



**GSA Schedule 70 Authorized Information
Technology Schedule Pricelist
General Purpose Commercial Information
Technology Software and Services**

Advanced Internet Technologies, Inc. ("AIT")
A Small and Self-Certified Service-Disabled, Veteran-Owned Business

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Contract No. GS-35F-0418U
Contract Award valid through May 2023
Special Item No. 511210 Term Software Licenses

Special Item No. 54151S IT Professional Services

General Services Administration

Federal Acquisition Service

Pricelist current through Modification dated May 2022

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

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 means to procure services which properly fall under the Davis Brooks Act. These services include but are not limited to architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. DAR 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.



AIT Proprietary Document

This GSA Schedule 70 Authorized Information Technology Schedule Pricelist ("Document"), submitted by Advanced Internet Technologies, Inc. ("AIT"), contains confidential, trade secret, commercial, financial, proprietary and/or legally privileged information ("Information") and is submitted for evaluation purposes only and authorized for use only by ordering agencies ("Restriction"). Information subject to this Restriction is contained throughout the Document including without limitation the title page and this page.

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This Document is exempt from disclosure under the Freedom of Information Act (5 O.K. 552) under Exemption (b) (4), and its disclosure is prohibited under the Trade Secrets Act (18 U.S.C. 1095).



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Special Notice to Ordering Activities: 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 ordering activities 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 ordering activities to consider the catalogs/pricelists of at least three (3) 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, ordering activities are to give preference to small business concerns when two (2) or more items at the same delivered price will satisfy their requirement.

Contractor Information for Ordering Activities Applicable to All Special Item Numbers

1. *Geographic Scope of Contract*

The Geographic Scope of this contract is domestic delivery. Domestic delivery is for the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, D.C., and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas ordering activities.

2. *Table of Awarded Special Item Numbers*

SIN	Description
511210	Software (Term License)
54151S	Information Technology (IT) Services

3. *Maximum Order*

Maximum Order, exclusive of any discounts, for **SIN 511210** and **SIN 54151S** is \$500,000.

4. *Minimum Order*

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



5. *Ordering Address and Payment Information:*

5A. Ordering Address:

Advanced Internet Technologies, Inc.
421 Maiden Lane
Fayetteville, NC 28301

5B. Payment Address:

Advanced Internet Technologies, Inc.
c/o Accounts Receivable
421 Maiden Lane
Fayetteville, NC 28301

5C. Micropurchase Thresholds

Below Micropurchase Threshold

AIT will accept credit cards for payments equal to or less than the micropurchase for oral and/or written orders under this contract.

Above Micropurchase Threshold

AIT and the ordering activity may agree to use credit cards for dollar amounts over the micropurchase threshold (See GSAR 552.232-79 Payment by Credit Card).

5D. Assistance

Feel free to contact AIT by:
Telephone: 910.222.4473
Fax: 910.321.1390
Email: gsa@ait.com

6. *Liability for Injury or Damage*

AIT shall not be liable for any injury to any ordering activity personnel and/or damage to ordering activity's property arising from the use of AIT's products, services, and/or equipment, unless such injury and/or damage is due to gross negligence attributed to AIT by a court of competent jurisdiction.

7. *Cage Code:*

1VQ06

8. *Central Contractor Registration:*

AIT has registered with the CCR database.

9. *Delivery*

9A. FOB Point(s):

FOB Destination.

9B. Delivery Schedule

Standard Delivery

AIT shall deliver to destination within thirty (30) days of contract award and after receipt of order ("ARO"). Shorter delivery times can be provided on an individual ordering basis, as negotiated between the ordering activity and AIT

Expedited Delivery

AIT shall deliver to destination as negotiated between the ordering activity and



AIT if the ordering activity desires delivery in less than thirty (30) days of contract award/ARO.

Overnight and Two (2)-Day Delivery

N/A.

Urgent Requirements

When the Federal Supply Schedule contract delivery period does not meet the ordering activity's bona fide "urgent delivery" requirement, the ordering activity is encouraged, if time permits, to contact AIT for purposes of obtaining expedited delivery. AIT shall reply to inquiry within three (3) business days of receipt of inquiry. If AIT offers an expedited delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shortened delivery time and in accordance with ("IAW") all other contractual terms and conditions.

10. Discounts

10A. Prompt Payment:

N/A.

10B. Quantity:

SIN: 54151S IT Services:

None.

SIN: 511210 Software (Term Licenses):

Purchase of more than 100 licenses will receive a 2.5% discount from total net price.

10C. Dollar Volume:

N/A.

10D. Other Special Discounts:

N/A.

11. Trade Agreements Act of 1979, as amended/Foreign Items:

All items are U.S.-made end-products, designated country end-products, Caribbean Basin country end-products, Canadian end-products and/or Mexican end-products as defined in the Trade Agreement Act of 1979, as amended. No foreign items.

12. Statement Concerning Availability of Export Packing:

N/A.

13. Ordering Procedures for Federal Supply Schedule Contracts:

Ordering activities shall use ordering procedures of FAR 8.405 when placing an order and/or establishing a BPA for supplies and/or services. These procedures apply to all schedules.

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

14. Federal Information Technology/Telecommunication Standards Requirements

Ordering activities acquiring products from this Schedule must comply with any applicable provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquires 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 AIT.

14A. Federal Information Processing Standards Publications (FIPS PUBS):

Information Technology products under this schedule that do not conform to FIPS should not be acquired unless a waiver has been granted IAW the applicable "FIPS Publication." FIPS PUBS are issued by the U.S. Department of Commerce, National Institute of Standards and Technology ("NIST"), pursuant to the National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service ("NTIS"), 5285 Port Royal Road, Springfield, VA, 22161. FIPS PUBS include voluntary standard 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.

14B. Federal Telecommunication Standards (FED-STDS):

Telecommunication products under this Schedule that do not conform to FED-STDS should not be acquired unless a waiver has been granted IAW applicable FED-STD. Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology ("NIST"), pursuant to the 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.

15. Contractor Tasks/Special Requirements (C-FSS-370)**15A. Security Clearances:**

AIT may be required to obtain/possess varying levels of security clearance 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

15B. Travel:

AIT 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 21, and are reimbursable by the ordering activity 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 activity. The Industrial Funding Fee does NOT apply to travel and per diem charges.

15C. Certifications, Licenses, and Accreditations:

As a commercial practice, AIT 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.

15D. Insurance:

As a commercial practice, AIT 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.

15E. Personnel:

AIT may be required to provide key personnel, resumes, or skill category descriptions in the performance of order issued under this contract. Ordering activities may require approval of additions and/or replacements to key personnel.

15F. Organizational Conflicts of Interest:

Where there may be an organizational conflict of interest as determined by the ordering activity, AIT's participation in such order may be restricted IAW FAR Part 9.5.

15G. Documentation/Standards:

AIT may be requested to provide products or services IAW rules, regulations, OMB orders, standards, and documentation as specified by the ordering activity's order.

15H. Data/Deliverables Requirements:

Any required data/deliverables at the ordering level will be specified or negotiated in the ordering activity's order.

15I. Government Furnished Property

As specified by the order, the ordering activity may provide property, equipment, materials, or other resources as necessary.

15J. Availability of Funds:

Many ordering activities' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or for any option year. The ordering activity's obligation on orders placed under this contract is contingent upon availability of appropriated funds from which payment for ordering purposes can be made.

15K. Overtime:

For professional services, the labor rates in the Schedule should not vary by virtue of AIT 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 applicable labor laws (usually assessed at a time and a half of the stated labor rate).

16. *Contract Administration for Agencies*

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 52.212-7, paragraphs (l) Termination for ordering activity's convenience, and (m) Termination for Cause.

17. *GSA Advantage!™*

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

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

Ordering activities can browse GSA Advantage!™ online at <http://www.gsaadvantage.gov>

18. 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. Other Direct Costs (ODCs) 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, ordering activity contracting officers 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 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.

19. Contractor Commitments, Warranties, and Representations

- a. For the purposes of this contract, commitments, warranties, and representations include, in addition to those agreed to for the entire schedule contract:
 - a. Time of delivery/installation quotations for individual orders;
 - b. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design, and/or functional characteristics and capabilities of product/equipment/service/software package submitted in response to requirements which result in orders under this contract; and
 - c. Any representations and/or warranties concerning the products made in any literature, description, drawings, and/or specifications furnished by AIT
- 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

20. Overseas Activities

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

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

21. 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 (1) 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).

22. 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 ("IFF") and Sales Reporting, i.e., each contractor (team member) must report sales and remit

23. Installation, Deinstallation, and 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 shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if such work is incidental to the furnishing of supplies, equipment, or services; however, if such work can be segregated and is in excess of \$2,000, then the requirements do apply.

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

24. Section 508 Compliance

AIT certifies that IAW with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barrier Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. 1194) General Service Administration (GSA), that all IT hardware/software/services are Section 508 compliant. Section 508 compliance information on the supplies and services in this contract can be accessed online at www.ait.com; EIT standards can be found online at www.Section508.gov.

25. 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 ____ (ordering activity's name), 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.

26. Insurance—Work on a Government Installation (FAR 52.228-5)

- a. AIT 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, AIT shall notify the ordering activity's 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 material change adversely affecting the ordering activity's interest shall not be effective—
 - a. For such period as the laws of the State in which the contract is to be performed prescribe; or
 - b. Until thirty (30) days after the insurer or AIT gives written notice to the ordering activity's contracting officer, whichever period is longer.
 - c. AIT 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. AIT shall maintain a copy of all subcontractors' proofs of required insurance and shall make copies available to the ordering activity's contracting officer upon request.

