided to you (whether in a standalone fix or as part of an Upgrade) or 3) you are not using either the latest or immediately preceding Upgrade. You will pay us at our then-standard professional services rates for work which we carry out in response to a support request from you which, upon investigation, turns out to fall within one of these exclusions.

Support will be provided on a remote basis wherever this is possible. If on-site support is necessary, this will incur an additional charge which will be calculated at our then-standard professional services rates, and you will also be required to reimburse us for our reasonable travel and living expenses. We will provide an estimate for approval before coming on-site.

3.2 Fees

The fees for the helpdesk facility and the supply of Upgrades are payable annually in advance from the date of delivery of the Software. They are non-refundable, even if the Support Service is terminated before the end of the period for which payment was made. If you purchase Support Services for a particular Software product, then you must purchase Support Services for all licenses that you have bought from us for that product under all Contracts.

The first year's fee for the helpdesk facility and the supply of Upgrades is calculated as eighteen percent (18%) of the gross list price license fees for the relevant Software. Increases for subsequent years are capped at the rate of increase in the Consumer Price Index, as published by U.S. Bureau of Labor Statistics, accessible on the Internet at www.bls.gov/CPI (CPI-U, U.S. City Average, All Items (NSA)), as applicable to the 12-month period preceding the increase, plus two percent (2%).

Fees for on-site support will be invoiced monthly in arrears.

If agreed in writing by the parties, fees for the initial term of Support Services may be prorated such that the applicable support period and annual fees would be renewable as of the applicable renewal date for licenses granted hereunder.

3.3 Warranty

We will perform the Support Services with reasonable skill and care. Our sole obligation for breach of this warranty will be re-performance of the relevant Services in a manner that complies with the warranty.

3.4 Termination and reinstatement

The Support Services will terminate automatically if your right to use the Software terminates for any reason.

Subject thereto, unless otherwise expressly stated in the relevant Transaction Documents, each Contract for Support Services will have an initial term of twelve (12) months and will be automatically renewed for successive twelve (12)-month terms unless one party gives to the other written notice of termination at least three (3) months before the date when renewal would otherwise occur.

If you terminate Support Services then you may subsequently reinstate them as long as you are using either the latest or immediately preceding Upgrade. In addition to the annual fee due for the first support year after reinstatement (which will be calculated as twenty percent (20%) of the then-current gross list price license fees for the relevant Software), you will have to pay us at the same time a reinstatement fee of the same amount. For clarity this means that a fee of 40% of the software list price will apply for lapsed support services in the first year after reinstatement of the support services.

Part 4 – Hosting Services

4.1 Summary of the Hosting Services

We offer Active Risk Manager as a solution that is delivered to you through Hosting Services. These Hosting Services comprise of the Active Risk Manager software, appropriate hardware for your desired and agreed level of use of the software as set out in the relevant Transaction Document, daily backup, managed firewall, connectivity, power, climate control, physical security and fire suppression.

4.2 Definitions

The following terms have the meanings set forth below when used in this part 4:

Actual Uptime is the aggregate number of Scheduled Hours in any month during which the Active Risk Manager software is actually functioning and therefore available for use by its Users.

Availability is the percentage calculated by adding Actual Uptime and Excusable Downtime, dividing the sum by the Scheduled Hours, and multiplying the result by 100. The calculation for Actual Uptime will be determined at our sole discretion based on our or our third party internal records.

Downtime is the total amount of time in the month for which the Active Risk Manager software is unavailable for use by users, excluding Excusable Downtime as defined below.

Excusable Downtime is the aggregate amount of time in any month during which the Active Risk Manager software is unavailable during Scheduled Hours due to:

(1) any of the items listed in Exceptions Section of this part 4;
(2) a Scheduled Outage; or
(3) any of the actions included in the Hardware standard Hosting Service level exclusions of this part 4;
(4) any other situation that is not attributable to our failure to exercise due care in performing our responsibilities.

Emergency Situation is where the Customer requests additional work outside of our responsibilities and outside the normal service provision as defined in this part 4 on an exception basis.

Problem is any mistake, error or defect that causes the Active Risk Manager software or the system to malfunction or to fail.

