

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

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

**SPECIAL ITEM NUMBER 132-50 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**

**SPECIAL ITEM NUMBER 132-51 – INFORMATION TECHNOLOGY PROFESSIONAL SERVICES**

**SPECIAL ITEM NUMBER 132-52 - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES**



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Contract Number: GS-35F-0300Y

Period Covered by Contract: March 29, 2012 to March 28, 2017

General Services Administration  
Federal Acquisition Service

Pricelist current through Modification #PO - 0006, dated January 3, 2013.

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**

|  |           |
|--|-----------|
| <b>Information for Ordering Agencies</b>   | <b>3</b>  |
| <b>Terms and Conditions Applicable to<br/>Term Software Licenses (Special Item 132-32)</b>   | <b>10</b> |
| <b>Terms and Conditions Applicable to<br/>Training Courses for General Purpose Commercial<br/>Information Technology Equipment and Software<br/>(Special Item Number 132 50)</b> | <b>14</b> |
| <b>Terms and Conditions Applicable to<br/>to Information Technology (IT) Professional Services<br/>(Special Item Number 132-51)</b>  | <b>16</b> |
| <b>Terms and Conditions Applicable for<br/>Electronic Commerce and Subscription Services<br/>(Special Item Number 132 52)</b>  | <b>20</b> |
| <b>Blanket Purchase Agreement</b>  | <b>23</b> |
| <b>Basic Guidelines for Using Contractor Teaming<br/>Arrangement Guidelines</b>  | <b>26</b> |
| <b>GSA Products and Service Pricelist</b>  | <b>27</b> |
| <b>Appendix</b>  |           |
| <b>iRISE End User License Agreement</b>  |           |

# **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!<sup>TM</sup> on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!<sup>TM</sup> and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://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:**

#### **Ordering Address:**

iRise  
2301 Rosecrans Avenue  
Suite 4100  
El Segundo, CA 90245

310-426-7800  
310-496-2654 Fax  
[marine@irise.com](mailto:marine@irise.com)

**Payment Address:**

iRise  
DEPT LA 22474  
Pasadena, CA 91185-2474  
[billingcenter@irise.com](mailto:billingcenter@irise.com)

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

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

**310-426-7800**

**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: 175919497  
Block 30: Type of Contractor: Large Business  
Block 31: Woman-Owned Small Business - No  
Block 37: Contractor's Taxpayer Identification Number (TIN): 95-4613732  
Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 5GCK6
- 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)                                |
|---------------------|---|
| <u>132-52</u>       | <u>Upon Mutual Agreement of Contractor and Customer</u> |

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

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
  - b. Quantity: See Pricing Section for Details.
  - c. Dollar Volume: None
  - d. Government Educational Institutions: None
  - e. Other Special Discounts: None

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.

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

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
  - Special Item Number 132-50 Training Courses
  - Special Item Number 132-51 IT Professional Services

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. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

**18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

**19. OVERSEAS ACTIVITIES**

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

Worldwide.

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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.**

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

Yes \_\_\_\_\_  
No   X  

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

The EIT standard can be found at: [www.Section508.gov/](http://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 TERM SOFTWARE LICENSES  
(SPECIAL ITEM NUMBER 132-32) 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. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS**

The Contractor shall provide all Enterprise User License Agreements in an editable format.

IRISE End User License Agreement is enclosed in the Appendix section.

**3. GUARANTEE/WARRANTY**

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

iRise Warranty Disclaimer (per EULA reviewed and approved by GSA). THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND IRISE MAKES NO REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO USE, PERFORMANCE, OR RESULTS OF THE SOFTWARE. IRISE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, QUIET POSSESSION, CORRESPONDENCE WITH DESCRIPTION, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT, EXCEPT FOR ANY WARRANTY OR CONDITION THAT MAY NOT BE EXCLUDED BY APPLICABLE LAW OF YOUR JURISDICTION. IRISE DOES NOT WARRANT THAT THE SOFTWARE AND DOCUMENTATION ARE ERROR-FREE OR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. YOU ACKNOWLEDGE THAT THE SOFTWARE ONLY CREATES A VISUAL SIMULATION OF THE SOFTWARE APPLICATIONS THAT YOU ARE ATTEMPTING TO DEVELOP AND THE SIMULATION IS NOT INTENDED FOR USE IN A PRODUCTION ENVIRONMENT. IRISE EXERCISES NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON APPLICATIONS THAT ARE SIMULATED OR DEVELOPED USING THE SOFTWARE.