27. *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 online at www.core.gov.

28. *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. 2234)

IT SIN 511210 (Software (Term Licenses))

Terms and Conditions

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. *Guarantee/Warranty*

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

AIT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE OR ANY THIRD PARTY PROGRAMS.

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

3. *Technical Services*

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _____ ("Support Number") for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from during regular business hours (8am-5pm EST) Monday-Friday excluding federally recognized holidays.

4. *Software Maintenance*

a. Software maintenance included in term software license fees includes:

- The Ordering Activity's Support Number access during implementation;
- AIT's provisioning of released Software enhancements ("Upgrades"),
- AIT giving the ordering activity access to any conversion program AIT has developed to assist in implementing Upgrades; and
- AIT reporting any issues experienced by the Ordering Activity to Third Party licensors.

b. Software maintenance does NOT include customized changes to Software.

c. Invoices for Software maintenance 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, WILL BE SHOWN ON THE INVOICE.

5. *Periods of Term Licenses (SIN 511210)*

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses may be discontinued by the ordering activity on a thirty (30) calendar day 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 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 orders citing the new appropriation shall be required, if the term licenses 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 is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

6. Utilization of Licenses

- 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.

7. ***Software Conversion***

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 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.

IT SIN 54151S (Information Technology (IT) Professional Services) Terms and Conditions

*****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. *Scope*

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

2. *Performance Incentives I-FSS-60*

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or BPAs under the contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or BPAs.
- c. Incentives should be designed to relate results achieved by the Contractor to specific 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. Ordering activities may use written orders, EDI orders, BPAs, individual purchase orders, or task orders for ordering services under the contract. BPAs 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 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) 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 purchase orders are subject to the terms and conditions of the contract. In event of conflict between a purchase 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 business hours, unless otherwise agreed to by AIT and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work and/or Delivery Order. Services shall be completed in commercially reasonable manner.
- d. Any travel by the Contractor required in performance of IT/IAM Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) travel is performed. Established Federal Government per diem rates will apply to all Contractor travel; the Contractor cannot use GSA city pair contracts.

5. Stop-Work Order (FAR 52.242-15)

- a. The ordering activity's 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 the 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 otherwise 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 cost allocable to work covered by the order during the period of work stoppage. Within a period of 90 days after the stop-work order is delivered to the Contractor, or within any extension of that period to which the parties have agreed, the ordering activity's 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 the 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 ordering activity's contracting officer shall make an equitable adjustment in the delivery schedule and/or contract price, 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 the contract; and
 2. The Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the ordering activity's 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 cancelled and the work covered by the order is terminated for the convenience of the Government, the ordering activity's 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 cancelled and the work covered by the order is terminated for default, the ordering activity's contracting officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. Inspection of Services

IAW FAR 52.212-4 (Contract Terms and Conditions-Commercial Items), inspection of services applies to Time-and-Materials and Labor-Hour Contracts orders placed under the 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.

8. Responsibilities of the Ordering Activity

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

9. Independent Contractor

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

10. Organizational Conflicts of Interest**a. Definitions:**

1. "Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to the contract.
2. "Contractor and/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.
3. An "organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction, may either (i) result in an unfair competitive advantage to the Contractor and/or its affiliates or (ii) impair the Contractor and/or its affiliates' objectivity in performing the contracted work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interest of the ordering activity, ordering activities may place restrictions on the Contractor and/or its affiliates when placing orders against the contract. 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 contract. Examples of situations which may require such restrictions are provided at FAR 9.508.

11. Invoices

The Contractor, upon completion of the work ordered, shall submit invoices for IT/IAM Professional services. Progress payments may be authorized by the ordering activity on individual orders and 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 invoices or vouchers, the prices stipulated in the contract for services rendered. Progress payments shall be made only when authorized by the order. For time and materials orders, the Payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 applies. For labor hour orders, the payment under Time and Materials and Labor Hour Contracts at FAR 52.212-4 applies. FAR 52.216-31 (Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision: "The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation."

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:



- a. The offeror;
- b. Subcontractors; and/or
- c. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. Resumes

Resumes shall be provided to the GSA contracting officer or the ordering activity's contracting officer upon request.

14. Incidental Support Costs

Incidental support costs are available outside the scope of the contract. The costs will be negotiated separately with the ordering activity IAW FAR guidelines.

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 the order.



AIT's IT SIN 511210-Software (Term Licenses) Product Descriptions and Pricing

AIT Software

GovTide®

GovTide® Description

AIT's GovTide® technology makes it easier for business to bid on federal contracts and simplifies the procurement process for ordering activities. For business, GovTide® opens up the federal contracting process, allows businesses to search for contracting opportunities and respond and/or bid to them, post job opportunities, search for qualified individuals to employ, and search for and enter into teaming arrangements with other businesses. For individuals, GovTide® allows them to post their resumes and search for employment. For ordering activities, GovTide® provides a streamlined requirement procurement process, offers an asset management console, securely matches registered contract holders and qualified bidders from the convenience of a desktop computer, offers a compliant e-commerce module, and allows businesses to conveniently and competitively bid on solicitations. GovTide® is a great economic development tool that:

1. Matches the interests of government, business, and individuals, producing a win-win for all three ;
2. Streamlines the procurement process for contracting officers and optimizes ordering activities' procurement procedures;
3. Simplifies the bidding process, so businesses unfamiliar with federal contracts can easily acclimate to the procurement process, and
4. Gives both employers and potential workers a means of matching job opportunities to individual skills.

GovTide ® Pricing

\$20,000 NRC (Non-Recurring Charge)

\$10,000 MRC (Monthly Recurring Charge)*

**24 Month Contract w/ automatic renewal pricing*

tyBit Search Engine

tyBit Description

Why search using only one engine at a time when tyBit lets you conduct multiple searches simultaneously? tyBit is the ideal solution for privately and securely searching the entire web for information. tyBit instantly submits a search query to multiple search engines and online directories then returns the results in a single window, which are weighed based on the date of relevant content and the user's location and preferences. tyBit is extremely customizable, and users can designate preferred options including content and search filters. tyBit resides on the user's PC, thus protecting privacy. tyBit's benefits include:

- Searches locally, nationally, and globally,
- Compatible with mobile devices,
- Provides standard and customized reports,
- No upfront cost to end users,
- Customized and white-labeled,
- Advertising module*, and



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- Secure console to manage your affiliate network.
**This offering is for a standalone instance not tied to a revenue share.*

tyBit Pricing

\$20,000 NRC (Non-Recurring Charge)

\$20,000 MRC (Monthly Recurring Charge)*

**24 Month Contract w/ automatic renewal pricing*

Third Party Software Description and Pricing

AIT is an authorized reseller for the following Adobe products:

Adobe License Description	Product/Part No.	Price*
Adobe Media Server Pro 5.0 Universal English All Platforms	65190676AE01A	\$3597.00
ColdFusion Enterprise Renewal/Upgrade Plan CLP 5 Level 2	65222635AC02A	\$1546.00
CS6 Design and Web Premium	65177036AC02A	\$741.75
Framemaker 11	65186931AC02A	\$1073.25
Technical Suite 4	65186863AC02A	\$814.25
Acrobat Pro	65196283AC02A	\$50.50
Acrobat Pro v.11	65195512AF01A	\$399.50
Acrobat XI Pro (v. 11) GOV CLP Level 2	65195512AC02A	\$312.75
Acrobat Pro Upgrade GOV CLP Level 2 (3 mo.)	65196349AC02A	\$14.25
Photoshop Elements (v. 11) GOV CLP Level 2	65193818AC02A	\$95.50
Photoshop Elements Upgrade GOV CLP	65194309AC02A	\$4.50
Captivate 6 L2	65485581AC02A	\$987.50
Captivate 6 Upgrade FR CPTV 5/5.5 L2	65185624AC02A	\$504.50
Captivate 6 Med.	65185365	\$22.00

**Price per license, 1 user per license (length of license 1 year unless otherwise stated)*



AIT's IT SIN 54151S (Information Technology (IT) Professional Services) Service Descriptions and Pricing

SIN 154151S Offerings:

- FPDS Code D301.....IT Facility Operation and Maintenance
- FPDS Code D302.....IT System Development Services
- FPDS Code D307.....Automated Information Systems Design and Integration Services
- FPDS Code D308.....Programming Services
- FPDS Code D311.....IT Data Conversion Services
- FPDS Code D317.....Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services
- FPDS Code D399.....Other IT Services, Not Elsewhere Classified

Hosting Services Description and Pricing

Dedicated Server Hosting Description

AIT's dedicated servers offer ordering activities reliability and scalability to fulfill web hosting requirements.

Hardware

Dedicated server configurations are hosted on IBM xSeries systems with the following specifications*:

- Dual or Quad Xeon Quad Core Processors,
- 8GB to 16GB of Memory, and
- 2 x 500GB HDD

**Or hardware vendor equivalents. AIT provides these as an illustration; availability and/or advancements in technology may lead to substitution of similar/like products*

Operating Systems

- Windows Server 2003,
- Windows Server 2008, or
- Various versions of Linux, including CentOS 5, 6, Debian, and Free BSD.

Network

Dedicated servers include the following standard features:

- 15GB of Monthly Traffic/Bandwidth,
- 1Gbit port speed, and
- 4 or 5 Public IP Addresses (If needed)

AIT can also supply Dedicated Internet Access as needed through partnerships with Tier 1 and Tier 2 telecommunications vendors.

