



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

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

SPECIAL ITEM NUMBER 132-32 - TERM SOFTWARE LICENSES
SPECIAL ITEM NUMBER 132-33 - PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

SPECIAL ITEM NUMBER 132-34 - MAINTENANCE OF SOFTWARE AS A SERVICE

SPECIAL ITEM NUMBER 132-50 – TRAINING COURSES

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

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D308 Programming Services
FPDS Code D313 Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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

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

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

The logo for Clockwork Solutions, LLC. The word "clockwork" is written in a lowercase, sans-serif font. The "i" in "clock" and the "i" in "work" are stylized with vertical bars of varying heights, resembling clock hands or gears.

Clockwork Solutions, LLC
805 LAS CIMAS PKWY B
Suite 100
Austin, TX 78746-3303
(512) 338-1945 Phone / (512) 338-1946 Fax
<http://www.clockwork-solutions.com>

CONTRACT NUMBER: GS-35F-0385S

PERIOD COVERED BY CONTRACT: 26 APRIL 2006 – 25 APRIL 2016
General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0027 dated 9 June 2014 and Refresh #33

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

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INFORMATION FOR ORDERING OFFICES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor's Ordering Address

ATTN: GSA Orders

Clockwork Solutions, LLC.

805 Las Cimas Parkway, Bldg III, Suite 100

Suite 100 Austin, TX 78746-5472

Contractor's Payment Address

ATTN: Accounts Payable

Clockwork Solutions, LLC.

805 Las Cimas Parkway, Bldg III,

Austin, TX 78746-5472

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

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

Technical/Ordering Assistance
Contracts Administration, Tami Lahav
Billing/Invoicing, Tami Lahav

(512) 338-1945
(512) 338-1945 x 113
(512) 338-1945 x 113

3. Liability for Injury or Damage. The contractor shall not be liable for any injury to Government personnel or damage to Government property arising from the use of equipment maintained by the Contractor.

4. Statistical Data for Government Ordering Office Completion of Standard Form 279.

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Contractor Establishment Code (DUNS): 07-90962-30
Block 30: Type of Contractor: Small Business
Block 31: Woman-Owned Small Business: No
Block 37: Contractor's Taxpayer Identification Number (TIN): 45-2727775
Block 40: Veteran Owned Small Business (VOSB): _____

4a. CAGE Code: 6ZJ10

4b. Clockwork Solutions has registered with the Central Contractor Registration Database.

5. FOB: Destination

6. Delivery Schedule:

(a) **Time of Delivery.** The contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

**ITEMS OR GROUPS
OF ITEMS (SIN or
Nomenclature)**

**DELIVERY TIME
(DAYS ARO)**

132-32	30 Days *Negotiable per needs of customer
132-33	30 Days *Negotiable per needs of customer
132-34	30 Days *Negotiable per needs of customer
132-50	30 Days *Negotiable per needs of customer
132-51	As Negotiated Between Contractor and Ordering Agency

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

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

(a) Prompt Payment Discount: 2.9%; - Net 15 Days; 0% - Net 30 Days

- (b) SIN 132-32 – 15% Basic Discount
 - (c) SIN 132-33 – 15% Basic Discount for Single Seat; 20% for 2 or more Seats
 - (d) SIN 132-34 – 15% Discount for Single Seat; 20% for 2 or more Seats
 - (e) SIN 132-50 – 10% Single Student Discount; Session Group (up to 12 students)
 - (f) SIN 132-51 – 4% Standard Discount
 - (g) Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
- Other: None

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

9. Statement Concerning Availability of Export Packing. This schedule is for Information Technology Professional Services only.

10. Small Requirements. The minimum dollar value of orders to be issued is \$100.

11. Maximum Order. (All dollar amounts are exclusive of any discount for prompt payment.)

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

- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 - Maintenance of Software as a Service
- Special Item Number 132-51 - Information Technology Professional Services

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

- Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should

be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

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

19. OVERSEAS ACTIVITIES

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

N/A

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is

incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

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

23. SECTION 508 COMPLIANCE.

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

Yes _____

No X

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

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall

maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

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

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's Master Software Subscription Agreement on page 20 will govern the contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support email address support@clockwork-solutions.com for the purpose of providing user assistance and guidance in the implementation of the software. The technical support access is available as defined in support agreement.

5. SOFTWARE MAINTENANCE

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

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

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

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

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

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

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

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

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

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

DMLIC01	DEMAND Pro® Development Platform, Perpetual Software License (Per Computer Seat)	<p>DEMAND Pro® is a SPAR-based model application that forecasts the impacts of what-if scenarios on maintenance and logistics policies, or proposed policies, with regard to mean time to removal, availability, part condemnations, assembly removals for repair and spares consumption. DEMAND Pro® was developed to deal with the multi-site, multi-indenture realities of complex military operations and support infrastructures. Database inputs are used to establish and initialize models for simulation and analysis.</p> <p>With DEMAND Pro®, a projected return on investment over time in terms of readiness and costs can be determined based on decisions to change sustainment policies, such as increasing or reducing:</p> <ul style="list-style-type: none"> • Part life-limits • Life-limit screens • Reliability refresh • Repair effectiveness • Equipment age • Repair capacities at select repair locations • Repair turnaround (improved tooling or methods) • Planned operations • Spares • Order lead times • Shipment time • Fleet size • Part substitutability
DMLIC02	DEMAND Pro® Site Run Time, Perpetual Software License (Per End Item System Modeled)	The DEMAND Pro® modeling platform is used by an analyst for developing comprehensive simulation models. A site run time is a license for the use of a completed model throughout an organization for purposes of continuous system analysis.
DMMNT01	DEMAND Pro® Software Maintenance	Maintenance Services include fixing problems in the licensed products and the periodic, or ad-hoc release of bug fixes, modifications and upgrades, as per the schedule established by Clockwork.

<p>DSLIC01</p>	<p>License for the DESIGN Pro® Modeling Development Platform (MDP) for Standalone Configuration (software are priced on a per-seat basis)</p>	<p>The newly released DESIGN Pro® modeling platform implements Rapid Application Development (RAD) technology for creating DESIGN Pro® simulation models. DESIGN Pro® is designed to streamline the entire modeling process, from model construction and verification, organizing scenario analysis studies, reporting and presenting model results, to building customized SPAR based Windows and web simulation applications. DESIGN Pro® simulation models can be easily integrated to Microsoft Office and VS.NET applications including connectivity to standard database formats such as Oracle, SQL, and Access.</p> <p>DESIGN Pro® provides the systems life cycle modeler with significant benefits, including:</p> <ul style="list-style-type: none"> • Highly flexible modeling and simulation environment. • Easy deployment of model applications for end-users. • Comprehensive and efficient model debugging functionality. • Database connectivity. • Easy integration with Microsoft Office applications. • Capability to merge separately developed models. • Built-in optimizer. • functionality. • Database connectivity. • Easy integration with Microsoft Office applications. • Capability to merge separately developed models. <p>Built-in optimizer.</p>
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<p>ILLIC01</p>	<p>Insight LCM™ Software License, Maintenance, and Hosting for fleets and equipment sets.</p>	<p>Insight LCM™ predictive analytics and business intelligence through frequently updated enterprise Big Data to enable decision makers. Insight LCM SaaS is used by asset managers, item managers, and operations managers to quickly identify optimal strategies and corrective actions that enhance fleet performance and control costs. Various courses of action and business cases may be evaluated with Insight LCM analysis scenarios to select proactive planning that ensures cost-effective high performance across the fleet in the months, quarters, and years ahead.</p> <p>Insight LCM™, benefits include:</p> <ul style="list-style-type: none"> • Reduced asset sustainment costs and improved availability • Constant visibility to changing use, performance, and asset availability requirements • Increased planning horizon, many years into future • Improved scenario planning to conduct cost vs. operating performance tradeoffs • Design of most cost-effective overhaul and upgrade scheduling strategies available • Reduced platform downtime • Contract cost-benefit analysis to drive down costs available • Optimized maintenance workload and repair parts distribution • On demand access to critical management information • Detailed asset information at unlimited levels of indenture • Repair parts recommendations at user-defined schedule • Reliability driven repair parts fulfillment plans (buy, move, fix)
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<p>ILIMP01</p>	<p>Insight LCM™ Implementation for fleets and equipment sets.</p>	<p>Insight LCM™ Implementation includes initial requirements definition, implementation design and configuration, software test and acceptance cycle, deployment and integration of data interfaces, and Post Go-Live support. Timing is customized to Customer requirements.</p> <p>Clockwork customizes Insight LCM™ implementation according to Customer requirements and enterprise data architectures. Teams of Business Architects and Solutions Architects implement Insight LCM™ as directed by the Engagement Manager. The Clockwork Training Team delivers instruction at each phase.</p> <p>The implementation team works closely with the Data Scientist consulting team to coordinate the development of new models and updates of deployed baseline models according to each Customer’s customized timeline. A typical Insight LCM™ model development timeline involves five phases. These phases are:</p> <ol style="list-style-type: none"> 1) Requirements Definition (8 weeks) 2) Design & Configuration (18 weeks) 3) Test & Acceptance (16 weeks) 4) Deploy & Go-Live (10 weeks) 5) Post Go-Live Support (4 weeks) <p>Development of models for Insight LCM™ involves three major phases. These phases are:</p> <ol style="list-style-type: none"> 1) Requirements Definition (6 weeks) 2) Fleet Model Implementation & Baseline Updates (4-6 weeks) 3) Continuing Analysis (TBD)
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7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to

_____ % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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

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

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer

when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING GSA

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

SIN	MFR Part #	Product Description	Product Description	Unit of Measure	GSA Price
132-34	DMMNT01	DEMAND Pro® Annual Maintenance (Per License)	Maintenance	Each	\$ 15,415.62
132-34	DSSAMNT01	DESIGN Pro® Annual Maintenance	Maintenance	Each	\$ 8,686.70
132-34	DSNWMNT01	DESIGN Pro® Annual Maintenance	Maintenance	Each	\$ 17,373.40
132-33	DMLIC01	DEMAND Pro® Development Platform, Perpetual Software License (Per Computer Seat)	License	Each	\$ 85,642.32
132-33	DSSALIC01	DESIGN Pro® Standalone Configuration License	License	Each	\$ 48,259.45
132-33	DSNWLIC01	DESIGN Pro® Network Configuration License	License	Each	\$ 96,518.89

132-32	ILLIC01	Insight LCM™ Annual Subscription (Per Asset Type - <u>Government/Military</u> Fixed Wing Aircraft, Ground Vehicles, Surface Ships)	Subscription	\$503,778.34	US
132-32	ILIMP01	Insight LCM™ Annual Subscription (Per Asset Type - <u>Government/Military</u> Communications & Electronics, Helicopter, UAS, Weapons Systems, Radars, Robotics)	Subscription	\$277,078.09	US



Master Software Subscription Agreement

This Master Software Subscription Agreement is effective as of _____, 201_ (the “Effective Date”), between Clockwork Solutions, LLC, a Texas limited liability company (“Clockwork”), and _____, the GSA Client (“Client”).

In consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the following meanings:

1.

1.2 “Agreement” means this Agreement, and any Schedules, exhibits and amendments to the foregoing. Each Schedule with the terms of this Agreement, and any exhibits and amendments to such Schedule, is a separate and independent contractual obligation of Clockwork from any other Schedule.

[1.3 “Asset Cost” means the cost of the components or parts maintained in the Client’s inventory (whether owned by Client or a third party, and whether such inventory is maintained for Client’s own business or the business of a third party) which is tracked, recorded, maintained or managed using the Software. The Asset Cost shall be determined using the Software.

1.4 “Asset Inventory” means the number of components or parts maintained in the Client’s inventory (whether owned by Client or a third party, and whether such inventory is maintained for Client’s own business or the business of a third party) which is tracked, recorded, maintained or managed using the Software.]

1.5 “CLIENT” MEANS THE ENTITY ENTERING INTO THIS AGREEMENT AND IDENTIFIED IN THE PREAMBLE AS “CLIENT” AND DESIGNATED IN THIS AGREEMENT OR A SCHEDULE TO THIS AGREEMENT AUTHORIZED TO MAKE PRODUCTION USE OF THE SOFTWARE. 1.6 “CONTRACT YEAR” MEANS THE TWELVE (12) MONTH PERIOD FOLLOWING A SCHEDULE EFFECTIVE DATE, AND EVERY TWELVE (12) MONTH PERIOD THEREAFTER COMMENCING ON THE ANNIVERSARY OF THE APPLICABLE SCHEDULE EFFECTIVE DATE.

THE LAST CONTRACT YEAR MAY BE LESS THAN A TWELVE (12) MONTH PERIOD DEPENDING ON THE TERM OF THE APPLICABLE SCHEDULE.

1.7 “CUSTOM SOFTWARE” MEANS ANY INTERFACES SPECIFIC TO CLIENT’S IMPLEMENTATION OF THE SOFTWARE OR CHANGES OR MODIFICATIONS TO THE SOFTWARE MADE BY CLIENT OR ON CLIENT’S BEHALF, REGARDLESS OF WHETHER CLOCKWORK AUTHORIZED THEM.

1.8 “DELIVERABLE” MEANS ANY WORK PRODUCT REQUIRED TO BE DELIVERED TO CLIENT PURSUANT TO A PURCHASE ORDER UNDER THE PROFESSIONAL SERVICES TERMS.

1.9 “DOCUMENTATION” MEANS THE USER MANUALS AND TECHNICAL MANUALS RELATING TO THE SOFTWARE THAT ARE PROVIDED TO CLIENT BY CLOCKWORK PURSUANT TO THIS AGREEMENT.

1.10 “HOSTING SERVICES” MEANS THE SERVICES TO BE UNDERTAKEN BY CLOCKWORK, AND ITS THIRD PARTY PROVIDER(S), TO ENABLE CLIENT USING THE INTERNET TO ACCESS AND USE THE SOFTWARE HOSTED ON THE SYSTEM.

1.11 “M&S SERVICES” MEANS THE MAINTENANCE AND SUPPORT SERVICES PROVIDED BY CLOCKWORK TO CLIENT WITH RESPECT TO SOFTWARE, WHICH MAINTENANCE AND SUPPORT SERVICES WILL BE PROVIDED IN ACCORDANCE WITH SECTION 3.1 AND THE M&S SERVICES TERMS.

1.12 “M&S SERVICES TERMS” MEANS THE TERMS AND CONDITIONS FOR THE PROVISION OF M&S SERVICES, ATTACHED HERETO AS EXHIBIT A.

1.13 “PRODUCTION USE” MEANS TO ACTIVATE THE PROCESSING CAPABILITIES OF THE SOFTWARE, AND TO LOAD, EXECUTE, ACCESS AND EMPLOY THE SOFTWARE, OR DISPLAY INFORMATION RESULTING FROM SUCH CAPABILITIES SOLELY FOR CLIENT’S INTERNAL BUSINESS PURPOSES.

1.14 “Professional Services” means implementation, consulting and training services, including without limitation, technical services to facilitate setup and deployment of the Software.

1.15 “Professional Services Terms” means the terms and conditions for the performance of Professional Services, attached hereto as Exhibit B.

1.16 “Schedule(s)” means the schedule(s), and any amendments thereto, executed by the parties and which references this Agreement.

1.17 “SERVICES” MEANS THE SERVICES PROVIDED BY CLOCKWORK OR ITS CONTRACTORS TO CLIENT UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, M&S SERVICES, PROFESSIONAL SERVICES AND HOSTING SERVICES TO THE EXTENT APPLICABLE.

1.18 “SOFTWARE” MEANS (A) THE OBJECT-CODE VERSION(S) OF CLOCKWORK’S PROPRIETARY SOFTWARE PROGRAMS IDENTIFIED IN A SCHEDULE AND DELIVERED TO CLIENT PURSUANT TO THIS AGREEMENT; (B) UPDATES; AND (C) ANY COMPLETE OR PARTIAL COPIES OF THE FOREGOING. SOFTWARE DOES NOT INCLUDE CUSTOM SOFTWARE. ALL SOFTWARE IS DELIVERED TO CLIENT ONLY IF AND WHEN GENERALLY COMMERCIALY AVAILABLE.

1.19 “SUBSCRIPTION FEES” MEANS THE ANNUAL SUBSCRIPTION FEES, (WHICH ARE ESTABLISHED IN THE UNDERLYING GSA SCHEDULE CONTRACT) FOR THE SOFTWARE LICENSE DESCRIBED IN SECTION 2, M&S SERVICES AND HOSTING SERVICES.

1.20 “System” means the operating systems, application software (excluding the Software and Custom Software), architecture, communications networks, firewalls, load balances, servers, switches, hubs, routers and other hardware maintained by or on behalf of Clockwork to host the Software and that enable Client’s access and use of the Software as described in this Agreement. The System may be modified, enhanced or replaced by Clockwork or its third party provider(s).

1.21 “Update” means any Fixes (as such term is defined in the M&S Services Terms), error corrections, enhancements and subsequent releases to the Software and associated Documentation which are made commercially available by Clockwork as part of the M&S Services. Updates shall not include any releases, enhancements, functionality, modules, programs or Software that Clockwork licenses separately or charges for separate from M&S Services.

1.22 “**WORK PRODUCT**” MEANS ANY SOFTWARE, DATA, DOCUMENTATION, GRAPHICS, TEXT, CODE, INVENTIONS, PICTURES, AUDIO, VIDEO, ANIMATIONS, ENHANCEMENTS, IMPROVEMENTS, METHODS, PROCESSES, WORKS OF AUTHORSHIP, WORK-FLOW METHODS OR OTHER MATERIAL OR ANY PORTIONS OF THE FOREGOING THAT CLOCKWORK CREATES, WHETHER ALONE OR JOINTLY, WHILE PERFORMING THE SERVICES. WORK PRODUCT EXCLUDES: (A) THE SOFTWARE; (B) UPDATES; (C) CLOCKWORK’S INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS; (D) ANY GENERIC ROUTINES OR CODE THAT HAVE GENERAL APPLICATION TO SOFTWARE OR SERVICES OFFERED BY CLOCKWORK; (E) CLOCKWORK’S CONFIDENTIAL INFORMATION; AND (F) ALL MODIFICATIONS, ALTERATIONS, DERIVATIVE WORKS AND ENHANCEMENTS TO THE FOREGOING, AND ALL COPIES THEREOF.

2. **License.**

2.1 **LICENSE GRANT.** SUBJECT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE TIMELY PAYMENT TO CLOCKWORK OF THE SUBSCRIPTION FEES, CLOCKWORK HEREBY GRANTS CLIENT DURING THE TERM OF THE APPLICABLE SCHEDULE A LIMITED, NON-EXCLUSIVE, NON-SUBLICENSABLE AND NON-TRANSFERABLE LICENSE TO ACCESS AND USE THE SOFTWARE AND DOCUMENTATION VIA THE INTERNET SOLELY FOR PRODUCTION USE FOR UP TO THE ASSET COST OR THE ASSET INVENTORY SPECIFIED IN THE APPLICABLE SCHEDULE. CLIENT ACKNOWLEDGES AND AGREES THAT IT WILL NOT RECEIVE POSSESSION OF THE SOFTWARE OR THE DOCUMENTATION, BUT RATHER WILL ACCESS THE SOFTWARE AND DOCUMENTATION VIA THE INTERNET, AS HOSTED BY OR ON BEHALF OF CLOCKWORK. **[CLOCKWORK WILL PROVIDE CUSTOMER ACCESS TO THE SOFTWARE AND DOCUMENTATION BY ISSUANCE OF A CONFIDENTIAL SITE (I.P.) ADDRESS AND PASSWORDS TO CLIENT’S AUTHORIZED USERS. CLIENT IS RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF SUCH ADDRESS AND PASSWORDS AND ANY ACTIVITY THAT TRANSPIRES THROUGH THE USE OF SUCH ADDRESS OR PASSWORDS.]** THE RIGHTS GRANTED TO CLIENT PURSUANT TO ANY SCHEDULE SHALL TERMINATE UPON THE TERMINATION OR EXPIRATION OF THIS AGREEMENT OR THE APPLICABLE SCHEDULE FOR ANY REASON.

2.2 **RESTRICTIONS.** CLIENT ACKNOWLEDGES THAT THE LICENSE GRANTS SET FORTH IN THIS SECTION 2 DO NOT INCLUDE ANY RIGHT OR LICENSE WITH RESPECT TO THE SOURCE CODE FORM OF THE SOFTWARE. ALL RIGHTS IN THE SOFTWARE, DOCUMENTATION AND SERVICES NOT EXPRESSLY GRANTED TO CLIENT IN THIS AGREEMENT ARE HEREBY RESERVED TO CLOCKWORK AND ITS LICENSORS WITHOUT LIMITING THE FOREGOING, CLIENT AGREES THAT IT WILL NOT: (A) ACCESS OR USE ANY PORTION OF THE SOFTWARE OR DOCUMENTATION NOT EXPRESSLY LICENSED AND PAID FOR BY CLIENT; (B) CAUSE OR PERMIT DE-COMPILATION OR REVERSE ENGINEERING OR DISASSEMBLY OF ALL OR ANY PORTION OF THE SOFTWARE OR CREATE DERIVATIVE WORKS BASED ON THE SOFTWARE OR DOCUMENTATION, OR ANY PORTIONS THEREOF; (C) USE THE SOFTWARE OR DOCUMENTATION IN VIOLATION OF U.S . FEDERAL LAWS OR REGULATIONS, INCLUDING THE U.S. DEPARTMENT OF COMMERCE EXPORT ADMINISTRATION REGULATIONS; (D) USE, OR AUTHORIZE OR PERMIT ANY THIRD PARTY TO USE OR ACCESS, THE SOFTWARE OR DOCUMENTATION, EXCEPT AS EXPRESSLY PERMITTED HEREIN; (E) TRANSLATE, MODIFY OR TRANSMIT THE SOFTWARE OR DOCUMENTATION, EXCEPT AS EXPRESSLY PERMITTED HEREIN; (F) REPRODUCE OR COPY THE SOFTWARE OR DOCUMENTATION, OR ANY PORTION THEREOF, EXCEPT AS EXPRESSLY PERMITTED HEREIN, OR DELETE, FAIL TO REPRODUCE OR MODIFY ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER PROPRIETARY RIGHTS NOTICES WHICH APPEAR ON OR IN THE SOFTWARE OR DOCUMENTATION; OR (G) DIRECTLY OR INDIRECTLY MARKET, SELL, SUBLICENSE, RELICENSE, DISTRIBUTE, DISCLOSE, TRANSFER, USE, RENT OR LEASE THE SOFTWARE OR DOCUMENTATION, OR ANY PORTION THEREOF, FOR THIRD PARTY USE, THIRD PARTY TRAINING, FACILITIES MANAGEMENT OR TIME-SHARING, USE AS AN APPLICATION SERVICE PROVIDER, OR FOR SERVICE BUREAU USE.

