

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

SPECIAL ITEM NUMBER 132-33 - 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 and 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 - TRAINING COURSES (FPDS Code U012)

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

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

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

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

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

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Fax: 703-709-6118
contracts@micropact.com
www.MicroPact.com

Contract Number: GS-35F-0240P
Period Covered by Contract: January 29, 2009 through January 28, 2019

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #39, dated August 8, 2014

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

TABLE OF CONTENTS

Section	Page
Information For Ordering Activities	3
Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 132-33)	10
Terms and Conditions Applicable to Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 132-50)	13
Terms and Condiitons Applicable to Information Technology (IT) Professional Services (Special Item Number 132-51)	15
End User License Agreement	19
USA Commitment to promote Small Business Participation Procurement Programs	46
Blanket Purchase Agreements (BPAs)	47
Contractor Team Arrangements	50
Pricing	51
SIN 132-51 IT Professional Services Labor Category Descriptions and Labor Categories Pricing	65
GSA Schedule Authorized Dealers	72

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:

MicroPact, Inc.
12901 Worldgate Drive, Suite 800
Herndon, VA 20170
Attn: Amy Potts, Contracts Manager & FSO

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:

703-234-2982

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 Contract
Block 16: Data Universal Numbering System (DUNS) Number: 012994567
Block 30: Type of Contractor: A. Small Disadvantaged Business
Block 31: Woman-Owned Small Business - **No**
Block 37: Contractor's Taxpayer Identification Number (TIN): 54-1867340
Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 1G8P7
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-33	30 Days

- 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.

- c. i. **SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less):** the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

- ii. **SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less):** the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

- iii. **For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES:** the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

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

- a. Government Educational Institutions are offered the same discounts as all other Government customers

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: 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

Special Item Number 132-51 - Information Technology Professional Services

b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances 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 <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below: Not Applicable

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. 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 or 132-9.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.MicroPact.com/508/

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) 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. 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.

Warranty. For Licensee's benefit alone and for a period of ninety (90) days, MicroPact warrants that the Program, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. The ninety (90) day period shall commence on the date of shipment. MicroPact does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass. If MicroPact is unable to correct such defect or error after a reasonable opportunity, MicroPact will refund the License Fees paid for such Program. However, MicroPact is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, misused, or damaged. EXCEPT AS SET FORTH ABOVE IN THIS SECTION 16, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN. THE PROGRAM(S) AND ANY SERVICES RELATED THERETO ARE PROVIDED WITH ALL FAULTS, AND MICROPACT DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACT SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Paragraph 18. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The prevailing Party and dispute arising under this Agreement shall be entitled to attorney's fees from the other Party.

Indemnification. If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such claim at MicroPact's expense and pay all damages that a court finally

awards, provided that Licensee promptly notifies MicroPact in writing of the claim, and allows MicroPact to control, and cooperate with MicroPact in, the defense or any related settlement negotiations. If such a claim is made or appears possible, MicroPact may, at its option, secure for Licensee the right to continue to use the Program(s), modify or replace the Program(s) so they are noninfringing, or, if neither of the foregoing options is available in MicroPact's judgment, require Licensee to return the Program(s) for a credit equal to the previously paid License Fees for the Program. However, MicroPact has no obligation for any claim based on a modified version of the Program(s) or its combination, operation, or use with any product, data, or apparatus not provided by MicroPact. THIS PARAGRAPH STATES MICROPACKT'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

Default. Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provided that it first gives Licensee fifteen (15) days' prior notice in order to permit Licensee to cure the default.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1-866-346-9492 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am EST to 8 pm EST.

4. SOFTWARE MAINTENANCE

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

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

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

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

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

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.**

5. UTILIZATION LIMITATIONS - (SIN 132-33)

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.

6. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

7. 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.

8. RIGHT-TO-COPY PRICING

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

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

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

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. 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.

Orientation for Initial Purchase

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

1. SCOPE

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

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the

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

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

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

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

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

MicroPact End User License and Services Agreement

This END USER LICENSE AND SERVICES AGREEMENT (“Agreement”), is entered into as of the last date of execution as set forth below is by and between MICROPACT, INC., a Virginia corporation having its principal offices at 12901 Worldgate Drive, Suite 800, Herndon, VA 20170 (“MicroPact”) and the licensee named below (“Licensee”). This Agreement is comprised of five (5) different Sections: (1) Section A (Software and Services Business Terms); (2) Section B (License Terms and Conditions); (3) Section C (General Terms and Conditions); (4) Section D (Annual Support and Maintenance Terms and Conditions); and (5) Section E (Professional Services Terms and Conditions). Section A is provided below. Sections B-E can be found at www.micropact.com/terms. The parties are referred to herein individually as Party or collectively as Parties.

Licensee (Full Legal Name):	
State of Incorporation:	
Licensee’s Primary Place of Business:	
Licensee’s Primary Point of Contact (POC):	
POC Phone Number:	
POC Fax Number:	
POC Email Address:	

WHEREAS, MicroPact has designed, developed, purchased or configured certain computer software systems which MicroPact has designated as entellitrak® Software and/or icomplaints® Software and has used such software in support of commercial and government programs; and

WHEREAS, MicroPact and Licensee desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the Multiple Award Schedule 70 contract (as applicable), and further that the relationship between MicroPact and LICENSEE regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement and the Multiple Award Schedule 70 contract (as applicable); and

WHEREAS, Licensee desires to acquire from MicroPact and MicroPact wishes to grant to Licensee a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

INCORPORATION OF RECITALS

The Recitals set forth above are incorporated in and made a part of this Agreement by reference. Each of the Parties agrees that this Agreement has been entered into for and in consideration of the inducements contained in those Recitals as well as those contained in the balance of this Agreement.

**Section A
Software and Services Business Terms**

The following terms and conditions outline the Licensed Software and Documentation licensed under this Agreement along with any associated Annual Support and Maintenance Services and Professional Services (as defined in Section C). The Licensed Software, Annual Support and Upgrade Subscription and Professional Services purchased by Licensee are in accordance with the MicroPact Price Quote dated [MM/DD/YYYY] a copy of which is attached hereto as Section A-1 and incorporated herein by reference.

Section A-1 – Licensed Software; Annual Support and Maintenance Services; Professional Services Business Terms

[INSERT QUOTE]

This Section may use terms defined C1 (Definitions), and can be referenced at www.micropact.com/terms.

Licensed Period: [INSERT LICENSE PERIOD AS EITHER THE PAAS, IAAS, OR SAAS TERM (I.E., MM/DD/YYYY TO MM/DD/YYYY); OR PERPETUAL]

Licensed Location shall be at the address set forth on page 1 of this Agreement unless otherwise mutually agreed by the Parties.

Billing Terms

[Add specific billing terms, if any.]

ACH Payment Information

Bank Name: BB&T
Routing /ABA Number: 051404260
Account #: 0000154603581

MICROPACT AND LICENSEE, HAVING READ THIS AGREEMENT AND THE REFERENCED SECTIONS CONSTITUTING A PART HEREOF, AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.

MICROPACT, INC.	LICENSEE: [FILL IN FULL LEGAL NAME]
Signed by:	Signed by:
Title:	Title:
Mailing Address: 12901 Worldgate Drive, Suite 800 Herndon, VA 20170	Mailing Address:
Email Address: contracts@micropact.com	Email Address:
Date:	Date:

Section B
License Terms and Conditions

B1. ORIGIN OF LICENSED SOFTWARE

The Parties expressly agree that the Licensed Software is fully commercial software developed by or for MicroPact exclusively at private expense under the specification, direction and control of MicroPact.

B2. OWNERSHIP OF LICENSED SOFTWARE, MICROPACK LICENSOR'S SOFTWARE, ISV SUPPORTED SOFTWARE, OR THIRD PARTY SOFTWARE

- a. **Software and Documentation.** The Licensed Software also has been or may be in the future reconfigured for utilization in one or more other programs. The Parties expressly agree that ownership of the Licensed Software resides solely and exclusively in MicroPact together with all Intellectual Property Rights (as defined in Section C) pertaining thereto including copyright, trademark, trade secret, and patent rights. To the extent applicable by law, MicroPact shall have sole and exclusive ownership of all right, title, and interest in and to the entellitrak® Software or icomplaints® Software and Documentation, all copies thereof, and all modifications, derivatives, Correction, Update and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, patents and patent applications, trade, product or service names and all other intellectual property rights pertaining thereto) (collectively, a "Derivative"), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee or its Affiliates with title or ownership of the Licensed Software, but only a right of limited use as further delineated herein. MicroPact's licensors, ISV Supported Software and Third Party Software vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software and documentation. To the extent permitted by applicable law, any Derivatives created by MicroPact's licensor, ISV Supported Software or Third Party Software vendor's software or documentation shall be owned solely and exclusively by the respective party whom owns the Intellectual Property Rights of the underlying software, as applicable. To the extent permitted by applicable law, Licensee assigns title, ownership, and all rights to MicroPact in any Derivative not otherwise owned by MicroPact. To the extent an assignment is not effective under applicable law, Licensee grants MicroPact an exclusive, perpetual, fully-paid, transferable, irrevocable license to use, reproduce, distribute, and commercialize the Derivative to the fullest extent permissible and effective under applicable law.
- b. **Developments.** MicroPact reserves ownership, title and all rights and interest in any software and documentation, including Customizations, developed and delivered in the course of providing Annual Support and Maintenance Services and Professional Services under this Agreement, subject to each party's confidentiality rights and obligations under this Agreement.
- c. **Feedback.** Licensee's comments, suggestions, or other feedback regarding MicroPact's products, services, or business are provided voluntarily, and MicroPact may use any feedback as it sees fit without obligation or restriction of any kind, other than its obligations under this Agreement with respect Confidential Information.

B3. THIRD PARTY SOFTWARE

This Agreement does not constitute or provide Licensee with any license to the Third Party Software that may have been used as tools in the development of the entellitrak® Software or icomplaints® Software, or have been integrated in the entellitrak® Software or icomplaints® Software, as permitted by MicroPact's license(s) with such third parties, other than to use the Licensed Software under the terms of this Agreement. Except to the extent that Licensee uses, or has used any Third Party Software as a function of its or its customer's use of the Licensed Software under the terms of this Agreement, this Agreement provides no rights to use, distribute, sublicense, modify, create derivative works,

or copy any Third Party Software. Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Third Party Software, nor permit any third party to do so; (ii) copy the Third Party Software, or include the Third Party Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Third Party Software, or (iv) intentionally remove any company name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, of a Third Party Software owner from the any software or material or Documentation received under this Agreement. By entering into this Agreement, Licensee understands and agrees that it assumes the risk of any violation of these restrictions regarding Third Party Software by any of its employees, agents or contractors, and, if it needs licenses to any such Third Party Software, that it assumes full responsibility for obtaining and complying with such licenses.

B.4 LICENSE GRANT; AUTHORIZED USAGE

a. License Grant for Perpetual Licenses. The License Grant shall become effective on the Effective Date and remain in effect during the License Period or until this Agreement is otherwise terminated as further specified in Section C7. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license (“License”) to install and use one copy of the Licensed Software for the Term. The License is to the object code version of the Licensed Software only as identified by MicroPact in its proposal/quotation in Section A attached hereto as Section A on a single registered computer (CPU) located at the Licensed Location as defined in Section A and related Documentation as provided (“Documentation”) for which the appropriate fee (“License Fee”) is paid, provided the Licensed Software is in use on only one registered CPU at any time by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [Server-based] License Fees. If the anticipated number of Concurrent Users of the Licensed Software will exceed the number of applicable Licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Licensed Software concurrently does not exceed the number of Licenses. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations. Except as otherwise described in Section A, Licensee may not install a separate Instance of the Licensed Software on an additional Server.

b. License Grant for Infrastructure as a Service, Platform as a Service, Software as a Service. The License Grant for IaaS, PaaS, or SaaS, shall become effective on the Effective Date and remain in effect through the License Period. This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license (“License”) to use one copy of the Licensed Software for the License Period. The License is to the object code version of the Licensed Software, any Configuration, Third Party Software, and/or any application or operation software installed on equipment located at a physical data center as further delineated (as applicable) in Section A. Licensee may only use the Licensed Software under this Section B4(b) for its own internal business use. Internal business use as used herein means that Licensee may not use the Licensed Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

c. Licensee’s Compliance with Laws; Limitation of Use and Other Use Restrictions.

1. Licensee’s Compliance with Laws. Licensee agrees that all activities with regard to the Licensed Software, Documentation, ISV Supported Software and Third Party Software shall at all times comply with applicable United States laws and regulations and any state, county or local government laws (unless Licensee is a U.S. Government Licensee, then only compliance with United States laws and regulations shall apply).

2. Limitations of Use. Licensee may not use, copy, modify, or distribute the Licensed Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact, an applicable Section A, expressly agreed to by MicroPact or a separate written agreement signed by MicroPact. Licensee’s License may not be transferred, leased, assigned, or sublicensed without MicroPact’s prior written consent, except for commercial customer licensees, for a transfer of the Licensed Software in their entirety to a successor in interest of Licensee’s entire business who assumes the obligations of this Agreement and whose computer is duly registered with MicroPact. The Licensed Software shall be installed only at the Licensed Location as identified in Section A and shall not be transferred to any other location without MicroPact’s prior

written consent (which will not be unreasonably withheld), provided that Licensee may transfer the Licensed Software to another location temporarily in the event of an interruption of computer operations at the Licensed Location.

3. Object Code. The Licensed Software is provided in and shall be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the Licensed Software object code into source code, translate or otherwise attempt to discover the underlying source code. More specifically, Licensee shall not (i) modify, disassemble, decompile, reverse engineer, or otherwise attempt to discover any source code or underlying ideas or algorithms of any component of the Licensed Software, nor permit any third party to do so; (ii) copy the Licensed Software, or include the Licensed Software on any media that contains other software; (iii) post, publish or create derivative works based upon the Licensed Software, or (iv) intentionally remove MicroPact's name, copyright notice, any proprietary trade or service marks, notices, logo, or brand name or mark, from the Licensed Software, material or Documentation received under this Agreement.