Scheduled Outage is of the Scheduled Hours, the aggregate amount of time in any month during which the Active Risk Manager software is scheduled to be unavailable for use by Users due to such things as preventative maintenance or upgrades.

Wherever possible, where significant outages are planned we will make every effort to agree the outage with the customer at least 7 calendar days in advance of the required work. It will not always be possible to give 7 days' notice.

For the avoidance of doubt, a Scheduled Outage is not considered a Problem with the Active Risk Manager software.

Scheduled Hours are the days of the week and the hours per day for which we have committed in this Agreement to a service provision level (as defined in clause 4.6 below) and during which periods such service provision level will apply.

Service Credits means the commercial compensation that will be provided if we do not deliver according to the metrics stated within this part 4.

Solution Support is the facility that we provide for a Customer to raise issues, faults and questions related to the Active Risk Manager software Hosting Services via telephone, email or some other communication medium.

4.3 Scope of the Services

Location: We offer Hosting Services using the following London data centre locations:

- Tele-city London 2
- Global Switch 1
- Global Switch 2

We are able to offer the Hosting Services at other locations on a case by case basis. Changing the location of the Hosting Services may result in a variation of the Hosting Services fee.

Data Centre Power: Each of the above facilities is serviced by an N+1 redundant power system incorporating an Uninterruptable Power Supply (UPS) capable of powering the facility on full operational load. Should the national grid supply fail the UPS will supply power until generators are able to provide full power.

Data Centre Environmental Controls: Each facility's HVAC system is designed for N+1 redundancy and to provide a consistent operating environment. The objective is to maintain temperature at 23 degrees Celsius plus or minus 2 degrees over the course of a twenty four hour period. The objective is also to maintain the relative humidity 50% plus or minus 10%.

Data Centre Fire Suppression and Detection: The facilities operate fire suppression/extinguishing systems that are guaranteed safe for use on electronics. The fire suppression system is augmented by VESDA (Very Early Smoke Detection Apparatus). The VESDA system is an air sampling system, which continuously draws an air sample from the protected space through a network of piping with sampling ports. The system also interacts with more standard smoke detection systems and with the building management system monitoring the air within the space. The VESDA system runs in a double knock configuration, requiring two detectors to trigger before an alarm is raised and an evacuation message is sounded.

Data Centre Security: The facilities are protected by card entry systems with multiple checkpoints as well as by video surveillance.

4.4 Our responsibilities

We provide hardware suitable for your agreed use of the software as per the relevant Transaction Document.

We will install the Active Risk Manager software.

We will provide internet connectivity through an internet service provider at the hosting facility. It is your responsibility to make arrangements for internet access in order to access the Software.

We will provide data access security through managed firewall services.

We will monitor the equipment we provide to detect and correct abnormalities.

We will run daily full backups, storing a weekly backup at a secure off-site location. In the event of data loss, we will provide recovery services to restore the most recent backup.

We will maintain and update the Software (including, at our reasonable discretion, the application of Updates and Upgrades supplied to you as part of Support Services).

We will give you reasonable prior notice of scheduled downtime for maintenance and use reasonable endeavours to schedule such maintenance so as to minimise disruption and inconvenience. We will use reasonable endeavours to avoid unscheduled downtime of the Hosting Services for maintenance purposes.

We will not be liable for disruption or downtime caused by factors outside our control.

4.5 Customer obligations

You will observe all the terms and conditions of this Customer Agreement.

You will not store, distribute or transmit any material through the Hosting Services that 1) is unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive, 2) facilitates illegal activity, 3) depicts sexually explicit images, or 4) promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability or any other illegal activities.

4.6 Hosting Services Service Level Agreement

We provide a guarantee that we will deliver a standard Hosting Services service level (Hosting Service level) that includes a stated guarantee of network connectivity and application accessibility during a given monthly period.

The target for the standard Hosting Service level is to deliver 99.5% availability in a given monthly period.

Hardware

We provide a guarantee that all Hardware components will function properly and will rectify or replace any component with a fault at no cost to you. For the purposes of this part 4, the following components shall be defined as 'hardware".

