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

**SCHEDULE NUMBER**: MAS  
**SCHEDULE NAME**: MULTIPLE AWARD SCHEDULE  
**LARGE CATEGORY**: IT SERVICES  
IT SOFTWARE

**SIN(s):**  
511210 Software Licenses  
54151S Information Technology Professional Services  
OLM Order-Level Materials (OLMs)

**FSC CODES**  
7030 ADP Software  
D399 Other Computer Services

**CONTRACT NUMBER**: GS-35F-0320T  
**CONTRACT PERIOD**: APRIL 1, 2017 THROUGH MARCH 31, 2022 (OPTION PERIOD 2)  
**PRICELIST CURRENT THROUGH MODIFICATION #0037, JULY NN, 2020**

**CONTRACTOR**: Elder Research, Inc.  
300 West Main Street Suite 301  
Charlottesville, VA 22903  
www.elderresearch.com  
(434) 973-7673

**Point of Contact**: Jeff Deal, Chief Operating Officer  
Elder Research, Inc.  
300 West Main Street Suite 301  
Charlottesville, VA 22903  
Office: 434-973-7673  
Email: jeff.deal@elderresearch.com  
Fax: (434) 973-7875

**Business Size**: Small
<table>
<thead>
<tr>
<th></th>
<th>CUSTOMER INFORMATION</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).</td>
<td>511210 Software Licenses - Subject to Cooperative Purchasing and Disaster Recovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>54151S Information Technology Professional Services - Subject to Cooperative Purchasing and Disaster Recovery</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Order-Level Materials (OLMs) - Subject to Cooperative Purchasing and Disaster Recovery</td>
<td></td>
</tr>
<tr>
<td>1b</td>
<td>Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show</td>
<td>See pricelist</td>
<td></td>
</tr>
<tr>
<td>1c</td>
<td>If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item</td>
<td>See labor category descriptions</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Maximum Order</td>
<td>SIN 511210 and 541511S: $500,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Minimum Order:</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Geographic Coverage (delivery area):</td>
<td>Domestic delivery. 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.</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Point(s) of production (city, county, and State or foreign country).</td>
<td>Contact GSA Schedule Contractor.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Details</td>
<td></td>
</tr>
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<td>-----------------------------------------------------------------------------</td>
<td>-------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>6</td>
<td>Discount from list prices or statement of net price:</td>
<td>See attached <a href="#">pricelist</a>. Prices shown are net of discount.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Quantity Discounts:</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Prompt payment terms.</td>
<td>1% discount if paid within 15 days of invoice date; Net 30 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.</td>
<td></td>
</tr>
<tr>
<td>9a</td>
<td>Notification that Government purchase cards are accepted at or below the micro-purchase threshold</td>
<td>Government Purchase Cards are accepted at or below the micro-purchase threshold.</td>
<td></td>
</tr>
<tr>
<td>9b</td>
<td>Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold</td>
<td>Contractor will accept the Government Purchase Card above the micro-purchase threshold.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Foreign Items (list items by country of origin).</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>11a</td>
<td>Time of Delivery:</td>
<td>30 days ARO or Negotiable</td>
<td></td>
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<tr>
<td>11b</td>
<td>Expedited Delivery</td>
<td>Negotiable</td>
<td></td>
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<tr>
<td>11c</td>
<td>Overnight &amp; 2-day delivery</td>
<td>Negotiable</td>
<td></td>
</tr>
<tr>
<td>11d</td>
<td>Urgent Requirements</td>
<td>Negotiable</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>FOB Point(s)</td>
<td>Destination</td>
<td></td>
</tr>
<tr>
<td>13a</td>
<td>Ordering Address:</td>
<td>300 West Main Street Suite 301, Charlottesville, VA 22903</td>
<td></td>
</tr>
<tr>
<td>13b</td>
<td>Ordering procedures:</td>
<td>For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Payment Address:</td>
<td>300 West Main Street Suite 301, Charlottesville, VA 22903</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Warranty Provision:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Export packing charges, if applicable:</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):</td>
<td>Contractor agrees to terms and conditions.</td>
<td></td>
</tr>
</tbody>
</table>
18 Terms and conditions of rental, maintenance, and repair (if applicable): N/A
19 Terms and conditions of installation (if applicable): N/A
20 Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): N/A
20a Terms and conditions for any other services (if applicable): N/A
21 List of service and distribution points (if applicable): Contact GSA Schedule Contractor.
22 List of participating dealers (if applicable): None.
23 Preventive maintenance (if applicable): N/A
24a Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
24b Section 508 Compliance for EIT: www.elderresearch.com
25 Data Universal Number System (DUNS) number 028211527
26 Notification regarding registration in SAM database Elder Research, Inc. is registered.
<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA PRICE (inclusive of the .75% IFF)</th>
<th>WARRANTY</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>RADR-1000-100</td>
<td>RADR-1000 (0-100 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 47,355.16</td>
<td>30 Days</td>
<td>USA</td>
</tr>
<tr>
<td>511210</td>
<td>RADR-1000-200</td>
<td>RADR-1000 (101-200 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 53,400.50</td>
<td>30 Days</td>
<td>USA</td>
</tr>
<tr>
<td>511210</td>
<td>RADR-1000-300</td>
<td>RADR-1000 (201-300 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 58,438.29</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>SIN</td>
<td>MFR PART NO</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
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<td>GSA PRICE (inclusive of the .75% IFF)</td>
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<td>511210</td>
<td>RADR-1000</td>
<td>RADR-1000</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$64,483.63</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>511210</td>
<td>RADR-1000</td>
<td>RADR-1000</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$70,528.97</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>511210</td>
<td>RADR-1000</td>
<td>RADR-1000</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$76,574.31</td>
<td>30 Days</td>
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<tr>
<td>511210</td>
<td>RADR-1000 - 700</td>
<td>RADR-1000 (601-700 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 82,619.65</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>511210</td>
<td>RADR-1000 - 800</td>
<td>RADR-1000 (701-800 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 88,664.99</td>
<td>30 Days</td>
<td>USA</td>
</tr>
<tr>
<td>511210</td>
<td>RADR-1000 - 900</td>
<td>RADR-1000 (801-900 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$ 94,710.33</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>SIN</td>
<td>MFR PART NO</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>UOI</td>
<td>GSA PRICE (inclusive of the .75% IFF)</td>
<td>WARRANTY</td>
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<tr>
<td>511210</td>
<td>RADR-1000 -1000</td>
<td>RADR-1000 (901-1000 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$100,755.67</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>511210</td>
<td>RADR-1000 -1100</td>
<td>RADR-1000 (1001-1100 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$106,801.01</td>
<td>30 Days</td>
<td>USA</td>
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<tr>
<td>511210</td>
<td>RADR-1000 -1200</td>
<td>RADR-1000 (1101-1200 Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$112,846.35</td>
<td>30 Days</td>
<td>USA</td>
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### GS-35F-0320T