3. **Services.**

3.1 **M&S Services.** Subject to the terms and conditions of this Agreement and the timely payment to Clockwork of the Subscription Fees through execution of GSA Purchase Order(s), Clockwork shall provide Client with the M&S Services described in the M&S Services Terms. Client will be responsible for providing Level 1 Support and Level 2 Support (as defined in the M&S Services Terms) to its end users in connection with their access and use of the Software. Clockwork shall provide Level 3 Support (as defined in the M&S Services Terms).

3.2 **System Availability.** Subject to the terms and conditions of this Agreement and the timely payment to Clockwork of the Subscription Fees pursuant to the underlying GSA Schedule Contract and any applicable GSA Purchase Order, Clockwork shall provide the Hosting Services and use commercially reasonable

efforts to ensure that the System is available for Client's access at least ninety five percent (95.0%) of the time, as measured on a monthly basis. System availability shall be measured according to the following formula: (a) the sum of (i) number of minutes in the month less (ii) the total number of minutes of System unavailability in the month, (b) divided by the number of minutes in the month. System unavailability commences at the time Client or Clockwork open a trouble ticket (whichever is first) regarding Client's inability to access the System and ending on Client's or Clockwork's confirmation that access to the System has been restored. The System availability percentage specifically excludes (i.e., it shall not be taken into consideration in measuring System unavailability): (1) scheduled System maintenance, (2) inability to access the System resulting from failure in the Internet backbone, the Client extranet, or networks not directly managed by Clockwork or its third party provider(s); (3) emergency maintenance; and (4) events of force majeure. Clockwork reserves the right to perform System maintenance as needed and, except in the event of emergency maintenance, will schedule such maintenance before or after 9 a.m. to 5 p.m. U.S. Central Time. Client acknowledges and agrees that the Hosting Services and System, or various aspects thereof, may be provided or maintained by third party service providers selected by Clockwork, at its sole discretion.

3.3 Professional Services. If requested and as available, Clockwork will provide Client with Professional Services pursuant to pursuant to the underlying GSA Schedule Contract and applicable GSA Purchase Order(s) and in accordance with the Professional Services Terms.

4. PRICES, ORDERING, PAYMENT.

4.1

4.2 INVOICING. CLIENT SHALL PAY TO CLOCKWORK ALL FEES, CHARGES AND EXPENSES DUE AND OWING PURSUANT TO THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT, SCHEDULE PRICE LIST, AND EXECUTED GSA PURCHASE ORDER; AND ALL PAYMENT OBLIGATIONS ARE NON-CANCELLABLE, NON-REFUNDABLE AND NON-CONTINGENT. CLIENT MAY NOT SET-OFF ANY AMOUNTS OWING TO CLIENT AGAINST ANY PAYMENTS OWING TO CLOCKWORK HEREUNDER. THE SUBSCRIPTION FEES SHALL BE PAID THROUGH EXECUTION OF A GSA PURCHASE ORDER IN ACCORDANCE WITH THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT.

4.3 TAXES AND DUTIES. NOTWITHSTANDING THE TERMS OF THE FEDERAL, STATE, AND LOCAL TAXES CLAUSE, THE CONTRACT PRICE EXCLUDES ALL STATE AND LOCAL TAXES LEVIED ON OR MEASURED BY THE CONTRACT OR SALES PRICE OF THE SERVICES OR COMPLETED SUPPLIES FURNISHED UNDER THIS CONTRACT. CLOCKWORKS SHALL STATE SEPARATELY ON ITS INVOICES, TAXES EXCLUDED FROM THE FEES, AND THE GSA CUSTOMER AGREES TO EITHER PAY THE AMOUNT OF THE TAXES (BASED ON THE CURRENT VALUE OF THE EQUIPMENT OR SERVICES) TO CONTRACTOR OR PROVIDE IT EVIDENCE NECESSARY TO SUSTAIN AN EXEMPTION, IN ACCORDANCE WITH FEDERAL ACQUISITION REGULATION (FAR) 52.229-1 AND FAR 52.229-

3.4.4 ORDERING PROCEDURE. IF CLIENT'S INTERNAL PROCEDURES REQUIRE THAT A PURCHASE ORDER BE ISSUED AS A PREREQUISITE TO PAYMENT OF ANY AMOUNTS DUE TO CLOCKWORK, IT WILL TIMELY ISSUE SUCH PURCHASE ORDER AND INFORM CLOCKWORK OF THE NUMBER AND AMOUNT THEREOF. 4.5 .

4.6 Audits. During the term of this Agreement and for a period of two (2) years thereafter, upon five (5) days prior written notice to Client, Clockwork may audit Client's use of the Software and Services and Client's compliance with the terms and conditions of this Agreement. Such audits shall occur during regular business hours and shall be conducted in a manner designed to limit disruption to Client's business. If the Clockwork's audit reveals any use in excess of the software licenses granted to the GSA Customer, the contractor will provide immediate notice to the GSA Customer of the alleged deficiency and provide the GSA Customer the opportunity to issue a Purchase Order for the number of licenses required to bring the GSA Customer into compliance under this Agreement.

5. WARRANTIES.

5.1 Software. Provided that Client notifies Clockwork of the non-conformance within the warranty period, Clockwork warrants that the Software, as delivered to Client, will perform substantially in

accordance with its Documentation for a period of ninety (90) days from the first delivery date of the Software, except to the extent any breach of the foregoing warranty is caused by: (a) Client's failure to be a compliant subscriber to M&S Services or Client's failure to install any Update whose installation would cure the non-conformance; (b) use of the Software other than in accordance with this Agreement and the Documentation; (c) any error, defect or non-conformance which cannot be reproduced; (d) modification of the Software by anyone other than Clockwork; or (e) third party hardware, software, databases or systems.

5.2 PROFESSIONAL SERVICES. CLOCKWORK WARRANTS THAT THE PROFESSIONAL SERVICES WILL BE PERFORMED IN A PROFESSIONAL AND WORKMAN-LIKE MANNER; PROVIDED THAT CLIENT NOTIFIES CLOCKWORK WITHIN THIRTY (30) DAYS OF PERFORMANCE OF THE PROFESSIONAL SERVICES THAT CLIENT BELIEVES WERE NOT PERFORMED AS WARRANTED. NO SPECIFIC RESULT FROM THE PROVISION OF SERVICES IS ASSURED OR GUARANTEED.

5.3 Remedies.

(a) For any breach of the warranties contained in Sections 5.1, Clockwork shall as Client's sole and exclusive remedy: (i) repair or replace the non-conforming Software after receiving notice from Client of such nonconformance within the warranty period; or (ii) in the event such repair or replacement is commercially impractical, refund the amount of Subscription Fees paid by Client for the non-conforming Software upon return of the Software to Clockwork and the execution of an amendment to this Agreement by Client pursuant to which the license for the portion of the Software for which Client is receiving a refund is terminated.

(b) For any breach of the warranties contained in Section 5.2, Clockwork shall as Client's sole and exclusive remedy: (i) re-perform the Professional Services which were not performed as warranted at no additional charge after receiving notice from Client of such nonconformance within thirty (30) days following the date such Service were performed; or (ii) in the event Clockwork is unable to re-perform such Professional Services after exercising commercially reasonable efforts to do so, refund the fees paid to Clockwork for the Professional Services which were not performed as warranted.

(c) Client acknowledges and agrees that it has made its own evaluation in deciding to license the Software. The warranties provided in this Agreement extend solely to Client and to no other person or entity whatsoever. Without limiting the foregoing, Clockwork is not responsible for (i) the accuracy, reliability, timeliness or completeness of Client's or any third party's data or other information transmitted, monitored, stored or received using the Software; or (ii) the results that may be obtained from use of the Software.

5.4 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, CLOCKWORK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT. CLOCKWORK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. CLOCKWORK DOES NOT WARRANT THAT THE SOFTWARE OR THE SERVICES ARE OR WILL BE ERROR-FREE OR THAT THE USE OR OPERATION OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR THAT ALL SOFTWARE ERRORS CAN OR WILL BE CORRECTED. CLIENT ACKNOWLEDGES AND AGREES (A) THAT IT HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN THIS SECTION 5; AND (B) THAT CLIENT HAS READ AND UNDERSTOOD SECTION 9, WHICH SETS FORTH CLOCKWORK'S MAXIMUM LIABILITY IN THE EVENT OF LOSS OR DAMAGE TO CLIENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

6. CONFIDENTIALITY.

6.1 CONFIDENTIALITY. EACH PARTY (THE "RECEIVING PARTY") ACKNOWLEDGES THAT IT WILL HAVE ACCESS TO CONFIDENTIAL INFORMATION AND TRADE SECRETS OF THE OTHER PARTY (THE "DISCLOSING PARTY"). FOR PURPOSES OF THIS AGREEMENT, "TRADE SECRETS" MEANS INFORMATION, WITHOUT REGARD TO FORM, WHICH: (A) DERIVES ECONOMIC VALUE, ACTUAL OR POTENTIAL, FROM NOT BEING GENERALLY KNOWN TO, AND NOT BEING READILY ASCERTAINABLE BY PROPER MEANS BY, OTHER PERSONS WHO CAN OBTAIN ECONOMIC VALUE FROM ITS DISCLOSURE OR USE; AND (B) IS THE SUBJECT OF EFFORTS THAT ARE REASONABLE