Server Management

AIT offers three (3) options for server management: Fully Managed, Self Managed, and a Hybrid option. Fully or Self Managed servers may require management alteration, which may result in a Hybrid management option.

Fully Managed Servers

In a Fully Managed environment, AIT assumes responsibility for the reliability of the hardware and for the stability of the operating system residing on the server. AIT's Data Center is designed to provide continuous service even in



the event of hardware and/or network failure. Spare parts are inventoried on site, and based upon type of frequency of failure; PLL and ASL inventory lists are created and maintained. AIT personnel are trained in the administration, maintenance and repair of supported server hardware, ensuring that action can be taken without delay around the clock. Fully managed customers will not be given root access. If a Fully Managed customer needs root access, the customer has options of moving to a Self Managed environment, or selecting Hybrid Management.

Self Managed Servers

In a Self Managed environment, AIT only assumes responsibility for hardware reliability. The customer has full root access to the environment, including all servers associated with customer data.

AIT does not provide backup systems for customer data and does not provide monitoring services. Spare parts are inventoried on site, and based upon type of frequency of failure; PLL and ASL inventory lists are created and maintained. AIT personnel will replace any hardware that has failed but will not install, reinstall, or update operating systems unless directed by the customer. If AIT technical support and/or services need to be provided by and/or customer requests such as at any time, AIT's Paid Per Incident Support plan govern and additional charges may apply.

Backup and Restoration Services

AIT will provide weekly fully backups and incremental daily backups using a central backup system. This backup system is intended to have data within seven (7) days of a disaster and restore the system within 24 hours. Offsite data storage is available for an additional charge.

AIT provides system and content restore services for Fully Managed customers. Up to two (2) restores per month will be included in monthly service fees. Additional restore services and/or restore services for Hybrid or Self Managed customers will be charged based upon Paid Per Incident Support.

AIT will recommend a mean time to restore to customers based upon the amount of data being restored or the time necessary to perform the service.

Scheduled Maintenance

Scheduled maintenance activities are conducted during off-peak hours with two (2) weeks' notice. In the event that emergency unscheduled maintenance activities are required, AIT follows pre-established notification procedures to ensure that customers are notified.



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Dedicated Server Hosting Pricing

Service Description*	1st 6 mo. MRC*	2nd 6 mo. MRC*
Smart Server		
Intel Xeon Dual Core, 2x2.13 GHz, 2GB DDR3 EEC, 60GB, 15TB, 1 IP	\$59.00	\$47.20
Intel Xeon Quad Core, 4x2.13 GHz, 4GB DDR3 EEC, 60GB, 15TB, 1 IP	\$99.00	\$79.20
Single Processor Server		
Intel Xeon I3-3210, 2x3.2 GHz, 4GB DDR3 EEC, 1TB SATA, 15TB, 3 IPs	\$89.00	\$71.00
Intel Xeon E3-1230 V2, 4x3.3GHz, 8 GB DDR3 EEC, 1TB SATA, 15TB, 3	\$99.00	\$82.00
Intel Xeon E3-1230 V2, 4x3.3GHz, 16GB DDR3 EEC, 1TB SATA, 15TB,	\$119.00	\$92.00
Intel Xeon E3-1270, 4x3.5GHz, 8GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$188.80	\$94.40
Intel Xeon E3-1270, 4x3.5GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$208.80	\$104.40
Intel Xeon E3-1270, 4x3.5GHz, 32GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$248.80	\$124.40
Intel Xeon E5-2620, 6x2GHz, 8GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$183.46	\$141.12
Intel Xeon E5-2640, 6x2.5GHz, 12GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$190.94	\$146.87
Intel Xeon E5-2650, 8x2.5GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$216.58	\$166.60
Intel Xeon E5-2670, 8x2.6GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$289.77	\$222.90
Intel Xeon E5-2690, 8x2.9GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$331.37	\$254.90
Dual Processor Server		
Intel Xeon E5-2620, 12x2GHz, 12GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$343.00	\$171.50
Intel Xeon E5-2640, 12x2.5GHz, 12GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$361.00	\$180.50
Intel Xeon E5-2650, 16x2GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$557.00	\$278.50
Intel Xeon E5-2670, 16x2.6GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$783.00	\$391.50
Intel Xeon E5-2690, 16x2.9GHz, 16GB DDR3 EEC, 1TB SATA, 15TB, 3IPs	\$911.00	\$455.50
Additional IP Address		
Per IP	\$3.00	\$3.00

*Customized plans are available. Many plans will incur a non-recurring charge (NCR) for set-up and provisioning of services. Unless otherwise agreed, all contracts for hosting are for an annual (12 months), automatically renewing term; pricing is monthly recurring charge (MCR).
 1st 6 mo. MCR is price paid monthly for months one (1) through six (6) of annual contract; 2nd 6 mo. MCR is price paid monthly for months seven (7) through twelve (12) of annual contract.

VPS Hosting Description

AIT's virtual servers run on the same enterprise level VMware infrastructure trusted by leading FORTUNE 500 companies. Over 80% of medium and enterprise level companies trust VMware to power their virtual datacenters. With VPS Hosting, ordering activities have the ability to upgrade server resources quickly and easily and AIT can easily allocate additional resources to virtualized machines with virtually no server downtime.

VPS Hosting Pricing

Service Description*	Monthly Recurring Charge
Single VM, Single Core, 1GB Memory, 30GB HDD, 1 IP	\$19.99
Single VM, Dual Core, 2GB Memory, 50GB HDD, 1 IP	\$29.99
Single VM, Quad Core, 4GB Memory, 100GB HDD, 2 IPs	\$59.99

*Customized, multiple virtual machine plans are available.



Colocation Hosting Description

AIT's Colocation customers benefit from a 93,000 square ft. climate-controlled, secure hosting facility equipped with multiple carrier redundant network connectivity. Customers seeking peace-of-mind regarding server availability and technical support benefit from AIT's highly trained staff maintaining 24/7/365 on-site presence.

Colocation Hosting Pricing

Service Description*	NRC	MRC
Rack Space		
1U Colocation Space	\$0.00	\$69.99
2U Colocation Space	\$0.00	\$84.99
4U Colocation Space	\$0.00	\$129.99
42U Lockable Cabinet	\$1,999.99	\$999.99
2/4 Post Rack, Caged, 1-5 Racks	\$9,999.99	\$4,499.99
2/4 Post Rack, Caged, 6-10 Racks	\$18,999.99	\$8,499.99
Power		
120V, 20A, Single Phase	\$0.00	\$399.99
120V, 30A, Single Phase	\$0.00	\$699.99
Power Installation Per Circuit	\$999.	Depending upon circuit
Network (Selected upon arrival to Data Center)		

*Colocation space is subject to availability.

Cloud Server Hosting Description

AIT's Cloud Server Hosting solutions allow customers to deploy and scale cloud servers in real time and offer a dynamic content delivery network, leveraging automated on-demand self-managed infrastructure without compromising flexibility or security.

Cloud Server Hosting Pricing

Service Description*	Monthly Recurring Charge
Single Core	
512MB Ram, 20GB SSD Storage, 1TB Transfer	\$5.00
1GB Ram, 30GB SSD Storage, 2TB Transfer	\$10.00
Dual Core	
2GB Ram, 40GB SSD Storage, 3TB Transfer	\$20.00
4GB Ram, 60GB SSD Storage, 4TB Transfer	\$40.00
Multi-Core	
4 cores, 8GB Ram, 80GB SSD Storage, 5TB Transfer	\$80.00
8 cores, 16GB Ram, 160GB SSD Storage, 6TB Transfer	\$160.00
12 cores, 32GB Ram, 320GB SSD Storage, 7TB Transfer	\$320.00



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16 cores, 48GB Ram, 480GB SSD Storage, 8TB Transfer	\$480.00
20 cores, 64GB Ram, 640GB SSD Storage, 9TB Transfer	\$640.00
24 cores, 96GB Ram, 960GB SSD Storage, 10TB Transfer	\$960.00

*Additional plans are available.

Paid Per Incident Support Description

From time to time, customers may need and/or want AIT's certified on-site staff to provide technical support outside of their respective plans. AIT offers Paid Per Incident Support ("PPIS") to cover Support including migration services, file system configuration, database administration, out-of-plan backup, and restore services.