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<thead>
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<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA PRICE (inclusive of the .75% IFF)</th>
<th>WARRANTY</th>
<th>COO</th>
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<td>511210</td>
<td>RADR-1000-1300</td>
<td>G</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$118,891.69</td>
<td>30 Days</td>
<td>USA</td>
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<table>
<thead>
<tr>
<th>SIN</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA PRICE (inclusive of the .75% IFF)</th>
<th>WARRANTY</th>
<th>COO</th>
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<tbody>
<tr>
<td>511210</td>
<td>RADR-1000-1301</td>
<td>RADR-1000 (1301+ Users)</td>
<td>RADR is a powerful, server-based, data analytics product that fuses data from multiple sources, with sophisticated predictive and machine learning risk modeling, and an intuitive visual interface. RADR enables proactive identification of risk — namely risk, fraud, waste, and abuse behaviors — and simplifies the investigative process. RADR provides visualizations for risk propensity and their related data so that managers, auditors, investigators, and analysts can easily access data on high-risk items and focus on the highest ROI cases. These licenses are term software that renew each year. Maintenance is built into the product pricing as term licenses.</td>
<td>1 year</td>
<td>$124,937.03</td>
<td>30 Days</td>
<td>USA</td>
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<table>
<thead>
<tr>
<th>SIN</th>
<th>MANUFACTURER NAME</th>
<th>MFR PART NO</th>
<th>PRODUCT NAME</th>
<th>PRODUCT DESCRIPTION</th>
<th>UOI</th>
<th>GSA OFFER PRICE (inclusive of the .75% IFF)</th>
<th>WARRANTY</th>
<th>COO</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Manager-100K</td>
<td>Glyphic-Manager-100K</td>
<td>Glyphic-Manager is the backbone for the entire Glyphic suite of automated document workflow solutions. Glyphic-Manager includes deployment and management of a secure private cloud platform; an intuitive UI for overseeing documents in progress and resolving exceptions; and coordination of document flows among all other Glyphic modules.</td>
<td>&lt;=100K pages / year</td>
<td>$41,247.05</td>
<td>30 Days</td>
<td>USA</td>
</tr>
<tr>
<td>SIN</td>
<td>MANUFACTURER NAME</td>
<td>MFR PART NO</td>
<td>PRODUCT NAME</td>
<td>PRODUCT DESCRIPTION</td>
<td>UOI</td>
<td>GSA OFFER PRICE (inclusive of the .75% IFF)</td>
<td>WARRANTY</td>
<td>COO</td>
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</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Manager-500K</td>
<td>Glyphic-Manager-500K</td>
<td>Glyphic-Manager is the backbone for the entire Glyphic suite of automated document workflow solutions. Glyphic-Manager includes deployment and management of a secure private cloud platform; an intuitive UI for overseeing documents in progress and resolving exceptions; and coordination of document flows among all other Glyphic modules. &lt;=500K pages / year</td>
<td>$54,878.53</td>
<td>30 Days</td>
<td>USA</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Manager-1,000K</td>
<td>Glyphic-Manager-1,000K</td>
<td>Glyphic-Manager is the backbone for the entire Glyphic suite of automated document workflow solutions. Glyphic-Manager includes deployment and management of a secure private cloud platform; an intuitive UI for overseeing documents in progress and resolving exceptions; and coordination of document flows among all other Glyphic modules. &lt;=1,000K pages / year</td>
<td>$68,510.00</td>
<td>30 Days</td>
<td>USA</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Manager-10,000K</td>
<td>Glyphic-Manager-10,000K</td>
<td>Glyphic-Manager is the backbone for the entire Glyphic suite of automated document workflow solutions. Glyphic-Manager includes deployment and management of a secure private cloud platform; an intuitive UI for overseeing documents in progress and resolving exceptions; and coordination of document flows among all other Glyphic modules. &lt;=10,000 pages / year</td>
<td>$82,050.80</td>
<td>30 Days</td>
<td>USA</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Reader-100K</td>
<td>Glyphic-Reader-100K</td>
<td>Glyphic-Reader is the best-in-class OCR module that accurately digitizes and interprets scanned documents as a precursor to proper classification, extraction, redaction, and/or archiving of the document. &lt;=100K pages / year</td>
<td>$1,571.70</td>
<td>30 Days</td>
<td>USA</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Reader-500K</td>
<td>Glyphic-Reader-500K</td>
<td>Glyphic-Reader is the best-in-class OCR module that accurately digitizes and interprets scanned documents as a precursor to proper classification, extraction, redaction, and/or archiving of the document. &lt;=500K pages / year</td>
<td>$2,015.00</td>
<td>30 Days</td>
<td>USA</td>
<td></td>
</tr>
<tr>
<td>511210</td>
<td>Glyphic Software, Inc.</td>
<td>Glyphic-Reader-1,000K</td>
<td>Glyphic-Reader-1,000K</td>
<td>Glyphic-Reader is the best-in-class OCR module that accurately digitizes and interprets scanned documents as a precursor to proper classification, extraction, redaction, and/or archiving of the document. &lt;=1,000K pages / year</td>
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<td>Glyphic-Classifier is the best-in-class classification module that accurately classifies semi-structured documents according to unique text contents, email metadata, and/or user-specified rules.</td>
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GSA PRICING SIN 54151S
Elder Research, Inc. (ERI) engages in projects that encompass predictive analytics, systems engineering, software engineering, process optimization, customer relationship management (CRM), text mining, ERI-developed products, cross-selling, stock selection, image recognition, biometrics, drug efficacy, credit scoring, market timing, fraud detection, and custom programming solutions.

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## Senior Program Manager

### Minimum/General Experience:
- A minimum of fifteen (15) years experience is required.
- Demonstrated leadership and management skills commensurate with experience.
- Proven expertise in the management of financial, technology, process, and human resources with experience demonstrated in managing complex multi-task contracts.

### Responsibilities:
- The Program Manager is primarily responsible for the effective management of financial, technology, process, and human resources on multi-task contracts across a functional domain.
- Responsible for the quality, timely, and budget-sensitive delivery of contractual deliverables.
- Responsible for customer and company success as it pertains to contractual mandates and Company business and policy directives.
- Serves as the primary point of contact on all program activities.
- Develops cost, technical, and schedule baselines and manages program accordingly.
- Advises program and project manager(s) on technical matters and assists with problem resolution.
- Leads contract negotiations.

### Education:
Master’s degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program’s functional area.

## Program Manager

### Minimum/General Experience:
- A minimum of ten (10) years experience is required.
- Demonstrated leadership and management skills commensurate with experience.
- Specialized experience also will include: program management and development from requirements to deployment, demonstrated ability to provide guidance and direction in multiple tasks across several functional areas and technologies.
- Proven expertise in the management of financial, technology, process, and human resources with experience demonstrated in managing complex multi-task contracts.

### Responsibilities:
- The Program Manager is primarily responsible for the effective management of financial, technology, process, and human resources on multi-task contracts.
- Responsibilities extend to the quality, timely, and budget-sensitive delivery of contractual deliverables.
- Operates in accordance with customer guidance, contractual mandates, and Company business and policy directives.
- Serves as the primary point of contact on all program activities.
- Manages program consisting of multiple projects including delivery through the full project life cycle.
- Develops cost, technical, and schedule baselines and manages program accordingly.
- Advises project manager on technical matters and assists with problem resolution.
- Leads contract negotiations.

### Education:
Master’s degree in a discipline (e.g., Computer Science, Systems Engineering) related to the program’s functional area.
### Project Manager

**Minimum/General Experience:**
- A minimum of eight (8) years overall experience is required.
- Additionally, a minimum of four (4) years of experience in both management/supervisory roles and in the functional area of the project to be managed are required.

**Functional Responsibility:**
- The Project Manager manages tasks or assigned portion(s) of projects to ensure project success.
- Works autonomously or under the guidance and direction of a Program Manager.
- Develops cost, technical, and schedule baselines and manages project’s full life cycle accordingly.
- Serves as the primary technical point of contact for the customer.
- Manages budget, prioritization, and all human resources.
- May serve as technical and contractual lead for the project.

**Education:**
Bachelor’s degree in Computer Science or a discipline related to the project’s functional area.

### Chief Scientist

**Minimum/General Experience:**
- A minimum of fifteen (15) years experience in program leadership and subject matter expertise is required.

**Responsibility:**
- The Chief Scientist possesses subject matter expertise in functional area(s) related to the project.
- Plans and directs the technical approach and implementation for complex projects.
- Develops analytical and computational techniques and methods for problem solving.
- Performs enterprise wide strategic project planning and analysis.
- Serves as technical expert in areas relevant to the project or product; produces and reviews substantive or complex technical documentation reflecting detailed knowledge of technical areas as identified by the customer.
- Maintains subject matter excellence within the company and shares this excellence with customers.
- Advises the project manager on technical matters.
- Develops and delivers advanced training in complex functional domains related to the project.
- Participates in contract negotiations.

**Education:**
Ph.D. in a discipline related to the project’s functional area.

### Senior Scientist

**Minimum/General Experience:**
- A minimum of six (6) years experience in project-specific subject matter expertise is required.

**Responsibility:**
- The Senior Scientist may plan and direct the technical approach and implementation for complex projects.
- Develops analytical and computational techniques and methods for problem solving.
- Performs enterprise wide strategic project planning and analysis.
- Provides technical expertise in areas relevant to the project or product; produces and reviews substantive or complex technical documentation reflecting detailed knowledge of technical areas as identified by the customer.
- Advises the project manager on technical matters.
- May participate in contract negotiations.

**Education:**
Ph.D. in a discipline related to the project’s functional area.
### Lead Scientist

**Minimum/General Experience:**
- A minimum of three (3) years experience in project-specific subject matter expertise is required.

**Responsibility:**
- The Lead Scientist applies knowledge of current and emerging technologies and methodologies to assist in identifying and developing project plans.
- Communicates effectively about the project’s functional area(s), both orally and in writing, to present seminars, advise management, write documentation, and represent needs to management and customers.
- Conceptualizes research problems, designs and conducts studies, and interprets the results of studies and theoretical and practical applications.
- Develops analytical and computational techniques and methods for problem solving.
- Advises senior project personnel on technical matters.

**Education:**
Master’s degree in a discipline related to the project’s functional area.

### Senior Software Engineer I

**Minimum/General Experience:**
- A minimum of seven (7) years of technical/technology/software engineering experience is required.

**Responsibility:**
- The Senior Software Engineer I independently researches, designs, and develops computer software systems.
- Applies principles and techniques of computer science, engineering, and mathematical analysis to software design, development, and testing.
- Analyzes software requirements to assess their design viability. Consults other engineering staff members to evaluate interfaces among human, hardware, and software objects as well as operational and performance requirements of the overall system.
- Develops and directs software development and documentation.
- Contributes to and develops documentation deliverables including cost proposals, status reports, user guides, and internal software documentation.
- Participates in technical scope definition discussions.

**Education:**
Bachelor’s degree in Computer Science or related discipline.
### Software Engineer

**Minimum/General Experience:**
- A minimum of three (3) years of technical/technology/software engineering experience is required.

**Responsibility:**
- As part of a team, the Software Engineer researches, designs, and develops computer software systems.
- Applies principles and techniques of sound and proven software design, development, and testing.
- Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met.
- Develops software and documentation.