3. Disaster Recovery and Back-up Copies. Licensee may make one (1) archival copy of the Licensed Software in machine-readable, object code form for nonproductive archival or backup purposes only, provided that the (i) copies are kept in a secure location (such other location to be owned or controlled by Licensee or Licensee's disaster recovery vendor); (ii) disaster recovery and archival copies of the Licensed Software are not used for production purposes unless the primary copy of the Licensed Software is not being used for production purposes; and (iii) Licensee reproduces and includes MicroPact's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Licensed Software must be returned to MicroPact, or their destruction certified, immediately upon MicroPact's request. Licensee shall have no other right to copy, in whole or in part, the Licensed Software. Any copy of the Licensed Software made by Licensee shall be the exclusive property of MicroPact.

d. Documentation. Documentation that is delivered with the Licensed Software contain the technical specifications for the use and operation of the Licensed Software and are provided solely to support Licensee's authorized use of the Licensed Software. Licensee may not use, copy, modify, or distribute the Documentation, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact by separate written agreement.

e. Proprietary Rights; Licensee's Obligations to Protect. The Licensed Software and Documentation contain proprietary and trade secret information of MicroPact and Licensee agrees to keep the Licensed Software strictly confidential. Licensee also agrees to keep any Third Party Software and ISV Supported Software strictly confidential in accordance with this Agreement. The Parties agree that the acceptance of MicroPact's proposal or quotation as set forth in Section A constitutes an acceptance of and agreement to the terms and conditions of this Agreement, and, further agree that only this Agreement shall govern and control Licensee's and its Affiliate's use of the Licensed Software, Third Party Software, and the Documentation, notwithstanding any intellectual property terms, FAR, or DFARS or other clauses in any licenses, orders, or contracts.

f. Installation of an Instance. Except as otherwise provided in the Non-production Instances Section or unless specifically licensed for multiple Servers, Licensee shall install one Instance of the Server portion of the Software only at the Licensed Location.

g. Making Software Copies. Licensee may not copy the Licensed Software, except as set forth in the Non-Production Instances Section or as otherwise agreed in Section A and in Section B4(3).

h. Additional Usage Restrictions. Licenses must be used in accordance with the parameters set forth in this Agreement, including limitations (describing the scope of the permissions MicroPact grants, excess of which by Licensee or others constitutes infringement of Intellectual Property Rights), conditions (breaches of which shall automatically terminate the Licenses granted herein), and contractual covenants and obligations of Licensee. Licensee may not use or permit use of the Software or Documentation for more than the Licensee's current number of Concurrent Users as specified in Section A of this Agreement, as may be amended from time to time, and may not permit use of the Software by anyone other than Licensee's employees or users and (1) a Support Contractor, (2) Licensee's disaster recovery vendor, or (3) an Affiliate. Licensee may not sublicense, assign or otherwise transfer

any rights to the Licensed Software granted under this Agreement, except as expressly provided herein. A breach of any of the above provisions shall be a material breach of this Agreement, which may result in termination or cancellation of this Agreement. For US Government Licensees, a breach of any of the above provisions will be resolved through the Contracts Disputes Act.

i. Use of Cookies. Most Licensed Software contains cookies. MicroPact uses cookies for usage tracking purposes and statistical analysis, which helps MicroPact to improve the Licensed Software by giving MicroPact some insight into how the Licensed Software is being used. Please email support@MicroPact.com for any further information on MicroPact's use of cookies. Licensee consents to such use of cookies, and represents and warrants that it has provided adequate notice to all users of the Licensed Software of, and obtained their informed consent to, the use of cookies by the Licensed Software in accordance with applicable Privacy Laws. Licensee is responsible for providing appropriate information and obtaining any required consent from its users of the Licensed Software in accordance with applicable Privacy Laws prior to any Processing of Personal Information by and through the Licensed Software. In the event Licensee is the Government, MicroPact shall not use cookies in Licensed Software distributed to the Licensee unless otherwise mutually agreed in writing.

j. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, THE LICENSE SET FORTH IN THIS SECTION REPRESENTS LICENSEE'S ONLY RIGHTS WITH RESPECT TO THE LICENSED SOFTWARE. ANY USE OF THE LICENSED SOFTWARE OUTSIDE THE SCOPE OF THE ABOVE-DESCRIBED LICENSES IS PROHIBITED.

B5. MOBILE APPLICATIONS

a. All Mobile Applications. MicroPact may make certain Mobile Applications available to Licensee. The use of Mobile Applications either alone or in connection with the Licensed Software is governed by this Agreement (and the Multiple Award Schedule 70 contract, as applicable). Except for U.S. Government Licensees, Licensee must comply with all applicable third party terms of agreement when using the Mobile Applications (for example, any agreement with a wireless service or wireless data provider). For U.S. Government Licensees purchasing under the MAS 70 contract, the terms and conditions contained herein do not include all applicable third party terms of agreement that may come with Mobile Applications (e.g., wireless service or wireless data provider agreements).

b. Additional Terms for iOS Mobile Applications. The Mobile Applications may be used on an iOS product that Licensee owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service. Licensee agrees that this Agreement is between Licensee and MicroPact, and that even if it receives access to the Mobile Applications through Apple, Inc.'s AppStore or any other source (collectively, the "Distributor"), the Distributor has no liability or responsibility whatsoever to Licensee related to the Mobile Applications, whether by contract, warranty or otherwise, and Licensee will look only to MicroPact for any support for the Mobile Applications. The Distributor is not responsible for addressing any claims of any sort related to the Mobile Applications, and Licensee must address any claims directly with MicroPact. Questions related to the Mobile Applications should be addressed to MicroPact and not to the Distributor. In the event of a failure of a Mobile Application to comply with any limited warranty stated in this Agreement, Licensee may notify Apple and Apple will refund the purchase price paid by Licensee to Apple for that Mobile Application and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Mobile Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to the limited warranty will be MicroPact's sole responsibility. Notwithstanding anything to the contrary in this Agreement, the Distributor and its subsidiaries are third party beneficiaries of this Agreement, and the Distributor has the right (and will be deemed to have accepted the right) to enforce this Agreement against the Licensee as a third party beneficiary hereof. The previous sentence shall apply to all Licensees except for U.S. Government Licensees. For U.S. Government Licensees, any Distributor or its subsidiaries who may otherwise be deemed third party beneficiaries of this Agreement, shall have to enter into a separate agreement with the U.S. Government in order to enforce its own terms and conditions associated with the use of Mobile Applications. Licensee represents and warrants that Licensee is not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country, and that Licensee is not listed on any U.S. Government list of prohibited or restricted parties.

B6. Relocation. For the Instances that are installed at Licensee's Licensed Location or at Licensee's Support Contractor, Licensee may change the Licensed Location with MicroPact's prior written consent and subject to applicable relocation fees, or as set forth in the Multiple Award Schedule 70 contract for U.S. Government Licensees. MicroPact's consent shall entitle Licensee to move its installed Instance of the Server portion of the Software or the computers or Server(s) on which the Software is installed from the existing Licensed Location specified in this Agreement to a new Licensed Location and may operate the Software concurrently at the old and new Licensed Locations for a period of not more than ninety (90) days without having to obtain an additional License.

B7. NON-PRODUCTION INSTANCES

a. Test, Development, and Training Instance. Unless otherwise provided in in Section A, Licensee may use one Instance of the Licensed Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Licensed Software for these purposes is limited to the same number of licensed users as permitted under Section A and this Agreement.

b. Additional Non-Production Instances. Additional Licenses for non-production Instances other than what is described in this Non-Production Instances Section may be purchased by Licensee and such additional non-production Instances shall be subject to the additional terms and conditions, including additional license and/or maintenance fees as set forth in the Multiple Award Schedule 70 contract for U.S. Government Licensees or as otherwise contained in the applicable Section A at the time of purchase for all other Licensees. Any copies made of the Licensed Software or Documentation pursuant to this Section B7(b) shall contain MicroPact's proprietary and/or copyright notice(s).

c. Support on Non-Production Instances. Support for non-production Instances of Licensed Software under a current maintenance plan will be limited to set up.

B8. DELIVERY AND ACCEPTANCE

a. MicroPact agrees to deliver to Licensee the current version of the Licensed Software as described in the agreed upon Section A. MicroPact will deliver the Licensed Software, Documentation and Updates via electronic transmission (1) from a Server in the United States, FOB shipping point (as defined per the Uniform Commercial Code) for Licensees in the United States, including U.S. Government Licensees; or (2) from a Server outside of the United States, FCA shipping point (as defined per the Incoterms 2010) for all other Americas, EMEA and Asia-Pacific Licensees. MicroPact shall have no obligation to maintain or to make any enhancements to the Licensed Software except as set forth in the agreed upon Section A. MicroPact will also deliver to Licensee the electronically formatted documentation manual relating to the Licensed Software as enumerated in Section A. Except for delivery of the Licensed Software and materials as provided in this paragraph, MicroPact shall have no further or continuing obligations to Licensee under this Agreement, including any obligation concerning support, support services, training, installation, debugging, updates, enhancements, or any further services whatsoever.

b. MicroPact will use commercially reasonable efforts to ensure delivery of the Licensed Software is in accordance with the delivery schedule outlined in Section A. MicroPact will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement.

The Parties hereby agree that acceptance of the application is defined in Federal Acquisition Regulation (FAR) 52.212-4(a) Inspection/Acceptance for U.S. Government Licensees. All other Licensee's hereby agree that installation of the applicable constitutes acceptance.

B9. LICENSEE RESPONSIBILITIES

a. Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. MicroPact shall not be liable to Licensee nor its Affiliates for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of MicroPact's employees. Licensee is responsible for adopting reasonable

measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state and federal laws pertaining to the use and disclosure of any data. If Licensee is a U.S. Government Licensee, then only compliance with federal laws and regulations shall apply.

b. In addition, Licensee is responsible for the following actions:

(i) Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product performance as described in product literature (except where MicroPact is providing IaaS, PaaS, or SaaS services that includes the hardware, software, integration components and environmentally sound location(s));

(ii) Supplying skilled personnel to support the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required;

(iii) Maintaining strict control of all copies of the Licensed Software and related documentation. Licensee shall promptly notify MicroPact of any change in the registered computer(s) or Licensed Location covered by this Agreement and noted in Section A; and

(iv) Maintaining the confidentiality of the Licensed Software and related documentation from all Third Parties.

B10. AUDIT RIGHTS

a. Audit Rights. Licensee authorizes MicroPact to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to MicroPact in order to reasonably assist in its compliance investigation. MicroPact shall bear the expense of an audit with the exception of instances where the Licensee is found, through such an audit, to be in violation of this Agreement, in which case Licensee will bear all costs and agrees to remit payment for documented violations. The provision in the previous sentence applies to all Licensee's except for U.S. Government Licensees. For U.S. Government Licensees, (i) the licensee will provide reasonable access for MicroPact to enter Licensee's premises in order to inspect the Licensed Software (s) during regular business hours to verify compliance with the terms of this Agreement; (ii) should a discrepancy or violation be found during an audit, such discrepancy or violation shall be resolved and remedies shall be sought by MicroPact via filing an equitable adjustment claim in accordance with the Contracts Dispute Act.

Section C
General Terms and Conditions

C1. DEFINITIONS

a. “*Affiliates*” shall mean any entity that is controlled by Licensee, under common control with Licensee, with at least fifty-one (51%) percent ownership (or via board of directors for a non-profit organization). For Licensees who are Government Licensees or US Government Licensees, the “Affiliate” definition and provisions related thereto does not apply.

b. “**Americas Licensee**” means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact Partner located in North or South America.

c. “*Annual Support and Maintenance Services*” means the ongoing support provided by MicroPact in connection with the Licensed Software and in accordance with Section D.

d. “**Asia-Pacific Licensee**” means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact Partner located in Australia or Asia (except for the Middle East).

e. “*Concurrent Users*” means the maximum number of users who may be logged on to the Licensed Software concurrently or at the same time.

f. “*Configuration*” means the design and underlying meta-data that controls the interface and behavior of the Licensed Software in a certain manner to capture Licensee data in accordance with Licensee’s requirements.

g. “*Correction*” means a bug fix, patch or other minor modification to the Licensed Software made on a prospective, “when and if available” basis.

h. “*Documentation*” means user manuals, training materials, operations manuals, in paper or electronic format, for the Licensed Software, which may include information on various functions of the Licensed Software and explanations of procedures by which the Licensed Software may be utilized.

i. “*Defect*” means a failure of the Licensed Software to substantially operate in accordance with the Documentation as it exists at the time of the Licensed Software was delivered or made available to Licensee.

j. “*Dispute*” means any dispute or claim arising out of or in relation to this Agreement.

k. “*Effective Date*” means the date set forth in Section A or the date of last signature of the Quote incorporated into Section A. If a Government or US Government is the Licensee, then the Effective Date is the date of the contract award or order issued by the government agency to purchase the Licensed Software and/or any Professional Services or Annual Support and Maintenance Services.

l. “**EMEA**” means Europe, Middle East (as so determined by MicroPact), and Africa.

m. “**EMEA Licensee**” means a party that has licensed the Licensed Software from MicroPact or an authorized MicroPact reseller located in Europe, Middle East or Africa.

n. “*entellitrak® Software*” means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.

o. “**Government Licensee**” means the U.S. or other country, state, or local government, an agency, or entity of the U.S. or other country, state, or local government, or an authorized non-governmental organization acting

on behalf of the U.S. or other country, state, or local government that has licensed Software. Unless otherwise specified, Americas Licensee provisions shall apply to Government Licensees.

p. ***“icomplaints® Software”*** means all programs, routines, object code, designs, configurations, all derivative software, and related documentation that comprise or relate to this proprietary software system.

q. ***“Infrastructure as a Service”*** or ***“IaaS”*** means a service provided by MicroPact in a shared or dedicated environment that includes a physical data center, with associated physical security, backups, power, operating systems, databases, application Servers, internet, and connectivity. IaaS does not include Licensed Software.

r. ***“Instances”*** means an installed copy of the Licensed Software. Once installed or copied, an Instance exists (whether or not it is actually executing) until it is completely removed from memory and uninstalled from disk storage.

s. ***“Intellectual Property Rights”*** means all copyrights, expressions, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.

t. ***“ISV Supported Software”*** means Third Party Software which an independent software vendor partner (“ISV Partner”) supplies that may integrate with the Licensed Software, and for which the ISV Partner solely and directly provides the license or software as a service subscription, maintenance and services terms (including warranty and liability limits) for ISV Supported Software to the Licensee or subscriber.

u. ***“License Grant”*** means for Licensed Software, a non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business purposes.