Paid Per Incident Support Pricing

Service Description	NRC	MRC
Setup Standard File System	\$100.00	\$0.00
Create Database Dump	\$100.00	\$0.00
Create Local Disk Backup	\$100.00	\$0.00
Setup Online Local Tape	\$500.00	\$0.00
Off-site Vaulting Extended Beyond 3 Months	\$150.00	\$0.00
0-500 GB Transferred	\$0.00	\$6.10 GB/Month
501-1000 GB Transferred	\$0.00	\$5.59 GB/Month
1001-2500 GB Transferred	\$0.00	\$5.09 GB/Month
2501-5000 GB Transferred	\$0.00	\$4.58 GB/Month
5001+ GB Transferred	\$0.00	\$4.08 GB/Month
Off-site tape vaulting (up to 500 tapes)	\$0.00	\$100.00
Standard off-site tape recall (within 24 hours)	\$125.00/tape	\$0.00
Priority off-site tape recall (within 4 hours)	\$150.00/tape	\$0.00
Emergency off-site tape recall (within 2 hours)	\$200.00/tape	\$0.00

GSA Labor Category Descriptions

GSA Labor Category	Minimum Experience	Job Description
Admin Assistant III	Associate's Degree or equivalent experience	Prepares and maintains word processing, spreadsheets, graphical and print/production materials, databases and/or other software files and information. Provides overall support to the management team.
Disaster Recovery Director	Bachelor's Degree	Oversees all activities for ensuring the security and integrity of company data, databases, information systems, and technology. Develops disaster recovery and resumption plans for the organization. Directs the implementation of data models, database designs, data access and table maintenance codes. Establishes policies for



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		resolving database performance, capacity and replication issues. Requires a bachelor's degree in a related area and at least 10 years of experience in the field or in a related area. Familiar with concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is required. Typically reports to a top management.
Enterprise Infrastructure Director	Bachelor's Degree	Manages and coordinates all infrastructure projects to meet client needs. Ensures that the standards and procedures are followed during design and implementation of information systems. Responsible for monitoring the systems to ensure the highest level of infrastructure performance. Requires a bachelor's degree in area of specialty and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a head of a unit/department.
Help Desk Manager	Bachelor's Degree	Manages a team of support personnel who troubleshoot IT issues. Implements policies and procedures regarding how problems are identified, received, documented, distributed, and corrected. Ensures maximum issue resolutions in minimum time. Evaluates new information systems products or services and suggests changes to existing products or services to better aide the end user. Requires a bachelor's degree with at least 7 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to head of a unit/department.
Help Desk Support	Bachelor's Degree or equivalent experience	Provides support to end users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks and monitors the problem to ensure a timely resolution. May require an associate's degree in a related area and 0-2



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		<p>years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a supervisor or manager.</p>
IS Security Manager	Bachelor's Degree	<p>Responsible for developing and managing Information Systems security, including disaster recovery, database protection and software development. Manages IT security analysts to ensure that all applications are functional and secure. Requires a bachelor's degree with at least 6-8 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.</p>
IT Project Coordinator	Bachelor's Degree	<p>Coordinates all IT projects and ensures company resources are utilized appropriately. Compiles project status reports, coordinates project schedules, manages project meetings, and identifies and resolves technical problems. Identifies and analyzes systems requirements and defines project scope, requirements, and deliverables. Coordinates project activities and ensures all project phases are documented appropriately. Requires a bachelor's degree and at least 5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. A degree of creativity and latitude is required. Typically reports to a supervisor or manager.</p>
LAN Support I	Bachelor's Degree or equivalent experience	<p>Supports, monitors, tests, and troubleshoots hardware and software problems pertaining to LAN. Recommends and schedules repairs. Provides end users support for all LAN- based applications. Installs and configures workstations. May require an associate's degree in a related area and 0-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field.</p>



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		Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.
LAN Support II	Bachelor's Degree or equivalent experience	Supports, monitors, tests, and troubleshoots hardware and software problems pertaining to LAN. Recommends and schedules repairs. Provides end users support for all LAN- based applications. Installs and configures workstations. May require an associate's degree in a related area and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.
LAN Support III	Bachelor's Degree or equivalent experience	Supports, monitors, tests, and troubleshoots hardware and software problems pertaining to LAN. Recommends and schedules repairs. Provides end users support for all LAN- based applications. Installs and configures workstations. May require an associate's degree in a related area and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.
LAN/WAN Integrator	Bachelor's Degree	Responsible for the overall plan, design, installation, maintenance, management, and coordination of LAN/WAN integration into the network. Analyzes LAN/WAN and recommends upgrades/changes and security procedures and policies; assesses organization's current and future LAN/WAN needs. Requires a bachelor's degree with at least 7 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a head of



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		unit/department.
Network Administrator I	Bachelor's Degree	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Typically reports to a supervisor or manager.
Network Administrator II	Bachelor's Degree	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.
Network Administrator III	Bachelor's Degree	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and



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		direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.
Network Administrator IV	Master's Degree	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 6-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.
Network Administrator V	Master's Degree	Sets up, configures, and supports internal and/or external networks. Develops and maintains all systems, applications, security, and network configurations. Troubleshoots network performance issues and creates and maintains a disaster recovery plan. Recommends upgrades, patches, and new applications and equipment. Provides technical support and guidance to users. May require a bachelor's degree in area of specialty and 8-10 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May provide consultation on complex projects and is considered to be the top level contributor/specialist. Typically reports to a manager or head of a unit/department.
Network Engineer I	Bachelor's Degree	Assists in the development and maintenance of network communications. Uses knowledge of LAN/WAN systems to help design and install internal and external networks. Tests and evaluates network systems to eliminate problems and make improvements. Requires a bachelor's degree in area of specialty and 0-2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices,



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		and procedures within a particular field. Relies on experience, and judgment to perform the functions of the job. Works under general supervision. Typically reports to a supervisor.
Network Engineer II	Bachelor's Degree	Assists in the development and maintenance of network communications. Uses knowledge of LAN/WAN systems to help design and install internal and external networks. Tests and evaluates network systems to eliminate problems and make improvements. Requires a bachelor's degree in area of specialty and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor.
Network Engineer III	Bachelor's Degree	Assists in the development and maintenance of network communications. Uses knowledge of LAN/WAN systems to help design and install internal and external networks. Tests and evaluates network systems to eliminate problems and make improvements. Requires a bachelor's degree and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a supervisor or manager.
Network Operations Director	Master's Degree	Responsible for the overall performance and availability of network. Analyzes network and recommends upgrades/changes; assesses organization's current and future network needs. Requires a bachelor's degree with at least 10 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.
Program Manager	Master's Degree	Coordinates and monitors the scheduling, pricing, and technical performance of company programs. Responsibilities also include aiding in the negotiation of contracts and contractual changes



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		and coordinating preparations of proposals, plans, specifications, and financial conditions of contracts. Develops new business and expands product line. Ensures adherence to master plans and schedules, develops solutions to program problems, and directs work of incumbents assigned to program from various departments. Ensures projects are completed on time and within budget. Acts as advisor to program team regarding projects, tasks, and operations. Requires a bachelor's degree and at least 10 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of complex tasks. A certain degree of creativity and latitude is required. Typically reports to a unit/department head.
Programmer I	Bachelor's Degree	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require an associate's degree in a related area and 0-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.
Programmer II	Bachelor's Degree	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require an associate's degree in a related area and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a project leader or manager. A certain degree of creativity and latitude is required.
Programmer III	Bachelor's Degree	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require a bachelor's degree. Requires 4-6 years of experience in the



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		field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.
Programmer IV	Bachelor's Degree	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require a bachelor's degree. Requires 5-8 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.
Programmer V	Bachelor's Degree with 10 or more years of experience, or Master's Degree	Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. May require a bachelor's degree in area of specialty and 8-10 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May provide consultation on complex projects and is considered to be the top level contributor/specialist. Typically reports to a manager or head of a unit/department.
Project Manager I	Bachelor's Degree	Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. May require a bachelor's degree and 2-4 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.
Project Manager II	Bachelor's Degree	Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets



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		<p>deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. May require a bachelor's degree and 4-7 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a manager or head of a unit/department.</p>
Senior Web Designer	Bachelor's Degree	<p>Designs and constructs web pages/sites including incorporating graphic user interface (GUI) features and other techniques. Maintains and provides ongoing design of the website, promos and ad banners, seasonal content specials and custom chat launcher design for partners. May require a bachelor's degree in a related area and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. Typically reports to a project leader or manager. A wide degree of creativity and latitude is expected.</p>
Senior Web Software Developer	Bachelor's Degree	<p>Consults with clients and other project team members to design, build and manage websites. Develops installation programs for websites. May negotiate contracts/agreements with software vendors and other internet companies. May require a bachelor's degree in a related area and 3-5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures (i.e., SQL, C++, HTML, CGI and JavaScript). Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a project leader or manager.</p>
Software Engineer I	Bachelor's Degree	<p>Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software.</p>



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		Requires a bachelor's degree in a related area and 0-2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a manager.
Software Engineer II	Bachelor's Degree	Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software. Requires a bachelor's degree in a related area and 2-4 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision; typically reports to a manager. A certain degree of creativity and latitude is required.
Software Engineer III	Bachelor's Degree	Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software. Requires a bachelor's degree in a related area and 4-6 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. May report directly to a project lead or manager. A wide degree of creativity and latitude is expected.
Software Engineer IV	Master's Degree	Designs, modifies, develops, writes and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software. Designs, plans, and coordinates work teams. Provides technical support to project team



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		<p>members. Requires a bachelor's degree in a related area and 6-8 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a head of a unit/department.</p>
Software Engineer V	Master's Degree	<p>Designs, modifies, develops, writes and implements software programming applications/operating systems. Also, coordinates work teams. Provides technical support to project team members. Requires a bachelor's degree in area of specialty and at least 8-10 years of experience in the field or in a related area. Demonstrates expertise in a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. May provide consultation on complex projects and is considered to be the top level contributor/specialist. A wide degree of creativity and latitude is expected. May report to an executive or a manager.</p>
Systems Administrator	Bachelor's Degree or equivalent experience	<p>Installs new software releases and system upgrades, evaluates and installs patches, and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. May require a bachelor's degree in a related area with at least 2 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.</p>
Senior Systems Administrator	Bachelor's Degree	<p>Installs new software releases and system upgrades, evaluates and installs patches, and resolves software related problems. Performs system backups and recovery. Maintains data files and monitors system configuration to ensure data integrity. May require a bachelor's degree in a related area with at least 4 years of experience in</p>