UNDER THE CIRCUMSTANCES TO MAINTAIN ITS SECRECY; AND “CONFIDENTIAL INFORMATION” MEANS INFORMATION, OTHER THAN TRADE SECRETS, THAT IS OF VALUE TO DISCLOSING PARTY AND IS TREATED AS CONFIDENTIAL. CLOCKWORK’S TRADE SECRETS AND CONFIDENTIAL INFORMATION INCLUDE, WITHOUT LIMITATION, THE SOFTWARE, OBJECT AND SOURCE CODE FOR THE SOFTWARE, AND ANY ASSOCIATED DOCUMENTATION AND OTHER DOCUMENTATION RELATING TO THE SOFTWARE; INFORMATION CONCERNING CLOCKWORK’S PLANS FOR SOFTWARE, FUNCTIONALITY, OR SERVICE OFFERINGS; BUSINESS POLICES AND PRACTICES; INFORMATION IDENTIFIED AS PROPRIETARY OR CONFIDENTIAL BY CLOCKWORK; ANY AGREEMENTS AND THE TERMS, CONDITIONS AND PRICING CONTAINED IN THIS AGREEMENT; INFORMATION RECEIVED FROM OTHERS THAT CLOCKWORK HAS AGREED TO KEEP CONFIDENTIAL OR NOT DISCLOSE; CLOCKWORK’S RESEARCH ACTIVITIES AND PLANS, MARKETING AND SALES PLANS, STRATEGIC PLANS, FORECASTS, PRICING AND PRICING STRATEGIES, METHODS OF OPERATION, INTERNAL CONTROLS, SECURITY PROCEDURES, AND CLIENT LISTS; UNPUBLISHED FINANCIAL INFORMATION; AND INFORMATION PRESENTED TO CLIENT IN FOCUS GROUPS, GUIDE GROUPS OR OTHER ADVISORY GROUPS SPONSORED BY CLOCKWORK OR ITS CLIENTS. THE RECEIVING PARTY AGREES TO USE THE TRADE SECRETS AND CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY SOLELY FOR PURPOSES OF PERFORMING ITS OBLIGATIONS OR EXERCISING ITS RIGHTS UNDER THIS AGREEMENT. THE RECEIVING PARTY AGREES TO DISCUSS THE TRADE SECRETS AND CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY ONLY WITH, AND TO TRANSMIT THE TRADE SECRETS AND CONFIDENTIAL INFORMATION ONLY TO, THOSE OFFICERS, EMPLOYEES AND CONSULTANTS OF THE RECEIVING PARTY WHO HAVE A NEED TO KNOW THE TRADE SECRETS OR CONFIDENTIAL INFORMATION FOR THE PURPOSES SET FORTH HEREIN AND WHO HAVE AGREED IN WRITING TO BE BOUND BY THE TERMS OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF ANY PREVIOUSLY EXECUTED CONFIDENTIALITY OR NONDISCLOSURE AGREEMENTS SHALL REMAIN IN EFFECT WITH RESPECT TO THE INFORMATION EXCHANGED THEREUNDER.

6.2 SECURITY PRECAUTIONS. THE RECEIVING PARTY SHALL TAKE COMMERCIALY REASONABLE SECURITY PRECAUTIONS TO PREVENT UNAUTHORIZED USE AND DISCLOSURE OF THE TRADE SECRETS AND CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY AND SHALL USE AT LEAST THE SAME DEGREE OF CARE THE RECEIVING PARTY EMPLOYS WITH RESPECT TO ITS OWN TRADE SECRETS AND CONFIDENTIAL INFORMATION, BUT IN NO EVENT LESS THAN A REASONABLE STANDARD OF CARE.

6.3 DURATION AND EXCEPTIONS. WITH REGARD TO CONFIDENTIAL INFORMATION, THE OBLIGATIONS IN THIS SECTION 6 SHALL CONTINUE FOR THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF FIVE YEARS THEREAFTER. WITH REGARD TO TRADE SECRETS, THE OBLIGATIONS IN THIS SECTION 6 SHALL CONTINUE FOR SO LONG AS SUCH INFORMATION CONSTITUTES A TRADE SECRET UNDER APPLICABLE LAW, BUT IN NO EVENT LESS THAN THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF FIVE (5) YEARS THEREAFTER. THE RECEIVING PARTY’S OBLIGATIONS WITH RESPECT TO TRADE SECRETS AND CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY SHALL NOT APPLY TO THE EXTENT SUCH TRADE SECRETS OR CONFIDENTIAL INFORMATION: (A) ARE PREVIOUSLY KNOWN TO THE RECEIVING PARTY WITHOUT RESTRICTION ON DISCLOSURE; (B) CEASE TO BE SECRET OR CONFIDENTIAL EXCEPT BY REASON OF A BREACH OF THIS AGREEMENT BY THE RECEIVING PARTY; (C) ARE INDEPENDENTLY DEVELOPED BY THE RECEIVING PARTY WITHOUT REFERENCE TO THE TRADE SECRETS OR CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY; OR (D) WERE RECEIVED FROM A THIRD PARTY WITHOUT OBLIGATIONS OF CONFIDENCE AND WITHOUT BREACH OF THIS AGREEMENT. IN ADDITION, THE RECEIVING PARTY MAY DISCLOSE TRADE SECRETS AND CONFIDENTIAL INFORMATION OF THE DISCLOSING PARTY TO THE EXTENT SUCH DISCLOSURE IS REQUIRED BY APPLICABLE LAW OR BY ANY GOVERNMENTAL AUTHORITY, PROVIDED THE RECEIVING PARTY NOTIFIES THE DISCLOSING PARTY, IF PERMITTED BY LAW, OF THE APPLICABLE LEGAL REQUIREMENTS BEFORE SUCH DISCLOSURE OCCURS SO AS TO ENABLE THE DISCLOSING PARTY TO OBTAIN SUCH PROTECTION AS MAY BE AVAILABLE TO PRESERVE THE CONFIDENTIALITY OF SUCH INFORMATION. CLOCKWORK RECOGNIZES THAT COURTS OF COMPETENT JURISDICTION MAY REQUIRE CERTAIN INFORMATION TO BE RELEASED DESPITE BEING CHARACTERIZED BY THE VENDOR AS “CONFIDENTIAL.” WHEN THE END USER IS AN INSTRUMENTALITY OF THE U.S. GOVERNMENT, NEITHER THIS EULA NOR THE SCHEDULE PRICE LIST SHALL BE DEEMED “CONFIDENTIAL INFORMATION” NOTWITHSTANDING MARKING TO THAT EFFECT.

6.4 USE OF THE INTERNET. THE PARTIES UNDERSTAND AND ACKNOWLEDGE THAT THE INTERNET AND COMMUNICATIONS OVER IT MAY NOT BE SECURE, AND THAT CONNECTING TO IT PROVIDES THE OPPORTUNITY FOR UNAUTHORIZED ACCESS TO COMPUTER SYSTEMS, NETWORKS, AND ALL DATA STORED THEREIN. THE INFORMATION AND DATA TRANSMITTED THROUGH THE INTERNET OR STORED ON ANY EQUIPMENT THROUGH WHICH INTERNET INFORMATION IS TRANSMITTED MAY NOT REMAIN CONFIDENTIAL AND NEITHER

PARTY MAKES ANY REPRESENTATION OR WARRANTY REGARDING PRIVACY, SECURITY, AUTHENTICITY, NON-CORRUPTION OR DESTRUCTION OF ANY SUCH INFORMATION. USE OF ANY INFORMATION TRANSMITTED OR OBTAINED OVER THE INTERNET IS AT EACH PARTY'S OWN RISK AND NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR ANY ADVERSE CONSEQUENCE OR LOSS WHATSOEVER FROM USE OF THE INTERNET.

7. Intellectual Property Rights.

7.1 CLOCKWORK'S INTELLECTUAL PROPERTY. CLOCKWORK (OR ITS LICENSORS) RETAINS TITLE TO THE SOFTWARE, AND ALL COPYRIGHT AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS TO ALL PORTIONS OF THE SOFTWARE, AND ALL MODIFICATIONS, ALTERATIONS, DERIVATIVE WORKS, AND ENHANCEMENTS THERETO, AND ALL COPIES THEREOF. CLIENT AGREES AT ALL TIMES TO KEEP THE SOFTWARE FREE OF ALL SECURITY INTERESTS, LIENS, ENCUMBRANCES, MORTGAGES AND CLAIMS WHATSOEVER, AND CLIENT AGREES THAT NEITHER IT NOR ANYONE AT ITS DIRECTION SHALL FILE A FINANCING STATEMENT, MORTGAGE, NOTICE OF LIEN, DEED OF TRUST, SECURITY AGREEMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CREATING OR GIVING NOTICE OF AN ENCUMBRANCE OR CHARGE AGAINST THE SOFTWARE. EXCEPT AS SPECIFIED HEREIN, CLIENT DOES NOT ACQUIRE ANY RIGHTS, EXPRESS OR IMPLIED, IN THE SOFTWARE, AND HAS NO RIGHT TO COMMERCIALIZE OR TRANSFER THE SOFTWARE, IN WHOLE OR IN PART, OR ANY MODIFICATIONS, ALTERATIONS, DERIVATIVE WORKS OR ENHANCEMENTS THERETO. NO LICENSE, RIGHT, OR INTEREST IN ANY CLOCKWORK TRADEMARK, TRADE NAME OR SERVICE MARK IS GRANTED PURSUANT TO THIS AGREEMENT. SUBJECT ONLY TO THE FOLLOWING, TITLE TO ALL WORK PRODUCT WILL AT ALL TIMES REMAIN THE SOLE AND EXCLUSIVE PROPERTY OF CLOCKWORK OR ITS LICENSORS; PROVIDED THAT CLOCKWORK SHALL NOT OBTAIN ANY OWNERSHIP RIGHTS IN ANY WORKS, CONFIDENTIAL INFORMATION, CLIENT DATA (AS DEFINED BELOW) AND OTHER MATERIALS PROVIDED BY, OR ON BEHALF OF, CLIENT. UPON REQUEST, CLIENT AGREES TO EXECUTE SUCH DOCUMENTS AS MAY BE REASONABLY REQUESTED BY CLOCKWORK TO SECURE CLOCKWORK'S RIGHTS IN AND TO THE FOREGOING. CLOCKWORK HEREBY GRANTS CLIENT A PERPETUAL, WORLDWIDE, ROYALTY FREE (SUBJECT ONLY TO THE FEES PROVIDED FOR IN A GSA PURCHASE ORDER FOR THE PROFESSIONAL SERVICES TERMS), IRREVOCABLE (EXCEPT AS OTHERWISE PROVIDED HEREIN), NON-EXCLUSIVE RIGHT AND LICENSE TO COPY, USE, MODIFY AND SUB-LICENSE ALL WORK PRODUCT, TO THE SAME EXTENT AS IF CLIENT WERE THE SOLE OWNER THEREOF, WITHOUT AN OBLIGATION TO ACCOUNT TO CLOCKWORK.