**Education:**
- Bachelor’s degree in Computer Science or related discipline.

### Senior Programmer/Analyst

**Minimum/General Experience:**
- A minimum of five (5) years of project life cycle programming experience is required.

**Responsibility:**
- As part of a team, the Senior Programmer/Analyst designs and develops software for complex systems while applying sound and proven principles and techniques.
- Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met.
- Conducts self as senior member of the technical staff and as such is responsible for contributions that guide the technical direction of the project.
- Analyzes data for ETL strategies, pattern recognition, and the application of analytical tools.
- Develops and may direct software development and documentation.
- Participates in technical scope definition.

**Education:**
- Bachelor’s degree in Computer Science or related discipline.
### Programmer/Analyst

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<th>Minimum/General Experience:</th>
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<td>• A minimum of two (2) years of project life cycle programming experience is required.</td>
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<table>
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<th>Responsibility:</th>
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<tbody>
<tr>
<td>• As part of a team, the Programmer/Analyst designs and develops software for systems while applying sound and proven principles and techniques.</td>
</tr>
<tr>
<td>• Participates in software project life cycle activities to ensure operational and performance requirements of the overall system are met.</td>
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<td>• Develops software and documentation.</td>
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<td>Bachelor’s degree in Computer Science or related discipline.</td>
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### Senior Data Scientist

<table>
<thead>
<tr>
<th>Minimum/General Experience:</th>
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<tbody>
<tr>
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<tr>
<th>Responsibility:</th>
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<tbody>
<tr>
<td>• The Senior Data Scientist possesses expertise in data mining.</td>
</tr>
<tr>
<td>• Independently performs complex data mining tasks involving the application of advanced data mining principles, practices, and techniques which require extensive knowledge of customer data domains.</td>
</tr>
<tr>
<td>• Analyzes, evaluates, and integrates data mining solutions to complex and diverse problem sets.</td>
</tr>
<tr>
<td>• Practices the application of optimum data mining techniques in accordance with customer specifications, quality standards, schedule, and funding guidelines.</td>
</tr>
<tr>
<td>• Delivers technical presentations to senior management and customers.</td>
</tr>
<tr>
<td>• Serves as primary customer point of contact on data mining projects or programs and advises all stakeholders on advanced data mining and technical matters, research, and applications.</td>
</tr>
<tr>
<td>• May perform as a project/technical lead on data mining projects.</td>
</tr>
<tr>
<td>• Participates in technical scope definition and negotiations.</td>
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<td>• Develops and delivers data mining courses.</td>
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<table>
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<tr>
<th>Education:</th>
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</table>
### Data Scientist

**Minimum/General Experience:**
- A minimum of two (2) years of data mining experience is required.

**Responsibility:**
- As part of a team, the Data Scientist independently performs complex data mining tasks involving the application of proven data mining principles, practices, and techniques which require knowledge of customer data domains.
- Analyzes, evaluates, and integrates data mining solutions to diverse problem sets.
- Advises all stakeholders on advanced data mining and technical matters, research, and applications.

**Education:**
- Master’s degree in Systems Engineering, Computer Science, or related discipline.

**Experience and Education Substitutions:**
- Bachelor’s degree plus five (5) years specialized data mining or related experience.

### Senior Data Analyst

**Minimum/General Experience:**
- A minimum of three (3) years of data analysis experience is required.

**Responsibility:**
- As part of a team, the Senior Data Analyst is responsible for operational data and data strategies.
- Prepares technical reports, studies, and related documentation.
- Designs, implements, and maintains complex databases.
- Performs analysis of data for ETL strategies, pattern recognition, and application of analytical tools.
- Conducts self as senior member of the project staff and as such is responsible for contributions that guide the direction of the project.
- Determines approaches to data quality, metadata, and/or business rules as they apply to data mining and systems engineering projects.

**Education:**
- Master’s degree in related technical discipline.

### Data Analyst

**Minimum/General Experience:**
- A minimum of two (2) years of data analysis experience is required.

**Responsibility:**
- As part of a team, the Data Analyst is responsible for operational data and data strategies.
- Prepares technical reports, studies, and related documentation.
- Designs, implements, and maintains databases.
- Performs analysis of data for ETL strategies, pattern recognition, and application of analytical tools.
- Contributes to approaches to data quality, metadata, and/or business rules as they apply to data mining and systems engineering projects.

**Education:**
- Bachelor’s degree in technical or related discipline.
## Senior Business Analyst

### Minimum/General Experience:
- A minimum of five (5) years of analysis experience is required.

### Responsibility:
- As part of a team, the Senior Business Analyst is responsible for the integration of technical, data, and process requirements as they apply to the engineering of a complex software system or the mining of expansive and diverse data repositories.
- Assumes responsibility for analyzing and documenting data and business/process requirements, conducting extensive research, and integrating technical solutions.
- Performs data modeling, evaluates current processes, and prepares appropriate documentation for customers.
- Implements tools to satisfy project requirements by performing benchmark analyses, financial and statistical modeling, and customer interviews.
- Identifies strategic synergies within project scope.
- Conducts self as senior member of the staff and as such is responsible for contributions that guide the direction of the project.
- Delivers technical presentations to senior management and customers.
- Participates in technical scope definition discussions.

### Education:
Master’s degree in Business or related technical discipline.

## Executive Consultant

### Minimum/General Experience:
- A minimum of fifteen (15) years of equivalent professional experience

### Responsibilities:
- Provides unique functional expertise necessary to interpret requirements, ensure responsiveness and achieve successful performance.
- Provides expert knowledge, advice, research, analysis, and leadership to client executive and leadership teams.
- Provides insight and advice concerning strategic direction and applicability of up-to-date, industry standard solutions.
- Provides leadership to influence objectives of complex efforts.

### Education:
Master’s in a discipline related to the project’s functional area.
### Senior Software Engineer II

**Minimum/General Experience:**
- A minimum of ten (10) years of technical/technology/systems engineering experience is required.

**Responsibilities:**
- The Senior Software Engineer II provides technology, process, and quality assurance leadership for a team of software engineers.
- Independently researches, designs, and develops computer software systems, and leads quality assurance and testing processes.
- Provides leadership for the software team to incorporate robust principles and techniques of computer science, engineering, and mathematical analysis to software design, development, and testing.
- Analyzes software requirements to assess their design viability. Consults other engineering staff members to evaluate interfaces among human, hardware, and software objects as well as operational and performance requirements of the overall system.
- Oversees the development of documentation deliverables including cost proposals, status reports, user guides,

**Education:**
- Master’s degree in Computer Science or related discipline.

### Software Architect

**CLIN:**

**Minimum/General Experience:**
- A minimum of fifteen (15) years of technical/technology/systems engineering experience is required.
- A minimum of three (3) years of software architecture experience is required.

**Responsibilities:**
- The Software Architect provides systems and technology architecture oversight for entire projects, programs, and software engineering teams.
- Provides architecture and engineering leadership, vision, and strategy.
- Applies knowledge of current and emerging technologies and methodologies to assist in identifying and developing project plans.
- Communicates effectively about the project’s functional area(s), both orally and in writing, to present seminars, advise management, write documentation, and represent needs to management and customers.

**Education:**
- Master’s degree in Systems Engineering, Computer Science, or related discipline.
Experience Substitutions:

| Bachelors Degree + 2 years additional experience | Equals | Masters Degree |
| Masters Degree + 3 years additional experience | Equals | PhD |

Education Substitutions:

- A Ph.D. may be substituted for 3 years of required experience with a Masters Degree or 5 years with a Bachelors Degree.
- A Masters Degree may be substituted for 2 years of required experience with a Bachelors Degree.
- A Bachelors Degree may be substituted for 4 years of required experience with a High School Diploma.
End User License Agreements
SOFTWARE LICENSE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of ____________________________ 2013 (the “Effective Date”), by and between ELDER RESEARCH, INC., a Virginia corporation having its principal place of business at 300 West Main Street, Suite 301, Charlottesville, VA 22903 (“ERI”), and ___________________________________, a _______________________________(Government Agency), having its principal place of business at ________________________________ (“Licensee”).

RECITALS

WHEREAS, ERI has developed an enterprise software program (the “Software”) known as Risk Assessment Data Repository 1000 (or RADR-1000), which provides certain functionality relating to fraud monitoring and protection and includes separate fraud analysis modules for specific application (each a “Module”).

WHEREAS, Licensee is a <Nature of licensee’s business> and desires to license the Software and certain Modules for use.