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		the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.
Telecom Tech I	Associate's Degree or equivalent experience	Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, and determines methodology for installing telephone service. Determines appropriateness of moderate equipment changes or modifications including call switches, test trunks and test links, and installs communication circuits. May require an associate's degree or its equivalent and 0-3 years of experience in the field or in a related area. Has knowledge of commonly-used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Works under immediate supervision. Primary job functions do not typically require exercising independent judgment. Typically reports to a project leader or manager.
Telecom Tech II	Bachelor's Degree or equivalent experience	Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, and determines methodology for installing telephone service. Determines appropriateness of moderate equipment changes or modifications including call switches, test trunks and test links, and installs communication circuits. May require an associate's degree or its equivalent and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a project leader or manager.
Telecom Tech III	Bachelor's Degree or equivalent experience	Installs, troubleshoots, repairs and maintains telecommunications equipment. Provides reports, completes requests for new service, and determines methodology for installing telephone



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		<p>service. Determines appropriateness of moderate equipment changes or modifications including call switches, test trunks and test links, and installs communication circuits. May require an associate's degree or its equivalent and at least 5 years of experience in the field or in a related area. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of complicated tasks. May lead and direct the work of others. A wide degree of creativity and latitude is expected. Typically reports to a project leader or manager.</p>
Unix Administrator	Bachelor's Degree or equivalent experience	<p>Installs, configures, and maintains UNIX operating systems. Analyzes and resolves problems associated with the operating system's servers, hardware, applications, and software. Detects, diagnoses, and reports UNIX related problems on servers. May require a bachelor's degree in a related area and 2-5 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.</p>
Web Customer Support	Associate's Degree or equivalent experience	<p>Supports Web-based products and services through email support, desktop support, and telephone support. Interacts with customers and troubleshoots problems to provide a high level of customer satisfaction. Requires a bachelor's degree with at least 4 years of experience in the field. Familiar with standard concepts, practices, and procedures within a particular field. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a supervisor or manager.</p>
Web Site manager	Associate's Degree	<p>Responsible for development, implementation and maintenance of the organization's website. Monitors web traffic, oversees the development of web content, and maintains web server. Ensures that the site meets the business needs of the organization. Requires a bachelor's degree in area of specialty and at least 7 years of experience in the field or in a related area. Familiar with a variety of</p>



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		<p>the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to a head of a unit/department.</p>
Web Systems Manager	Bachelor's Degree	<p>Manages all aspects of Web systems (intranet and extranet) including design, release, and maintenance. Works with customers and technology vendors to maximize opportunities in company's Web-based presence. Requires a bachelor's degree with at least 7 years of experience in the field. Familiar with a variety of the field's concepts, practices, and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected. Typically reports to top management.</p>
Webmaster	Bachelor's Degree	<p>Develops and maintains the company's portal. Performs backups and ensure user accessibility to the site. Monitors site traffic and helps scale site capacity to meet traffic demands and performance expectations. Improves the portal's efficiency and designs the look and feel for the site. May require a bachelor's degree and 2-4 years of experience. Must have a working knowledge of HTML, JavaScript, and SQL. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Works under general supervision. A certain degree of creativity and latitude is required. Typically reports to a manager.</p>



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GSA Labor Rates

GSA Labor Category/Job title	AIT Wage Rate	GSA Hourly Rate
Admin Assistant III	AITWage01	\$ 59.68
Disaster Recovery Director	AITWage02	\$ 203.70
Enterprise Infrastructure Director	AITWage03	\$ 203.57
Help Desk Manager	AITWage04	\$ 124.41
Help Desk Support	AITWage05	\$ 67.94
IS Security Manager	AITWage06	\$ 154.08
IT Project Coordinator	AITWage07	\$ 132.57
LAN Support I	AITWage08	\$ 72.19
LAN Support II	AITWage09	\$ 86.37
LAN Support III	AITWage10	\$ 110.70
LAN/WAN Integrator	AITWage11	\$ 137.12
Network Administrator I	AITWage12	\$ 71.84
Network Administrator II	AITWage13	\$ 86.60
Network Administrator III	AITWage14	\$ 103.28
Network Administrator IV	AITWage15	\$ 115.37
Network Administrator V	AITWage16	\$ 131.47
Network Engineer I	AITWage17	\$ 91.16
Network Engineer II	AITWage18	\$ 103.37
Network Engineer III	AITWage19	\$ 123.64
Network Operations Director	AITWage20	\$ 218.65
Program Manager	AITWage21	\$ 186.43
Programmer I	AITWage22	\$ 84.12
Programmer II	AITWage23	\$ 93.38
Programmer III	AITWage24	\$ 118.90
Programmer IV	AITWage25	\$ 130.85
Programmer V	AITWage26	\$ 140.64
Project Manager I	AITWage27	\$ 105.39
Project Manager II	AITWage28	\$ 141.59
Senior Web Designer	AITWage29	\$ 141.23
Senior Web Software Developer	AITWage30	\$ 127.34
Software Engineer I	AITWage31	\$ 81.91
Software Engineer II	AITWage32	\$ 98.60
Software Engineer III	AITWage33	\$ 117.98
Software Engineer IV	AITWage34	\$ 136.12
Software Engineer V	AITWage35	\$ 144.57
Systems Administrator	AITWage36	\$ 103.77



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Senior Systems Administrator	AITWage37	\$ 124.72
Telecom Tech I	AITWage38	\$ 68.57
Telecom Tech II	AITWage39	\$ 81.87
Telecom Tech III	AITWage40	\$ 99.39
Unix Administrator	AITWage41	\$ 127.83
Web Customer Support	AITWage42	\$ 99.75
Web Site manager	AITWage43	\$ 153.65
Web Systems Manager	AITWage44	\$ 194.87
Webmaster	AITWage45	\$ 108.60



AIT's IT SIN 511210 (Software (Term Licenses))Terms and Conditions

1. DEFINITIONS:

- a. **"Acceptable Use Policy"** ("AUP") means AIT's Acceptable Use Policy, available online at <http://www.ait.com/legal/aup>.
- b. **"Agreement"** means the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: (i) this Agreement; (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular AIT Software or Third Party Software; (iv) AIT's Acceptable Use Policy; and (v) AIT's Billing Policy. The term "Agreement" does not mean and/or shall not refer to any statement, supposition, or understanding not recorded in writing in such documents.
- c. **"AIT Software"** refers to certain computer programs and/or code developed, owned and/or licensed by AIT including without limitation GovTide® and tyBit Search Engine.
- d. **"Billing Policy"** ("BP") means AIT's Billing Policy, available online at <http://www.ait.com/company/legal/billing-procedures/>
- e. **"Customer"** or **"You"** means the authorized ordering agency procuring Services from AIT.
- f. **"Effective Date"** means the earlier of the date of (i) Agreement execution or (ii) AIT's provisioning of Services.
- g. **"License"** means your right to use AIT Software and/or Third Party Software.
- h. **"Order"** means: (i) any online order Customer submits for AIT Software and/or Third Party Software or (ii) any written order (either in electronic and/or paper form) provided to Customer by AIT for signature that describes Service(s) Customer is purchasing that Customer signs, either manually or electronically.
- i. **"Services"** means software, products, and/or services described in the Order and includes any service that Customer may self-provision through the AIT control panel, Customer's Account and/or which Customer utilizes via an API.
- j. **"Terms and Conditions"** means the terms, conditions, and general provisions as listed in the Agreement, any applicable product or service-specific Product and/or Service Terms and Conditions, and any terms and conditions listed in the Order.
- k. **"Third Party Software"** means certain computer programs and/or code developed, owned and/or licensed by a third party to this Agreement (e.g. non-AIT Software).

2. TERMS and CONDITIONS:

- a. **Entire Agreement and Understanding:** The Agreement constitutes a legally binding contract between AIT and Customer, which does not extend to any other person or entity, and is the totality of the following documents: (i) this document, (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of AIT Software and/or Third Party Software; (iv) AIT's AUP; and (v) AIT's BP. This instrument, along with the above-listed documents, constitutes the entire Agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement; should any discrepancies between the aforementioned documents exist, the order of preference for such terms and conditions are as follows: (i) the Order; (ii) any and all applicable Specific Product/Service Terms and Conditions; (iii) AIT's BP; (iv) AIT's AUP, and (v) this document. Any pre-printed terms



on Customer's purchase order and/or any other business forms furnished by Customer to AIT will not become and are not a part of the Agreement.