7.2 CLIENT DATA. CLIENT SHALL OWN ANY DATA, INFORMATION OR MATERIAL THAT IT PROVIDES WITH RESPECT TO THIS AGREEMENT ("CLIENT DATA"). CLIENT SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, TIMELINESS, APPROPRIATENESS, AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE ALL CLIENT DATA, AND CLOCKWORK SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE DELETION, CORRECTION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE CLIENT DATA FOR ANY REASON. IN THE EVENT THIS AGREEMENT IS TERMINATED, CLOCKWORK WILL MAKE AVAILABLE TO CLIENT A FILE OF THE CLIENT DATA IN ITS POSSESSION, IF ANY, WITHIN THIRTY (30) DAYS FOLLOWING CLIENT'S REQUEST; PROVIDED SUCH REQUEST IS MADE WITHIN THIRTY (30) DAYS FOLLOWING TERMINATION OF THE AGREEMENT.

7.3 Restricted Rights. The Software was developed at private expense, us commercial, and is published and copyrighted. Except as required by law or legal process, the Software may be transferred to the U.S. government only with the prior written consent of an officer of Clockwork and solely with Restricted Rights" as that term is defined in FAR 52.227-142) (or DFAR 252.227-7015 if the transfer is to a defense-related agency) or subsequent citation. If Client is an agency of the United States government or licensing the Software for operation on behalf of the United States government, the Software is licensed to Client with rights no greater than those set forth in Federal Acquisition Regulation 52.227-14 or DFARs 252.227-7015

IF THE CLIENT IS A DEFENSE-RELATED AGENCY OR SUBSEQUENT CITATION.

8. DEFENSE AND INDEMNIFICATION.

8.1 Limited Covenant to Defend. Clockwork will indemnify the GSA Customer if any third party claim is brought against Client in the United States to the extent that the claim, if true, would constitute an infringement or misappropriation by the Software of any registered, valid and subsisting patent or copyright recognized under the laws of the United States. Clockwork will be given an opportunity to intervene in any suit or claim filed against the GSA Customer, at its own expense, through counsel of its choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

(8.2) INJUNCTIONS OBTAINED BY THIRD PARTIES. IF A THIRD-PARTY INFRINGEMENT CLAIM, OF WHICH CLOCKWORK IS NOTIFIED IN ACCORDANCE WITH SECTION 8.1 (OR OF WHICH CLOCKWORK IS OTHERWISE AWARE OR BELIEVE IS LIKELY) RESULTS, OR IN CLOCKWORK'S OPINION IS LIKELY TO RESULT, IN AN INJUNCTION PROHIBITING CLIENT FROM CONTINUED USE OF THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM, THEN CLOCKWORK SHALL, IN ITS SOLE DISCRETION AND AT ITS EXPENSE: (A) PROCURE FOR CLIENT THE RIGHT TO CONTINUE TO USE THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM; (B) REPLACE OR MODIFY THE SOFTWARE THAT IS THE SUBJECT MATTER OF THE CLAIM TO MAKE IT NON-INFRINGEMENT, BUT, WHERE REASONABLY POSSIBLE, PRESERVING THE FUNCTIONALITY OF SUCH SOFTWARE; OR (C) TERMINATE THE LICENSE FOR THE INFRINGING SOFTWARE, AND RETURN A PRORATED PORTION OF THE SUBSCRIPTION FEES PAID BY CLIENT FOR THE INFRINGING SOFTWARE, PRORATED OVER A THREE (3) YEAR TERM FROM THE EFFECTIVE DATE OF THE APPLICABLE SCHEDULE.

8.3 EXCEPTIONS TO DUTIES TO DEFEND AND INDEMNIFY. NOTWITHSTANDING ANY OTHER PROVISIONS HEREOF, CLOCKWORK SHALL HAVE NO OBLIGATION TO INDEMNIFY OR DEFEND CLIENT FOR ANY THIRD PARTY CLAIM PURSUANT TO THIS SECTION 8, NOR BE REQUIRED TO PAY LOSSES, DAMAGES OR EXPENSES UNDER THIS SECTION 8, IF THE CLAIM ARISES OUT OF, IN WHOLE OR IN PART: (A) A MODIFICATION OF THE SOFTWARE BY ANYONE OTHER THAN CLOCKWORK; (B) USE OF THE SOFTWARE OTHER THAN IN ACCORDANCE WITH THE DOCUMENTATION OR THE TERMS OF THIS AGREEMENT; (C) USE OF A RELEASE OF THE SOFTWARE WITHOUT HAVING IMPLEMENTED UPDATES, THE USE OF WHICH WOULD HAVE CURED THE ALLEGED INFRINGEMENT; (D) USE OF THE SOFTWARE IN COMBINATION WITH ANY THIRD PARTY HARDWARE, SOFTWARE, DATABASE OR MATERIALS WHERE, ABSENT SUCH COMBINATION, THE SOFTWARE WOULD NOT BE INFRINGING; OR (E) CLIENT'S NEGLIGENCE OR WILLFUL MISCONDUCT.

8.4 Sole Obligation. This Section 8 states Clockwork's sole obligation, and Client's sole and exclusive remedy, with respect to infringement of proprietary and intellectual property rights.

9. LIMITATION ON LIABILITY.

9.1 EXCLUSION OF DAMAGES. IN NO EVENT SHALL CLOCKWORK OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, OR COMPUTER FAILURE, DELAY OR MALFUNCTION), EVEN IF CLOCKWORK HAS BEEN ADVISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

9.2 LIMITATION OF LIABILITY. CLOCKWORK TOTAL AGGREGATE LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY AND ALL CLAIMS AND DAMAGES ARISING FROM OR OUT OF THIS AGREEMENT (WHETHER ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) SHALL IN NO EVENT EXCEED THE SUBSCRIPTION FEES PAID BY CLIENT TO CLOCKWORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DAY THE ACT OR OMISSION OCCURRED THAT GAVE RISE TO CLIENT'S FIRST CLAIM.

9.3 EXCEPTIONS-

The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Clockwork's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10. TERM AND TERMINATION.

10.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with the provisions herein. Unless otherwise set forth therein, the initial term of each Schedule shall be for five (5) years, commencing on the applicable Schedule Effective Date, and shall, unless terminated earlier as provided for herein.

10.2 Termination by Clockwork. When the end user is an instrumentality of the U.S., recourse against the U.S. for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The

Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. .

10.3 Termination by Client. Client may terminate a Schedule upon written notice to Clockwork if Clockwork materially breaches the applicable Schedule and fails to cure such material breach within thirty (30) days following receipt of written notice such material breach from Customer.

10.4

10.5

Sections 1, 4.3, 4.6, 5.4, 6, 7, 8.4, 9, 10.6, 11 and 12 shall survive any termination of this Agreement in accordance with their respective terms. In the event of any termination hereunder, Client shall not be entitled to any refund of any payments made by Client.

11. DISPUTE RESOLUTION; GOVERNING LAW.

UNITED STATES FEDERAL LAW SHALL GOVERN THIS AGREEMENT. VENUE IS MANDATED BY APPLICABLE FEDERAL LAW. 12. MISCELLANEOUS.

12.1 FORCE MAJEURE. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY RESULTING FROM ANY EVENT BEYOND SUCH PARTY'S REASONABLE CONTROL, AND DELIVERY AND PERFORMANCE DATES WILL BE EXTENDED TO THE EXTENT OF ANY DELAYS RESULTING FROM ANY SUCH EVENT. EACH PARTY WILL PROMPTLY NOTIFY THE OTHER UPON BECOMING AWARE THAT ANY SUCH EVENT HAS OCCURRED OR IS LIKELY TO OCCUR AND WILL USE COMMERCIALY REASONABLE EFFORTS TO MINIMIZE ANY RESULTING DELAY IN OR INTERFERENCE WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

12.2 ASSIGNMENT. CLIENT SHALL ASSIGN, TRANSFER, OR OTHERWISE DELEGATE ANY OF ITS RIGHTS, DUTIES, OR OBLIGATIONS UNDER THIS AGREEMENT IN WHOLE OR IN PART TO ANY ENTITY WITHOUT PRIOR WRITTEN CONSENT FROM CLOCKWORK, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD, AND ANY ATTEMPTED ASSIGNMENT (WHETHER BY OPERATION OF LAW OR OTHERWISE) SHALL BE VOID. ASSIGNMENT OF THE RIGHTS, DUTIES, OR OBLIGATIONS OF THE AGREEMENT OWED BY CLOCKWORK TO THE GSA CUSTOMER IS SUBJECT TO APPLICABLE FAR PROVISIONS AND CLAUSES. THIS AGREEMENT SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR SUCCESSORS AND PERMITTED ASSIGNS.

12.3 INDEPENDENT CONTRACTORS. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE AN AGENCY, JOINT VENTURE, PARTNERSHIP OR OTHER FORM OF BUSINESS ASSOCIATION BETWEEN THE PARTIES. NEITHER PARTY HAS THE RIGHT OR AUTHORITY TO MAKE ANY CONTRACT, REPRESENTATION OR BINDING PROMISE OF ANY NATURE ON BEHALF OF THE OTHER PARTY, AND NEITHER PARTY SHALL HOLD ITSELF OUT AS HAVING SUCH RIGHT OR AUTHORITY.

12.4 NO WAIVER. THE FAILURE ON THE PART OF EITHER PARTY TO EXERCISE ANY RIGHT OR REMEDY HEREUNDER WILL NOT OPERATE AS FURTHER WAIVER OF SUCH RIGHT OR REMEDY IN THE FUTURE OR ANY OTHER RIGHT OR REMEDY.

12.5 HEADINGS. THE HEADINGS IN THIS AGREEMENT ARE FOR PURPOSES OF REFERENCE ONLY AND ARE NOT INTENDED TO AFFECT THE MEANING OR INTERPRETATION OF THIS AGREEMENT.

12.6 SEVERABILITY. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT IS HELD INVALID OR UNENFORCEABLE IN ANY CIRCUMSTANCES BY A COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THIS AGREEMENT, AND THE APPLICATION OF SUCH PROVISION IN ANY OTHER CIRCUMSTANCES, WILL NOT BE AFFECTED THEREBY.

12.7 COUNTERPARTS. THIS AGREEMENT MAY BE EXECUTED IN DUPLICATE AND EITHER COPY OR BOTH COPIES ARE CONSIDERED ORIGINALS.

12.8 Notices. All official notices required or permitted hereunder shall be in writing and shall be delivered personally or sent by certified, registered mail or next day express mail or courier, postage prepaid. Any such notice shall be deemed given (a) when so delivered personally; (b) the day after, when sent by next day express mail or courier; or (c) three (3) days after, when sent by certified or registered mail, as follows:

(i) If to Client, to it at:

(ii) If to Clockwork, to it at:
Clockwork Solutions, LLC
Attention: Joe Berti
Las Cimas III, Suite 100
805 Las Cimas Parkway
Austin, Texas 78746

IN ADDITION, ROUTINE NOTICES, CONSENTS AND APPROVALS GIVEN UNDER THIS AGREEMENT MAY BE DELIVERED IN WRITING AS PROVIDED ABOVE OR THROUGH ELECTRONIC MAIL OR OTHER ELECTRONIC RECORD ADDRESSED TO THE PARTIES IDENTIFIED HEREIN.