WHEREAS, the parties desire and intend for (a) Licensee to license the Software and certain Modules from ERI; and (ii) ERI to provide potential customization services for the licensed Software and Modules, all upon the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

Section 1. - Definitions. In addition to terms defined elsewhere in this Agreement, the following terms will mean as follows:

a. “End Users” means individual employees of Licensee who (i) work within the Office; (ii) are authorized by Licensee to use the ERI System; and (iii) have been issued authentication credentials by Licensee to use the ERI System. Unless otherwise agreed by ERI, only Licensee’s employees, or authorized agents, working within or for the Office may access and use the Software as End Users.

b. “ERI Parties” means ERI and its officers, directors, managers, members, shareholders, employees, attorneys, agents, assigns, suppliers, and service providers.

c. ERI system means the Software and all Licensed Modules.

d. “Intellectual Property” means, collectively, (i) all inventions or discoveries (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and derivative works thereof, and all patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations-in-part, divisions, revisions, extensions, and reexaminations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications,
registrations, and renewals in connection therewith; (iii) all works or authorship, and all derivative works thereof, that may be the subject of copyright protection, all worldwide copyrights, and all applications, registrations, and renewals in connection therewith; (iv) all computer and software programs, applications, and code, including source code and object code, script, animation sequences, programming code, applets, formats or page descriptions, HTML or other scripts; computer interfaces or interface mechanisms; software and systems architecture and design, including all documentation, related listings, design specifications, and flowcharts; (v) all trade secrets and confidential information (including ideas, research and development, know-how, formulae, methodologies, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, mailing lists, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals that are not generally known to others); and (vi) all rights, causes of action, or rights of enforcement, relating to any of the foregoing.

e. “Licensed Modules” means the specific Modules to be licensed by Licensee pursuant to this Agreement, which Modules are set forth on Schedule 1(e) attached hereto.

f. “Person” means any individual, corporation, limited liability company, partnership, limited liability partnership, association, joint-stock company, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof, any other business entity or legal entity, and any legal person.

g. “Primary Contact” means an individual identified by Licensee who shall serve as Licensee’s primary point of contact with ERI for all matters relating to this Agreement and the License and shall have primary responsibility on behalf of Licensee for all technical matters relating to the ERI System and the Services.

h. “Proprietary Information” means non-public information, data and software of a party which is provided by such party to the other party in connection with this Agreement or the Services (as hereafter defined), in whatever form or medium, whether oral, written, graphic, machine-readable form or otherwise, including without limitation object code, source code, software tool specifications, functions and features, integration and shared data block specifications, financial statements, corporate and stock information, file layouts, marketing strategies, business, product or acquisition plans, current business relationships or strategies and customer or donor lists. Notwithstanding the foregoing, “Proprietary Information” will not include information which the receiving party can show: (i) was publicly disclosed by the party disclosing the information either prior to or subsequent to the receipt of such information by the receiving party; (ii) is or becomes generally known in the trade through no fault of the receiving party or the unlawful act of any third party; (iii) was lawfully disclosed to the receiving party by a third person who is under no obligation of confidentiality; (iv) was independently developed by the receiving party without use of the Proprietary Information of the disclosing party; or (v) is required to be disclosed by court order, law or subpoena, provided, however, that in the case of (v), the receiving party will promptly notify the other party of the compelled disclosure to give the other party an opportunity to seek a protective order or confidential treatment. A party’s failure to mark any information or materials as confidential, protected or proprietary will not affect its status as Proprietary Information under this Agreement if the nature of the information or the circumstances of
disclosure should cause the receiving party to reasonably understand that such information or materials are confidential to the disclosing party. Without limiting the generality of the foregoing, the parties agree that “Proprietary Information” of ERI will specifically include the ERI System (including all current and existing Modules) and all source code and technical information relating thereto.

i. “Services” means all services to be provided by ERI to Licensee pursuant to this Agreement, including the Installation Services and the Customization Services. The term “Services” does not include the Support Services, which are governed solely by the Support and Maintenance Agreement. ERI shall have no obligation to perform any work or services for Licensee except for the Services expressly described in this Agreement, and, if applicable, the Support Services pursuant to the terms of the Support and Maintenance Agreement. Any other services to be provided by ERI shall be subject to the parties’ separate execution of a Statement of Work containing mutually-agreeable terms.

j. “Specifications” means the core specifications and/or functional features of the Software. The System Specifications are set forth in Schedule 1(j) or in documentation of ERI that is referenced in Schedule 1(j); provided that such reference is specifically limited to the technical specifications and/or performance features of the ERI System (or a Module thereof) that are contained in such documentation. The Specifications shall also include any specific specifications of the ERI System that are set forth in Schedule 3 or any separate written agreement by the parties relating to the Customization Services.

**Section 2- Term and Termination.**

a. This Agreement will commence on the Effective Date and will continue for an initial term of one (1) year (the “Initial Term”), unless sooner terminated as provided herein.

d. Upon the expiration of the Term or the termination of this Agreement for any reason, the License and the Support and Maintenance Agreement (as hereafter defined), if any, will also terminate.

**Section 3 – Customization Services.** ERI shall perform certain services relating to the customization of the ERI System (the “Customization Services”). The Customization Services shall be set forth in Schedule 3 attached hereto or shall be mutually agreed in writing by the parties within sixty (60) days following the Effective Date, which written agreement shall be attached hereto as Schedule 3. ERI’s performance of the Customization Services is subject to Licensee providing all data, information and remote access to Licensee’s systems as ERI shall reasonably require from time to time. Licensee shall designate a Primary Contact and ERI shall make all such requests to Licensee’s Primary Contact who shall promptly respond thereto. Licensee acknowledges and agrees that its failure to promptly provide information, data and/or access that is reasonably requested by ERI may lead to delays in completion of the Customization Services.

**Section 4 - Support Services.** Subject to the parties’ execution of ERI’s separate Software Maintenance and Support Agreement (the “Support and Maintenance Agreement”), ERI shall provide support and maintenance services for the ERI System upon the terms set forth
therein (the “Support Services”). If the parties have not executed the Support and Maintenance Agreement, ERI shall have no obligation to provide or perform any support or maintenance services with respect to the ERI System. Maintenance and Support, while a separate agreement, is included in the annual RADR-1000 license fees at no additional charge.

Section 5 - System Requirements. Licensee acknowledges that certain hardware and software is required for Licensee to operate and use the ERI System. Licensee agrees that ERI’s obligation to perform the Services is contingent upon Licensee’s compliance with the system requirements identified in Schedule 5 attached hereto and incorporated herein by this reference (the “System Requirements”). Licensee further acknowledges and agrees that, by notice to Licensee, ERI may amend and update the System Requirements from time to time as is reasonably required in light of technology changes and changes in compatibility with third party products and systems upon mutual agreement of the parties. Licensee is solely responsible for the costs of procuring and maintaining all software, hardware, systems and services identified in the System Requirements and ERI has no obligation to procure, provide or maintain any such software, hardware, systems or services.

Section 6 - Delivery and Acceptance Testing; Installation Services.

a. Acceptance Testing. Upon completion of the Customization Services, ERI shall make the ERI System available to Licensee for Acceptance Testing within an appropriate test or simulated environment selected by Licensee and/or as may be mutually agreed by the parties. The term “Acceptance Testing” means testing reasonably performed by or on behalf of Licensee to determine whether the ERI System complies with the Specifications. If requested by Licensee, ERI shall provide reasonable assistance to Licensee to establish appropriate testing protocols or procedures and/or to test the ERI System. The parties may also agree in writing as to specific criteria to be utilized in connection with Acceptance Testing, in which event such mutually-agreed criteria shall apply to Acceptance Testing as if such criteria were set forth in this Section 5. Within thirty (30) days (the “Acceptance Deadline”) following ERI’s delivery of written notice to ERI that the ERI System is ready for Acceptance Testing, Licensee shall provide ERI with written notice (the “Acceptance Testing Notice”) stating: (i) that Licensee accepts the ERI System and that the ERI System complies with the Specifications (“Acceptance”); (ii) that it was not reasonably practicable for Licensee to conclude the applicable Acceptance Testing by the Acceptance Deadline and requesting additional time to complete the Acceptance Testing (“Testing Extension Request”), in which case the Acceptance Deadline will be extended for such period as may be mutually agreed by the parties, or failing such agreement, by a one-time period of twenty one (21) days, provided that Licensee may only deliver the Testing Extension Request once; or (iii) that the ERI System, or any portion thereof, fails to pass Acceptance Testing (a “Deficiency Notice”), along with a written list describing the alleged non-conformities or deficiencies with reasonable specificity (the “Identified Deficiencies”). If Licensee fails to provide the Acceptance Testing Notice on or before the Acceptance Testing Deadline, Acceptance will be deemed to have occurred. If Licensee provides a Deficiency Notice, Licensee will promptly provide ERI with such additional information relating thereto as may be reasonably requested by ERI (the “Requested Additional Information”). Following receipt of such information, ERI will correct all of the Identified Deficiencies within a reasonable period of time and will provide Licensee with written notice
when the Identified Deficiencies have been corrected (the “Correction Notice”). Within thirty (30) days of its receipt of a Correction Notice, Licensee shall conduct Acceptance Testing of the corrected ERI System and deliver an Acceptance Testing Notice within such thirty (30) day period, failing which Acceptance shall be deemed to have occurred on the 31st day following ERI’s delivery of the Correction Notice. The provisions of this Section 5(a) will continue to apply until Acceptance occurs. Until Acceptance, Licensee is permitted to use the ERI System only for the purposes of Acceptance Testing.

b. Installation Services. Following Acceptance, ERI shall provide Licensee with such remote assistance as is reasonably requested by Licensee to install the ERI System on Licensee’s systems (the “Installation Services”). ERI’s provision of the Installation Services is conditioned upon Licensee providing ERI and its agents with reasonable access to the hardware, software and systems identified in the System Requirements to enable ERI to deliver and install the ERI System (the “Access Requirements”), including such specific requirements as may be identified in Schedule 6(b).