**4. TECHNICAL SERVICES**

Technical Services are included at no additional charge. The standard hours for Technical Services are between 6AM and 6PM Pacific Time, Monday through Friday with the exclusion of federal bank holidays. Technical Services may be contact through phone at (310) 426-7880 or (866) 361-3900 or email to support @irise.com.

**5. SOFTWARE MAINTENANCE**

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

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

iRise is offering iRise Term licenses (including software maintenance as a product) under this contract. iRise is not offering perpetual software licenses or software maintenance alone under this contract.

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.

Per 5.a.1 above, software maintenance is included in the product for iRise Term Licenses and billed at the time of purchase for the term the licenses are acquired.

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

iRise is offering iRise Term licenses (including software maintenance as a product) under this contract. iRise is not offering software maintenance alone under this contract.

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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

Not currently offered.

## **8. TERM LICENSE CESSATION**

Not currently offered.

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

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 9.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Provided by iRise.

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

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

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

**1. SCOPE**

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

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

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

**5. FOLLOW-UP SUPPORT**

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

**6. PRICE FOR TRAINING**

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

**7. INVOICES AND PAYMENT**

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

**8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- c. 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
- d. 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.
- e. 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:

Not applicable.

**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/IAM PROFESSIONAL SERVICES AND PRICING**

Refer to GSA Products and Services Pricelist Section.

**TERMS AND CONDITIONS APPLICABLE TO  
ELECTRONIC COMMERCE (EC) (SPECIAL IDENTIFICATION NUMBER 132-52)**

**1. SCOPE**

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

**2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

**The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.**

**3. INFORMATION ASSURANCE**

- a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)
- b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “*Standards for Security Categorization of Federal Information and Information Systems*”) (FIPS 200, “*Minimum Security Requirements for Federal Information and Information Systems*”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).
- c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

**4. DELIVERY SCHEDULE.**

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

**5. INTEROPERABILITY.**

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

**6. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

**7. PERFORMANCE OF ELECTRONIC SERVICES**

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

**9. RIGHTS IN DATA**

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

**10. ACCEPTANCE TESTING**

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

**11. WARRANTY**

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

The warranty shall commence upon the later of the following:

- a. Activation of the user’s service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

**12. MANAGEMENT AND OPERATIONS PRICING**

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

**13. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

iRise provide Training Services and Professional Services on the contract pursuant services listed under SIN 132-50 and 51 on the same.

**14. MONTHLY REPORTS**

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

**15. ELECTRONIC COMMERCE SERVICE PLAN**

- (a) Describe the electronic service plan and eligibility requirements.  
Services, prices, and discounts have been provided.
- (b) Describe charges, if any, for additional usage guidelines.  
None.
- (c) Describe corporate volume discounts and eligibility requirements, if any.  
None.



BPA NUMBER \_\_\_\_\_

**(CUSTOMER NAME)**  
**BLANKET PURCHASE AGREEMENT**

Pursuant to GSA Federal Supply Schedule Contract Number(s) \_\_\_\_\_, 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.

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**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 customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.



## **GSA Products and Service Pricelist**

**iRise Term License SIN 132-32**

| SIN    | Part # | Product Description          | License Model  | Metric                      | GSA Price w/ IFF | Origin |
|--------|--------|------------------------------|--|-----------------------------|------------------|--------|
| 132-32 | TE8150 | iRise on Demand Term License | 1 iRise Studio Enterprise Edition Node License Unlimited iRise Definition Center Account License, which includes Account Licenses for: <ul style="list-style-type: none"> <li>• iRise Connect for HP Quality Center *</li> <li>• iRise Connect for Caliber RM *</li> <li>• iRise Connect for IBM Rational Requirements Composer *</li> <li>• iRise CodeGen *</li> </ul> Unlimited iRise Adoption Center Account License Term Maintenance and Support | Per configuration per month | \$300.00         | USA    |
| 132-32 | SW6997 | iRise on Demand Conversion   | One-time fee to convert each perpetual iRise Studio Enterprise Node License previously acquired by customer to retire such licenses and to become eligible to acquire iRise On Demand.   | One-time fee                | \$12,500.00      | USA    |