- b. AIT Software License: Contingent upon AIT's acceptance of Customer's Order for AIT Software and subject to the terms and conditions of Product-specific terms and conditions and the Agreement, AIT agrees to grant Customer with a non-exclusive, non-transferable license to use (i) AIT Software in object code form on a per user basis and (ii) (if applicable) AIT's standard user documentation for AIT Software. This transaction is NOT a sale of a copy of AIT Software but is merely a license to use AIT Software. Title to AIT Software, updates, enhancements, patches, repairs and/or new versions and to all intellectual property rights in AIT Software shall remain in and with AIT at all times. The maximum number of users permitted by your License is as stated on the Order or by the number of licenses you have been granted, regardless of the device and/or method by which users gain access to AIT Software. The term of the License for AIT Software commences on the date of delivery and shall continue until terminated in accordance with AIT Software Specific Terms and Conditions ***(Please note: GovTide® and tyBit Search Engines are subject to an initial nonrefundable 24 month term)***.
- c. Third Party Software License: Your use of any Third Party Software is governed by the license(s) granted by its respective publisher/third party owner.
- d. Amendments: AIT, to stay compliant with any and all applicable foreign, federal, state, and local laws, and/or in its sole discretion, may from time to time revise the Agreement, including without limitation the availability of Services and Service prices. Such amendments and/or revisions will become effective as to the Agreement upon the earlier of thirty (30) days after AIT sends notice of such revision, Customer logging into Customer's Account, or Customer's continued use of the Services. Customer is solely responsible for staying informed with respect to changes in this Agreement. Any other amendments to the Agreement must be expressly done by formal writing and signed by both parties.
- e. Export: Customer will comply with all applicable export and import control laws and regulations in its use of Services, and in particular, Customer will not utilize Services to export or re-export data or software without all required United State and/or foreign government licenses. Customer represents and warrants that Customer is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and are not otherwise a person to whom AIT is legally prohibited to provide Services. Customer assumes full legal responsibility for any access and use of Services from outside the United States, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export licenses, and represent that should such license be required that it is Customer's responsibility to obtain the same, and in the event of any breach of this duty resulting in legal claims against AIT, Customer shall defend and hold AIT harmless from all claims and damages arising there from.
- f. Execution: The Agreement may be signed in multiple counterparts, which taken together will be considered as the original executed Agreement. Facsimile signatures, signatures by electronic image (i.e. .pdf or .jpg format), and/or electronic signatures shall be deemed as original signatures.
- g. Legal Compliance: In AIT's sole discretion, AIT may suspend or terminate Services and/or this Agreement immediately, with or without prior notice, upon receipt of any lawfully issued notice alleging use of Services and/or the Network to accomplish violations of law from any court having jurisdiction over AIT. When subject to lawful process requiring disclosure, AIT may disclose Customer's identity and/or contact information, without providing Customer prior notice of such disclosure, and AIT will not be liable for damages and/or results thereof. Customer agrees not to bring any action and/or claim against AIT for such disclosures.
- h. Relationship: The relationship between AIT and Customer is that of independent contractors. Neither party is the agent for the other nor has the right to bind the other in any agreement with



any third parties. Nothing in this Agreement shall be construed to constitute Customer as AIT's agent, employee, independent contractor, joint venturer, and/or any other similar entity. There are no third party beneficiaries to this Agreement.

- i. **Termination for Infringement:** If AIT is faced with a credible claim that Services infringe on the intellectual property rights of a third party, and AIT is not able to obtain the right to use the infringing element and/or modify Services such that they do not infringe, AIT may terminate Services on reasonable notice of at least thirty (30) days and will not have any liability on account of such termination, except to refund the amounts paid for Services not used as of the time of termination (i.e. pre-payment).
- j. **Third Party Software:** AIT from time to time may recommend and/or make available, including without limitation availability through deployment, various third party software, products, implementation tools, and/or services for Customer's consideration. AIT MAKES NO REPRESENTATION AND/OR WARRANTIES WHATSOEVER REGARDING SUCH THIRD PARTY SOFTWARE, PRODUCTS, TOOLS, and/or SERVICES THAT ARE NOT PURCHASED FROM AIT. Customer's use of any such third party software, products, tools, and/or services is governed by the terms of Customer's agreement with the third party provider of such, if any, and is at Customer's sole risk.

3. WARRANTIES and LIMITATION OF LIABILITY:

With respect to the Services to be provided hereunder, Customer understands and acknowledges **that AIT MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITATION, AIT DOES NOT WARRANT THAT SOFTWARE WILL MEET ALL OF CUSTOMER'S REQUIREMENTS AND/OR THAT ITS OPERATION WILL BE UNINTERRUPTED AND/OR ERROR FREE AND MAKES NO WARRANTIES WITH RESPECT TO THIRD PARTY SOFTWARE (WARRANTIES FOR WHICH, IF ANY, ARE MADE BY THEIR RESPECTIVE LICENSORS).**

Customer further agrees that AIT and any of its employees, agents, affiliates, and/or suppliers shall not be liable to Customer for any claims, damages, or loss of profit which may be suffered by Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to Services provided hereunder, including, but not limited to, losses or damages resulting from loss of Customer Data. The utilization of any data or information received by Customer via AIT's Network, Services, and/or other AIT's other resources is at Customer's sole and absolute risk, and AIT specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

4. INTELLECTUAL PROPERTY

- a. **Intellectual Property:** Neither party shall take any action or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party in the other party's products, services, documentation, or intellectual property. Title to and ownership of any and all original and/or copies of any products, services, software, documentation, and/or Internet services developed by and/or for AIT and/or owned by AIT through the Term of the Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of AIT and its suppliers and/or its vendors. Customer shall not take any action to jeopardize, limit, and/or interfere in any manner with AIT's rights, title to, and interest in and to its trade secrets, inventions, copyrights, and/or



other intellectual property including without limitation disassembling, de-compiling, or reverse-engineering any of AIT's Internet software and/or any of AIT's source code. Customer shall not use any of AIT's intellectual property including without limitation AIT's name, trademarks, trade names, or logos, in connection with the operation of Customer's business, except as may be provided for in the Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.

- b. **Advertisement:** Customer grants AIT a non-exclusive, worldwide, royalty-free, and fully paid-up license during the Term to use of Customer's name, trademarks, logos, marks, and/or trade names in connection with AIT's Services (including Support) provisioned to Customer and to be listed as a customer of AIT's Services by AIT and/or its designees. This includes the right of AIT to sub-license its affiliates and/or any third parties providing all or part of Services on behalf of AIT to achieve the foregoing.
- c. **Feedback:** AIT owns all right, title, and interest in and to Feedback. Upon providing Feedback, Customer irrevocable assigns to AIT all right, title, and interest in and to any intellectual property rights in the Feedback and agrees to provide AIT with any assistance AIT may require to document, perfect, and/or maintain AIT's rights in the Feedback.
- d. **Services for US Government End-Use Customers:** AIT provides Services for ultimate federal government end use solely in accordance with the following license rights to use, modify, reproduce, release, perform, display, and/or disclose: Government technical data and software rights related to Service include only those rights customarily provided to public (i.e. non-governmental) customers as defined in the Agreement. This customary commercial license is provided in accordance with the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 12.211 ("Technical Data") and FAR 12.212 ("Software") for civilian agencies of the federal government, and, for Department of Defense transactions, the Defense Federal Acquisition Regulation Supplement ("DFARS") at 48 C.F.R. 252.227-7015 ("Technical Data-Commercial Items"), 48 C.F.R. 227.7202-3 ("Rights in Commercial Computer Software or Computer Software Documentation"). This U.S. Government Rights clause, consistent with 48 C.F.R. 12.211, 48 C.F.R. 27.212 (for federal civilian agencies) or 48 C.F.R. 227.7202-4 (for Department of Defense transactions), is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses federal governmental rights in computer software, computer software documentation, or technical data related to any and all Services provided under this Agreement or in any contract and/or subcontract for such. If a government agency has a need for rights not conveyed under this Section, it must negotiate with AIT to determine if there acceptable terms for transferring such rights, and a mutually acceptable written duly executed addendum must be included to the Agreement.

5. CONFIDENTIALITY & NON-SOLICITATION

- a. **Confidential Information:** Customer and AIT hereby agree not to disclose or use and to assure that their employees and agents do not disclose or use each other's Confidential Information. Both parties acknowledge that the other's respective Confidential Information is valuable, special, and unique; that its unauthorized disclosure and/or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief. Upon termination of the Agreement, each party agrees to return to the



other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other.

- b. **Non-Solicitation:** Customer shall not cause or attempt to cause any employee or agent of AIT, its subsidiaries, and/or of its parent company, to terminate employment or agency during the Term of this Agreement. Customer further agrees not to cause or attempt to cause any of AIT's customers, their agents, or their employees to terminate their respective relationships with AIT, its subsidiaries, and/or its parent company.
- c. This Section will survive the termination of the Agreement for a period of two (2) years.

6. FEES AND PAYMENT:

The following is intended to supplement the BP by providing a context for it, without conflicting therewith:

- a. **Set-Up and Initial Term Fees:** Set-up fees, related service charges, and any applicable first payments for payment plan installments are due at the time Customer submits an Order, orders Services, and/or provisions Services. Customer accepts and acknowledges that Customer will be responsible for paying for any network resources that are used to connect Customer's Services, even if Customer is not utilizing Services. Customer may initiate non-renewal and/or a cancellation request in accordance with this Agreement but shall be responsible for paying for any AIT Network resources (including without limitation space provisioned for Customer's Services) up to the point of non-renewal or cancellation.
Customer further agrees and acknowledges that cancellations made after Customer submits an Order, orders Services, and/or provisions Services and/or AIT provisions Services for Customer will not nullify Customer's obligation for set-up fees, related service charges, and all Initial Term fees and/or payments due under any applicable payment plan. All set-up and Initial Term fees are non-refundable, in whole or in part, even if Customer's Account is suspended, cancelled, or transferred prior to the end of the Initial Term. Any suspension, termination, and/or cancellation by AIT or Customer shall not relieve Customer of the obligation to pay all fees accrued prior to such suspension, termination and/or cancellation.
- b. **Invoices:** AIT will charge Customer for fees in accordance with the Order; unless otherwise stated, the billing cycle for Services will be monthly. AIT will charge Customer's credit/debit card without invoice as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle; and (ii) for non-recurring fees (such as fees for initial set up fees, service related charges, overages, cycle fees, and domain name registration fees) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at AIT's option. AIT, in its sole discretion, may wait to charge such fees until the total aggregate due are at least \$10.
- c. **Restrictive Endorsements:** If Customer pays by check, restrictive endorsements or other statements on checks accepted by AIT shall have no effect.
- d. **Late Fees:** In AIT's sole discretion, interest charges may be added to any past due amounts at the rate of 1.5% per month (or the maximum rate allowed by law, if less).
- e. **Promotional Offers and Guarantees:** All promotional offers may be invalidated by AIT, in its sole discretion, if Customer fails to make timely and full payment or if Customer cancels Services within 30 calendar days of the Effective Date, and, as such, Customer will be charged the full price Services. 30-day "money-back" guarantees do not apply to hosting plans or upgrades and/or downgrades from one plan to another.
- f. **Default and Acceleration:** Should Customer fail to make timely and full payment and/or otherwise breach this Agreement, AIT may declare Customer in default and require Customer to pay all fees owing for the then-current Term immediately and without prior notice. Further, in the event of such



default, AIT may act, in its sole discretion, as Customer's Attorney-in-Fact to execute actions and/or proceedings including without limitation selling and/or otherwise disclosing Customer Data and/or Customer's Registered Name registration.