Section 7 - License. Following Acceptance, ERI hereby grants to Licensee, and Licensee accepts, a limited, non-transferrable, non-exclusive, non-sublicensable license (the “License”) for Licensee’s End Users to access and use the ERI System for the remainder of Term during the Term for the Office’s internal business purposes. The License is a registered user license, which means that it may only be used by persons authorized by the licensee and for whom Licensee has purchased a license (each, an “End User License”) as set forth on Schedule 8. Licensee shall not authorize, permit, or allow the ERI System to be accessed or used by (a) any other entity, organization or institution, including without limitation, any other federal or state government agency or department; (b) any office, department, section, agency or sub-agency of Licensee, except the Office; and/or (c) any Person other than End Users for whom Licensee has purchased an End User License. All End User Licenses will automatically terminate upon the termination of the License. Licensee shall not lease, (re)sell, rent, distribute or sublicense the ERI System or any part thereof. Licensee shall not use the ERI System in a time-sharing, service bureau or application service provider arrangement, or in any other manner not expressly authorized by the License. Except as expressly set forth in this Agreement, Licensee acknowledges and agrees that nothing in the License or this Agreement shall be construed to grant Licensee any rights in or to the ERI System, any Intellectual Property owned or licensed by ERI, and/or any Proprietary Information of ERI. To ensure compliance with the provisions of this Section 7, Licensee shall adopt and enforce such internal policies, procedures and monitoring mechanisms as are necessary to ensure that the ERI System is used only by End Users in accordance with the terms of the License. Licensee shall also take all steps necessary to ensure that no person or entity except an End User shall have access to, or use, the ERI System. Licensee shall be solely responsible to ERI for all use of the ERI System by its End Users, including all acts and omissions that violate the terms of this Section 7.

Section 8 – Fees and Payment Terms.

a. Fees. Licensee will pay ERI the following fees (collectively, the “Fees”):

<table>
<thead>
<tr>
<th>Software License Agreement</th>
<th>Page 5</th>
<th>ERI Initials: _____</th>
</tr>
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<tbody>
<tr>
<td>For Government Use</td>
<td></td>
<td>Client Initials: _____</td>
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i. the Base License Fee identified in Schedule 8 (the “Fees Schedule”) which is attached hereto and incorporated herein by this reference (the “Base License Fee”). The Base License Fee shall include the specified number of End User Licenses set forth in the Fees Schedule. Licensee shall pay the Base License Fee in accordance with the payment terms set forth in the Fees Schedule; and

ii. the End User License Fees identified in the Fees Schedule for the specified number of End User Licenses selected by Licensee (the “End User License Fees”). Licensee shall pay the End User License Fees in accordance with the terms set forth in the Fees Schedule.

b. Payment Terms. Licensee shall pay all invoices for any Fees within thirty (30) days of its receipt thereof.

Section 9 - Proprietary Information. Each party acknowledges that, in performing its obligations and exercising its rights under this Agreement, a party may learn or acquire Proprietary Information of the other party. As a material inducement to the other party not to disclose such Proprietary Information, each party covenants and agrees that it will not, except with the prior written consent of the other party or except as otherwise permitted by the terms of this Agreement, at any time directly or indirectly: (a) reproduce, distribute, transmit, publicly display, modify, create derivative works based upon, or disclose, deliver, display, divulge, reveal, report, publish or transfer to any person or entity, for any purpose whatsoever, any Proprietary Information of the other party; or (b) use Proprietary Information of the other party for any purpose other than in connection with the performance of its obligations or the exercise of its rights hereunder, including, in the case of ERI, as is necessary to perform the Services or as required by law or federal regulations. Each party further covenants and agrees to adopt, implement and maintain commercially reasonable measures to protect the Proprietary Information of the other party from unauthorized use or disclosure, including without limitation, adopting appropriate confidentiality policies, inserting appropriate confidentiality terms in agreements with all employees and subcontractors, and maintaining Proprietary Information in a manner designed to ensure that it will not be used or disclosed in violation of this Agreement. A party will promptly notify the other party if it becomes aware of any unauthorized use or disclosure of any Proprietary Information of the other party and, at the other party’s request, will take such action as may be reasonably necessary and legally permissible to seek to terminate or remedy any unauthorized use or disclosure that results from any act or omission of the party or any of its employees, subcontractors or agents. The provisions of this Section 9 will, specifically and without limitation, survive the expiration or termination of this Agreement.

Section 10 - Ownership and Intellectual Property Rights. The parties acknowledge and agree as follows:

a. As between the parties, ERI owns and will own all right, title and interest in and to (i) the ERI System, the Software and all Modules, including all derivative works and new versions of the ERI System, the Software and the Modules; (ii) all work, work products and deliverables created or developed by ERI in the course of performing the Services relating to the ERI System, including without limitation, all software development tools, proprietary software programs or other software code, know-how, methodologies, processes, technologies, or
algorithms ("Work Product"); and (iii) all Intellectual Property relating to the ERI System, the
Software, the Modules and all Work Product.

b. As between the parties, Licensee owns and will own all data and content that is
inputted to, utilized and/or processed by the ERI System in connection with Licensee’s use
thereof, including all derivative works thereof (collectively, “Licensee Data”). Licensee hereby
grants ERI and its service providers, licensors, licensees and agents a royalty-free, non-exclusive,
terminable, non-transferable right and license to use, distribute, reproduce, edit, modify, transmit,
distribute and create derivative works of all Licensee Content solely to the extent reasonably
necessary to provide the Services pursuant to this Agreement and/or the Support Services.

c. During and after the Term, each party will, and will use commercially reasonable
efforts to cause its employees and consultants to: (i) execute, acknowledge, execute and deliver
all documents, including without limitation, all instruments of assignment, patent and copyright
applications and supporting documentation; and (ii) perform all acts which the other party may
commercially reasonably request in order to secure its rights under this Section 10.

d. Licensee will not remove any trademark or copyright, restricted rights, limited
rights, proprietary rights or confidentiality notice included in or affixed to the ERI System by
ERI.

e. The provisions of this Section 11 will, specifically and without limitation, survive
the expiration or termination of this Agreement.

Section 11 - Warranties and Representations.

a. Express Warranties. Each party represents and warrants to the other party that: (i) it
has the right to enter into this Agreement and will perform its obligations in a professional and
workmanlike manner, (ii) all necessary actions, corporate or otherwise, have been taken to
authorize the execution and delivery of this Agreement, which constitutes a valid and binding
obligation of the party; and (iii) it will, in all material respects, comply with and act in
accordance with any and all applicable laws and other legal obligations including, without
limitation, local, state, provincial and federal directives, rules, assessments, regulations, filing
requirements, ordinances, statutes, codes, judgments and civil or common law, (individually and
collectively, “Law” or “Laws”) as such Laws relate to the ERI System, the Services and such
party’s obligations under this Agreement.

b. No Other Warranties. THE EXPRESS WARRANTIES CONTAINED IN
SECTION 11(a) ABOVE ARE THE ONLY WARRANTIES MADE BY ERI CONCERNING THE
ERI SYSTEM, ALL WORK PRODUCT AND THE SERVICES. ERI HEREBY DISCLAIMS ALL
OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR
ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION, THE
IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
PURPOSE RELATING TO THE ERI SYSTEM, ALL WORK PRODUCT AND THE SERVICES.
NO OTHER ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY OF THE ERI
PARTIES IN PERFORMING THE SERVICES WILL CREATE ANY WARRANTY OR IN ANY
WAY INCREASE THE SCOPE OF THE WARRANTIES MADE BY ERI. ERI’S EXPRESS

WARRANTIES WILL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY ERI RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE ERI SYSTEM, ANY WORK PRODUCT AND/OR ANY SERVICES. The parties acknowledge that the preceding disclaimers represent the bargained for allocations of risk, and that the consideration received by ERI from Licensee under this Agreement represents such allocations of risk.

Licensee acknowledges and agrees: (i) that none of the ERI Parties has made any representations to Licensee other than those representations expressly made by ERI in this Agreement, and (ii) that in the execution of this Agreement, Licensee has not relied upon any representations made by any of the ERI Parties other than those representations and warranties expressly made by ERI in this Agreement.

Any provisions above are subject to the provisions and terms contained in the Schedule 70 contract, to include, but not limited to, those contained in 552.212-4, to include reprocurement costs and implied warranty of merchantability.

c. Third Party/Open Source Software. Licensee acknowledges that portions of the ERI System, the Work Product, or any software utilized by ERI in connection with the ERI System, the Work Product, or any Services are or may be licensed to ERI by third parties or derived from or built upon third party software or open-source software licensed to or utilized by ERI (collectively, “Third Party Software”). ERI makes no warranty with respect to any Third Party Software and no third party licensor of any Third Party Software makes any warranty with respect to the ERI System or any Work Product, or any portions thereof, nor assumes any liability regarding use of the ERI System or any Work Product, or undertakes to furnish any support or information relating to the ERI System. ERI agrees to pass through to Licensee those warranties, if any, that are permitted to be passed through to ERI’s licensees by the terms of the license agreements between ERI and the third party licensors of Third Party Software. Licensee expressly acknowledges that the ERI System or portions thereof may be subject to the terms of open source licenses, and Licensee hereby consents to ERI’s use of such open source software in connection with the ERI System.

d. No Export. Licensee warrants that Licensee will not export or re-export the ERI System, any Work Product or any part thereof, directly or indirectly, to any country, individual or entity except when such export or re-export is both authorized by the License and in full compliance with the laws and regulations of the United States of America, which may include without limitation, the Export Administration Regulations, the International Traffic in Arms Regulations and the various economic sanctions regulations administered by the U.S Department of the Treasury.

e. Survival. The provisions of this Section 11 will, specifically and without limitation, survive the expiration or termination of this Agreement.