12.9 NON-EXCLUSIVITY. CLOCKWORK SHALL NOT BE LIMITED OR PRECLUDED IN ANY WAY FROM PROVIDING SOFTWARE OR SERVICES OF ANY KIND TO ANY ENTITY AS IT, IN ITS SOLE DISCRETION, DEEMS APPROPRIATE.

12.10 NO THIRD PARTY BENEFICIARIES. THIS AGREEMENT IS MADE AND ENTERED INTO FOR THE SOLE PROTECTION AND BENEFIT OF THE PARTIES HERETO, AND NO OTHER PERSON OR ENTITY SHALL BE A DIRECT OR INDIRECT BENEFICIARY OF, OR SHALL HAVE ANY DIRECT OR INDIRECT CAUSE OF ACTION OR CLAIM IN CONNECTION WITH, THIS AGREEMENT.

12.11 NON-SOLICITATION. NEITHER PARTY, DIRECTLY OR INDIRECTLY, SHALL HIRE OR SOLICIT FOR EMPLOYMENT (INCLUDING FOR EMPLOYMENT BY A PARENT OR SUBSIDIARY) ANY EMPLOYEE OF THE OTHER WITH WHOM THE PARTY HAS SIGNIFICANT CONTACTS ARISING OUT OF THIS AGREEMENT OR THE PROVIDING OF SERVICES HEREUNDER DURING THE TERM OF THIS AGREEMENT AND FOR A PERIOD OF ONE (1) YEAR THEREAFTER.

12.13 Entire Agreement. This Agreement together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Order(s). This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Master Software License and Services Agreement and to bind their respective party hereto.

CLIENT

CLOCKWORK SOLUTIONS, LLC

Authorized Signature

Authorized Signature

Printed Name and Title
Date: _____

Printed Name and Title
Date: _____

EXHIBIT A

M&S Services Terms

These M&S Services Terms are hereby annexed to and made a part of the Agreement.

1. Definitions.

(a) “Designated Employees” means up to two (2) employees within Client’s organization who have been trained in the use and functionality of the Software and are conversant with the operation of the System.

(b) “Error” means a reproducible failure of the standard, unmodified Software to comply in a material respect with the applicable specifications set forth in the Documentation.

(c) “Fix” means a Workaround or the repair or replacement of object or executable code versions of Software to remedy an Error.

(d) “Level 1 Support” means day-to-day support given directly to end-users via a telephone hotline or a support website. Level 1 support personnel shall be available to: (i) answer questions from and provide instruction and guidance to end-users regarding the operation, features and functionality of the Software, (ii) receive and document questions, comments or complaints from end-users regarding possible problems with the Software, (iii) assist the end-users with preliminary problem diagnosis and, if possible, remediation or resolution, and (iv) if appropriate, contact Level 2 Support personnel for escalated technical support.

(e) “Level 2 Support” means advanced problem resolution in response to problems that cannot be remedied or resolved by Level 1 Support personnel. Remediation or resolution by Level 2 Support personnel may involve Software reconfiguration or instructing the end-user in proper installation and usage of the Software. Any Errors or other problems that cannot be remedied or resolved by Level 2 Support personnel, including Software problems that Level 2 Support personnel believe may constitute an Error, shall be documented by Level 2 Support personnel and reported to Level 3 Support personnel for escalated technical support.

(f) “Level 3 Support” means advanced problem resolution in response to significant problems relating to the Software that cannot be remedied or resolved by Level 2 Support personnel, usually requiring modification to the source code for the Software.

(g) “Priority 1 Error” means an Error in the Software that causes substantial downtime of the Software, or which causes substantial data corruption, or which otherwise renders the Software unusable. Errors given this priority have no viable Workaround.

(h) “Priority 2 Error” means an Error in the Software that results in the loss of critical functionality of the Software, but for which a Workaround is available; or non-critical functionality or interface issues for which there is no Workaround.

(i) “Priority 3 Error” means an Error in the Software that can be avoided or detoured with reasonable effort, general questions regarding the Software, Software enhancement requests, or Errors in Documentation.

(j) “Workaround” means a change in the procedures followed or that Clockwork supplies to avoid an Error without substantially impairing Client’s use of the Software. A Workaround may be either temporary or permanent in nature.

2. M&S. M&S Services are provided to Client from 8:00 A.M. to 5:00 P.M. U.S. Central Time, Monday through Friday, excluding banking holidays and other Clockwork observed holidays. M&S Services include:

- (a) Level 3 Support to the Designated Employees for the Software;
- (b) Fixes and Updates;
- (c) Maintenance releases;

- (d) Documentation updates;
- (e) E-mail and telephone support to the Designated Employees at support@clockwork-solutions.com or the technical support phone number found at <http://www.clockwork-solutions.com>; and
- (f) Case tracking and escalation.

3. Exclusions.

- (a) Clockwork shall have no obligation to provide M&S Services for:
 - (i) Level 1 Support and Level 2 Support for the Software;
 - (ii) Computer-related problems not reasonably caused directly by Errors in the Software;
 - (iii) Maintenance and support for Client's computer-related hardware and Client's operating environment, or Errors resulting from Client's hardware or operating environment malfunction;
 - (iv) Any on-site support;
 - (v) Software that is altered, damaged or modified by anyone other than Clockwork, or any portion of the Software that is incorporated with or into other software except by Clockwork;
 - (vi) Software problems caused by changes requested by Client to the System environment following acceptance or Production Use of the of the Software;
 - (vii) Software problems caused by Client's use of the Software other than as specified in the Documentation, including without limitation, use of the Software for other than the specific purpose for which it is licensed;
 - (viii) Errors caused by Client's negligence or fault;
 - (ix) Errors that cannot be reproduced by Clockwork;
 - (x) Errors that do not measurably impair or affect the operation or use of the maintained Software;
 - (xi) Debugging or correcting problems in non-Clockwork software, or in combinations of Software supported by Clockwork and non-supported software products where the problem occurs in the non-Clockwork software product;
 - (xii) Consulting, implementation, integration, support to Custom Software, or training services that may be necessary to support Fixes, Updates, maintenance releases or product revisions;
 - (xiii) Software installed on any computer hardware that is not recommended by Clockwork or any computer or workstation not strictly complying with specifications listed in the applicable Documentation;
 - (xiv) If the Subscription Fees have not been paid in a timely manner;
 - (xv) Any Software other than the current version of the Software; or
 - (xvi) Responsibility for changes to or replacement of any Client hardware that may be necessary to use Software due to a Workaround, Fix or Update.
- (b) In the event a reported problem is outside of the scope of M&S Services, subject to Clockwork's consent, Client may elect to retain Clockwork's technical M&S Services staff work on the problem. Upon Client's request, an estimate of the cost of the out-of-scope services, based upon the rates established in the underlying GSA Schedule Contract and GSA Schedule Price List, will be prepared and delivered to Client for Client's review. Client then has the opportunity to execute a GSA Purchase Order for the additional technical services.
- (c) Clockwork has no obligation to release any Updates during any Contract Year pursuant to a development roadmap.
- (d) All M&S Services are provided in English.

4. Client Responsibilities.

(a) Client shall report all suspected Errors through the Designated Employees to Clockwork's technical M&S Services staff. Reports will include, at a minimum, (i) the information required for Clockwork to reproduce the suspected Error, and (ii) the Designated Employee's name and telephone or email data. An operational script may be sufficient if the problem is not of a software language nature.

(b) Client shall assist Clockwork in Clockwork's efforts to resolve confirmed Errors reported by Client.

(c) Only the Designated Employees may request M&S Services. Client shall answer its end users' support questions.

(d) Client shall ensure that any communications or documentation distributed by it to its end users clearly and conspicuously states that end users should call Client for technical support for the Software. Clockwork will have no obligation to furnish any assistance, information or documentation directly to end users. If Clockwork's technical M&S Services staff are being contacted by Client's end users then, upon Clockwork request, Client shall cooperate to stop such contact. (e) In certain situations, detailed information regarding Client's system environment may be necessary to affect a timely resolution. In these situations, and other integration/gateway related issues, Clockwork may require, in addition to the Designated Employees, the involvement of Client's information technology staff to provide the information necessary to assist in problem resolution. Client shall make such staff available to Clockwork in a timely manner.

(f) In situations involving Software outputs or other functionality, Clockwork may be required to review source data and system configurations in order to affect a Fix. Remote access to Client's operating environment is the preferred method to accomplish this. If Client is unable to provide Clockwork with remote access, Client agrees to make provisions to transfer configuration and planning data to Clockwork.

5. Requesting M&S Services. If Client experiences a problem, Client shall first refer to the Documentation and on-line help for possible solutions and suggestions. If Client is unable to resolve the problem, one of the Designated Employees may initiate support from Clockwork's technical M&S Services staff.

6. Technical Support Process.

(a) All M&S Services calls will be forwarded to Clockwork's trained and qualified technical M&S Services staff for problem resolution. Clockwork shall determine, at its discretion, based on availability of staff and experience, whether to allocate Client's M&S Services request to a named individual. In order to ensure continuity of service and professional call handling, Clockwork's shall undertake reasonable efforts not to reassign M&S Services personnel once they have been assigned to resolving a particular problem.

(b) Clockwork's technical M&S Services staff shall be responsible for the following activities:

- (i) Confirm Client's eligibility for M&S Services;
- (ii) Provide M&S Services to Client, when appropriate;
- (iii) Add or change Client's contacts in Clockwork's tracking system;
- (iv) Document case details and log in the tracking system;
- (v) Determine the nature of the problem;
- (vi) Determine case priority and Error classification;
- (vii) Advise Client of how the case shall be handled, and timeframes expected;
- (viii) Research and test possible solutions;
- (ix) Work with internal resources, as necessary, to ensure Error resolution;
- (x) Provide status reports to Client;
- (xi) Ensure that the Updates are properly installed and functioning; and
- (xii) Close the case.

7. Case Prioritization and Escalation.

(a) Clockwork shall use commercially reasonable efforts to resolve Errors by providing a Workaround, a Fix, or a specific action plan for how Clockwork will address the Error, and an estimate of how long it will take to rectify the Error.

(b) Clockwork shall assign a priority level to a problem upon initiation of the case. Estimated maximum resolution times are either the default estimate for similar cases as depicted in the table below or an estimated time agreed to by a Designated Employee and Clockwork’s technical M&S Services staff.

(c) Case priority levels and associated estimated resolution times are as depicted herein:

Priority Level	Initial Response	Estimated Maximum Resolution Time
Priority 1 Error	1 business hour	4 business hours*
Priority 2 Error	2 business hours	Next maintenance release
Priority 3 Error	4 business hours	Next Product Release

* Reflects the estimated maximum resolution time, working on a diligent efforts basis, after the Error is reproduced, to return Client to production status, but does not include total administrative time required for a new code release to be at “general availability” status.