v. ***“License Fees”*** means those fees paid to MicroPact by Licensee for the Licensed Software and any Third Party Software. License Fees exclude fees for Annual Support and Maintenance.

w. ***“Licensed Location”*** means the physical location where the Server-installed portion of the Licensed Software (where applicable) is or will be installed on equipment that Licensee owns, leases, or otherwise controls.

x. ***“Licensed Software”*** means the object code version of the entellitrak® Software or icomplaints® Software, and their respective modules (if licensed), (including the object code for Updates and Corrections thereto) as set forth in Section A and licensed to Licensee by MicroPact. For U.S. Government Licensees, Licensed Software was developed exclusively at private expense and is a Commercial Item, including commercial computer software, as those terms are defined in the Federal Acquisition Regulation (“FAR”), 48 C.F.R. 2.101.

y. ***“License Period”*** means the date the license will begin, which will be the Effective Date, and shall continue through the period set forth on Section A, or otherwise into perpetuity, unless otherwise terminated as set forth in Section C7.

z. ***“Major Defect”*** means a Defect that causes the Licensed Software to become completely inoperable with no immediate workarounds to repair the Defect, even if just a temporary workaround.

aa. ***“Minor Defect”*** means a defect that allows the Licensed Software to operate substantially with the Documentation; does not interrupt Licensee’s use of the Licensed Software; and which a workaround is readily available within a reasonable period of time.

bb. ***“Misuse”*** or ***“Misused”*** means any use of the Software in disregard of any known or reasonably

anticipated adverse consequences, warning messages, or other written instructions.

cc. **“Mobile Application”** means Licensed Software or Licensed Software functionality which can be used on mobile phones, tablets, and other portable devices.

dd. **“Partner”** means an entity with whom MicroPact has an independent contractor business relationship such as a reseller or supplier of software and/or services. The parties acknowledge and agree that in this context, the term "partner" shall not imply any legal or statutory partnership concepts.

ee. **“Personal Information”** means any information (including information forming part of a database), about an individual data subject whose identity is apparent, or can reasonably be ascertained from the information, that is disclosed by one party to this Agreement to another.

ff. **“Platform as a Service”** or **“PaaS”** means those services provided under IaaS in either a shared or dedicated environment including Licensed Software without Configuration.

gg. **“Privacy Laws”** means legislation, statutory instruments and any other enforceable laws, codes, regulations, or guidelines regulating the collection, use, disclosure and/or free movement of Personal Information that applies to any of the parties or to this Agreement, including in particular any legislation implementing the EU Data Protection Directive 95/46/EC or similar directive or regulation that takes the place of that Directive and the Privacy and Electronic Communications Directive 2002/58/EC (as amended by Directive 2009/136/E) in the applicable EU member state.

hh. **“Process”** or **“Processing”** Personal Information means any operation or set of operations performed upon Personal Information, whether or not by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination and deletion of Personal Information.

ii. **“Professional Services”** means, collectively, any consulting or training services provided by MicroPact and as further delineated in Section E.

jj. **“Server”** License means that one Instance of the Software may be installed on one Server.

kk. **“Quote”** means an estimate provided by MicroPact for the Licensed Software, Annual Support and Maintenance, and/or Professional Services as further defined in Section A.

ll. **“Software as a Service”** or **“SaaS”** means those services provided under PaaS in either a shared or dedicated environment including Licensed Software with Configuration.

mm. **“SOW”** means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both parties.

nn. **“Support Contractor”** means a third party with whom Licensee has contracted to install, maintain, host, or operate the Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to MicroPact identifying any Support Contractor that is given access to the Software. For U.S. Government Licensees, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to MicroPact, Inc. and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of MicroPact, Inc.

oo. **“Third Party Software”** includes any software (including ISV Support Software) not owned by MicroPact that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production, compilation, or development of the Licensed Software provided under this Agreement.

pp. **“Updates”** means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which MicroPact makes generally available to its customers and that are identified by

a new release number. The terms and conditions governing Updates are set forth in Attachment B.

qq. “**U.S. Government Licensee**” means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity.”

C2. FEES AND OTHER CHARGES

a. **License Fees.** Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software as set forth in Section A upon the date of shipment by MicroPact, plus any applicable taxes, payable within thirty (30) days after execution of this Agreement or subsequent Section A. If additional License Fees are specified for the Licensed Software in Section A (e.g., annual License Fees or incremental License Fees for multi-copy or LAN Licenses), a modification, purchase order or subsequent Section A may be issued to purchase such additional licenses. Licensed Software license sales are final and deemed accepted upon delivery. Except for US Government Licensees, MicroPact reserves the right to suspend the License Grant if Licensee fails to pay License Fees due in accordance with this Agreement. For IaaS, SaaS, or PaaS Licenses, the first invoice will be for either the first twelve months of the License Period or the portion thereof to correspond with the term for other term products, at MicroPact's option. For IaaS, SaaS, or PaaS License renewals, MicroPact will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. Except for adjustments related to increases in the applicable number of Concurrent Users, the IaaS, SaaS, or PaaS License Fee will not be increased during any twelve-month term. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable fifteen (15) days from the invoice date. For U.S. Government Licensees, all license fees shall be paid in accordance with the terms of the MAS 70 contract and any delivery orders issued thereunder.

b. **Other Charges.** License Fees do not include Annual Support and Maintenance Services or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in Section A and Quote, Licensee agrees to pay such fees when the Professional Services are rendered and/or the Licensed Software is delivered, as agreed in Section A or otherwise invoiced by MicroPact. MicroPact reserves the right to request a modification or purchase order for additional service fees if Licensee or its Affiliates seeks MicroPact's assistance outside the scope of this Agreement. For U.S. Government Licensees, any other charges shall be in accordance with the terms of the MAS 70 contract.

c. **Maintenance.** MicroPact will invoice Licensee for the first maintenance payment as specified in Section A, payable within thirty (30) days after execution of the Section A. MicroPact will invoice Licensee for subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Licensed Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period. For U.S. Government Licensees, any maintenance fees shall be in accordance with the terms of the MAS 70 contract.

d. **Late Charges.** With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, MicroPact may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. MicroPact may suspend Licenses, Annual Support and Maintenance Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from MicroPact. For U.S. Government Licensees, MicroPact shall not charge interest for a late payment; however, MicroPact reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.

e. **Support.** In order for MicroPact to provide software support for the Licensed Software, Licensee must purchase annual support at 20% of the software license base price as specified in Section A. MicroPact shall have no responsibility to maintain the Licensed Software unless Licensee purchases annual support provided by MicroPact. In the event that Licensee requests Annual Support and Maintenance Services that are beyond the scope of this Agreement, as further stated in Section D, such services will be deemed as Professional Services and

MicroPact's then prevailing standard support policies and procedures, MicroPact may provide such Professional Services or recommend appropriate outside consultants. In all cases, fees for such Professional Services will be charged at MicroPact's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by MicroPact employees and/or agents. For U.S. Government Licensees, all support fees shall be in accordance with the terms of the MAS 70 contract and travel reimbursement in accordance with Public Law 99-234 and FAR Part 31.

f. Professional Services. Unless otherwise agreed, during a Professional Services engagement MicroPact will submit semi-monthly invoices to Licensee for Professional Services furnished, except that MicroPact will submit an invoice for Professional Services upon completion of all Professional Services expected to be performed in a given month. All Professional Services invoices are payable within thirty (30) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Professional Services, the hours charged (for Professional Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, MicroPact will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW, Quote or other writing by the Licensee before Professional Services commence. For U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS 70 contract.

g. Payment. Payments to MicroPact can be either mailed to: MicroPact, Inc., Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in Section A. All fees and other charges referred to in the Agreement will be paid in the currency specified in Section A, or SOW or Quote as applicable. Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement. MicroPact reserves the right to assign payments under this Agreement to any third party entity of its choosing. For U.S. Government Licensees, all payments shall be in accordance with the terms of the MAS 70 contract. In the event MicroPact desires to assign payments due under the MAS 70 contract, it will make such arrangements with the U.S. Government Licensee issuing the order.

h. Disputed Invoices. Licensee will notify MicroPact within fifteen (15) days after date of an invoice if there is a dispute about that invoice. MicroPact will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify MicroPact in writing as to the nature and substance of any disputed portion. For U.S. Government Licensees, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.

i. Taxes. Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. MicroPact may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay and/or reimburse MicroPact for all taxes (other than taxes based on MicroPact's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that MicroPact receives the full amount of fees invoiced, and provide MicroPact with evidence of withholding, if applicable. MicroPact may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with MicroPact.) MicroPact shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to MicroPact for any costs, fees and taxes that MicroPact incurs due to any invalid tax exemption claimed by Licensee. Notwithstanding the foregoing, this Section C2(i) shall not apply to U.S. Government Licensees purchasing Licensed Software, Annual Support and Maintenance Services, and Professional Services under the MAS 70 Contract.

j. Leasing Payments. Licensee may separately arrange with a lessor to make some or all payments to MicroPact required by this Agreement if Licensee so elects to lease the Licensed Software rather than to purchase a license. Licensee must notify MicroPact and provide reasonable documentation to MicroPact of the arrangement requested before MicroPact will invoice a lessor directly. If MicroPact has not received notice and documentation of

a lessor/lessee payment arrangement prior to invoicing, MicroPact will not re-issue invoices. If a lessor fails to make any undisputed payment when due, Licensee shall promptly pay MicroPact and MicroPact may invoice Licensee directly for all amounts due. This Section C2(j) shall not apply to U.S. Government Licensees. In the event a U.S. Government Licensee elects to lease software and hardware through a lessor, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the MAS 70 contract.

C3. WARRANTY

a. Effective on the first day of the License Period, for a period of ninety (90) days, MicroPact warrants that the Licensed Software, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Section A. The ninety (90) day period shall commence on the Effective Date. MicroPact does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any Defect or error in the Licensed Software covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If MicroPact is unable to correct such defect of error after a reasonable opportunity, MicroPact will refund the remaining unused portion of any License Fees for such Licensed Software. However, MicroPact is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, Misused, or damaged or installed on a non-registered computer or in a non-Licensed Location.

b. Professional Services Warranty. Any Professional Services warranty will be mutually agreed in an SOW or Quote depending on the Professional Services provided. If the SOW or Quote does not contain a warranty, the Professional Services therein are provided "AS IS". For any Professional Services warranty, the sole and exclusive remedy will be the re-performance of the Professional Services.

c. Personal Warranties. All warranties described herein are personal to and intend solely for the benefit of the Licensee and do not apply to any third parties, including Affiliates.

d. ENTIRE WARRANTY. EXCEPT AS SET FORTH ABOVE IN THIS SECTION C3, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN, THE LICENSED SOFTWARE, ANNUAL SUPPORT AND MAINTENANCE SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND MICROPACK DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACK SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY PROFESSIONAL SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

C4. LIMITATION OF LIABILITY

a. The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Licensed Software or services within the prior year.

b. **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF MICROPACK'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL**

APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.

c. FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.

d. **FOR EMEA LICENSEES**, NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT MICROPACK'S LIABILITY TO LICENSEE FOR (1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY MICROPACK'S NEGLIGENCE (INCLUDING NEGLIGENCE AS DEFINED IN S. 1 UNFAIR CONTRACT TERMS ACT 1977), (3) BREACH OF TERMS REGARDING TITLE IMPLIED BY S. 12 SALE OF GOODS ACT 1979 AND/OR S. 2 SUPPLY OF GOODS AND SERVICES ACT 1982, OR (4) ANY LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

C5. INDEMNIFICATION

a. If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a "Claim"), MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such Claim at MicroPact's expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies MicroPact in writing of the claim, (ii) allows MicroPact sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with MicroPact (at MicroPact's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with MicroPact's direction to cease using any Software that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.

b. For U.S. Government Licensees, (i) MicroPact will indemnify and hold harmless the U.S. Government Licensee (except for those instances of infringement that arise pursuant to Subsection d. below) Licensee against a Claim at MicroPact's expense and pay all damages that is fully adjudicated and finally awarded; and (ii) MicroPact will work in good faith and conjunction with the Department of Justice to defend or settle any infringement claim that may arise hereunder. The U.S. Government Licensee will provide MicroPact with prompt notice of any infringement claim and will work in good faith to comply with any requirement to cease using the Software that is determined in MicroPact's reasonable judgment to cause an infringement of a third party's Intellectual Property Rights.

c. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if MicroPact believes such an injunction is likely, MicroPact may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in MicroPact's sole judgment, require Licensee to return the Licensed Software and refund the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule. For U.S. Government Licensees, if neither subsection (i) or (ii) are available to defend/settle an infringement claim, then the U.S. Government Licensee will remove any Licensed Software from its systems and return such to MicroPact. Any applicable refund shall be in accordance with The Contract Disputes Act, of 1978, as amended.

d. MicroPact shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by MicroPact according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by MicroPact, (5) Licensee's failure to comply with MicroPact's direction to cease any activity that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.

e. THIS SECTION STATES MICROPACK'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

C6. DEFAULT

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is the US Government. If Licensee is a commercial entity, MicroPact may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section C11 (Governing Law).

C7. TERMINATION; SURVIVAL

a. Termination. Either Party may terminate this Agreement upon providing MicroPact with thirty (30) days prior written notice in cases other than default. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice and a chance to cure any such default. MicroPact may terminate this Agreement immediately upon notice to Licensee in the event Licensee materially defaults on the terms and conditions of this Agreement. For U.S. Government Licensees, termination shall be in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

b. Effect of Termination. In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section B4 shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to License Grant; Authorized Usage; or Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement and set forth in Section A shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable, Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by MicroPact, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee agrees to certify its compliance with such requirement upon MicroPact's request. Within thirty (30) days after the termination of a License (five business days for non-renewal of a SaaS, IaaS or PaaS License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Section C7 and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of MicroPact's rights. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Any use of the Licensed Software or the Documentation after termination shall be considered infringement of MicroPact's Intellectual Property Rights. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due MicroPact and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

c. Survival. The following sections shall survive termination of this Agreement: Sections B1 (Origin of Licensed Software) and B2 (Ownership of Licensed Software, MicroPact Licensor's Software, ISV Supported Software, or Third Party Software), Section B3 (Third Party Software), Section B10 (Audit Rights), Section C2 (Fees and Other Charges), C4 (Limitation of Liability), Section C5 (Indemnification), Section C6 (Default), Section C7(b) (Effect of Termination) and Section C7(c) (Survival); Section C9 (Confidentiality and Non-Disclosure), Section C10 (Notices), Section C11 (Governing Law), Section C12 (Non-Solicitation of Personnel), Section C15 (Modifications and Waiver), Section C17 (Commercial Computer Software), Section C18 (Compliance with Law), and Section C19 (Export Control).