Section 12 - Limitation of Liability.
a. EXCEPT FOR (i) THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS ARISING OUT OF THE NEGLIGENCE OF ERI; (ii) ITS INDEMNIFICATION OBLIGATIONS HEREUNDER; AND/OR (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ERI, IN NO EVENT WILL ERI’S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE ERI SYSTEM AND/OR ANY OF THE SERVICES OR WORK PRODUCT PROVIDED OR TO BE PROVIDED BY ERI EXCEED THE TOTAL FEES PAID BY LICENSEE TO ERI PURSUANT TO THIS AGREEMENT PAID DURING THE ONE (1) YEAR PERIOD IMMEDIATELY PRECEDING THE DATE OF THE ACT OR OMISSION GIVING RISE TO THE ALLEGED LIABILITY.

b. EXCEPT FOR: (i) EACH PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER; (ii) EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; (iii) BREACH BY LICENSEE OF ITS OBLIGATIONS UNDER SECTION 7 AND/OR SECTION 11(D); OR (iii) ANY THIRD PARTY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, OR THE PERFORMANCE OF THE ERI SYSTEM, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

c. The provisions of this Section 12 will, specifically and without limitation, survive the expiration or termination of this Agreement.

Any provisions above are subject to the provisions and terms contained in the Schedule 70 contract, to include, but not limited to, those contained in 552.212-4, to include reprocurement costs and implied warranty of merchantability.

Section 13 - Indemnification.

a. Indemnification by ERI. ERI shall indemnify the Licensee and its officers, employees and agents against liability, including costs, for actual or allegedly direct or contributory infringements of, or inducements to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided ERI is reasonably notified of such claims and proceedings. ERI’s indemnification obligations set forth in this Section 13(a) will not apply to any infringement or misappropriation claim which arises out of or relates to (1) any modifications to the ERI System or Work Product (or components thereof) or the Services that are not made or authorized by ERI; (2) any Licensee Data, Proprietary Information of Licensee, and/or any content or materials owned or provided by Licensee; (3) any Third Party Software not supplied or utilized by ERI; and/or (4) use of the ERI system in any process or method which has not been approved by ERI; and/or (5) any use of the
b. **Replacement or Termination.** If the ERI System, any Work Product or any Services, or any component or part thereof, becomes, or in ERI’s opinion is likely to become, the subject of a claim covered by ERI’s indemnification obligations under Section 13(a) of this Agreement, Licensee will permit ERI, at ERI’s option and expense, either to obtain a license permitting the continued use, as applicable, of the ERI System or Services or such part, procure the right for Licensee to continue using the ERI System or the Services, or to replace or modify the infringing ERI System, Work Product or Services, or such parts, so that it becomes non-infringing, but equivalent in all material respects to the ERI System, Work Product or Services, as applicable, prior to such modification.

Any provisions above are subject to the provisions and terms contained in the Schedule 70 contract, to include, but not limited to, those contained in 552.212-4, to include reprocurement costs and implied warranty of merchantability.

d. **Survival.** The provisions of this Section 13 will, specifically and without limitation, survive the expiration or termination of this Agreement.

**Section 14 – Provisions of General Application.**

a. **Independent Parties.** Licensee and ERI are independent parties and nothing in this Agreement will be construed as creating any partnership, joint venture, franchise, employment relationship, or agency relationship in any way between ERI and Licensee, and each of ERI and Licensee acknowledge and agree that neither party is a franchisee of the other party. Neither ERI nor Licensee will have apparent or actual authority to bind the other party to any debt, contract, or other arrangement.

b. **Other Documents.** The parties agree that they will execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

c. **Notices.** All notices provided in connection with this Agreement will be in writing and delivered to the parties at the addresses set forth in the preamble to this Agreement. Each party will notify the other of any change of address by written notice to the other party delivered to the address set forth in this Agreement. Notices required by this Agreement will be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by facsimile or e-mail, if confirmed; or (iii) five (5) business days after deposit with the U.S. Postal Service by registered or certified mail.

d. **Governing Law; Venue.** This Agreement will be construed in accordance with, and governed by Federal law.
e. No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

f. Assignment; Successors; Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Licensee will not assign this Agreement, the License, or any of its rights and obligations under this Agreement without the prior written consent of ERI.

g. No Third-Party Beneficiaries. Except for the ERI Parties, nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

h. Severability. If any provision of this Agreement, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

i. Headings; Gender and Number. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Throughout this Agreement, wherever the context requires or permits, the neuter gender will be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

j. Entire Agreement; Amendment. This Agreement and the schedules hereto comprise the entire agreement between the parties with respect to the subject matter of this Agreement; and this Agreement and the schedules hereto supersede all prior representations and agreements with respect to the subject matter hereof. This Agreement can be amended or modified only by a written instrument signed by both ERI and Licensee or their successors in interest.

k. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

l. Survival. Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation Sections 2(e) [Payment of Fees Upon Termination], Section 7 [License]; Section 9 [Proprietary Information], Section 10 [Ownership and Intellectual Property Rights], Section 11 [Warranties and Representations], Section 1 [Limitation of Liability], Section 13 [Indemnification], and Section 14(d) [Governing Law; Venue].

[END OF AGREEMENT]
This SUPPORT AND MAINTENANCE AGREEMENT (this “Agreement”) is made and entered into as of this ___ day of ____________________________ 20__ (the “Effective Date”), by and between ELDER RESEARCH, INC., a Virginia corporation having its principal place of business at 300 West Main Street, Suite 301, Charlottesville, VA 22903 (“ERI”), and <Government Agency>, having its principal place of business at _________________________ (“Client”).

RECITALS

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are mutually acknowledged by each party, the parties hereto agree as follows:

Section 1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms will mean as follows:

1.1. “Business Days” means Monday through Friday, excluding federal holidays.

1.2. “Support Hours” means 9:00 A.M. to 6:00 P.M. EST/EDT during Business Days.

1.3. “Current Version” means the most recent version of the ERI System or a Licensed Module that is generally made available by ERI to its clients.

1.4. “ERI System Updates” means patches, fixes, and updates for the applicable ERI System Version (as hereafter defined) that are generally made available by ERI to the Client.

1.5. “ERI System Version” means a new version of the ERI System or a Licensed Module as designated by ERI and generally made available to ERI’s Client.

1.6. “Error” means a failure of the ERI System to perform in material accordance with the Specifications, as modified from time to time based upon the Installed Version (as hereafter defined) and the Installed Updates (as hereafter defined). An “Error” does not include the following (collectively referred to as a “Non-Error”): (i) any error, malfunction, or failure of any Third Party Software and which requires the third party provider to release a fix or update (a “Third Party Error”); (ii) any error, malfunction, or failure of any software, hardware, or service of Client; (iii) any error, malfunction, or failure of the ERI System as a result of any modifications thereto made by Client that are not approved by ERI; or (iv) Client’s failure to comply with the System Requirements.

1.7. “Installed Updates” means those ERI System Updates installed on Client’s system.

1.8. “Installed Version” means the ERI System Version installed on Client’s system.

1.9. “Specifications” means the cumulative feature specifications agreed upon between ERI and the Client.
1.10 "ERI System" means the deployed set of components developed or integrated by ERI on behalf of the Client.

Section 3. Term and Termination.

3.1. This Agreement will commence on the date that Acceptance occurs for an initial term of one (1) year (the "Initial Term"), unless sooner terminated.

Section 4. ERI System Updates. ERI will make available to Client any ERI System Updates available for the Installed Version during the Term. ERI’s obligations under this Agreement are contingent upon Client’s acceptance of all ERI System Updates and Required Third Party Updates (as hereafter defined) and the installation thereof. ERI shall also provide reasonable remote assistance to Client to install any ERI System Update.

Section 5. Support Services. During the Term, ERI will provide the following services for the ERI System during Support Hours (collectively, the "Support Services"):  

5.1. Support Service. Any and all Errors will be reported to ERI’s support team. ERI will provide e-mail support service to Client via a designated e-mail address. All support requests will identify Client, the nature of the problem, and Client’s initial Error Classification (as hereafter defined) (each, a “Support Request”). The ERI personnel who provide the Support Services will be individuals who are qualified to provide Client’s Primary Contact with technical assistance in using the ERI System, guidance in performing system administration, and diagnosis of Reported Errors (as hereafter defined). Only the Primary Contact is authorized to make Support Requests. Client certifies that the Primary Contact will be properly trained in the use of the ERI System, will possess a thorough working knowledge of the ERI System, and will have the authority on behalf of Client (i) to accept changes to the ERI System (including without limitation ERI System Updates and new ERI System Versions), and (ii) to accept Third Party Updates.