- server chassis
- processor(s)
- memory, storage devices
- motherboard
- power supplies
- network interface cards

This also includes faults in Hardware due to failures in power and HVAC infrastructure including UPS, PDU and cabling.

Hardware standard Hosting Service level exclusions

Included within the Excusable Downtime is time required to:

- rebuild a RAID array
- reload the operating system
- reload and configure applications, including applying patches, hot fixes and updates
- restoring from backup

Where we need to perform work that is included within the definition of Excusable Downtime we will use reasonable endeavours to provide you with 7 days notice of scheduled work and schedule such maintenance so as to minimise disruption and inconvenience. It will not always be possible to give 7 days' notice.

Service Credits

If we fail to deliver the standard Hosting Service level, we agree that you shall be entitled to receive, in lieu of all other remedies available to you, a Service Credit as set forth in this part 4, against the Hosting Fees owing to us under the Agreement.

Service Credits apply only to the Hosting Fees, not for all Services or Products purchased by you, and are restricted to a maximum 100% of the monthly Hosting Fees.

Customer and Active Risk agree that such Service Credits are liquidated damages and that, except as otherwise provided in this part 4, such credits will constitute Customer's sole and exclusive remedy with respect to the failure for which the Service Credits are payable.

Customer agrees that such Service Credits represent reasonable and fair compensation and provide certainty and clarity and in consideration of this Customer accepts acknowledges and agrees it has no other remedy whatsoever.

Service Credit Calculation
If the Actual Uptime for a given month (as calculated in the manner referred to in the definitions above) fails to meet the standard Hosting Service level then compensation shall be paid as a percentage of your monthly Hosting Fees according to the table below:

Downtime	Standard Availability	Service Credit
Less than 219mins	99.5% or higher	None – SLA met
Subsequent 220min increments		+5% to maximum 100%

Service Credit Claims
Compensation claims for Service Credits must be submitted, in writing (email, fax or letter), within 15 days from the standard Hosting Service level violation they refer to.

Where it is acknowledged by both Active Risk and the Customer that we failed to meet any standard Hosting Service level guarantee during any given Calendar Month, we will credit the Customer's account with a Service Credit. Service Credits apply only to the Hosting Fees, not for all Services purchased by you, and are restricted to a maximum 100% of the monthly Hosting Fees. They shall be deducted from the relevant monthly Hosting Fees due in respect of the second month following the month in which a valid credit is claimed. The maximum amount of compensation a Customer can claim in each Calendar Month relating to this part 4 is fixed up to 100% monthly Hosting Fees. Said compensation shall be the Customer's sole and entire remedy for any outage arising under this part 4.

Customer agrees to correct problems and attempt to minimise the recurrence of problems for which Customer is responsible and that prevent Active Risk from meeting the service provision level.

Exceptions
We will be relieved of responsibility in accordance with the provisions of this part 4 for meeting any standard Hosting Service levels and for any associated Service Credits to the extent affected by the following items:

(i) If at any time you are in breach of any terms of this Agreement, then you will not be entitled to any Service Credits.
(ii) Downtime due to Customer-initiated changes whether implemented by Customer or Active Risk on behalf of Customer;
(iii) Downtime caused as a result of the Customer exceeding system capacity;
(iv) Downtime due to viruses;
(v) Downtime due to Customer failure to adhere to our support process and procedures;
(vi) Downtime due to the acts or omissions of Customer, its employees, agents, third party contractors or vendors, or anyone gaining access to the Active Risk Manager software at the request of Customer;
(vii) Downtime due to circumstances that constitute an Emergency Situation or a Force Majeure event;
(viii) Any event or condition not wholly within the control of Active Risk; and violations of clause 4.5 above
(ix) The negligence or willful misconduct of Customer or others authorized by Customer to use the Hosting Services provided by us;
(x) Any Scheduled or Emergency Maintenance up to an accumulated total of 24 hours per month;

(xi) Any failures that cannot be corrected because the Customer is not contactable, or because our personnel are unable to access the relevant Customer sites. It is the Customer's responsibility to ensure that technical contact details are kept up to date.

4.7 Warranty

We will perform the Hosting Services with reasonable skill and care and they will be provided to the standard Hosting Services levels as set out in the Hosting Services Service Level Agreement in clause 4.6 above.