## **iRise Training Course Descriptions and GSA Pricing for SIN 132-50**

### **iRise Basic Training™**

SKU: TR0002

DESCRIPTION: *iRise Basic Training* is a two-day, on-site, hands-on, instructor-led training course designed for new iRise users. This course provides an introduction to the basic capabilities of iRise. Participants will learn how to use iRise to elicit and validate requirements and designs for page flow, page layout, navigation, data, business logic, high fidelity user interfaces and dynamic user interactions. Participants will also learn how to plan for content reusability using styles, templates and masters, and how to collaborate effectively with project teams using iRise communication tools such as guides, in-line comments and start pages. The course also includes a brief introduction to the topics covered in *iRise Advanced Training*. After completing the course, participants will have solid hands-on experience to apply iRise on real-life projects. Topics include:

- Course Overview
- iRise Overview
- iRise Studio
- iRise Projects
- Building Visualizations
- Scenario Ideation
- Analysis Level Simulations
- High Fidelity Simulations
- Data
- Styles
- Sharing the Visualization
- Advanced Workshops
- Additional References

AUDIENCE: The target audience for this course is Business Architects, Business Analysts, Information Architects, User Experience Designers, User Interaction Designers, Product Managers, and any other resources responsible for eliciting and validating application requirements and designs using iRise.

DURATION: The course is delivered in 16 hours, split evenly over two contiguous business days.

PREREQUISITES: Participants are advised to complete iRise eLearning courses (available for FREE at [www.irise.com](http://www.irise.com)) prior to taking *iRise Basic Training*.

NUMBER OF PARTICIPANTS: Minimum of one participant and maximum of five participants.

LOCATION: The course is provided at a location mutually agreed upon by client and iRise.

SCHEDULE: The course is provided on a schedule mutually agreed upon by client and iRise.

PRICE: Standard enterprise pricing is offered per course, plus travel and travel-related expenses.

INCLUSIONS: Price includes instructor, laptop for the instructor, training materials for the instructor (for instructor possession and use only), training materials for each registered participant (printed copies, except for exercises), and a certificate of completion for each registered participant that attends the full course.

EXCLUSIONS: All other items must be provided by client (including, without limitation, classroom, projector, screen, computers, software, network, installation, and configuration).

## **iRise Advanced Training™**

SKU: TR0003

**DESCRIPTION:** *iRise Advanced Training* is a two-day, on-site, hands-on, instructor-led training course designed for experienced iRise users. This course provides detailed instruction and exercises in the advanced visualization capabilities of iRise. In addition, it provides best practices for eliciting and validating requirements, building reusable asset libraries, facilitating stakeholder reviews, and determining when and how to advanced simulation capabilities. After completing the course, participants will be able to apply these advanced capabilities and best practices on real-life projects. Topics include:

- Course Overview
- Views
- Record Widgets
- Decisions
- Operators
- Events
- iBlocs
- Masters
- Challenge Exercises
- References

**AUDIENCE:** The target audience for this course is Business Architects, Business Analysts, Information Architects, User Experience Designers, User Interaction Designers, Product Managers, and any other resources responsible for eliciting and validating application requirements and designs using iRise.

**DURATION:** The course is delivered in 16 hours, split evenly over two contiguous business days.

**PREREQUISITES:** Participants are advised to complete *iRise Basic Training* and/or have significant project experience using iRise prior to taking *iRise Advanced Training*.

**NUMBER OF PARTICIPANTS:** Minimum of one participant and maximum of five participants.

**LOCATION:** The course is provided at a location mutually agreed upon by client and iRise.

**SCHEDULE:** The course is provided on a schedule mutually agreed upon by client and iRise.

**PRICE:** Standard enterprise pricing is offered per course, plus travel and travel-related expenses.

**INCLUSIONS:** Price includes instructor, laptop for the instructor, training materials for the instructor (for instructor possession and use only), training materials for each registered participant (printed copies, except for exercises), and a certificate of completion for each registered participant that attends the full course.

**EXCLUSIONS:** All other items must be provided by client (including, without limitation, classroom, projector, screen, computers, software, network, installation, and configuration).

## **iRise Certified Modeler™**

SKU: TR0020A

**DESCRIPTION:** *iRise Certified Modeler* is proctored exam designed to certify individuals with proficient knowledge, skills, and experience to use iRise. The certification is achieved by completing a one-hour, 75-question, multiple-choice, exam that tests participants' knowledge of iRise and its use on projects. The exam covers a broad range of topics related to iRise product features, functions, and best practices. Participants must correctly answer 70% of the questions to pass the exam and earn the distinction of iRise Certified Modeler. Participants will be given two opportunities to take and pass the exam. The agenda includes:

- One hour instruction to prepare for the exam
- One hour to take the first exam
- One hour review of the first exam and instruction to prepare for the second exam
- One hour to take the second exam
- Exams results are provided immediately

**AUDIENCE:** The target audience for this exam is Business Architects, Business Analysts, Information Architects, User Experience Designers, User Interaction Designers, Product Managers, and any other resources responsible for eliciting and validating application requirements and designs using iRise.