- g. Collections: Customer shall reimburse AIT for all administrative costs (including reasonable attorney fees) associated with collecting overdue Account balances, delinquent payments, and/or dishonored payments, including without limitation credit card chargebacks.

7. SUSPENSION and TERMINATION:

- a. Breach of Agreement: AIT, in its sole discretion, may unilaterally suspend and/or terminate Services without liability if: (i) AIT believes that AIT Software is being used in violation of the Agreement; (ii) Customer fails to make full and timely payment; (iv) Customer does not cooperate with AIT's reasonable investigation of any suspected violation of the Agreement; (v) there is an attack on the Services and/or Services are/were accessed and/or manipulated by a third party; (vi) AIT is required to do so by law or a regulatory or governmental body; or (vii) there is another event for which AIT reasonably believes, in its sole discretion, such action is necessary to protect AIT's Network and/or other resources and/or other customers. If AIT suspends Customer's access to Services and/or use of any portions of Services for any reason, Customer shall remain responsible for any applicable fees and charges for any Services to which Customer continues to have access, in addition to any applicable data storage fees and/or additional fees and/or charges. If AIT suspends Customer's access to Services and/or use of any and/or all portions of Services due to a breach of Customer's obligations under the Agreement, AIT may continue to charge Customer fees for Services, regardless of limited and/or no access to and/or use of Services, during the suspension, in addition to any applicable data storage fees and/or additional fees and/or charges. AIT, in its sole discretion, may charge a reconnection fee upon reinstatement of Service.
- b. Notice of Suspension or Termination: AIT will attempt to give Customer reasonable advance notice of suspension or termination (of at least twelve (12) business hours), unless AIT determines, in its sole discretion, that such action on shorter or contemporaneous notice is necessary.

8. INDEMNIFICATION:

Customer shall indemnify and hold harmless AIT from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs, and expenses that may be initiated against AIT and AIT's officers, directors, and employees for any Service provided to Customer by AIT, to include Web space content that violates any copyright, trademark, or service mark; any proprietary right of any person or entity; any state and/or federal laws or regulations; or contains any defamatory matter.

9. MISCELLANEOUS:

- a. Governing Law: The Agreement shall be governed by the laws of the State of North Carolina in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, and/or other matters arising from the Agreement will only lie in Cumberland County, North Carolina. If any legal action is brought in Cumberland County, North Carolina, to enforce and/or interpret the Agreement, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees. If either files or brings any such legal action outside Cumberland County, North Carolina, the defending party may make a formal demand listing all its reasonable costs and expenses including attorneys fees to the



filing party and the filing party shall fully reimburse the defending party within ten (10) calendar days after receipt of such demand .

- b. **Severability:** In the event that any term, condition, and/or provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, and/or invalid in whole or in part for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
- c. **Interpretation:** Captions in the Agreement are for convenience only. Use of the words and/or phrase "including," "and/or," and "such as" herein shall be read as "including without limitation." The format, words, and phrases herein have plain English meanings and/or definitions generally understood in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity is found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party.
- d. **Survival:** All Agreement terms, provisions, paragraphs, and/or sections, which by their nature are intended to survive expiration or termination of the Agreement, shall so survive.
- e. **Force Majeure:** Either party shall be excused from performance to the extent that it is prevented from performing as a result of any act and/or event which occurs and that is beyond the nonperforming party's reasonable control including without limitation: (i) acts of God; (ii) war; (iii) weather; (iv) utility or telecommunications outages; (v) unrest or riot; (vi) union strikes; or (vii) any action of a governmental entity, provided that the such nonperforming party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such force majeure.
- f. **Notices:** AIT's routine communications regarding Services and/or legal notices will be sent to the designated contact person listed on Customer's Account either by electronic mail or USPS mail, except that AIT may give notice of Agreement revisions and/or amendments by posting such notice on Customer's Account. Customer should send routine communications to AIT via links from Customer's Account portal. All non-routine and/or legal correspondence should be sent either by electronic mail to legal@ait.com or by USPS to...

Advanced Internet Technologies, Inc.
ATTN: General Counsel
421 Maiden Lane
Fayetteville, NC 28301.

Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, the first Business Day following the time delivered, except that notice of Agreement amendments or revisions are deemed delivered the earlier of: (i) Customer accessing Customer's Account; (ii) Customer's continued use of Services; or (iii) thirty (30) days after such notice is posted.

AIT's IT SIN 54151S (IT Professional Services)

Terms and Conditions

Dedicated Server Hosting Terms and Conditions

1. **DEFINITIONS:**

- a. "Agreement" shall refer to the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: this instrument, which you are now reading; the AIT application/order form for Web space and Services; AIT's [Acceptable Use Policy](#) (AUP); and AIT's [Billing and Procedures Policy](#) (BP). The term "Agreement" shall not refer to any statement, supposition, or understanding not recorded in writing in this document.
- b. "Registered Name" shall refer to a domain name, whether consisting of two or more levels, about which the Registry Operator of a Top Level Domain (TLD), or an affiliate engaged in providing Registry Services, maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. In essence, a Registered Name is a domain name that is registered with a Registry Operator, through an ICANN-accredited Domain Name Registrar.
- c. "The Government" shall refer to any ordering agency that has purchasing power through the GSA to purchase services from AIT under this Agreement.

2. **SERVICE DESCRIPTION:** As a World Wide Web, Information Technology, and Internet Service Provider, AIT provides Internet Web hosting, dedicated server hosting, colocation hosting, ecommerce, domain registration, and associated services, hereafter referred to as the "Service" or "Services." For this purpose, AIT maintains a network of dedicated server computers, routers, switches, and other equipment (collectively, the "Network") located in North Carolina, USA, and integrated with the Internet. This Network sends and receives data and information via the World Wide Web. The Government wishes to connect to the Web and establish an Internet Web presence by utilizing the various resources of AIT's Network and AIT's Services. The quantity, type, and duration of Services provided to the Government shall be as the Government has already affirmatively selected in the AIT application/order form.

3. **CONDITIONS:** The AIT application/order form for Web space and Services; The foregoing constitutes a legal and binding contract between AIT and the Government, which does not extend to any other person or entity.

The Government may resell to third parties, but is responsible for third party activities and content, and is bound by the terms of this Agreement.

The duration of this Agreement, as to its Initial Term and any renewal thereof, shall be as the Government has already affirmatively selected on the AIT application/order form.

Also IAW the BP, cancellations made after an application has been received by AIT, and after services have been set up by AIT, do not nullify the Government responsibility to pay costs incurred by AIT in setting up said service. To protect the Government's data from malicious deletion or other tampering, and to protect AIT from liability therefore, all cancellations by the Government must be accomplished exactly IAW the AIT BP.

4. **WARRANTIES and LIMITATION OF LIABILITY:** With respect to the Services to be provided hereunder, the Government understands and acknowledges that AIT MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. The Government further agrees that AIT shall not be liable to the Government for any claims, damages, or loss of profit which may be suffered by the Government or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to the Services provided hereunder, including, but not limited to, losses or damages resulting from loss of data due to

delays, non-deliveries, or Service interruptions. The utilization of any data or information received by the Government from use of the Services to be provided by AIT is at the Government's sole and absolute risk. AIT specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

5. **TRADEMARKS:** The Government shall not use the AIT name, trademarks, trade names, or logos in connection with the operation of the Government's business, except as may be provided for in this Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.

Neither party shall take any action, or intentionally omit to take any action, that would jeopardize, limit, or interfere in any manner with the ownership of the other party in the other party's products, services, documentation, or intellectual property. Title to and ownership of all copies of any products, services, software, documentation, or Internet services developed by or for AIT or owned by AIT through the term of this Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of AIT and its suppliers. The Government shall not take any action to jeopardize, limit, or interfere in any manner with AIT's ownership and rights therein. The Government agrees not to disassemble, de-compile, or reverse-engineer any of AIT's Internet software or any of AIT's source code, without limitation.