5.2. Error Corrections. ERI will attempt to correct documented, substantial errors in the ERI System when ERI receives a Support Request and the Error can be repeated by ERI on its equipment or through connecting to Client’s system (each, a “Reported Error”). Upon making a Support Request, Client will give ERI reasonable access to Client’s system, including the hardware and software operated in connection with the ERI System and all relevant documentation and records, and Client will provide such reasonable assistance as ERI may request, including sample output and other diagnostic information, in order to assist ERI in providing the Support Services.

5.3. Third Party Updates. ERI will, at its option, provide Client, during the Term, any updates, error corrections, modifications, or enhancements of Third Party Software that have been provided to Client by ERI (collectively, “Third Party Updates”) that ERI determines, in its sole discretion, will enhance the operation of the ERI System. Certain Third Party Updates may be required in order to continue support of the ERI System due to inter-dependencies of the ERI System and/or Third Party Software (“Required Third Party Updates”).
Section 7. Responsibilities of Client.

7.1. First Tier Support. Client will be responsible for providing first tier technical support to its End Users. First tier technical support means undertaking reasonable investigation and troubleshooting of Errors reported by End Users before making a Support Request.

7.2. System Management. Client will be exclusively responsible for the supervision, management, and control of its use of the ERI System, including but not limited to (i) proper audit controls, and operating methods; (ii) establishing adequate back-up plans; and (iii) properly supervising and adequately training employees who operate the ERI System to minimize the likelihood of an Error.

7.3. Training Personnel. Client will train its End Users at Client’s expense so that they are reasonably knowledgeable and proficient in the use of the ERI System.

7.4. Interface(s). Client will be responsible for the interface(s) between the ERI System and all other software used by Client, whether or not such software is licensed to Client by ERI or by others, or has been developed by Client.

7.5. Sole Supplier. Client will not permit any person other than an authorized representative of ERI to perform maintenance or to attempt any modification of the ERI System.

Section 8. Error Classifications; Response and Resolution Times.

8.1. General. Client acknowledges and understands that Errors may be complex in nature, may involve several controllable and uncontrollable variables, and may involve several different parties from Client, ERI, and/or third parties to resolve, which may adversely impact estimated commitment to resolution times. Client acknowledges and understands that resolving Errors is a collaborative effort between ERI and Client.

8.2. Classifications. The following definitions will be used to classify Reported Errors and support requests (the “Error Classification”). All classifications of Errors will be made by ERI and ERI reserves the right to reasonably re-classify Reported Errors:

8.2.1. "Critical Error" or "Urgent" means an Error that causes the ERI System to be completely inoperable or inaccessible to all End-Users.

8.2.2. "Serious Error" or "High" means an Error that (A) causes one or more significant functions of the ERI System to be impaired, although the ERI System is still operational, (B) may delete, impair, damage, or corrupt Client’s systems or Client Data; or (C) may have a material and substantially adverse impact on Client’s business.

8.2.3. "Medium Error" means any Error other than a Critical Error or a Serious Error, including without limitation an Error that causes only a minor impact on Client’s use of the ERI System or partial loss of access or functionality.

8.2.4. "Other" or "Low" means general support questions, maintenance or upgrade requests, or other issues that do not relate to an Error.
8.3. **Response and Resolution Times.** ERI will use commercially reasonable efforts to respond to and resolve Support Requests to a final resolution that is reasonably acceptable to Client, including without limitation by correcting such Errors, providing patches, fixes, updates, or bypasses (“Final Resolution”), in accordance with the timeframes below following notification thereof by Client:

<table>
<thead>
<tr>
<th>Classification</th>
<th>Initial Response</th>
<th>Final Resolution Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical Error</td>
<td>Within 8 Support Hours</td>
<td>3 Business Day</td>
</tr>
<tr>
<td>Serious Error</td>
<td>Within 3 Business Days</td>
<td>7 Business Days</td>
</tr>
<tr>
<td>Medium Error</td>
<td>Within 7 Business Days</td>
<td>15 Business Days</td>
</tr>
<tr>
<td>Minor Error/Others</td>
<td>Within 10 Business Days</td>
<td>Tracked for next ERI System Update</td>
</tr>
</tbody>
</table>

The foregoing Final Resolution Targets are not guaranteed and actual time until Final Resolution will vary depending upon the nature of the Error and the causes thereof. ERI does not and cannot ensure that all Errors will be resolved within such timeframes. While a case is open, ERI will provide reasonable updates to Client concerning the Error and the process that ERI is undertaking to resolve such Error. For calculating the Initial Response and Final Resolution Target timeframes, the hours begin to run when the Support Request is received during Support Hours. In the event that there are not enough available hours within the current day’s scheduled Support Hours, the response time will be extended through the next Business Day. For example, if a call is received at 5:00 P.M. and the Initial Response time is two (2) support hours, then the calculated response time would begin to run at 5:00 P.M. thru 6:00 P.M. and commence again at 9:00 A.M. the next Business Day and run thru 10:00 A.M. that day.

**Section 9. Excluded Activities.** This Agreement does not cover assistance with system installation and cabling, integration of non-ERI equipment or software, details regarding the ERI database design or schema, or source code listings or flow chart.

**Section 10. Support Fees.** The following fees, costs, and expenses are collectively referred to herein as the “Support Fees”:

10.1. **Additional Fees.** If ERI determines that any Support Request is based upon a Non-Error, ERI reserves the right to charge Client its hourly rates listed in Schedule A for the time actually spent by ERI diagnosing and addressing the Reported Error. Except as otherwise provided in Schedule A, the hourly rates will be equal to ERI’s then standard hourly rates. If any problems with the ERI System are traced to equipment or software provided by Client or a third party, ERI will charge Client on a time and materials basis at its then-standard service rates for the time spent in locating and correcting the problem when necessary. If on-site assistance is requested by Client and ERI agrees to send support personnel to Client’s site, ERI will pay ERI’s standard service rates, transportation, per diem and lodging charges for such support. The foregoing fees, costs, and expenses identified in this Section 10.2 are collectively referred to herein as the “Additional Fees”.

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Support and Maintenance Agreement  Page 4  ERI Initials: _____
Annual Maintenance Fee for Government Use  Client Initials: _____
Section 11. Warranties and Representations.

11.1. Express Warranties. Each party represents and warrants to the other party that: (i) it has the right to enter into this Agreement and will perform its obligations in a professional and workmanlike manner, (ii) all necessary actions, corporate or otherwise, have been taken to authorize the execution and delivery of this Agreement, which constitutes a valid and binding obligation of the party; and (iii) it will, in all material respects, comply with and act in accordance with any and all applicable laws and other legal obligations including, without limitation, local, state, provincial and federal directives, rules, assessments, regulations, filing requirements, ordinances, statutes, codes, judgments and civil or common law, (individually and collectively, “Law” or “Laws”) as such Laws relate to as such Laws relate to the Support Services and such party’s obligations under this Agreement.

11.2. No Other Warranties. THE EXPRESS WARRANTIES CONTAINED IN SECTION 11.1 ABOVE ARE THE ONLY WARRANTIES MADE BY ERI WITH RESPECT TO THE SUPPORT SERVICES. ERI HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR ARISING BY CUSTOM OR TRADE USAGE), INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SUPPORT SERVICES. NO OTHER ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ERI IN PERFORMING THE SUPPORT SERVICES WILL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES MADE BY ERI. ERI'S EXPRESS WARRANTIES WILL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY ERI RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE SUPPORT SERVICES. The parties acknowledge that the preceding disclaimers represent the bargained for allocations of risk, and that the consideration received by ERI from Client under this Agreement represents such allocations of risk. Client acknowledges and agrees: (i) that ERI has not made any representations to Client other than those representations expressly made by ERI in this Agreement, and (ii) in the execution of this Agreement, Client has not relied upon any representations made by ERI other than those representations and warranties expressly made by ERI in this Agreement.

Any provisions above are subject to the provisions and terms contained in the Schedule 70 contract, to include, but not limited to, those contained in 552.212-4, to include reprocurement costs and implied warranty of merchantability.

c. Survival. The provisions of this Section 11 will, specifically and without limitation, survive the expiration or termination of this Agreement.

Section 12. Limitation of Liability.

Any provisions above are subject to the provisions and terms contained in the Schedule 70 contract, to include, but not limited to, those contained in 552.212-4, to include reprocurement costs and implied warranty of merchantability.

13.1. Independent Parties. Client and ERI are independent parties and nothing in this Agreement will be construed as creating any partnership, joint venture, franchise, employment relationship, or agency relationship in any way between ERI and Client, and each of ERI and Client acknowledge and agree that neither party is a franchisee of the other party. Neither ERI nor Client will have apparent or actual authority to bind the other party to any debt, contract, or other arrangement.

13.2. Other Documents. The parties agree that they will execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

13.3. Notices. All notices provided in connection with this Agreement will be in writing and delivered to the parties at the addresses set forth in the preamble to this Agreement. Each party will notify the other of any change of address by written notice to the other party delivered to the address set forth in this Agreement. Notices required by this Agreement will be deemed received (i) upon delivery, when delivered in person or by commercially receipted courier; (ii) upon the date sent by facsimile or e-mail, if confirmed; or (iii) five (5) business days after deposit with the U.S. Postal Service by registered or certified mail.

13.4. Governing Law; Venue. This Agreement will be construed in accordance with, and governed by Federal law.

13.5. No Waiver. No waiver or failure by either party to exercise any option, right or privilege under the terms of this Agreement on any occasion or occasions will be construed to be a waiver of the same on any other occasion or of any other option, right or privilege.