**DURATION:** The exam is delivered in 4 hours on one day.

**PREREQUISITES:** Participants are advised to complete *iRise Basic Training* and/or have significant project experience using iRise prior to taking *iRise Certified Modeler*.

**NUMBER OF PARTICIPANTS:** Minimum of one participant and maximum of ten participants.

**LOCATION:** The exam is provided at a location mutually agreed upon by client and iRise.

**SCHEDULE:** The exam is provided on a schedule mutually agreed upon by client and iRise.

**PRICE:** Standard enterprise pricing is offered per exam, plus travel and travel-related expenses.

**INCLUSIONS:** Price includes proctor, laptop for the proctor, exam materials for the proctor (for proctor possession and use only), exam materials for each registered participant (printed copies, except for access to the online exam), and certificates for each registered participant that passes the exam.

**EXCLUSIONS:** All other items must be provided by client (including, without limitation, classroom, projector, screen, computers, software, network, installation, and configuration).

## **iRise Certified Expert™**

SKU: TR0020B

**DESCRIPTION:** *iRise Certified Expert* is proctored exam designed to further certify individuals with expert knowledge, skills, and experience to use iRise. The certification is achieved by completing a two-hour, hands-on exam that tests participant's skill in applying iRise in a simulated project environment. The exam covers a broad range of topics related to iRise product features, functions, and best practices in a series of project scenarios. Participants must correctly complete 70% of the scenarios to pass the exam and earn the distinction of iRise Certified Expert. Participants will be given only one opportunity to take and pass the exam. The agenda includes:

- Two hour instruction to prepare for the exam
- Two hours to take the exam
- Exams results are provided within seven days

**AUDIENCE:** The target audience for this exam is Business Architects, Business Analysts, Information Architects, User Experience Designers, User Interaction Designers, Product Managers, and any other resources responsible for eliciting and validating application requirements and designs using iRise.

**DURATION:** The exam is delivered in 4 hours on one day.

**PREREQUISITES:** Participants are required to pass *iRise Certified Modeler* prior to this exam.

**NUMBER OF PARTICIPANTS:** Minimum of one participant and maximum of five participants.

**LOCATION:** The exam is provided at a location mutually agreed upon by client and iRise.

**SCHEDULE:** The exam is provided on a schedule mutually agreed upon by client and iRise.

**PRICE:** Standard enterprise pricing is offered per exam, plus travel and travel-related expenses.

**INCLUSIONS:** Price includes proctor, laptop for the proctor, exam materials for the proctor (for proctor possession and use only), exam materials for each registered participant (printed copies, except for access to the online exam), and certificates for each registered participant that passes the exam.

**EXCLUSIONS:** All other items must be provided by client (including, without limitation, classroom, projector, screen, computers, software, network, installation, and configuration).

**GSA Pricing for SIN 132-50**

| SIN    | SKU     | Description             | Metric     | GSA Price  |
|--------|---------|-------------------------|------------|------------|
| 132-50 | TR0002  | iRise Basic Training    | Per Course | \$3,627.20 |
| 132-50 | TR0003  | iRise Advanced Training | Per Course | \$3,627.20 |
| 132-50 | TR0020A | iRise Certified Modeler | Per Exam   | \$1,813.60 |
| 132-50 | TR0020B | iRise Certified Expert  | Per Exam   | \$1,813.60 |

## **iRise Description and GSA Pricing for Professional Services Offered under SIN 132-51**

**Please note**, iRise does not sell professional services by labor category, but instead as a daily rate (See pricing page) in the following categories depending on customer needs. iRise assigns the appropriate personnel to perform the services required. Below are the categories of professional services provided by iRise:

### ***Adoption Services:***

Minimum/General Experience: 7 years experience.

Functional Responsibilities: Adoption Services are designed to help customers define strategies and plans to adopt, use, and generate value from iRise across the enterprise. The services include defining the overall scope and approach to the implementation; targeted organizations, users, and projects; how iRise software integrates with people, processes, technologies, and tools used by the customer; how iRise software and licenses will be distributed and administered; how targets will be trained, mentored, certified, augmented, and supported; and, how the customer iRise will operate and maintain once the initial implementation has been completed.

Minimum Education: Bachelor's Degree.

### ***Mentoring Services:***

Minimum/General Experience: 3 years experience.