C8. PUBLICITY AND MARKETING

Licensee agrees to be included on a list of MicroPact, Inc. clients as a reference. Furthermore, Licensee hereby authorizes MicroPact to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Annual Support and Maintenance Services, and Professional Services hereunder. MicroPact shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Additionally, if requested by MicroPact, Licensee agrees to participate in the MicroPact Client Testimonial Program, which includes, but is not limited to, the

production and publication of a press release, Q&A and/or case study to provide a written analysis of Licensee's experience in the selection, implementation and use of the Licensed Software. The production of such documents is at MicroPact's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

C9. CONFIDENTIALITY AND NON-DISCLOSURE

a. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.

b. Except as required by the Freedom of Information Act, as amended, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any FOIA requests, U.S. Government Licensee's shall take all steps necessary to protect Licensor's Confidential information.

c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a MicroPact-sponsored group event, this Section C9 shall apply to Confidential Information disclosed by any group participant, and MicroPact may provide a copy of this Section C9 to any Disclosing Party seeking to enforce its provisions.

d. Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information, and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

e. Licensee may provide Confidential Information to MicroPact in connection with an Annual Support and Maintenance Services request or a Professional Services engagement. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by MicroPact of the

Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to MicroPact in writing (including email) such Restricted Data. MicroPact may add a surcharge to cover additional costs of handling Restricted Data (except that the surcharge shall not apply to U.S. Government Licensees). For all Licensees except for U.S. Government Licensees, if Licensee fails to identify Restricted Data, Licensee shall be responsible for any liability or claims related to MicroPact's handling or export of any such Restricted Data in the normal course of MicroPact's business. For U.S. Government Licensees, MicroPact shall not be liable for any liability or claims for MicroPact's handling or export of any Restricted Data that the U.S. Government Licensee fails to identify as Restricted Data. All Licensees except for the U.S. Government Licensee shall indemnify, defend and hold MicroPact harmless for any handling of Restricted Data that is not otherwise identified as stated herein and that such handling causes harm to a person with whom the Restricted Data concerns. MicroPact may use Confidential Information for testing or development purposes, provided that MicroPact remains bound by the confidentiality obligations of any applicable license or nondisclosure agreement and applicable Restricted Data obligations.

C10. NOTICES

All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail. If by US mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be delivered and read receipt requested through the notice provider's electronic mail service.

Notices by either Party to the other shall be addressed to the individuals and to the addresses or electronic mail addresses set forth in Section A.

C11. GOVERNING LAW

a. **For Americas Licensees (except for U.S. Government Licensees):** This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions.

b. **For U.S. Government Licensees:** The Agreement shall be governed by the applicable U.S. federal law of government contracts, without regard to any conflicts of laws provisions.

c. **For Asia-Pacific Licensees:** This Agreement shall be governed by the laws of Australia and particularly the laws of South Australia, without regard to any conflicts of laws provisions.

d. **For EMEA Licensees:** This Agreement shall be governed by the laws of England, without regard to any conflicts of laws provisions.

e. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

C12. Dispute Resolution.

a. **Informal Dispute Resolution.** In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional

thirty (30) day period of negotiation. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

b. For Americas Licensees (except for U.S. Government Licensees): If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.

c. For U.S. Government Licensees: Any Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.

d. For Asia-Pacific and EMEA Licensees: If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be finally resolved by binding arbitration before a single arbitrator pursuant to the Rules of Arbitration ("Rules") and under the auspices of the International Chamber of Commerce (ICC). In accordance with the Rules the parties shall select the arbitrator, and if they do not, an arbitrator shall be selected by the ICC in accordance with the Rules. The arbitrator shall be a lawyer knowledgeable in the chosen law and information technology disputes. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for his/her decision. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in Adelaide, Australia (for Asia-Pacific Licensees) or London, UK (for EMEA Licensees), or, with consent by the arbitrator and parties, another mutually agreeable metropolitan area.

i. Arbitration. The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

f. Litigation Rights. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. MicroPact reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, MicroPact shall be entitled to recover its costs and reasonable attorneys' fees (including the allocable costs of in-house counsel), regardless of the arbitration requirements. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

C13. NON-SOLICITATION OF EMPLOYEES.

a. For one year after delivery of Licensed Software under Section A, or after termination of an SOW or Quote (as appropriate), neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses, Annual Support and Maintenance Services or Professional Services or proposal for the Licenses Annual Support and Maintenance Services or Professional Services specified in Section A or SOW or Quote (as appropriate), without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

b. A party shall not be in breach of this Non-solicitation of Employees Section if (i) the candidate applying for the position does so via a general advertisement (e.g., online job posting via Monster, Career Builder, etc.; paper advertisement; recruitment fair) and without encouragement to apply by the hiring party; or (ii) those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or Section A for any Licenses Annual Support and Maintenance Services or Professional Services under this Agreement shall be presumed to know of the restriction.

c. This Section C13 shall not apply to U.S. Government Licensees. Any Non-Solicitation of Employees shall be addressed in the individual Delivery Orders, as mutually agreed and issued by U.S. Government Licensees.

C14. INDEPENDENT CONTRACTOR. Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

C15. PARTNER TRANSACTIONS. Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.

C16. MODIFICATIONS AND WAIVERS

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

C17. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

C18. COMMERICAL COMPUTER SOFTWARE

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".

C19. COMPLIANCE WITH LAW

a. Licensee warrants to MicroPact that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to MicroPact under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.

b. Licensee will remain the controller of Personal Information it provides to MicroPact and that it will not instruct MicroPact to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.

c. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.

d. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

e. For all Licensees (except for U.S. Government Licensees), Licensee shall be responsible to MicroPact for any costs, loss or damage MicroPact incurs as a direct or indirect result of a breach of this Compliance with Law Section by Licensee. For U.S. Government Licensees, Licensee shall indemnify, defend and hold MicroPact harmless for any loss or damage MicroPact incurs as a direct or indirect result of a breach of this Compliance with Law Section by the U.S. Government Licensee.

C20. EXPORT CONTROL

a. Licensed Software and Documentation furnished to under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Both Parties are bound by U.S. export statutes and regulations and shall comply with all U.S. export laws.

b. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.

c. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

C21. Entire Agreement.

a. This Agreement, which consists of Sections B-E with a separate Section A: Software and Services Business Terms for each Licensed Software order, and a separate SOW or Quote (as appropriate) for each Professional Services engagement plus any attachments identified as incorporated into this Agreement (including the Multiple Award Schedule 70 contract for those U.S. Government Licensees purchasing the Licensed Software and Services under such vehicle), is the entire agreement between Licensee and MicroPact relating to the specific Licensed Software order or Professional Services engagement and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document issued by the Licensee (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

b. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. However, only Licensee's signature or affirmation is required to agree to an unmodified Order Form, or other transaction document or language provided by MicroPact. Specified terms in a Quote or SOW (as applicable) will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement. MicroPact reserves the right to periodically update maintenance terms. For those U.S. Government Licensees purchasing maintenance under the Multiple Award Schedule 70, changes the maintenance terms shall be incorporated into the Multiple Award Schedule 70 contract before taking effect.

c. Unless otherwise agreed in writing, this Agreement (1) does not terminate the Licensee's license rights and maintenance (support) obligations of any prior MicroPact license agreement for other MicroPact Licensed Software, and (2) supersedes any previous "clickwrap" license incorporated in the Licensed Software.

C22. E-mail Communications. Licensee consents to receiving email messages from MicroPact that may constitute "commercial e-mails" under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time "opt out" of receiving future e-mails from MicroPact.

C23. BINDING EFFECT. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

C24. ASSIGNMENT. Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without MicroPact's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with MicroPact is current at the time of assignment, (2) assignee is not a direct competitor of MicroPact, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to MicroPact's then-current fees.

C25. SEVERABILITY. If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere. The exclusion of damages in Section C4(b) shall survive a finding that an exclusive remedy failed of its essential purpose.

C26. ORDER OF PRECEDENCE. In the event of a conflict among any of the terms set forth in Sections A through E, Section A will govern. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

Section D
Annual Support and Maintenance Terms and Conditions

D1. GENERAL. "Licensee " means the single end-user customer organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries or divisions or organizations within the agency, but not to other entities, Federal agencies or governmental departments.

D2. MAINTENANCE. During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from MicroPact:

- a. Updates (as described below);
- b. Defect Correction (as described below);
- c. Telephone Support (as determined by your specific support plan located in Section A or maintenance invoice, and as further described below); and

D3. SUPPORT. Subject to Licensee's payment of the annual support fee, MicroPact agrees to provide annual support of the Licensed Software delivered to Licensee pursuant to this Agreement. For Licensees other than U.S. Government Licensees, Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to MicroPact prior to commencement of annual support anniversary date. In the event that Licensee allows its payment for Annual Support and Maintenance to lapse, MicroPact shall charge (at its discretion) and Licensee shall pay (i) all back maintenance fees to cause the Annual Support and Maintenance to be current; and (ii) a reinstatement fee equal to \$5,000. For U.S. Government Licensees, any agreement for Annual Support (or renewal thereof) shall be in accordance with the exercise of an option year and application of the funding for such renewal. Moreover, if a U.S. Government Licensee allows its payment Annual Support and Maintenance to lapse, after MicroPact's reasonable attempts to contact the U.S. Government Licensee to renew, MicroPact will (at its discretion) cease providing such support services. Any fees for the lapsed coverage period, MicroPact will be entitled to pursue such fees via an equitable adjustment claim under the Contracts Dispute Act. A "lapse" as used herein means any period of time that occurs after the Annual Support and Maintenance period has expired.

D4. UPDATES. MicroPact shall provide Licensee (i) all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available to other entellitrak® Software or icomplaints® Software customers of MicroPact.

D5. DEFECT CORRECTION

- a. Licensee shall report suspected Defects in the Licensed Software to MicroPact using the MicroPact hotline or the Internet, and shall document the suspected Defect. If the Defect is confirmed, MicroPact shall use commercially reasonable efforts to provide a Correction to Licensee.
- b. MicroPact shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release.
- c. MicroPact reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to third party equipment and Licensed Software unless subject to a mutually agreed SOW or Quote (as applicable) to provide such Professional Services for additional fees.
- d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by MicroPact within a reasonable time after such procedures have been received.

D6. TELEPHONE SUPPORT. MicroPact shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Licensed Software. MicroPact provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call MicroPact will provide a maintenance call identification number. MicroPact shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, MicroPact will employ reasonably commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. MicroPact may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.

D7. MAJOR DEFECT. When Licensee reports a Major Defect to MicroPact using the MicroPact hotline, MicroPact shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of MicroPact's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Licensed Software until the major defect is corrected. For purposes of this Agreement, a major defect means that most or all of the Licensed Software functionality is rendered inoperable.

D8. MINOR DEFECT. When Licensee reports a Minor Defect to MicroPact using the MicroPact hotline, MicroPact shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Licensed Software until the minor defect is corrected. For purposes of this Agreement, a minor defect means that some of the Licensed Software functionality is rendered inoperable, or most or all of the Licensed Software functionality is substantially reduced in effectiveness or throughput.

D9. DOCUMENTATION. MicroPact will provide to Licensee, at MicroPact's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software.

D10. SUPPORTED VERSIONS. MicroPact shall not be responsible for correcting major defects or minor defects in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

D11. LICENSEE RESPONSIBILITIES. MicroPact shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to MicroPact; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee's business location.

D12. EXCLUDED ITEMS.

- a. MicroPact's maintenance/support obligations shall not include:
1. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Licensee has installed and is using the Licensed Software, (ii) Licensed Software not licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Customer, third party consultants, or Support Contractors, (v) failure to incorporate Updates or Corrections, or (vi) any other cause not attributable to MicroPact;
 2. providing training covered in formal training classes;
 3. performing Professional Services that would normally be provided at Licensee's business location;
 4. development or support for any Licensed Software customizations or custom reports;

5. database schema changes, or supporting application program interfaces (“APIs”) not provided or approved by MicroPact;
 6. supporting hosting providers not certified by MicroPact; or
 7. MicroPact University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by MicroPact.
- b. If MicroPact notifies Licensee that a problem, error or malfunction for which Licensee has requested maintenance is not covered, MicroPact will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which MicroPact will perform such services at MicroPact's then-current rates. For those U.S. Government Licensees who purchased maintenance services under the Multiple Award Schedule (MAS) 70 contract, and such services require professional services, the then-current rates set forth in the MAS 70 contract shall apply.

Section E
Professional Services Terms and Conditions

E1. PROFESSIONAL SERVICES. MicroPact shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Unless otherwise agreed in writing by MicroPact, the terms and conditions of this Agreement will apply to any Professional Services provided to Licensee by MicroPact after the Effective Date, whether or not this Agreement is referenced and whether or not an SOW or Quote (as applicable) is executed. Licensee acknowledges that the ultimate responsibility for the Professional Services rests with Licensee and that MicroPact's role is to assist Licensee in that endeavor. Any staff or personnel provided by MicroPact to provide the Professional Services under an SOW or Quote (as applicable) are referred to as "Consultants".

E2. PROJECT MANAGEMENT. Licensee shall appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the "Project Manager") and shall provide MicroPact in writing with the name and contact information for that Project Manager.

E3. WORK ON LICENSEE'S PREMISES. MicroPact shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee while such Consultants are on Licensee's premises, provided that Licensee provides MicroPact with reasonable advance notice of those policies. For U.S. Government Licensees, MicroPact shall comply with all security requirements as set forth in the contract award.

E4. LICENSEE'S COOPERATION. MicroPact's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing MicroPact with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. MicroPact will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Unless otherwise specified in an SOW or Quote (as applicable), MicroPact may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies, Licensee shall be responsible for the time it requires for MicroPact's consultants to expend to resolve the identified errors or issues.