13.6. Assignment; Successors; Assigns. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Client will not assign this Agreement or any of its rights and obligations under this Agreement without the prior written consent of ERI, and any attempt to do so without such consent will be void ab initio.

13.7. Severability. If any provision of this Agreement, or the application thereof, is for any reason, and to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will be interpreted so as best to reasonably effect the intent of the parties. The parties further agree to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

13.9. Headings; Gender and Number. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement. Throughout this Agreement, wherever the context requires or permits, the neuter gender will be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

13.10. Amendment. This Agreement can be amended or modified only by a written instrument signed by both ERI and Client or their successors in interest.
13.11. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement.

13.12. **Survival.** Any termination, cancellation, or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue will so survive and continue, including without limitation Sections 11 [Warranties and Representations], 12 [Limitation of Liability], and 13.4 [Governing Law; Venue].

[END OF AGREEMENT]
SAAS SERVICES CUSTOMER INFORMATION FORM

<table>
<thead>
<tr>
<th>Customer:</th>
<th>Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Phone:</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
</tbody>
</table>

**Services:** The Glyphic Software SAAS (Software as a Service) Services provide an automated document workflow solution. Glyphic Software shall license an integrated solution connecting Glyphic’s Manager, Reader, Classifier, Extractor, and/or Redactor modules (the “Service(s)”) to Customer.

**Services Fees:**

**Service Term:** As provided in Schedule Order between Customer and Federal Supply Schedule Contractor.

**Service Capacity:** Up to 500,000,000 pages per year.

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) governs access to and use of the SaaS Services described herein provided by Glyphic Software, Inc. with a place of business at 410 East Water Street, Suite 600, Charlottesville, VA 22902 (“Company”), to the Ordering Activity that acquires the SaaS Service(s) pursuant to an Order under a United States General Services Administration Federal Supply Schedule Contract (“Customer”). The Glyphic Software SAAS (Software as a Service) Services provide an automated document workflow solution. Glyphic Software shall license an integrated solution connecting Glyphic’s Manager, Reader, Classifier, Extractor, and/or Redactor modules (the “Service(s)”) to Customer. When Services are obtained by an instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an Order is issued pursuant to the Federal Supply Schedule, then “Company” shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Service(s). This Agreement includes and incorporates the above Customer Information Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. Company reserves that it will give no force or effect to any different terms of any related purchase order or similar form except to the extent signed by authorized representatives of the Company.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT UNDER WHICH THE SUPPLIES ARE ORDERED. SOME TERMS OF THIS AGREEMENT MAY NOT BE APPLICABLE TO THE ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. ORDERING ACTIVITIES ARE ENCOURAGED TO REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

THIS AGREEMENT CONVEYS THE CONDITIONS UNDER WHICH COMPANY, AS A SUPPLIER TO A FEDERAL CONTRACTOR, AGREES TO PROVIDE THE SAAS SERVICES DESCRIBED HEREIN FOR SALE ON THE SCHEDULE CONTRACT. COMPANY ACKNOWLEDGES THAT IT IS NOT A PARTY TO THE SCHEDULE CONTRACT, NOR IS THE INCLUSION OF THIS AGREEMENT IN THE SCHEDULE CONTRACT INTENDED TO CREATE AN ACQUISITION/PROCUREMENT CONTRACT BETWEEN COMPANY AND THE UNITED STATES GOVERNMENT. COMPANY FURTHER ACKNOWLEDGES THAT A PROCUREMENT OF SAAS SERVICE(S) MADE PURSUANT TO THE SCHEDULE CONTRACT IS BETWEEN THE SCHEDULE
CONTRACTOR AND AN ORDERING ACTIVITY USING THAT SCHEDULE CONTRACT AND SUBJECT TO FEDERAL ACQUISITION REGULATION 8.4, AND THEREFORE ALL TERMS REGARDING PAYMENT OBLIGATIONS HEREIN ARE INAPPLICABLE TO THE RELATIONSHIP BETWEEN COMPANY AND CUSTOMER.

COMPANY’S AGREEMENT TO PROVIDE THE SERVICES IS A MATERIAL INDUCEMENT TO THE U.S. GOVERNMENT’S ACCEPTANCE OF THE SERVICES RESALE BY THE COMPANY’S AUTHORIZED RESELLER, THE SCHEDULE CONTRACT HOLDER, ON THE FEDERAL SUPPLY SCHEDULE CONTRACT.

CUSTOMER SIGNATURE IS NOT REQUIRED, BUT MAY BE OBTAINED TO REFLECT ACKNOWLEDGMENT OF THIS AGREEMENT’S TERMS.

Glyphic Software, Inc.: [Customer Acknowledgment]:

By: ____________________________  By: ____________________________
Name: ___________________________
Title: ____________________________
TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT
1.1 Subject to the terms of this Agreement, Company shall license an integrated solution connecting Glyphic’s Manager, Reader, Classifier, Extractor, and/or Redactor modules (the “Service(s)”) to Customer, and will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company’s standard practice.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services or otherwise authorized by law); or otherwise for the benefit of a third; or remove any proprietary notices or labels. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Term only in connection with the Services. The foregoing third party, timeshare and service bureau restrictions are not intended to, and do not, restrict use of the Service and related Software by a government instrumentality in the exercise of its lawful responsibilities and activities.

2.2 Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other applicable United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are understood to be “commercial items” and understood, pursuant to DFAR section 252.227-7014(a)(1) and (5), to the extent applicable to be “commercial computer software” and “commercial computer software documentation.” As such, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government is solely being authorized by Company by the terms of this Agreement, subject to and consistent with DFAR section 227.7202 and FAR section 12.212, as applicable, and will be prohibited except to the extent expressly permitted by the terms of this Agreement or otherwise authorized by law.

2.3 Customer is authorized to use the Services in compliance with this Agreement and all applicable laws and regulations. Although Company has no obligation to monitor Customer’s use of the Services, Company may do so and reserves the right to take steps to prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4 As between Customer and Company, and except as otherwise provided in this agreement or by law: (a) Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”); and (b) Customer is also responsible for maintaining the security of its access to the Services, Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all the security of uses of Customer account or the Equipment, regardless of whether with or without Customer’s knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Each Party agrees that the foregoing shall not apply with respect to (i) any Company information after five (5) years following the disclosure thereof or (ii) any information that the Receiving Party can document (a) is or has become generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, and is otherwise authorized for disclosure or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 Customer shall own all right, title and interest in and to the Customer Data. Company reserves and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and
after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, solely to the extent necessary to provide the Services to Customer. Any other use of the data and other information is permitted solely with the Customer’s express, time-limited, written authorization specifically identifying the particular type of data and its authorized use. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

Any fees payable to Company for Customer’s use of the system are a matter between Company and the Federal Supply Schedule Contractor that the Company engages to sell its products and services via the Federal Supply Schedule Contract. Customer’s payment obligations pursuant to the Federal Supply Schedule Order are discharged pursuant to the terms of the Schedule Contract and are a matter between Customer and the Schedule Contractor.

5. TERM AND TERMINATION

Subject to earlier termination, this Agreement is for the Initial Service Term as specified in the Federal Supply Schedule Order, and any additional periods provided pursuant to the Order (collectively, the “Term”).

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall, consistent with prevailing industry standards, maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company’s reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; COMPANY PROVIDES A LIMITED WARRANTY AS FOLLOWS:

Company warrants the merchantability and fitness of the service for the purpose of rule-based document classification and target data extraction from PDFs.

7. LIMITATION OF LIABILITY

EXCEPT FOR (i) THIRD PARTY PERSONAL INJURY OR PROPERTY DAMAGE CLAIMS ARISING OUT OF THE NEGLIGENCE OF COMPANY; (ii) ITS LIMITED WARRANTY AND SERVICE CREDIT OBLIGATIONS HEREUNDER; AND/OR (iii) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY AND ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT THE FEDERAL SUPPLY SCHEDULE CONTRACT RELIEVES SCHEDULE CONTRACTOR FROM PURSUANT TO THE COMMERICAL ITEMS TERMS AND CONDITIONS OF THE SCHEDULE CONTRACT; (C) FOR ANY MATTER BEYOND COMPANY’S COMMERCIALLY REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, OR THE TWELVE (12) MONTHS PERIOD WHICH INCLUDES THE TIME DURING WHICH THE ACT THAT GAVE RISE TO THE LIABILITY OCCURRED, WHICHEVER IS GREATER. IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR: (i) EACH PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER; (ii) EITHER PARTY’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iii) ANY THIRD PARTY CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED HEREUNDER, OR THE PERFORMANCE OF THE SERVICE(S), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limitation of liability section does not discharge or otherwise affect liability that arises from (i) statute or (ii) agreements Company may have entered separately from this agreement.
8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company’s prior written consent. Company may not transfer and assign any of its rights and obligations under this Agreement without Customer’s consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Deemed receipt may be rebuttable or otherwise affected by applicable Federal law. This Agreement shall be governed by Federal law.
EXHIBIT A

Service Level Terms

The Services shall be available 99%, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company’s control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit Customer 5% of Service fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 24 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company’s blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.