Functional Responsibilities: Mentoring Services are designed to help customers apply the content learned in iRise training courses in the context of actual projects. This service includes helping customers select the right features and capabilities in iRise to have the maximum impact with minimum amount of effort over the duration of the project.

Minimum Education: Bachelor's Degree

### ***Visualization Services:***

Minimum/General Experience: 3 years experience.

Functional Responsibilities: Visualization Services are designed to help customers plan, manage, and execute a specific project using iRise software. This service includes iRise Certified Modelers and iRise Certified Experts to use iRise to help the customer elicit and validate requirements for custom applications, package applications, Web applications, and mobile applications. The service may also be used to create visualizations to facilitate project proposals, project funding, sales demonstrations, product training, and other situations where a visualization may accelerate the time and/or reduce the cost of enterprise software development.

Minimum Education: Bachelor's Degree

### ***Accelerator Services:***

Minimum/General Experience: 7 years experience.

Functional Responsibilities: Accelerator Services are designed to help customers accelerate the adoption of iRise software and may include such services as creating iRise Visualization Libraries that may be used across projects; creating iRise iBlocs to extend the capabilities of iRise software to meet the customer's specific visualization needs; creating iRise iConnect applications to integrate iRise software with tools and technologies not supported by iRise; and helping install and configure iRise software.

Minimum Education: Bachelor's Degree

***Program Management Services:***

Minimum/General Experience: 7 years experience.

Functional Responsibilities: Program Management Services are designed to help customers execute and manage strategies and plans to adopt, use, and generate value from iRise across the enterprise. This includes program communication, scope control, resource allocation, risk mitigation, issue resolution, license management, schedule management, budget management, and status reporting. Program Management Services also include oversight and coordination of education services, visualization services and accelerator services.

Minimum Education: Bachelor's Degree

**GSA Pricing for SIN 132-51**

| SIN    | SKU    | Description                       | Metric  | GSA Price  |
|--------|--------|-----------------------------------|---------|------------|
| 132-51 | CS0010 | iRise Adoption Services           | Per Day | \$1,813.60 |
| 132-51 | CS0040 | iRise Mentoring Services          | Per Day | \$1,813.60 |
| 132-51 | CS0020 | iRise Visualization Services      | Per Day | \$1,813.60 |
| 132-51 | CS0200 | iRise Accelerator Services        | Per Day | \$1,813.60 |
| 132-51 | CS0060 | iRise Program Management Services | Per Day | \$1,813.60 |

**iRise Electronic Commerce under SIN 132-52**

| SIN    | Part # | Product Description        | License Model   | Metric                      | GSA Price w/ IFF | Origin |
|--------|--------|----------------------------|---|-----------------------------|------------------|--------|
| 132-52 | TE8100 | iRise on Demand Hosted     | 1 iRise Studio Enterprise Edition Node License Unlimited iRise Definition Center Account License, which includes Account Licenses for: <ul style="list-style-type: none"> <li>• iRise Connect for HP Quality Center *</li> <li>• iRise Connect for Caliber RM *</li> <li>• iRise Connect for IBM Rational Requirements Composer *</li> <li>• iRise CodeGen *</li> </ul> Unlimited iRise Adoption Center Account License Term Hosting, Maintenance and Support | Per configuration per month | \$300.00         | USA    |
| 132-32 | SW6997 | iRise on Demand Conversion | One-time fee to convert each perpetual iRise Studio Enterprise Node License previously acquired by customer to retire such licenses and to become eligible to acquire iRise On Demand.<br><br>***Conversion fees included to E-Commerce – since E-Commerce customers will have to pay for the conversion just as Term License customers   | One-time fee                | \$12,500.00      | USA    |

## Software License Agreement for iRise® Software

This Software License Agreement ("Agreement") applies to the following iRise software products ("Software"): iRise Definition Center, iRise Studio, iRise Studio Professional Edition, iRise Studio Enterprise Edition, iRise Manager, iRise Connect for Manager, iRise Adoption Center, iRise Reader, iRise Connect for HP Quality Center, iRise CodeGen, iRise Project Estimator, iRise Custom Reports, iRise Connect PE for IBM Rational Requirements Composer, iRise Connect for IBM Requirements Composer, iRise Connect for IBM Rational RequisitePro, iRise Connect for IBM Rational, and iRise Connect for Borland Caliber RM.