E5. STATEMENT OF WORK. All work performed by MicroPact will be documented in an SOW or Quote (as applicable). Each SOW or Quote (as applicable) shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee. If there is a conflict between this Agreement and the SOW or Quote (as applicable), the SOW shall control. For those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the then-current hourly rates as well as the terms and conditions set forth in the MAS 70 contract shall apply.

E6. CHANGE ORDERS. Either party may propose changes in the scope of the SOW or Quote (as applicable), but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").

E7. SCHEDULING. MicroPact will try to accommodate work schedule requests of Licensee to the extent commercially practicable. MicroPact reserves the right to change such schedule for any SOW if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond MicroPact's reasonable control. MicroPact will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

E8. CANCELLATION OR RESCHEDULING OF SOWs. Licensee may cancel or reschedule (if previously scheduled) all or part of any SOW upon thirty (30) days' advance written notice (" Notice Period") and provide a detailed reason for the cancellation. Upon cancellation of an SOW in progress, Licensee will pay all fees and expenses for work performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling (such as lodging cancellation charges or air travel change fees). MicroPact will make

reasonable efforts to accommodate Licensee's requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period. However, the fee may not exceed the remaining number of days scheduled on the SOW. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, Changes shall be made in accordance with FAR 52.212-4 (Changes).

E9. FEES AND EXPENSES. Unless otherwise provided in an SOW or Quote (as applicable), Licensee shall pay MicroPact on a time and materials basis at MicroPact's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the applicable SOW or Quote (as applicable). Unless otherwise agreed in writing in the SOW or Quote (as applicable), the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the MAS 70 contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse MicroPact for and will be invoiced for all travel and other expenses. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that MicroPact or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that MicroPact is not obligated to provide a credit for or reimbursement to Licensee for Benefits. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, fees and expenses owed to MicroPact shall be in accordance with the authorized Task or Delivery Order written against the MAS 70 contract. Moreover, payment by U.S. Government Licensees for travel shall be reimbursed in accordance with Public Law --.234 and FAR Part 31.

E10. ACCEPTANCE OF DELIVERABLES. The process for accepting any and all deliverables under a SOW or Quote (as applicable) and this Section D will be in accordance with the following:

- MicroPact and Licensee will follow the below process for accepting any and all deliverables that require Licensee acceptance:
 - MicroPact will submit all deliverables other than software in writing.
 - Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
 - Within 10 business days of the requested changes MicroPact will resubmit the deliverable.
 - Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find the resubmitted deliverable acceptable the above process will continue.
 - If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the acceptance process shall be in accordance with FAR 52.212-4(a) and the above referenced terms if incorporated into the contract award.

E11. PROJECTION EQUIPMENT. If requested by MicroPact, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, MicroPact will provide projection equipment for an additional charge. For U.S. Government Licensees, any charges for projection equipment shall be included in the contract award and be funded accordingly.

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

PREAMBLE

MicroPact, 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 Kris Collo, Phone: 703-709-6110, E-mail: kcollo@MicroPact.com, Fax: 703-709-6118.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0240P, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

(h) Date of Shipment.

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

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

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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

MicroPact, Inc.
GSA Pricing
SIN 132-33 Perpetual Software Licenses
SIN 132-50 Training
SIN 132-51

SIN	Part #	Description	GSA Price
132-33	1	icomplaints escan-5 Users	\$15,112.50
132-33	2	icomplaints escan-10 Users	\$30,225.00
132-33	3	icomplaints escan-25 Users	\$42,315.00
132-33	4	icomplaints escan-50 Users	\$66,495.00
132-33	5	icomplaints escan-75 Users	\$90,675.00
132-33	6	icomplaints escan-100 Users	\$102,765.00
132-33	7	icomplaints escan-125 Users	\$120,900.00
132-33	8	icomplaints escan-150 Users	\$139,035.00
132-33	9	icomplaints escan-175 Users	\$157,170.00
132-33	10	icomplaints escan-200 Users	\$169,260.00
132-33	12	NO FEAR-5 Users	\$7,556.25
132-33	13	NO FEAR-10 Users	\$11,082.50
132-33	14	NO FEAR-25 Users	\$14,608.75
132-33	15	NO FEAR-50 Users	\$18,135.00
132-33	16	NO FEAR-75 Users	\$21,661.25
132-33	17	NO FEAR-100+ Users	\$25,187.50
132-33	18	NO FEAR-200+ Users	\$40,300.00
132-33	19	icomplaints efile-5 Users	\$23,172.50
132-33	20	icomplaints efile-10 Users	\$46,345.00
132-33	21	icomplaints efile-25 Users	\$64,883.00
132-33	22	icomplaints efile-50 Users	\$101,959.00
132-33	23	icomplaints efile-75 Users	\$139,035.00
132-33	24	icomplaints efile-100 Users	\$157,573.00
132-33	25	icomplaints efile-125 Users	\$185,380.00
132-33	26	icomplaints efile-150 Users	\$213,187.00
132-33	27	icomplaints efile-175 Users	\$240,994.00
132-33	28	icomplaints efile-200 Users	\$259,532.00

SIN	Part #	Description	GSA Price
132-33	41	entellitrak Professional Edition-5 Users	\$35,262.50
132-33	42	entellitrak Professional Edition-10 Users	\$68,006.25
132-33	43	entellitrak Professional Edition-25 Users	\$94,705.00
132-33	44	entellitrak Professional Edition-50 Users	\$145,583.75
132-33	45	entellitrak Professional Edition-75 Users	\$196,462.50
132-33	46	entellitrak Professional Edition-100 Users	\$223,161.25
132-33	47	entellitrak Professional Edition-125 Users	\$261,950.00
132-33	48	entellitrak Professional Edition-150 Users	\$300,738.75
132-33	49	entellitrak Professional Edition-175 Users	\$339,527.50
132-33	50	entellitrak Professional Edition-200 Users	\$366,226.25
132-33	52	entellitrak Report Builder-5 Users	\$7,556.25
132-33	53	entellitrak Report Builder-10 Users	\$10,075.00
132-33	54	entellitrak Report Builder-25 Users	\$14,105.00
132-33	55	entellitrak Report Builder-50 Users	\$18,135.00
132-33	56	entellitrak Report Builder-75 Users	\$22,165.00
132-33	57	entellitrak Report Builder-100 Users	\$25,187.50
132-33	58	entellitrak Report Builder-125 Users	\$27,202.50
132-33	59	entellitrak Report Builder-150 Users	\$30,225.00
132-33	60	entellitrak Report Builder-175 Users	\$35,262.50
132-33	61	entellitrak Report Builder-200 Users	\$40,300.00
132-33	63	icomplaints Licensing-5 Users	\$25,187.50
132-33	64	icomplaints Licensing-10 Users	\$50,375.00
132-33	65	icomplaints Licensing-25 Users	\$70,525.00
132-33	66	icomplaints Licensing-50 Users	\$110,825.00
132-33	67	icomplaints Licensing-75 Users	\$151,125.00
132-33	68	icomplaints Licensing-100 Users	\$171,275.00
132-33	69	icomplaints Licensing-125 Users	\$201,500.00
132-33	70	icomplaints Licensing-150 Users	\$231,725.00
132-33	71	icomplaints Licensing-175 Users	\$261,950.00
132-33	72	icomplaints Licensing-200 Users	\$282,100.00
132-50	UT001	icomplaints - User - 1 day at MicroPact Facility	\$312.33

SIN	Part #	Description	GSA Price
132-50	UT002	icomplaints - Administrator - 1 day at MicroPact Facility	\$347.59
132-50	UT101	entellitrak - User - 1 day at MicroPact Facility	\$437.26
132-50	UT102	entellitrak - Administrator - 1 day at MicroPact Facility	\$486.62
132-33	100	entellitrak escan-5 Users	\$15,112.50
132-33	101	entellitrak escan-10 Users	\$30,225.00
132-33	102	entellitrak escan-25 Users	\$42,315.00
132-33	103	entellitrak escan-50 Users	\$66,495.00
132-33	104	entellitrak escan-75 Users	\$90,675.00
132-33	105	entellitrak escan-100 Users	\$102,765.00
132-33	106	entellitrak escan-125 Users	\$120,900.00
132-33	107	entellitrak escan-150 Users	\$139,035.00
132-33	108	entellitrak escan-175 Users	\$157,170.00
132-33	109	entellitrak escan-200 Users	\$169,260.00
132-33	111	QRM-1-500 Pre-complaints	\$18,890.63
132-33	112	QRM-501-1,000 Pre-complaints	\$27,706.25
132-33	113	QRM-1,001-2,000 Pre-complaints	\$36,521.88
132-33	114	QRM-2,001+ Pre-complaints	\$54,153.13
132-33	130	entellitrak efile v3.X.X - 5 Users	\$23,172.50
132-33	131	entellitrak efile v3.X.X - 10 Users	\$46,345.00
132-33	132	entellitrak efile v3.X.X - 25 Users	\$64,883.00
132-33	133	entellitrak efile v3.X.X - 50 Users	\$101,959.00
132-33	134	entellitrak efile v3.X.X - 75 Users	\$139,035.00
132-33	135	entellitrak efile v3.X.X - 100 Users	\$157,573.00
132-33	136	entellitrak efile v3.X.X - 125 Users	\$185,380.00
132-33	137	entellitrak efile v3.X.X - 150 Users	\$213,187.00
132-33	138	entellitrak efile v3.X.X - 175 Users	\$240,994.00
132-33	139	entellitrak efile v3.X.X - 200 Users	\$259,532.00
132-33	200	entellitrak Mobile Module v3.X.X - 5 Users	\$19,394.37
132-33	201	entellitrak Mobile Module v3.X.X - 10 Users	\$37,403.44

SIN	Part #	Description	GSA Price
132-33	202	entellitrak Mobile Module v3.X.X - 25 Users	\$52,087.75
132-33	203	entellitrak Mobile Module v3.X.X - 50 Users	\$80,071.06
132-33	204	entellitrak Mobile Module v3.X.X - 75 Users	\$108,054.37
132-33	205	entellitrak Mobile Module v3.X.X - 100 Users	\$122,738.69
132-33	206	entellitrak Mobile Module v3.X.X - 125 Users	\$144,072.50
132-33	207	entellitrak Mobile Module v3.X.X - 150 Users	\$165,406.31
132-33	208	entellitrak Mobile Module v3.X.X - 175 Users	\$186,740.12
132-33	209	entellitrak Mobile Module v3.X.X - 200 Users	\$201,424.44
132-33	T100	entellitrak - 100 Level Core Training - 1 day at MicroPact Training Facility	\$486.62
132-33	T200	entellitrak - 200 Level Core Training - 1 day at MicroPact Training Facility	\$729.93
132-33	T300	entellitrak - 300 Level Core Training - 1 day at MicroPact Training Facility	\$973.24
132-33	210	entellitrak Analytics Module v3.X.X - 5 Users	\$19,394.37
132-33	211	entellitrak Analytics Module v3.X.X - 10 Users	\$37,403.44
132-33	212	entellitrak Analytics Module v3.X.X - 25 Users	\$52,087.75
132-33	213	entellitrak Analytics Module v3.X.X - 50 Users	\$80,071.06
132-33	214	entellitrak Analytics Module v3.X.X - 75 Users	\$108,054.37
132-33	215	entellitrak Analytics Module v3.X.X - 100 Users	\$122,738.69
132-33	216	entellitrak Analytics Module v3.X.X - 125 Users	\$144,072.50
132-33	217	entellitrak Analytics Module v3.X.X - 150 Users	\$165,406.31
132-33	218	entellitrak Analytics Module v3.X.X - 175 Users	\$186,740.12
132-33	219	entellitrak Analytics Module v3.X.X - 200 Users	\$201,424.44
132-33	220	entellitrak Time Keeping Module v3.X.X - 5 Users	\$21,157.50
132-33	221	entellitrak Time Keeping Module v3.X.X - 10 Users	\$40,803.75
132-33	222	entellitrak Time Keeping Module v3.X.X - 25 Users	\$56,823.00
132-33	223	entellitrak Time Keeping Module v3.X.X - 50 Users	\$87,350.25
132-33	224	entellitrak Time Keeping Module v3.X.X - 75 Users	\$117,877.50
132-33	225	entellitrak Time Keeping Module v3.X.X - 100 Users	\$133,896.75
132-33	226	entellitrak Time Keeping Module v3.X.X - 125Users	\$157,170.00
132-33	227	entellitrak Time Keeping Module v3.X.X - 150 Users	\$180,443.25
132-33	228	entellitrak Time Keeping Module v3.X.X - 175 Users	\$203,716.50

SIN	Part #	Description	GSA Price
132-33	229	entellitrak Time Keeping Module v3.X.X - 200 Users	\$219,735.75
132-33	260	icomplaints Document Management Module v8.X.X - 5 Concurrent Users	\$30,225.00
132-33	261	icomplaints Document Management Module v8.X.X - 10 Concurrent Users	\$58,334.25
132-33	262	icomplaints Document Management Module v8.X.X - 25 Concurrent Users	\$81,084.61
132-33	263	icomplaints Document Management Module v8.X.X - 50 Concurrent Users	\$124,870.30
132-33	264	icomplaints Document Management Module v8.X.X - 75 Concurrent Users	\$168,574.89
132-33	265	icomplaints Document Management Module v8.X.X - 100 Concurrent Users	\$192,175.37
132-33	266	icomplaints Document Management Module v8.X.X - 125 Concurrent Users	\$224,845.18
132-33	267	icomplaints Document Management Module v8.X.X - 150 Concurrent Users	\$258,571.94
132-33	268	icomplaints Document Management Module v8.X.X - 175 Concurrent Users	\$292,186.29
132-33	269	icomplaints Document Management Module v8.X.X - 200 Concurrent users	\$315,561.19
132-33	270	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 5 Concurrent Users (annual cost)	\$30,225.00
132-33	271	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 10 Concurrent Users (annual cost)	\$47,090.55
132-33	272	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 25 Concurrent Users (annual cost)	\$60,740.76
132-33	273	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 50 Concurrent Users (annual cost)	\$87,012.17
132-33	274	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 75 Concurrent Users (annual cost)	\$113,234.93
132-33	275	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 100 Concurrent Users (annual cost)	\$127,395.22
132-33	276	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 125 Concurrent Users (annual cost)	\$146,997.10
132-33	277	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 150 Concurrent Users (annual cost)	\$167,233.16
132-33	278	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 175 Concurrent Users (annual cost)	\$187,401.78
132-33	279	icomplaints Document Management Module SaaS v8.X.X (Shared Environment) - 200 Concurrent users (annual cost)	\$201,426.71