4.8 Fees

You will pay the initial fee and monthly fees as set out in the Transaction Document. The monthly fees are payable in advance.

The monthly fees payable during the second and any subsequent years of Hosting Services may be increased by us from those payable by you in the immediately preceding year but increases will be capped at RPI + two per cent (2%) (RPI being the Retail Prices Index (All Items) published by HM Government or, if that index ceases to be published, such other Government-published inflation index as we may reasonably choose).

4.9 Termination

The Hosting Services will terminate automatically if your right to use the Software terminates for any reason or if Support Services come to an end. Subject thereto, Hosting Services are provided on a twelve (12)-monthly basis and will be automatically renewed each year unless one party gives to the other notice of termination at least three (3) months before the date on which renewal would otherwise occur.

We will return your data to you promptly following termination of Hosting Services.

Part 5 – Professional Services

5.1 Timing

We will use all reasonable endeavours to meet dates specified in the Contract for delivery of Deliverables.

5.2 Warranty

We will perform the Professional Services with reasonable skill and care. If we breach this warranty, you must allow us a reasonable time to re-perform the relevant Professional Services free of charge, and our sole obligation for breach of this warranty will be re-performance of the relevant Services in a manner that complies with the warranty.

5.3 Fees

When Professional Services relate to enhancement or modification of any Software, the payment terms applicable to the relevant fees will be fifty percent (50%) of the Contract price/estimate on execution of the Transaction Documents with the balance payable on completion of the Professional Services (unless a fixed price fee of less than twenty thousand US dollars (US $20,000) has been agreed, in which case the payment terms will be one hundred percent (100%) on execution of the Transaction Documents).

Subject thereto and unless otherwise agreed, our fees for Professional Services will be calculated at our then-standard professional services rates and invoiced monthly in arrears.

Day rates cover a seven-and-a-half (7½)-hour day between 8am and 6pm Monday to Friday (excluding bank or other public holidays) with one (1) hour being allowed for lunch in addition. Work outside of these parameters will be charged pro rata at time-and-a-half.

Travel time will count as chargeable activity.

5.4 Cancellation

You may cancel a Professional Services Contract by giving us notice before the services are scheduled to start. There will be no cancellation charge if notice of cancellation is given one (1) month or more in advance of the start date, but otherwise you will be liable for a cancellation charge calculated as follows as a percentage of the Contract price/estimate:

- notice is given less than one (1) month but more than two (2) weeks before the start date: twenty percent (20%);
- notice is given more than one (1) week but not more than two (2) weeks before the start date: fifty percent (50%);
- notice is given one (1) week or less before the start date: seventy-five percent (75%).

5.5 Intellectual Property Rights

The provisions of FAR 52.227-14 (Rights in Data-General) apply.

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. 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.

None.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Joshua Wolfe, Vice President of American Sales & Operations

Phone: (703) 673-9580

E-mail: joshua.wolfe@activerisk.com

Fax: (703) 673-9581

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and Active Risk Inc. enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0222W.

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

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

Signatures

Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0222W, Blanket Purchase Agreements, Active Risk Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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.

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 or the Federal Supply Schedule Contract.

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

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

Here is a general outline on how it works:

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

GSA PRODUCT PRICE LIST – SIN(S) 132-33 / 132-33STLOC / 132-33RC

SIN	Part #	Product Name	Product Description	Qty	Unit of Measure	GSA Rate Incl IFF
132-33	PRO	ARM Professional (per user)	ARM is a web-based system that allows access to as many people as required to enable a successful ERM initiative across an organization. ARM Professional is for the person responsible for the ERM Process itself and the configuration of the system to meet this process. Has full access to administrative and user features – both centrally and locally - can setup scoring schemes, language sets, screen configuration defaults.	1	User	$4,122.69
132-33	MAN	ARM Manager (per user)	ARM is a web-based system that allows access to as many people as required to enable a successful ERM initiative across an organization. ARM Manager is for the person responsible for managing the Risk data received from Contributors. Approves/rejects Risks, converts Concerns -> Risks -> Issues. Identifies and approves Risks and Mitigation Plans, allocates Scoring Schemes etc.) Has access to full quantitative analysis	1	User	$3,092.02
132-33	CON	ARM Contributor (per user)	ARM is a web-based system that allows access to as many people as required to enable a successful ERM initiative across an organization. ARM contributor is for the person who will Identify, Review, Edit candidate Risk types (e.g. Risks, Causes, Issues, Concerns etc.); assess, mitigate / manage; action / control / fallback; evaluate and test.	1	User	$2,061.35
132-33	EXE	ARM Executive (per user)	ARM is a web-based system that allows access to as many people as required to enable a successful ERM initiative across an organization. ARM Executive has Read-only access to ARM / MS Reporting Services / Portal - API access into other systems, etc. and receives outputs from the system in the form of Email alerts.	1	User	$648.83
132-33	ALP	ARM Lite+ (Application Framework)	ARM is a web-based system that allows access to as many people as required to enable a successful ERM initiative across an organization. ARM Lite+ is for the advanced person who will have light touch access to Identify, Review, Edit candidate Risk types (e.g. Risks, Causes, Issues, Concerns etc.); assess, mitigate / manage; action / control / fallback; evaluate and test, using ARM AppFramework.	1	User	$1,405.46
132-33	BAS	Base Platform (incl LDAP integration)	ARM base module server license is a commercial off-the-shelf (COTS+) enterprise risk management solution designed to track corporate, operational, and project risks, opportunities, issues and incidents across an organization from one single robust software system.	1	Ea	$28,109.25
132-33	MSX	Integration module (per module)	ARM interfaces with MS Project, Primavera, MS Visio, Telelogic DOORS, 3SL Cradle, and MS Excel. These Integration modules allow bi-directional (Import and Export) of that product's tree structure into ARM for risk-adjusted views of that product.	1	Ea	$28,109.25
132-33	TS010	Technical Architecture Workshop	Technical services meeting to understand client's hardware environment and review ARM prerequisite documentation and installation checklist.	1	Day	$2,321.28
132-33	TS030	Onsite Installation and Knowledge Transfer	Installation and testing of Active Risk Manager, completed installation checklist and installation report. (Knowledge Transfer)	1	Day	$1,982.76
132-33	AS010	System Alignment & Configuration	Workshop for Aligning and configuring Active Risk Manager in support of a Client proposed usage. Development of System Configuration Report. (Minimum 2 days)	2	Day	$2,321.28
132-33	AS040	Data Migration	Migration services in support of the transfer of third party or internal risk information into ARM. Depending on the amount and quality of data this activity can either be automated or manual.	1	Day	$2,127.84
132-33	AS070	Custom Reports Development	Documenting custom report design and specification, developing, testing and client acceptance of custom report	1	Day	$1,934.40
132-33	AS120	Implementation Support	Additional consultant support for the implementation, deployment and on-going lifecycle of ARM.	1	Day	$2,127.84
132-33	RS050	Facilitation of Risk Mgmt ID Workshop	An STG consultant will facilitate risk identification workshops utilizing best known tools and techniques.	1	Day	$2,321.28
132-33	RPTS	ARM Reports	Read-only access to ARM Reports via the ARM App Framework. Reports can be accessed via a stand-alone web page, or included with decision support data from other systems using portal tools such as MS-Sharepoint. Suitable for anyone who needs visibility of risks /opportunities /issues and does not have responsibilities for adding or editing information. May include executive team members and third parties such as joint venture partners, subcontractors, customers, vendors and/or regulatory agency representatives.	1	User	$290.16
132-33	MAINT	Maintenance Charges	Annual Maintenance for the ARM liscensed software	1	Ea	18% of license

GSA TRAINING PRICE LIST – SIN(S) 132-50 / 132-50STLOC / 132-50RC

Part #	Product Name	Product Description	Qty	Unit of Measure	GSA Rate Incl IFF
TR101	ARM User Training	Covers functionality required by users of ARM excluding Quant Analysis. This course is aimed at business and project risk users who need to create, edit and manage risk. This 1 day course (up to 12 users) is hands-on and may be delivered at Strategic Thought's Training Facilities, Customer sites of via Virtual Online Training.	1	Day	$3,868.80