EXHIBIT B

Professional Services Terms

These Professional Services Terms are hereby annexed to and made a part of the Agreement. .

1. Professional Services. Upon request by Client, Clockwork will provide consultants to perform the Professional Services identified in any mutually agreed upon Purchase Orders executed by the GSA Client more fully describing the project assumptions, specifications, scope, work plan, responsibilities, duration and fees for such Professional Services, which Purchase Order shall reference the Agreement and be sequentially numbered. Any material modifications to a Purchase Order (including without limitation modifications to the fees, specifications or work plan) shall be made by written change order, in Clockwork's standard form, executed by both parties to this Agreement (a "Change Order"). Each Change Order complying with this Section shall be deemed to be an amendment to the applicable Purchase Order to which it applies and shall become a part thereof.
2. Cooperation. All Professional Services will be coordinated with the designated Client representative, as identified in each Purchase Order. Client shall cooperate and provide information as is reasonably necessary or desirable for the timely completion of the Professional Services. Client shall at all times make available its functional and/or information technology personnel as reasonably required or desirable for Clockwork to perform the Professional Services, and Client shall timely fulfill its obligations and responsibilities set forth in each Purchase Order. To the extent required or as specified in any Purchase Order, Client shall provide Clockwork with access to its facilities, software, systems, data, information and support materials to perform the Professional Services. Client acknowledges that Clockwork's performance hereunder is contingent on Client's timely and effective performance of Client's responsibilities and Client's timely decisions and approvals.
3. Project Control. . Clockwork will endeavor to honor a request for a specific consultant, subject to staffing or scheduling considerations; provided, however, Clockwork reserves the right to determine the assignment of its personnel. Clockwork may subcontract all or a portion of the Professional Services to a qualified third party. In recognition that Clockwork personnel may perform similar services for third parties, this Agreement shall not prevent Clockwork from providing services or developing materials that may be perceived as competitive with those developed or provided hereunder, subject to the confidentiality provisions of the Agreement.

SCHEDULE NUMBER _____
TO THE
MASTER SOFTWARE SUBSCRIPTION AGREEMENT

This independent Schedule Number ____ (“Schedule”) to the Master Software Subscription Agreement is made as of _____, 201_ (“Schedule Effective Date”), by and between Clockwork Solutions, LLC (“Clockwork”) and _____ (“Client”). This Schedule is part of the Master Software Subscription Agreement between the parties dated _____, 201_ (“Agreement”). Capitalized terms used and not otherwise defined in this Schedule shall have the respective meanings set forth in the Agreement.

DESCRIPTION OF THE SOFTWARE [SPECIFY VERSIONS]	Initial Schedule Term	Subscription Fees per Contract Year (during the initial Schedule term)	Total Subscription Fees ¹ (during the initial Schedule term)
_____ Software, Version ____	5 Years	\$_____	\$_____
_____ Software, Version ____	5 Years	\$_____	\$_____
[Other], Version ____	5 Years	\$_____	\$_____
SUBTOTAL OF SUBSCRIPTION FEES:		\$_____	\$_____
Initial Implementation Fees			\$_____
TOTAL INITIAL FEES:			\$_____

- Schedule term:** 5 Years following the Schedule Effective Date
- Incremental Fees.** [Please select the appropriate wording below]. The initial Subscription Fee set forth above in this Schedule for the [____] Software is based on Client’s use of the [____] Software to manage Client’s [Asset Cost with a value not to exceed \$____]/[or]/[Asset Inventory for up to _____ components or parts]. Client must obtain Clockwork’s prior written consent for use of the [____] Software in excess of such limitations **Separate Agreement.** Clockwork may provide Professional Services regarding the Software licensed hereunder pursuant to a GSA Purchase Order to the Professional Services Terms executed between the parties. Client understands and agrees that such Professional Services and associated Purchase Orders that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software.
- The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party hereto.

ACCEPTED BY:
CLIENT

ACCEPTED BY:
CLOCKWORK SOLUTIONS, LLC

 Authorized Signature

 Authorized Signature

 Printed Name and Title

 Printed Name and Title

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least one week (five business days) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within thirty (30) days from the original course date, at contractor's facilities, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least one week (five business days) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The ordering activity may contract for a period of telephone support or online support. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide electronic materials (i.e., manuals, handbooks, texts, etc.) normally used for course offerings. Such documentation will become the property of the student upon completion of the training class.

b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

SIN 132-50 Clockwork Training:

TRNG101 Training is \$6,347.61 per student, 5 student minimum. Volume discounts apply.

Training is performed at Clockwork facilities in Austin, TX. IT equipment is provided.

Instructor Led Training includes: Training session four (4) days of instruction on Clockwork’s predictive analysis methods and software. Designed for users of Clockwork’s products focused on delivering EAM for capital intensive assets. Class sessions are held at a training facility in Austin, Texas. Instructors will be experienced Clockwork Solutions staff. Five (5) student minimum. Volume discounts apply. Travel and Expense (T&E) not included. Clockwork shall provide electronic training material.

DS001	Introduction to DESIGN Pro®	<p>Basic course - provides the student with an introduction to the DESIGN Pro® methodology and its underlying mathematics, and instruction in using DESIGN Pro® to model real-world system life cycle management problems. An introduction to DESIGN Pro® and the math concept, then some discussions on the project under development.</p> <p><i>*Class sessions may be held at a training facility in Austin, Texas, or at the customer site. Instructors will be experienced Clockwork Solutions staff.</i></p>
DS002	Advanced DESIGN Pro® Training	<p>Training includes session at customer or Clockwork facility, combining a direct project approach with training of experienced modelers. The class is targeted at technical professionals responsible for analyzing and optimizing performance and logistic resources to support capital-intensive systems. It will feature examples from the defense, chemical, power, and telecommunication industries.</p> <p>Comprehensive work on problems addressed in the project and in depth DESIGN Pro® methodology and features.</p> <p><i>*Class sessions may be held at a training facility in Austin, Texas, or at the customer site. Instructors will be experienced Clockwork Solutions staff.</i></p>
DM001	Introduction to DEMAND Pro®	<p>Clockworks Solutions' DEMAND Pro® simulation model was specifically designed to support life-cycle simulation-based logistics impact forecasting for new and aging weapons system fleets.</p> <p>An introduction to DEMAND Pro® and the math concept, then some discussions on the project under development.</p> <p><i>*Class sessions may be held at a training facility in Austin, Texas, or at the customer site. Instructors will be experienced Clockwork Solutions staff.</i></p>
DM002	Advanced DEMAND Pro® Training	<p>The class is targeted at technical professionals responsible for analyzing and optimizing performance and logistic resources to support capital-intensive systems in the defense sector.</p> <p>Comprehensive work on problems addressed in the project and in depth DEMAND Pro® methodology and features.</p> <p><i>*Class sessions may be held at a training facility in Austin, Texas, or at the customer site. Instructors will be experienced Clockwork Solutions staff.</i></p>

9. “NO CHARGE” TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

Not applicable.

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

1. SCOPE

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

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

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

6. INSPECTION OF SERVICES

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

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

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

11. INVOICES

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

12. PAYMENTS

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

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

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

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

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

0001 Data Scientist I

The Data Scientist is a uniquely qualified analytical problem solver with highly specialized technical skills involving development of new methods to solve problems, modeling and simulation of client operations, visualization and analysis, cost & risk evaluation, expert understanding of data requirements, fluent in software scripting, and in-depth knowledge operations research methods. Knowledge of software scripting, simulation-based modeling and analysis expertise is required.

The Data Scientist delivers big data management for business intelligence solutions driven by predictive modeling. The Data Scientist carries out simulation-based predictive analyses to investigate intrinsic system complexity in time dependent processes including equipment aging, system-wide interactions and the dynamic effects of operations and maintenance. The Data Scientists demonstrate expertise in statistics, reliability, discrete-event simulation, big data management, data mining and related technical skills to turn raw data into clear insights.

The Data Scientist delivers expertise and proven knowledge of Clockwork predictive platforms, technology, modeling, and analysis. The Data Scientist delivers analysis services and products in collaboration with Lead Data Scientists and Principal Data Scientists and under the direction of an Engagement Manager.

Qualifications: BS/BA 2 years, MS, PhD; degree in Operations Research, Industrial Engineering, or closely related scientific or technical discipline is preferred. Depth of knowledge and experience in mathematical modeling, statistical analysis along with computer science expertise is required. Understanding of design principles and business strategy required.

0002 Data Scientist II

The Data Scientist II is a uniquely qualified, experienced analytical problem solver with highly specialized technical skills involving development of new methods to solve problems, modeling and simulation of client operations, visualization and analysis, cost & risk evaluation, expert understanding of data requirements, fluent in software scripting, and in-depth knowledge operations research

methods. In-depth knowledge of software scripting, simulation-based modeling and analysis expertise is required.

The Data Scientist II oversees big data management for business intelligence solutions driven by predictive modeling. The Data Scientist II leads simulation-based predictive analyses to investigate intrinsic system complexity in time dependent processes including equipment aging, system-wide interactions and the dynamic effects of operations and maintenance.

The Data Scientist II delivers expertise and deep knowledge of Clockwork predictive platforms, technology, modeling, and analysis. The Lead Data Scientist oversees the delivery of analysis services and products in collaboration with other Data Scientists and under the direction of an Engagement Manager.

Qualifications: BS/BA 6 years, MS 4 years, PhD 2 years; degree in Operations Research, Industrial Engineering, or closely related scientific or technical discipline is preferred.

0003 Data Scientist III

The Data Scientist III is a rare and uniquely qualified, experienced analytical problem solver with highly specialized technical skills involving development of new methods to solve problems, modeling and simulation of client operations, visualization and analysis, cost & risk evaluation, expert understanding of data requirements, fluent in software scripting, and in-depth knowledge operations research methods. Demonstrated experience in statistical analysis, data management, and model scripting. Exceptional knowledge of software scripting, simulation-based modeling and analysis expertise is required.

The Data Scientist III designs new technical approaches for big data management for business intelligence solutions driven by predictive modeling. The Data Scientist III develops and applies simulation-based predictive analyses to investigate intrinsic system complexity in time dependent processes including equipment aging, system-wide interactions and the dynamic effects of operations and maintenance.

The Data Scientist III delivers expertise and exceptional knowledge of Clockwork predictive platforms, technology, modeling, and analysis. The Data Scientist III directs the delivery of analysis services and products in collaboration with other Data Scientists and under the direction of an Engagement Manager.

Qualifications: BS/BA 10 years, MS 8 years, PHD 6 years; degree in Operations Research, Industrial Engineering, or closely related scientific or technical discipline is preferred.