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**Termination:** This Agreement is effective from the date that you accept this Agreement as specified above or otherwise download, install, or use the Software, and will automatically terminate upon the sooner of (a) the Term End Date, if any, or (b) your return, destruction, or deletion of all copies of the Software in your possession. Except as provided in subsections (a) and (b) above, this Agreement is not subject to automatic termination. Any alleged breach, including late payment, shall be referred to the ordering activity's contracting officer for resolution in accordance with the terms and conditions of FAR 52.212-4(d) and 52.233-1. Upon termination of this Agreement, you will destroy all copies of the Software and Documentation in your possession within five days of such termination, and immediately thereafter, if requested by iRise, provide iRise with a written notice signed by you certifying that you have destroyed all copies of the Software and Documentation in your possession. iRise's rights and your obligations will survive the termination of this Agreement.

**Governing Law; Arbitration:** (a) This Agreement will be construed, interpreted and governed by the laws of the United States. In the absence of applicable Federal law, and then to the extent permitted by Federal law, the law of the State of California, without regard to conflicts of law provisions thereof, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, will apply. (b) Except as provided in subsection (c) below, in the event of any controversy, claim, or dispute between the parties arising out of or relating to this Agreement, such controversy, claim, or dispute must be finally settled by binding arbitration in Los Angeles, California, under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with ICC rules. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. iRise may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision. (c) If you are an

agency or instrumentality of the U.S. Government, any controversy, claim, or dispute shall be resolved through the claims and disputes procedures set forth in FAR 52.212-4(d) and 52.233-1.

**Support:** Subject to payment in full of the applicable license or support fees (as further described in this paragraph), iRise makes available support regarding installation, operation, and use of the Software, between 6:00AM and 6:00PM PT, Monday through Friday, excluding U.S. national bank holidays by either (a) email to support@iRise.com or (b) telephone at 310-426-7880 or 866-361-3900 ("Support"). iRise will acknowledge receipt of and respond to all requests for Support within a reasonable amount of time. Support is included in the license fees for a time-limited license key to the Software (excluding any trial or evaluation version of the Software), until the Term End Date. Support must be purchased separately if you have purchased a perpetual license key to the Software. If purchased separately, the term of your Support shall be one year, and otherwise, the term of your Support shall be the same as the term of this Agreement (in each case, the "Support Term").

Also subject to your advanced payment in full of the applicable license or support fees and during the Support Term, iRise may, at its sole discretion, make available new versions of the Software that include improvements, enhancements, upgrades, modifications or additions ("Updates"). Provided that such Updates are not separately marketed or charged for by iRise, you will be entitled to receive the Updates during the Support Term. Any Updates provided to you will be deemed part of the Software and must be used in accordance with the terms of this Agreement.

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**Consumer End Users Located Outside of the USA.** The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer (i.e., a person acquiring goods otherwise than in the course of a business). The limitations or exclusions of warranties, remedies or liability contained in this Agreement will apply to you only to the extent the limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

Indemnification. (a) Except as provided in subsection (b) below, you agree to defend, indemnify, and hold harmless iRise, its suppliers and each of their respective officers, directors and employees, from and against any losses, damages, fines and expenses (including attorneys' fees and costs) arising out of or relating to any actual or threatened third party claims that you have (i) used the Software in violation of another party's rights or in violation of any law, or (ii) violated any terms of this Agreement. If you are importing the Software from the United States, you will indemnify and hold iRise and its distributors harmless from and against any import and export duties or other claims arising from such importation. (b) If you are an agency or instrumentality of the U.S. Government, subsection (a) above shall not apply to you.

Inspection. (a) iRise will have the continuing right to inspect your facilities during normal business hours (following provision of reasonable advance notice to you by iRise), to verify your compliance with this Agreement. (b) If you are an agency or instrumentality of the U.S. Government, any such inspection shall be subject to your security requirements, rules and regulations.

No Assignment. You may not assign or otherwise transfer in any way (including by merger, sale of assets, operation of law, or otherwise) any of the rights and obligations arising out of this Agreement without the prior written consent of iRise.

Severability; Waiver. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect. If any material limitation or restriction on the grant of any license to you under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate. The failure or delay of iRise to exercise any of its rights under this Agreement or upon any breach of this Agreement will not be deemed a waiver of those rights or of the breach.

Entire Agreement. This Agreement constitutes the entire agreement between you and iRise with respect to the subject matter of this Agreement and merges all prior and contemporaneous communications; provided, however, that nothing herein shall be deemed to supersede or invalidate any provision of the GSA Schedule contract or any task or delivery order issued thereunder. This Agreement may only be modified by a written agreement signed by both you and iRise.