SIN	Part #	Description	GSA Price
132-33	280	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 5 Concurrent Users (annual cost)	\$40,803.75
132-33	281	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 10 Concurrent Users (annual cost)	\$57,669.30
132-33	282	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 25 Concurrent Users (annual cost)	\$71,319.51
132-33	283	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 50 Concurrent Users (annual cost)	\$97,590.92
132-33	284	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 75 Concurrent Users (annual cost)	\$123,813.68
132-33	285	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 100 Concurrent Users (annual cost)	\$137,973.97
132-33	286	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 125 Concurrent Users (annual cost)	\$157,575.85
132-33	287	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 150 Concurrent Users (annual cost)	\$177,811.91
132-33	288	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 175 Concurrent Users (annual cost)	\$197,980.53
132-33	289	icomplaints Document Management Module SaaS v8.X.X (Dedicated Environment) - 200 Concurrent users (annual cost)	\$212,005.46
132-33	M001	icomplaints annual product support standard: 7am-8pm EDT	20% of Software purchase price
132-33	M101	entellitrak annual product support standard: 7am-8pm EDT	20% of Software purchase price
132-33	P102	entellitrak Gold Support Package	\$24,000.00
132-33	P103	entellitrak Platinum Support Package	\$36,000.00
132-33	P002	icomplaints Gold Support Package	\$24,000.00
132-33	P003	icomplaints Platinum Support Package	\$36,000.00
132-33	314	entellitrak Document Management Module v3.X.X - 5 Concurrent Users	\$30,225.00

SIN	Part #	Description	GSA Price
132-33	315	entellitrak Document Management Module v3.X.X - 10 Concurrent Users	\$58,334.25
132-33	316	entellitrak Document Management Module v3.X.X - 25 Concurrent Users	\$81,084.61
132-33	317	entellitrak Document Management Module v3.X.X - 50 Concurrent Users	\$124,870.30
132-33	318	entellitrak Document Management Module v3.X.X - 75 Concurrent Users	\$168,574.89
132-33	319	entellitrak Document Management Module v3.X.X - 100 Concurrent Users	\$192,175.37
132-33	320	entellitrak Document Management Module v3.X.X - 125 Concurrent Users	\$224,845.18
132-33	321	entellitrak Document Management Module v3.X.X - 150 Concurrent Users	\$258,571.94
132-33	322	entellitrak Document Management Module v3.X.X - 175 Concurrent Users	\$292,186.29
132-33	323	entellitrak Document Management Module v3.X.X - 200 Concurrent users	\$315,561.19
132-33	324	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 5 Concurrent Users (annual cost)	\$18,135.00
132-33	325	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 10 Concurrent Users (annual cost)	\$35,000.55
132-33	326	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 25 Concurrent Users (annual cost)	\$48,650.77
132-33	327	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 50 Concurrent Users (annual cost)	\$74,922.18
132-33	328	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 75 Concurrent Users (annual cost)	\$101,144.93
132-33	329	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 100 Concurrent Users (annual cost)	\$115,305.22
132-33	330	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 125 Concurrent Users (annual cost)	\$134,907.11
132-33	331	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 150 Concurrent Users (annual cost)	\$155,143.17
132-33	332	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 175 Concurrent Users (annual cost)	\$175,311.77
132-33	333	entellitrak Document Management Module SaaS v3.X.X (Shared Environment) - 200 Concurrent users (annual cost)	\$189,336.71
132-33	334	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 5 Concurrent Users (annual cost)	\$25,434.75

SIN	Part #	Description	GSA Price
132-33	335	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 10 Concurrent Users (annual cost)	\$42,300.30
132-33	336	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 25 Concurrent Users (annual cost)	\$55,950.52
132-33	337	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 50 Concurrent Users (annual cost)	\$82,221.93
132-33	338	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 75 Concurrent Users (annual cost)	\$108,444.68
132-33	339	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 100 Concurrent Users (annual cost)	\$122,604.97
132-33	340	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 125 Concurrent Users (annual cost)	\$142,206.86
132-33	341	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 150 Concurrent Users (annual cost)	\$162,442.91
132-33	342	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 175 Concurrent Users (annual cost)	\$182,611.52
132-33	343	entellitrak Document Management Module SaaS v3.X.X (Dedicated Environment) - 200 Concurrent users (annual cost)	\$196,636.46
132-33	344	icomplaints Executive Dashboard v7.5.0.0.0 - 5 Concurrent Users	\$25,187.50
132-33	345	icomplaints Executive Dashboard v7.5.0.0.0 - 10 Concurrent Users	\$50,375.00
132-33	346	icomplaints Executive Dashboard v7.5.0.0.0 - 25 Concurrent Users	\$70,525.00
132-33	347	icomplaints Executive Dashboard v7.5.0.0.0 - 50 Concurrent Users	\$110,825.00
132-33	348	icomplaints Executive Dashboard v7.5.0.0.0 - 75 Concurrent Users	\$151,125.00
132-33	349	icomplaints Executive Dashboard v7.5.0.0.0 - 100 Concurrent Users	\$171,275.00
132-33	350	icomplaints Executive Dashboard v7.5.0.0.0 - 125 Concurrent Users	\$201,500.00
132-33	351	icomplaints Executive Dashboard v7.5.0.0.0 - 150 Concurrent Users	\$231,725.00
132-33	352	icomplaints Executive Dashboard v7.5.0.0.0 - 175 Concurrent Users	\$261,950.00

SIN	Part #	Description	GSA Price
132-33	353	icomplaints Executive Dashboard v7.5.0.0.0 - 200 Concurrent users	\$282,100.00
132-33	354	icomplaints Executive Dashboard SaaS v8.X.X - 5 Concurrent Users (annual cost)	\$15,112.50
132-33	355	icomplaints Executive Dashboard SaaS v8.X.X - 10 Concurrent Users (annual cost)	\$30,225.00
132-33	356	icomplaints Executive Dashboard SaaS v8.X.X - 25 Concurrent Users (annual cost)	\$42,315.00
132-33	357	icomplaints Executive Dashboard SaaS v8.X.X - 50 Concurrent Users (annual cost)	\$66,495.00
132-33	358	icomplaints Executive Dashboard SaaS v8.X.X - 75 Concurrent Users (annual cost)	\$90,675.00
132-33	359	icomplaints Executive Dashboard SaaS v8.X.X - 100 Concurrent Users (annual cost)	\$102,765.00
132-33	360	icomplaints Executive Dashboard SaaS v8.X.X - 125 Concurrent Users (annual cost)	\$120,900.00
132-33	361	icomplaints Executive Dashboard SaaS v8.X.X - 150 Concurrent Users (annual cost)	\$139,035.00
132-33	362	icomplaints Executive Dashboard SaaS v8.X.X - 175 Concurrent Users (annual cost)	\$157,170.00
132-33	363	icomplaints Executive Dashboard SaaS v8.X.X - 200 Concurrent users (annual cost)	\$169,260.00
132-33	364	icomplaints SaaS v8.X.X (Shared Environment) - 5 Concurrent Users (annual cost)	\$27,202.50
132-33	365	icomplaints SaaS v8.X.X (Shared Environment) - 10 Concurrent Users (annual cost)	\$42,315.00
132-33	366	icomplaints SaaS v8.X.X (Shared Environment) - 25 Concurrent Users (annual cost)	\$54,405.00
132-33	367	icomplaints SaaS v8.X.X (Shared Environment) - 50 Concurrent Users (annual cost)	\$78,585.00
132-33	368	icomplaints SaaS v8.X.X (Shared Environment) - 75 Concurrent Users (annual cost)	\$102,765.00
132-33	369	icomplaints SaaS v8.X.X (Shared Environment) - 100 Concurrent Users (annual cost)	\$114,855.00
132-33	370	icomplaints SaaS v8.X.X (Shared Environment) - 125 Concurrent Users (annual cost)	\$132,990.00
132-33	371	icomplaints SaaS v8.X.X (Shared Environment) - 150 Concurrent Users (annual cost)	\$151,125.00
132-33	372	icomplaints SaaS v8.X.X (Shared Environment) - 175 Concurrent Users (annual cost)	\$169,260.00

SIN	Part #	Description	GSA Price
132-33	373	icomplaints SaaS v8.X.X (Shared Environment) - 200 Concurrent Users (annual cost)	\$181,350.00
132-33	374	icomplaints SaaS v8.X.X (Dedicated Environment) - 5 Concurrent Users (annual cost)	\$37,781.25
132-33	375	icomplaints SaaS v8.X.X (Dedicated Environment) - 10 Concurrent Users (annual cost)	\$52,893.75
132-33	376	icomplaints SaaS v8.X.X (Dedicated Environment) - 25 Concurrent Users (annual cost)	\$64,983.75
132-33	377	icomplaints SaaS v8.X.X (Dedicated Environment) - 50 Concurrent Users (annual cost)	\$89,163.75
132-33	378	icomplaints SaaS v8.X.X (Dedicated Environment) - 75 Concurrent Users (annual cost)	\$113,343.75
132-33	379	icomplaints SaaS v8.X.X (Dedicated Environment) - 100 Concurrent Users (annual cost)	\$125,433.75
132-33	380	icomplaints SaaS v8.X.X (Dedicated Environment) - 125 Concurrent Users (annual cost)	\$143,568.75
132-33	381	icomplaints SaaS v8.X.X (Dedicated Environment) - 150 Concurrent Users (annual cost)	\$161,703.75
132-33	382	icomplaints SaaS v8.X.X (Dedicated Environment) - 175 Concurrent Users (annual cost)	\$179,838.75
132-33	383	icomplaints SaaS v8.X.X (Dedicated Environment) - 200 Concurrent Users (annual cost)	\$191,928.75
132-33	384	icomplaints escan SaaS v8.X.X - 5 Concurrent Users (annual cost)	\$9,067.50
132-33	385	icomplaints escan SaaS v8.X.X - 10 Concurrent Users (annual cost)	\$18,135.00
132-33	386	icomplaints escan SaaS v8.X.X - 25 Concurrent Users (annual cost)	\$25,389.00
132-33	387	icomplaints escan SaaS v8.X.X - 50 Concurrent Users (annual cost)	\$39,897.00
132-33	388	icomplaints escan SaaS v8.X.X - 75 Concurrent Users (annual cost)	\$54,405.00
132-33	389	icomplaints escan SaaS v8.X.X - 100 Concurrent Users (annual cost)	\$61,659.00
132-33	390	icomplaints escan SaaS v8.X.X - 125 Concurrent Users (annual cost)	\$72,540.00
132-33	391	icomplaints escan SaaS v8.X.X - 150 Concurrent Users (annual cost)	\$83,421.00
132-33	392	icomplaints escan SaaS v8.X.X - 175 Concurrent Users (annual cost)	\$94,302.00

SIN	Part #	Description	GSA Price
132-33	393	icomplaints escan SaaS v8.X.X - 200 Concurrent Users (annual cost)	\$101,556.00
132-33	394	icomplaints efile SaaS v8.X.X - 5 Concurrent Users (annual cost)	\$13,903.50
132-33	395	icomplaints efile SaaS v8.X.X - 10 Concurrent Users (annual cost)	\$27,807.00
132-33	396	icomplaints efile SaaS v8.X.X - 25 Concurrent Users (annual cost)	\$38,929.80
132-33	397	icomplaints efile SaaS v8.X.X - 50 Concurrent Users (annual cost)	\$61,175.40
132-33	398	icomplaints efile SaaS v8.X.X - 75 Concurrent Users (annual cost)	\$83,421.00
132-33	399	icomplaints efile SaaS v8.X.X - 100 Concurrent Users (annual cost)	\$94,543.80
132-33	400	icomplaints efile SaaS v8.X.X - 125 Concurrent Users (annual cost)	\$111,228.00
132-33	401	icomplaints efile SaaS v8.X.X - 150 Concurrent Users (annual cost)	\$127,549.50
132-33	402	icomplaints efile SaaS v8.X.X - 175 Concurrent Users (annual cost)	\$144,596.40
132-33	403	icomplaints efile SaaS v8.X.X - 200 Concurrent Users (annual cost)	\$155,719.20
132-33	404	NO FEAR SaaS v8.X.X - 5 Concurrent Users (annual cost)	\$4,533.75
132-33	405	NO FEAR SaaS v8.X.X - 10 Concurrent Users (annual cost)	\$6,649.50
132-33	406	NO FEAR SaaS v8.X.X - 25 Concurrent Users (annual cost)	\$8,765.25
132-33	407	NO FEAR SaaS v8.X.X - 50 Concurrent Users (annual cost)	\$10,881.00
132-33	408	NO FEAR SaaS v8.X.X - 75 Concurrent Users (annual cost)	\$12,996.75
132-33	409	NO FEAR SaaS v8.X.X - 100+ Concurrent Users (annual cost)	\$15,112.50
132-33	410	NO FEAR SaaS v8.X.X - 200+ Concurrent Users (annual cost)	\$24,180.00
132-33	411	QRM SaaS v8.X.X - 1-500 pre-complaints (annual cost)	\$11,334.38
132-33	412	QRM SaaS v8.X.X - 501-1000 pre-complaints (annual cost)	\$16,623.75
132-33	413	QRM SaaS v8.X.X - 1001-2000 pre-complaints (annual cost)	\$21,913.13
132-33	414	QRM SaaS v8.X.X - 2001+ pre-complaints (annual cost)	\$32,491.88
132-33	415	entellitrak SaaS v3.X.X (Shared Environment) - 5 Concurrent Users (annual cost)	\$33,247.50