0004 Project Leader I

Duties: Serves as the project lead for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Customer's Representative, management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

Qualifications: BS/BA 12years, MS 10 years, PHD 8 years; experience in directing large analysis efforts in defense acquisition and sustainment programs. This individual must have completed a full four year course of study in an accredited college or university leading to a bachelors or higher degree in acquisition, logistics, business, management, engineering, science or the appropriate field

of expertise relative to the task as stated in the task order. *[An advanced degree combined with the task order related experience may be used in lieu of the above stated degree curriculum requirements.]*

0005 Project Leader II

Duties: Serves as the project manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Customer's Representative, management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

Qualifications: BS/BA 15 years, MS 12 years, PHD 10 years; experience in directing large analysis efforts in defense acquisition and sustainment programs. *[An advanced degree combined with the task order related experience may be used in lieu of the above stated degree curriculum requirements.]*

0006 System Analyst I

The Systems Analyst I requires experience and the ability to perform detailed and complex calculations plus knowledge of practices/principles necessary to assess advanced systems concepts, assess specifications and perform system integration. A knowledge of SPAR-based technology modeling and analysis expertise is required.

Qualifications: BS/BA 2years, MS 0 years, PHD 0 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline is preferred.

0007 System Analyst II

The Systems Analyst II provides 2nd level support and is responsible for formulation of the opinions, decisions and ultimate performance of the task specified in the statement of work contained in the task order. This labor category requires experience and the ability to perform detailed and complex calculations plus knowledge of practices/principles necessary to assess advanced systems concepts, assess specifications and perform system integration. The systems analyst II provides SPAR-based technology modeling and analysis expertise.

Qualifications: BS/BA 8 years, MS 6 years, PHD 4 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline is preferred.

0008 Programmer I

The Programmer I is responsible for technical programming specifications identification, and development on projects. Provides programming support to the client and ensures adherence to plans and schedules to achieve quality production of deliverables. The Programmer I has specific SPAR technology knowledge that allows for flexible development of client specific modules that interface with the core technology.

Qualifications: BS/BA 2years, MS 0 years, PHD 0 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline is preferred.

0009 Programmer II

The Programmer II is responsible for high level technical programming specifications identification, and development on projects. Provides expert programming support to the client and ensures adherence to plans and schedules to achieve quality production of deliverables. Responsible for quality control aspect of the assigned tasks. The Programmer II is a Subject Matter Expert with regards to SPAR technology that allows for flexible development of client specific modules that interface with the core technology.

Qualifications: BS/BA 8 years, MS 6 years, PHD 4 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline is preferred.

0010 IT Architect I

Holds primary responsibility for evaluating, understanding and designing the enterprise integration aspects of incorporating SPAR-based technologies into client decision support enterprise environments. Provides technical expertise in the use of Database Management System (DBMS). Evaluates and recommends available DBMS products to support user requirements. Defines database organization, table design parameters and security procedures for specific user applications. Leads the development of World Wide Web (WWW) information services, software targeted for WWW applications. Develops ASP and HTML pages and integration with DBMS, where required. Suggests and uses web development tools, available commercially. Responsible for the design and implementation of LAN/WANs using hub and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Provides technical support to the client and ensures adherence to plans and schedules to achieve quality production of deliverables. Provides direct supervision of assigned staff and is responsible for quality control. Recommends network design changes/enhancements for improved system availability and performance. Assesses computer systems with emphasis on machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Defines specifications and prepares functional requirements for hardware acquisitions. Identifies problems and develops solutions to satisfy the user's requirements. Qualifications: BS/BA 8 years, MS 6 years, PHD 4 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline; and experience working in an Information Technology Field.

0011 IT Architect II

Holds primary responsibility for evaluating, understanding and designing the enterprise integration aspects of incorporating SPAR-based technologies into client decision support enterprise environments. Provides technical expertise in the use of Database Management System (DBMS). Evaluates and recommends available DBMS products to support user requirements. Defines database organization, table design parameters and security procedures for specific user applications. Leads the development of World Wide Web (WWW) information services, software targeted for WWW applications. Develops ASP and HTML pages and integration with DBMS, where required. Suggests and uses web development tools, available commercially. Responsible for the design and implementation of LAN/WANs using hub and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Provides technical support to the client and ensures adherence to plans and schedules to achieve quality production of deliverables. Provides direct supervision of assigned staff and is responsible for quality control. Recommends network design changes/enhancements for improved system availability and performance. Assesses computer systems with emphasis on machine capabilities and man-machine interface. Prepares reports and studies concerning hardware. Defines specifications and prepares functional requirements for hardware acquisitions. Identifies problems and develops solutions to satisfy the user's requirements.

Qualifications: BS/BA 10 years, MS 8 years, PHD 6 years; degree in Computer Science, Information Systems, Engineering, or other related scientific or technical discipline; and experience working in an Information Technology Field.

0012 Project Administrator

The Project Administrator applies experience in both technical engagement and management consulting to directly support Engagement Managers and the Director of Consulting in project and program management. The Project Administrator leads the organizing, tracking, and reporting functions associated with program management. These tasks include technical study planning, study tracking, monitoring of simulation model development, documentation of technical consulting, and delivery of consulting products. The Project Administrator oversees workload planning, monthly reports, expenditures, invoicing, presentations, scheduling, team collaboration, and travel coordination. Maintains repositories of historic documents related to projects and program oversight. Provides other project and program management support as required.

Qualifications: BS/BA 4 years, MS 2 year; degree in technical discipline or business is preferred. Demonstrated project and program management experience.

0013 Administrative Support

Provides administrative support to technical and management personnel. This includes documentation planning and support, project administration, general office support, executive secretarial support, human resource planning, event planning and administration, office relocation planning and etc. Provides, and in some cases manages a staff to provide, administrative services and facilities management in laboratories, systems program offices and logistics systems and base support office environments. Provides guidance on administrative issues to superiors in program management and project control.

Qualifications: BS/BA or High School with minimum 10 yrs experience

0014 Technical Writer/Illustrator

Develops, reviews and edits technical and business documents. Develops technical users manuals, training materials, software specifications, proposals, etc. Develops presentations and project/contract reports under the supervision of assigned project leaders and technical staff.

Qualifications: Bachelor's degree in Management or a technical discipline with progressive related experience.

0015 Engagement Manager

The Engagement Manager is the end-to-end process owner for delivery of consulting and implementation services. The Engagement Manager leads teams of Data Scientists Solutions Architects and Business Architects to deliver client services to minimize cost and maximize performance through operations analysis, business intelligence & decision support. The Engagement Manager is the primary contact for the ordering agency with respect to cost, budget, statement of work, scheduling, reporting, and feasibility of tasks. The Engagement Manager shall be knowledgeable of

organizational requirements of the contract efforts and is generally equivalent to a program manager. Experience in interfacing directly with the government designated representatives and supervising various task order activities is also required. Demonstrated foundation as a Data Scientist required.

Qualifications: BS/BA 6 years Data Scientist experience, MS 4 years Data Scientist experience, PhD 2 years Data Scientist experience; degree in Operations Research, Industrial Engineering, or closely related scientific or technical discipline is preferred. Depth of knowledge and experience in mathematical modeling, statistical analysis along with computer science expertise is required. Understanding of design principles and business strategy required. 2 years of demonstrated management experience or project level management in major systems.

#	SIN	LABOR CATEGORY	EDUCATION-DEGREE GENERAL/SPECIALIZED EXPERIENCE	GSA Hourly Rates
1	132-51	Data Scientist I	BS/BA/MS/PHD	\$183.92
2	132-51	Data Scientist II	BS/BA/MS/PHD	\$200.07
3	132-51	Data Scientist III	BS/BA/MS/PHD	\$235.54
4	132-51	Project Leader I	BS/BA/MS/PHD	\$171.79
5	132-51	Project Leader II	BS/BA/MS	\$181.10
6	132-51	Systems Analyst I	BS/BA	\$167.85
7	132-51	Systems Analyst II	BS/BA/MS	\$183.03
8	132-51	Programmer I	BS/BA	\$152.50
9	132-51	Programmer II	BS/BA/MS	\$168.42
10	132-51	IT Architect I	BS/BA	\$164.00
11	132-51	IT Architect II	BS/BA/MS	\$181.10
12	132-51	Project Administrator	BS/BA/MS	\$158.34
13	132-51	Administrative Support	BS/BA/HS or Equivalent	\$41.00
14	132-51	Technical Writer/Illustrator	BS/BA	\$72.77
15	132-51	Engagement Manager	BS/BA/MS/PHD	\$220.07

Clockwork Solutions, Inc.
Information Technology (IT) Professional Services (SIN 132-51)

SIN	MFR Part #	Product Description	Product Description	Unit of Measure	GSA Price
132-51	FSS	Full scope studies will employ an existing and validated DEMAND Pro® model. Full scope studies evaluate a detailed study objective specified through one or more study questions. These analyses include customization of the DEMAND Pro® model including input data analysis. Simulation experiment design, simulation runs and output analysis are included. Development of decision-making insights based on simulation results and detailed reporting of the model, study process and results are included.	Full Scope Study	EA	\$177,458.30
132-51	QTS	Quick turn analysis will be more focused than the full-scope study and are applied to re-visit recent DEMAND Pro® analyses with updated assumptions, constraints and parameters. Quick turn studies will involve limited modification of an existing and validated DEMAND Pro® model to re-visit a previously evaluated study question. These analyses include customization of the DEMAND Pro® model including input data analysis. Simulation experiment design, simulation runs and output analysis are included. . Development of decision-making insights based on simulation results and detailed reporting of the model, study process and results are included.	Quick Turn Study	EA	\$104,966.45
132-51	DPS	DESIGN Pro® studies are applied to enable more flexible high-resolution simulation analysis for study objectives beyond the scope of DEMAND Pro®. The Clockwork Solutions DESIGN Pro® simulation platform is used to evaluate the study objective specified through one or more study questions. These analyses include customization of the DEMAND Pro® model including input data analysis. Simulation experiment design, simulation runs and output analysis are included. Development of decision-making insights based on simulation results and detailed	Design Pro®	EA	\$186,072.66

SIN	MFR Part #	Product Description	Product Description	Unit of Measure	GSA Price
		reporting of the model, study process and results are included.			
132-51	MB	New DEMAND Pro® models may be included to model a specified platform using the Clockwork Solutions DEMAND Pro® simulation platform. Each new model shall include model licensing, model building technical tasks.	Model Build	EA	\$154,298.36
132-51	MV	Model validation for new DEMAND Pro® models should be included for each new model-building effort. After completion of initial baseline model, Clockwork Solutions analysts will conduct a simulation experiment to evaluate output and complete a validation of the baseline model.	Model Validation	EA	\$28,506.92

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact Sean Connors at (512) 338-1945.

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE
(Insert Customer Name)**

In the spirit of the Federal Acquisition Streamlining Act
_____(Agency)_____ and _____(Contractor)_____ enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

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

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

Signatures

AGENCY

DATE

CONTRACTOR

DATE

(CUSTOMER NAME) BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (Ordering Agency):

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____

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

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

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

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- 1Customers make a best value selection.