SIN	Part #	Description	GSA Price
132-33	416	entellitrak SaaS v3.X.X (Shared Environment) - 10 Concurrent Users (annual cost)	\$52,893.75
132-33	417	entellitrak SaaS v3.X.X (Shared Environment) - 25 Concurrent Users (annual cost)	\$68,913.00
132-33	418	entellitrak SaaS v3.X.X (Shared Environment) - 50 Concurrent Users (annual cost)	\$99,440.25
132-33	419	entellitrak SaaS v3.X.X (Shared Environment) - 75 Concurrent Users (annual cost)	\$129,967.50
132-33	420	entellitrak SaaS v3.X.X (Shared Environment) - 100 Concurrent Users (annual cost)	\$145,986.75
132-33	421	entellitrak SaaS v3.X.X (Shared Environment) - 125 Concurrent Users (annual cost)	\$169,260.00
132-33	422	entellitrak SaaS v3.X.X (Shared Environment) - 150 Concurrent Users (annual cost)	\$192,533.25
132-33	423	entellitrak SaaS v3.X.X (Shared Environment) - 175 Concurrent Users (annual cost)	\$215,806.50
132-33	424	entellitrak SaaS v3.X.X (Shared Environment) - 200 Concurrent Users (annual cost)	\$231,825.75
132-33	425	entellitrak SaaS v3.X.X (Dedicated Environment) - 5 Concurrent Users (annual cost)	\$43,826.25
132-33	426	entellitrak SaaS v3.X.X (Dedicated Environment) - 10 Concurrent Users (annual cost)	\$63,472.50
132-33	427	entellitrak SaaS v3.X.X (Dedicated Environment) - 25 Concurrent Users (annual cost)	\$79,491.75
132-33	428	entellitrak SaaS v3.X.X (Dedicated Environment) - 50 Concurrent Users (annual cost)	\$110,019.00
132-33	429	entellitrak SaaS v3.X.X (Dedicated Environment) - 75 Concurrent Users (annual cost)	\$140,546.25
132-33	430	entellitrak SaaS v3.X.X (Dedicated Environment) - 100 Concurrent Users (annual cost)	\$156,565.50
132-33	431	entellitrak SaaS v3.X.X (Dedicated Environment) - 125 Concurrent Users (annual cost)	\$179,838.75
132-33	432	entellitrak SaaS v3.X.X (Dedicated Environment) - 150 Concurrent Users (annual cost)	\$203,112.00
132-33	433	entellitrak SaaS v3.X.X (Dedicated Environment) - 175 Concurrent Users (annual cost)	\$226,385.25
132-33	434	entellitrak SaaS v3.X.X (Dedicated Environment) - 200 Concurrent Users (annual cost)	\$242,404.50

SIN	Part #	Description	GSA Price
132-33	435	entellitrak Report Builder SaaS v3.X.X - 5 Concurrent Users (annual cost)	\$4,533.75
132-33	436	entellitrak Report Builder SaaS v3.X.X - 10 Concurrent Users (annual cost)	\$6,045.00
132-33	437	entellitrak Report Builder SaaS v3.X.X - 25 Concurrent Users (annual cost)	\$8,463.00
132-33	438	entellitrak Report Builder SaaS v3.X.X - 50 Concurrent Users (annual cost)	\$10,881.00
132-33	439	entellitrak Report Builder SaaS v3.X.X - 75 Concurrent Users (annual cost)	\$13,299.00
132-33	440	entellitrak Report Builder SaaS v3.X.X - 100 Concurrent Users (annual cost)	\$15,112.50
132-33	441	entellitrak Report Builder SaaS v3.X.X - 125 Concurrent Users (annual cost)	\$16,321.50
132-33	442	entellitrak Report Builder SaaS v3.X.X - 150 Concurrent Users (annual cost)	\$18,135.00
132-33	443	entellitrak Report Builder SaaS v3.X.X - 175 Concurrent Users (annual cost)	\$21,157.50
132-33	444	entellitrak Report Builder SaaS v3.X.X - 200 Concurrent Users (annual cost)	\$24,180.00
132-33	445	entellitrak escan SaaS v3.X.X - 5 Concurrent Users (annual cost)	\$9,067.50
132-33	446	entellitrak escan SaaS v3.X.X - 10 Concurrent Users (annual cost)	\$18,135.00
132-33	447	entellitrak escan SaaS v3.X.X - 25 Concurrent Users (annual cost)	\$25,389.00
132-33	448	entellitrak escan SaaS v3.X.X - 50 Concurrent Users (annual cost)	\$39,897.00
132-33	449	entellitrak escan SaaS v3.X.X - 75 Concurrent Users (annual cost)	\$54,405.00
132-33	450	entellitrak escan SaaS v3.X.X - 100 Concurrent Users (annual cost)	\$61,659.00
132-33	451	entellitrak escan SaaS v3.X.X - 125 Concurrent Users (annual cost)	\$72,540.00
132-33	452	entellitrak escan SaaS v3.X.X - 150 Concurrent Users (annual cost)	\$83,421.00
132-33	453	entellitrak escan SaaS v3.X.X- 175 Concurrent Users (annual cost)	\$94,302.00
132-33	454	entellitrak escan SaaS v3.X.X - 200 Concurrent users (annual cost)	\$101,556.00
132-33	455	entellitrak efile SaaS v3.X.X - 5 Concurrent Users (annual cost)	\$13,903.50
132-33	456	entellitrak efile SaaS v3.X.X - 10 Concurrent Users (annual cost)	\$27,807.00

SIN	Part #	Description	GSA Price
132-33	457	entellitrak efile SaaS v3.X.X - 25 Concurrent Users (annual cost)	\$38,929.80
132-33	458	entellitrak efile SaaS v3.X.X - 50 Concurrent Users (annual cost)	\$61,175.40
132-33	459	entellitrak efile SaaS v3.X.X - 75 Concurrent Users (annual cost)	\$83,421.00
132-33	460	entellitrak efile SaaS v3.X.X - 100 Concurrent Users (annual cost)	\$94,543.80
132-33	461	entellitrak efile SaaS v3.X.X - 125 Concurrent Users (annual cost)	\$111,228.00
132-33	462	entellitrak efile SaaS v3.X.X - 150 Concurrent Users (annual cost)	\$127,912.20
132-33	463	entellitrak efile SaaS v3.X.X - 175 Concurrent Users (annual cost)	\$144,596.40
132-33	464	entellitrak efile SaaS v3.X.X - 200 Concurrent users (annual cost)	\$155,719.20
132-33	465	entellitrak Help Module v3.6.0.1.0 - 5 Concurrent Users	\$3,806.47
132-33	466	entellitrak Help Module v3.6.0.1.0 - 10 Concurrent Users	\$5,075.28
132-33	467	entellitrak Help Module v3.6.0.1.0 - 25 Concurrent Users	\$7,105.39
132-33	468	entellitrak Help Module v3.6.0.1.0 - 50 Concurrent Users	\$9,135.51
132-33	469	entellitrak Help Module v3.6.0.1.0 - 75 Concurrent Users	\$11,165.62
132-33	470	entellitrak Help Module v3.6.0.1.0 - 100 Concurrent Users	\$12,688.20
132-33	471	entellitrak Help Module v3.6.0.1.0 - 125 Concurrent Users	\$13,703.26
132-33	472	entellitrak Help Module v3.6.0.1.0 - 150 Concurrent Users	\$15,225.84
132-33	473	entellitrak Help Module v3.6.0.1.0 - 175 Concurrent Users	\$17,763.48
132-33	474	entellitrak Help Module v3.6.0.1.0 - 200 Concurrent Users	\$20,301.13
132-33	475	entellitrak Help Module SaaS v3.6.0.1.0 - 5 Concurrent Users	\$2,283.88
132-33	476	entellitrak Help Module SaaS v3.6.0.1.0 - 10 Concurrent Users	\$3,045.17
132-33	477	entellitrak Help Module SaaS v3.6.0.1.0 - 25 Concurrent Users	\$4,263.24
132-33	478	entellitrak Help Module SaaS v3.6.0.1.0 - 50 Concurrent Users	\$5,481.30
132-33	479	entellitrak Help Module SaaS v3.6.0.1.0 - 75 Concurrent Users	\$6,699.37
132-33	480	entellitrak Help Module SaaS v3.6.0.1.0 - 100 Concurrent Users	\$7,612.92
SIN	Part #	Description	GSA Price
132-33	481	entellitrak Help Module SaaS v3.6.0.1.0 - 125 Concurrent Users	\$8,221.96

132-33	482	entellitrak Help Module SaaS v3.6.0.1.0 - 150 Concurrent Users	\$9,135.51
132-33	483	entellitrak Help Module SaaS v3.6.0.1.0 - 175 Concurrent Users	\$10,658.09
132-33	484	entellitrak Help Module SaaS v3.6.0.1.0 - 200 Concurrent Users	\$12,180.68
132-33	485	Analytics SaaS (Shared Environment) - 5 Concurrent Users	\$11,636.62
132-33	486	Analytics SaaS (Shared Environment) - 10 Concurrent Users	\$22,442.06
132-33	487	Analytics SaaS (Shared Environment) - 25 concurrent users	\$31,252.65
132-33	488	Analytics SaaS (Shared Environment) - 50 concurrent users	\$48,042.64
132-33	489	Analytics SaaS (Shared Environment) - 75 concurrent users	\$64,832.63
132-33	490	Analytics SaaS (Shared Environment) - 100 concurrent users	\$73,643.21
132-33	491	Analytics SaaS (Shared Environment) - 125 concurrent users	\$86,443.50
132-33	492	Analytics SaaS (Shared Environment) - 150 concurrent users	\$99,243.79
132-33	493	Analytics SaaS (Shared Environment) - 175 concurrent users	\$112,044.08
132-33	494	Analytics SaaS (Shared Environment) -200 concurrent users	\$120,854.66
132-33	495	Analytics SaaS (Dedicated Environment) - 5 Concurrent Users	\$18,936.37
132-33	496	Analytics SaaS (Dedicated Environment) - 10 Concurrent Users	\$29,741.81
132-33	497	Analytics SaaS (Dedicated Environment) - 25 concurrent users	\$38,552.40
132-33	498	Analytics SaaS (Dedicated Environment) - 50 concurrent users	\$55,342.39
132-33	499	Analytics SaaS (Dedicated Environment) - 75 concurrent users	\$72,132.37
132-33	500	Analytics SaaS (Dedicated Environment) - 100 concurrent users	\$80,942.96
132-33	501	Analytics SaaS (Dedicated Environment) - 125 concurrent users	\$93,743.25
132-33	502	Analytics SaaS (Dedicated Environment) - 150 concurrent users	\$106,543.54
132-33	503	Analytics SaaS (Dedicated Environment) - 175 concurrent users	\$119,343.82
132-33	504	Analytics SaaS (Dedicated Environment) - 200 concurrent users	\$128,154.41
132-33	505	Mobile SaaS (Shared Environment) - 5 Concurrent Users	\$11,636.62
132-33	506	Mobile SaaS (Shared Environment) - 10 Concurrent Users	\$22,442.06
SIN	Part #	Description	GSA Price
132-33	507	Mobile SaaS (Shared Environment) - 25 concurrent users	\$31,252.65
132-33	508	Mobile SaaS (Shared Environment) - 50 concurrent users	\$48,042.64

132-33	509	Mobile SaaS (Shared Environment) - 75 concurrent users	\$64,832.63
132-33	510	Mobile SaaS (Shared Environment) - 100 concurrent users	\$73,643.21
132-33	511	Mobile SaaS (Shared Environment) - 125 concurrent users	\$86,443.50
132-33	512	Mobile SaaS (Shared Environment) - 150 concurrent users	\$99,243.79
132-33	513	Mobile SaaS (Shared Environment) - 175 concurrent users	\$112,044.08
132-33	514	Mobile SaaS (Shared Environment) - 200 concurrent users	\$120,854.66
132-33	515	Mobile SaaS (Dedicated Environment) - 5 Concurrent Users	\$18,936.37
132-33	516	Mobile SaaS (Dedicated Environment) - 10 Concurrent Users	\$29,741.81
132-33	517	Mobile SaaS (Dedicated Environment) - 25 concurrent users	\$38,552.40
132-33	518	Mobile SaaS (Dedicated Environment) - 50 concurrent users	\$55,342.39
132-33	519	Mobile SaaS (Dedicated Environment) - 75 concurrent users	\$72,132.37
132-33	520	Mobile SaaS (Dedicated Environment) - 100 concurrent users	\$80,942.96
132-33	521	Mobile SaaS (Dedicated Environment) - 125 concurrent users	\$93,743.25
132-33	522	Mobile SaaS (Dedicated Environment) - 150 concurrent users	\$106,543.54
132-33	523	Mobile SaaS (Dedicated Environment) - 175 concurrent users	\$119,343.82
132-33	524	Mobile SaaS (Dedicated Environment) - 200 concurrent users	\$128,154.41
132-50	CBT1	icomplaints Computer Based Training (CBT) - 5-10 Concurrent Users	\$5,037.50
132-50	CBT2	icomplaints Computer Based Training (CBT) - 11-25 Concurrent Users	\$7,052.50
132-50	CBT3	icomplaints Computer Based Training (CBT) - 26-50 Concurrent Users	\$9,873.50
132-50	CBT4	icomplaints Computer Based Training (CBT) - 51-100 Concurrent Users	\$13,802.75
132-50	CBT5	icomplaints Computer Based Training (CBT) - 101-150 Concurrent Users	\$19,142.50
132-50	CBT6	icomplaints Computer Based Training (CBT) - 151-200 Concurrent Users	\$26,195.00
132-50	CBT11	entellitrak Computer Based Training (CBT) - 5-10 Concurrent Users	\$7,556.25
132-50	CBT12	entellitrak Computer Based Training (CBT) - 11-25 Concurrent Users	\$10,578.75
132-50	CBT13	entellitrak Computer Based Training (CBT) - 26-50 Concurrent Users	\$14,810.25
132-50	CBT14	entellitrak Computer Based Training (CBT) - 51-100 Concurrent Users	\$20,704.13
SIN	Part #	Description	GSA Price
132-50	CBT15	entellitrak Computer Based Training (CBT) - 101-150 Concurrent Users	\$28,713.75

132-50	CBT16	entellitrak Computer Based Training (CBT) - 151-200 Concurrent Users	\$39,292.50
132-50	TT101	entellitrak Train the Trainer Training - User - 1 day at MicroPact Training Facility	\$440.54
132-50	TT102	entellitrak Train the Trainer Training - Administrator - 1 day at MicroPact Training Facility	\$490.27
132-50	TT001	icomplaints Train the Trainer Training - User- 1 day at MicroPact Training Facility	\$314.67
132-50	TT002	icomplaints Train the Trainer Training - Administrator - 1 day at MicroPact Training Facility	\$350.19
132-33	H500	IaaS (Shared Environment) Up to 50GB Storage and 500GB bandwidth a month	\$12,090.00
132-33	H501	IaaS (Shared Environment) Additional 100GB storage and 1TB bandwidth a month	\$2,015.00
132-33	H502	IaaS (Dedicated Environment) Up to 50GB Storage and 500GB bandwidth a month	\$22,668.75
132-33	H503	IaaS (Dedicated Environment) Additional 100GB storage and 1TB bandwidth a month	\$2,015.00

LABOR CATEGORY DESCRIPTIONS

Labor Category or Title	Description of Responsibilities	Yrs. of Experience		Degree/Certification Required
		General Experience	Specialized Experience	
Application Engineer I	Analyzes functional requirements and configures applications utilizing proprietary platforms and other technologies. Works closely with the Project Manager and/or Business Analyst to interpret functional requirements, effectively configures the application according to requirements, and deliver high quality results. Have knowledge and/or experience programming in various languages which may include Java, JavaScript, SQL, and other web technologies. Knowledge and/or experience in web applications, relational databases, J2EE architecture, and testing. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	2	1	Bachelors in appropriate filed of study
Application Engineer II	Senior level resource that analyzes functional requirements and configures applications utilizing proprietary platforms and other technologies. Works closely with the Project Manager and/or Business Analyst to interpret functional requirements, effectively develop the application according to requirements, and deliver high quality results. Has advanced knowledge and/or experience programming in various languages which may include Java, JavaScript, SQL, and other web technologies. Advanced knowledge and/or experience in web applications, relational databases, J2EE architecture, and testing. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods. May assist in preparing schedules and status reports; and/or allocating AE resources. May mentor Application Engineers and/or perform consulting\business training sessions as needed.	4	2	Bachelors in appropriate filed of study
Business Analyst I	Employs techniques and methodologies such as interviews, document analysis, surveys, site visits, and business process descriptions to analyze and define business and functional requirements. Documents findings in a format that ranges from use cases, scenarios, business analysis, and workflow analysis to be used by the technical team for frameworks and development of solutions. Knowledge and/or experience with web development, which may include Java, JavaScript, SQL, and other web technologies. Knowledge and/or experience in using entellitrak, requirements definition and management systems and methodologies. Solid understanding of how to interpret customer business needs and translate them into application and operational requirements. Excellent verbal and written communication skills and the ability to interact professionally with a cross functional project team. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	2	1	Bachelors in appropriate filed of study

Business Analyst II	Serves as the conduit between the customer community, and the software development team to achieve successful product direction. Drives and challenges project managers and application engineers on how they will successfully execute the project plans and requirements. Employs advanced techniques and methodologies such as interviews, document analysis, surveys, site visits, and business process descriptions. Experienced in documenting findings in a format that ranges from use cases, scenarios, business analysis, and workflow analysis to be used by the technical team for frameworks and development of solutions. Advanced knowledge and/or experience with web development, which may include Java, JavaScript, SQL, and other web technologies. Advanced knowledge and/or experience in using requirements definition and management systems and methodologies. Strong analytical skills and advanced knowledge and/or experience with product management. Solid understanding of how to interpret customer business needs and translate them into application and operational requirements. Excellent verbal and written communication skills and the ability to interact professionally with a diverse group of internal and external customers. May assist in preparing schedules and status reports; and/or allocating Business Analyst resources. May mentor team-members and/or perform consulting/business training sessions as needed. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	4	2	Bachelors in appropriate filed of study
Project Manager I	Directs and manages one or more small to medium-scale projects from beginning to end, following outlined processes and procedures. Defines project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders. Develops project plans and associated communications documents including developing, submitting, and tracking project milestones, deliverables, project costs, project budget, and invoicing. Develops and delivers progress reports, proposals, invoices, requirements documentation, and presentations. Estimates the resources and participants needed to achieve project goals. Proactively manages changes in project scope, identifies potential risks, and develops contingency plans. Have knowledge and/or experience with technologies such as Java, JavaScript, SQL, web applications, relational databases, J2EE architecture, and testing. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	5	2	Bachelors in appropriate filed of study
Project Manager II	Senior resource that directs and manages one or more medium to large-scale or complex projects from beginning to end, following outlined processes and procedures. Defines project scope, goals and deliverables that support business goals in collaboration with senior management and stakeholders. Develops project plans and associated communications documents including developing, submitting, and tracking project milestones, deliverables, project costs, and project budget. Develops and delivers progress reports, proposals, invoices, requirements documentation, and presentations. Develops best practices and tools for project execution and management. Estimates the resources and participants needed to achieve project goals. Proactively manages changes in project scope, identifies potential risks, and develops contingency plans. Coaches, mentors, motivates and supervises project team members. Has advanced knowledge and/or experience managing projects utilizing technologies such as Java, JavaScript, SQL, and other web Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	7	4	Bachelors in appropriate filed of study

QA Tester I	Performs a variety of quality control tests on software deliverables to ensure product quality and reliability. Produces test plans and test cases and automates tests where appropriate. Documents testing processes and results. Have knowledge and/or experience with technologies such as Java, JavaScript, SQL, web applications, relational databases, J2EE architecture. Have knowledge and/or experience with manual testing, including Section 508 testing. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	2	1	Bachelors in appropriate filed of study
QA Tester II	Performs a variety of quality control tests on software deliverables to ensure product quality and reliability. Produces test plans and test cases and automates tests where appropriate. Documents testing processes and results. Has advanced knowledge and/or experience testing applications implemented with technologies such as Java, JavaScript, SQL, web applications, relational databases, J2EE architecture. Has advanced knowledge and/or experience with manual testing, including Section 508 testing. Has extensive knowledge and experience with entellitrak and other MicroPact software, tools, and methods. Advanced knowledge and/or experience of the Agile environment. Establishes, tracks and reports Quality Assurance metrics. May lead, and/or mentor Quality Assurance Engineers. May lead team reviews of requirements and other project deliverables. May lead generation and review of test plans and test cases and associated templates.	4	2	Bachelors in appropriate filed of study
Security Specialist I	Identifies security risks, threats and vulnerabilities of networks, systems, applications and new technology initiatives. Provides technical support in the development, testing and operation of firewalls, intrusion detection systems, and enterprise anti-virus and software deployment tools. Conducts complex security architecture analysis to evaluate and mitigate issues. Develops policies and procedures for securing the system infrastructure and applications. Develops and maintains security policies and procedures and coordinates certifications and accreditations for government applications. Have knowledge and/or experience with NIST Special Publication 800-53 and its application to MicroPact's information systems. Provides complex technical oversight and enforcement of security directives, orders, standards, plans and procedures at server sites. Develops manuals and ensures system support personnel receive/maintain security awareness and training. Knowledge and/or experience working with IP networking, networking protocols, and security related technologies which may include encryption, IPsec, PKI, VPNs, firewalls, proxy services, DNS, electronic mail and access-lists. Knowledge and/or experience working with Internet, web, application and network security techniques. Knowledge and/or experience working with relevant operating system security which may include Windows, Solaris, and Linux. Knowledge and/or experience working with leading firewall, network scanning and intrusion detection products and authentication technologies. Knowledge and/or experience working with federal regulations related to information security (FISMA, Computer security Act, etc.). Knowledge and/or experience working with NIST Special Publications and C & A process methodology. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	2	1	Bachelors in appropriate filed of study

Security Specialist II	Identifies security risks, threats and vulnerabilities of networks, systems, applications and new technology initiatives. Provides technical support in the development, testing and operation of firewalls, intrusion detection systems, and enterprise anti-virus and software deployment tools. Conducts complex security architecture analysis to evaluate and mitigate issues. Develops policies and procedures for securing the system infrastructure and applications. Develops and maintains security policies and procedures and coordinates certifications and accreditations for government applications. Have knowledge and/or experience with NIST Special Publication 800-53 and its application to MicroPact's information systems. Provides complex technical oversight and enforcement of security directives, orders, standards, plans and procedures at server sites. Develops manuals and ensures system support personnel receive/maintain security awareness and training. Advanced knowledge and/or experience working with IP networking, networking protocols, and security related technologies which may include encryption, IPsec, PKI, VPNs, firewalls, proxy services, DNS, electronic mail and access-lists. Advanced knowledge and/or experience working with Internet, web, application and network security techniques. Advanced knowledge and/or experience working with relevant operating system security which may include Windows, Solaris, and Linux. Advanced knowledge and/or experience working with leading firewall, network scanning and intrusion detection products and authentication technologies. Advanced knowledge and/or experience working with federal regulations related to information security (FISMA, Computer security Act, etc.). Advanced knowledge and/or experience working with NIST Special Publications and C & A process methodology. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	4	2	Bachelors in appropriate filed of study
Database Analyst I	Evaluates, designs, and manages existing or proposed relational databases for solutions built upon MicroPact software products. Identifies, acquires and structures data of the user department to support requirements. Analyzes database requirements of the user department, applications programming and operations. Reviews database utilization and performs basic tuning to ensure optimal performance. Submits recommendations for solutions that require definition of the physical structure and functional capabilities of databases and require data security and data backup/recovery specifications. Proposes detailed specifications and coordinates installation of revised or new systems. Serves as staff and technical resource on database design, modifications and or upgrades. Experience with SQL Server and Oracle database administration, including all phases of administration such as backup and recovery, Memory structures, performance monitoring and tuning and physical architecture. Knowledge and/or experience writing SQL, PL/SQL and Transact-SQL, including query optimization, views, stored procedures and functions. Knowledge and/or experience with Oracle RMAN, Datapump, SQL Server database mirroring and log shipping. Knowledge or experience with SQL Server SQL Profiler and Oracle OEM performance monitoring tools. Knowledge or experience with SQL Developer, SQL*Plus, and SQL Server Management Studio clients. Knowledge or experience with Visio Entity Relationship Diagramming tool. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	3	2	Bachelors in appropriate field of study

Database Analyst II	Evaluates, designs, and manages existing or proposed relational databases for solutions built upon MicroPact software products. Identifies, acquires and structures data of the user department to support requirements. Analyzes database requirements of the user department, applications programming and operations. Reviews database utilization and performs basic tuning to ensure optimal performance. Submits recommendations for solutions that require definition of the physical structure and functional capabilities of databases and require data security and data backup/recovery specifications. Proposes detailed specifications and coordinates installation of revised or new systems. Serves as staff and technical resource on database design, modifications and or upgrades. Experience with SQL Server and Oracle database administration, including all phases of administration such as backup and recovery, Memory structures, performance monitoring and tuning and physical architecture. Advanced knowledge and/or experience writing SQL, PL/SQL and Transact-SQL, including query optimization, views, stored procedures and functions. Advanced knowledge and/or experience with Oracle RMAN, Datapump, SQL Server database mirroring and log shipping. Advanced knowledge and/or experience with SQL Server SQL Profiler and Oracle OEM performance monitoring tools. Advanced knowledge and/or experience with SQL Developer, SQL*Plus, and SQL Server Management Studio clients. Advanced knowledge and/or experience with Visio Entity Relationship Diagramming tool. May also lead and/or mentor database analysts. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	6	4	Bachelors in appropriate field of study
Subject Matter Expert	Responsible for providing expert knowledge within a technical field; developing application concepts; conveying information to a programming technical team; and monitoring application development. Expert in single or multiple technical disciplines. Responsible for assessing functional uses of the application, identifying risks, and developing documentation. Provides expert guidance and insight into specific technologies and their applications, and independently performs a variety of system design and integration tasks where specific subject matter and technical expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad team of engineers. Is responsible for highly complex technical/engineering areas, and may perform other duties as assigned. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	8	2	Bachelors in appropriate field of study
Subject Matter Expert II	Senior level resource responsible for providing expert knowledge within a technical field; developing application concepts; conveying information to a programming technical team; and monitoring application development. Expert in single or multiple technical disciplines. Responsible for assessing functional uses of the application, identifying risks, and developing documentation. Have outstanding capabilities in the planning and directing, as well as providing expert guidance and insight into specific technologies and their applications. Independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Supervises broad team of engineers. Proficient in senior executive level management and leadership ability. Responsible for highly complex technical/engineering areas. May perform other duties as assigned. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.	10	4	Bachelors in appropriate field of study

<p>Technical Writer I</p>	<p>Drafts, updates and/or edits technical documents for professional services projects. Writes and edits various documentations which may include user manuals, programmer guides, administration guides, technical training materials, business requirements, functional requirements, technical specifications, test plans and test cases, business process definitions, and related technical materials. Acquires subject knowledge by interviewing subject matter experts, by observing and using software applications, and through the incorporation of technical content from a variety of sources. Creates suitable charts, diagrams, and graphics to illustrate concepts contained in the documentation. Utilizes style guidelines and standard templates to meet business needs. Have knowledge and/or experience communicating technical specifications and instructions clearly and effectively to a wide range of audiences. Has or obtains detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods</p>	<p>2</p>	<p>1</p>	<p>Bachelors in appropriate field of study</p>
<p>Technical Writer II</p>	<p>Drafts, updates and/or edits technical documents for professional services projects. Writes and edits various documentations which may include user manuals, programmer guides, administration guides, technical training materials, business requirements, functional requirements, technical specifications, test plans and test cases, business process definitions, and related technical materials. Acquires subject knowledge by interviewing subject matter experts, by observing and using software applications, and through the incorporation of technical content from a variety of sources. Creates suitable charts, diagrams, and graphics to illustrate concepts contained in the documentation. Creates and establishes style guidelines and standard templates to meet business needs. Advanced knowledge and/or experience communicating technical specifications and instructions clearly and effectively to a wide range of audiences. Has advanced and detailed knowledge and experience with entellitrak and other MicroPact software, tools, and methods.</p>	<p>5</p>	<p>3</p>	<p>Bachelors in appropriate field of study</p>

SIN 132-51 Information Technology Professional Services

Labor Category	GSA Rate
Application Engineer I	\$116.91
Application Engineer II	\$145.59
Business Analyst I	\$113.57
Business Analyst II	\$134.46
Project Manager I	\$175.38
Project Manager II	\$193.01
QA Tester I	\$116.91
QA Tester II	\$135.27
Security Specialist I	\$122.43
Security Specialist II	\$149.97
Database Analyst I	\$194.77
Database Analyst II	\$204.00
SME	\$133.96
Subject Matter Expert II	\$206.82
Technical Writer I	\$108.57
Technical Writer II	\$150.13

GSA Schedule Authorized Dealers

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