6. **CONFIDENTIALITY & NON-COMPETITION:** The Government and AIT hereby agree not to disclose or use, and to assure that their employees and agents do not disclose or use, any confidential information belonging exclusively to one another ("one another's Confidential Information"). The Government and AIT acknowledge that the following materials and information, and all copies thereof, constitute one another's Confidential Information:
- a. Lists of subscribers, customers, or clients, including without limitation information about their occupation, credit card numbers, information, and preferences; and the results of market research performed or obtained by one another concerning any such subscribers, customers, or clients;
 - b. Information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information marked "Confidential"; and
 - c. Both parties acknowledge that the other party's above-listed Confidential Information is valuable, special, and unique; that its unauthorized disclosure or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief.
 - d. The Government shall not cause or attempt to cause any Employee or Agent of AIT, of AIT's subsidiaries, or of its parent company, to terminate his/her employment or agency during the term of this Agreement. The Government further agrees not to cause or attempt to cause any of AIT's customers, their agents, or their employees to

- terminate their respective relationships with AIT, or with any of AIT's subsidiaries, or with its parent company.
- e. Upon termination of this Agreement, each party agrees to return to the other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other party.
 - f. This Paragraph will survive the termination of this Agreement for a period of two (2) years.
7. **PAYMENT POLICIES:** The following is intended to supplement the AIT BP by providing a context for it, without conflicting therewith.
- g. As consideration for AIT's promise to provide to the Government the Services described hereunder, the Government agrees to pay AIT, at the time of submitting the application and order, all the AIT fees for the Services which the Government has ordered, regardless of the service plan/payment selections The Government has already affirmatively made on the AIT application/order form.
 - h. All set-up and Initial Term fees are non-refundable, in whole or in part, even if the Government's Service account shall be suspended, cancelled, or transferred prior to the end of the Government's then-current term. Any termination or cancellation by AIT or the Government shall not relieve the Government of the obligation to pay all fees accrued prior to such termination or cancellation.
 - i. The Government's set-up fee and first payment are due at the time the on-line application and Agreement are filled out and submitted to AIT. The Government will thereafter be billed according to the [AIT BP](#).
 - j. In the event that the Government fails to pay for Services IAW the AIT BP, AIT shall be entitled to unilaterally suspend its obligation to perform under this Agreement, in whole or in part, and to discontinue all or some Services, at its option, until payment is made IAW the BP.
8. **BREACH AND REVOCATION:** In the event that AIT may at any time believe that the Service is being utilized for unlawful purposes by the Government, or in contravention of the terms and provisions of this Agreement, AIT may unilaterally and immediately discontinue such Service to the Government without liability. Without limitation, this provision will include adult-content matters, unsolicited bulk emailing, and failure to pay in accordance with the AIT BP.
9. **INDEMNIFICATION:** The Government shall indemnify and hold harmless AIT from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs, and expenses that may be initiated against AIT and AIT's officers, directors, and employees for any Service provided to the Government by AIT, to include Web space content that violates any copyright, trademark, or service mark; any proprietary right of any person or entity; any state and/or federal laws or regulations; or contains any defamatory matter.
10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of North Carolina in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, or other matters arising out of the Services provided herein and under this Agreement will only lie in Cumberland County, North Carolina. If any action at law or in equity is brought in Cumberland County, North Carolina, to enforce or interpret the provisions of this Agreement and Services provided herein, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees. The parties agree that this Paragraph 15 is a material inducement to each of them to enter into this agreement, and further agree that, if either party violates this agreement by filing or bringing, outside Cumberland County, North Carolina, any action at law or in equity to enforce or interpret the provisions of this Agreement and the Services provided



GSA Schedule 70

Advanced Internet Technologies, Inc. ("AIT")

GSA Contract GS-35F-0418U

herein, the party filing or bringing such action shall fully reimburse the defendant party for its reasonable costs to include attorney fees, and shall make such reimbursement in full within ten (10) calendar days after receipt of a formal demand therefore, which demand shall include a list of all costs and expenses demanded.

11. **SEVERABILITY:** In the event that any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or invalid in whole or in part for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
12. **INTERPRETATION:** The format, words, and phrases used herein shall have the meanings generally understood thereby in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity shall be found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party.



Colocation Terms and Conditions

1. DEFINITIONS:

- a. **"Acceptable Use Policy"** ("AUP") means AIT's Acceptable Use Policy, accessible online at <http://www.ait.com/company/legal/aup>.
- b. **"Account"** means Customer's account with AIT, accessible online via <http://www.ait.com>.
- c. **"Agreement"** means the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: (i) this Agreement; (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms and conditions for use of a particular product or service; (iv) the AUP; and (v) the BP. The term "Agreement" does not mean and/or shall not refer to any statement, supposition, and/or understanding not recorded in writing in such documents.
- d. **"Billing Policy"** ("BP") means AIT's Billing Policy, available online at <http://www.ait.com/company/legal/billing-procedures>.
- e. **"Confidential Information"** means all information disclosed by one party to the other, whether disclosed before or after the Effective Date of the Agreement, that the receiving party should reasonably understand to be confidential, including but not limited to: (i) unpublished prices and other terms of Services, audit and security reports, product development plans, nonpublic information of the parties relating to its business activities and/or financial affairs, data center designs (including but not limited to non-graphical information observed during a data center tour), server configuration designs, and other proprietary information or technology; (ii) lists of subscribers, customers, and/or clients, including without limitation information such as credit card numbers, personal contact information, and preferences; and the results of market research performed or obtained by one another concerning any such subscribers, customers, and/or clients; and (iii) information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information marked "Confidential." Information that is developed by one party on its own, without reference to the other party's Confidential Information, or that becomes available to one party other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party. Confidential information shall not include Customer Data.
- f. **"Services"** means AIT providing Storage and Connection.
- g. **"Storage"** means the housing of Customer's Equipment by AIT in the Data Center.
- h. **"Connection"** means AIT's providing Customer the ability to connect to AIT's Network including Internet and power connectivity.
- i. **"Customer" or "You"** means the authorized ordering agency procuring AIT's Services.
- j. **"Customer Data"** means all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using Services, AIT's Network, and/or other AIT resources.
- k. **"Customer Equipment"** means Customer's servers and other equipment utilized for connection to the world-wide web.
- l. **"Data Center"** means AIT's data center.
- m. **"Effective Date"** means the earlier of the date of (i) Agreement execution or (ii) AIT's provisioning of Services.

- n. **"Feedback"** means information provided by Customer, either unsolicited or in response to a questionnaire, survey, and/or other material, regarding Customer's opinions about AIT and/or its Services.
- o. **"Network"** means AIT's network of servers, machines, routers, hubs, switches, and other equipment that is integrated with the world-wide web.
- p. **"Order"** means: (i) any online order Customer submits for Services, (ii) any written order (either in electronic and/or paper form) provided to Customer by AIT for signature that describes Service(s) Customer is purchasing that Customer signs, either manually or electronically, and (iii) Customer's use or provisioning of Services through Customer's Account and/or the AIT control panel.
- q. **"Personal Data"** ("PII") means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health, or other data and/or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number and/or other government issued number, financial account number, date of birth, address, biometric data, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC 1 6809(4); and/or (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103.
- r. **"Registered Name"** means a domain name, whether consisting of two or more levels, about which the Registry Operator of a Top Level Domain (TLD), or an affiliate engaged in providing Registry Services, maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. In essence, a Registered Name is a domain name that is registered with a Registry Operator, through an ICANN-accredited Domain Name Registrar.
- s. **"Services"** means AIT providing Customer Storage and Connection.
- t. **"Storage"** means the housing of Customer's Equipment by AIT in the Data Center.
- u. **"Support"** means Service support including without limitation system administration, technical support, billing, cancellations, and/or upgrades for Services and/or any additional level of support offered by AIT applicable to specific Services ordered by Customer.
- v. **"Term"** means the length of the Agreement; unless otherwise specified in the Order, the initial term of this Agreement is one (1) year ("Initial Term"), commencing on the Effective Date.
- w. **"Terms and Conditions"** means the terms, conditions, and general provisions as listed in the Agreement, any applicable product or service-specific Product and/or Service Terms and Conditions, and any terms and conditions listed in the Order.

2. TERMS and CONDITIONS:

- a. **Entire Agreement and Understanding:** By accepting this Agreement including without limitation all documents referenced herein, Customer has entered into a legal and enforceable contract with AIT and accepts that the Terms and Conditions govern the Services outlined below. The Agreement does not extend to any other person or entity, and is the totality of the following documents: (i) the Agreement, (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular Service; (iv) AIT's AUP; and (v) AIT's BP. This instrument, along with the above-listed documents, constitutes the entire Agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement; should any discrepancies between the aforementioned documents exist, the order of preference for such terms and conditions are as follows: (i) the Order; (ii) any and all applicable Specific Product/Service Terms and Conditions; (iii) AIT's BP; (iv) AIT's AUP; and (v) the Agreement. Any pre-printed terms on



- Customer's purchase order and/or any other business forms furnished by Customer to AIT will not become and are not a part of the Agreement.
- b. **AIT's Obligations:** Contingent upon AIT's acceptance of the Order and subject to the Terms and Conditions, AIT agrees to provide Services, as described in the Order.
 - c. **Amendments:** AIT, to stay compliant with any and all applicable foreign, federal, state, and local laws, and/or in its sole discretion, may from time to time revise the Agreement, including without limitation the availability of Services and Service prices. Such amendments and/or revisions will become effective as to the Agreement upon the earlier of (i) thirty (30) days after AIT sends notice of such revision; (ii) Customer logging into Customer's Account, or (iii) Customer's continued use of Services. Customer is solely responsible for staying informed with respect to the Agreement. Any other amendments to the Agreement must be expressly done by formal writing and signed by both parties.
 - d. **Customer Data:** Customer warrants that all Customer Data conveyed via Customer Equipment will comply with any and all applicable federal, state, and/or local laws and the Terms and Conditions. Customer agrees and acknowledges that Customer is solely responsible for preservation of Customer Data and further agrees to maintain at least one (1) current copy of any programs, software, and/or Customer Data outside of AIT's Network and to initiate backup(s) and perform quality testing on such. AIT has no responsibility to preserve Customer Data. Any and all AIT-provided Customer Data storage and/or backup Services and/or Support is provided AS IS WITHOUT WARRANTY. AIT is not responsible to Customer for loss of Customer Data or any third party and/or unauthorized use of the Services and/or access to Customer's Customer Data.
 - e. **Customer's Obligations:** Customer will provide specifications for all Customer Equipment requiring space and power consideration. Customer is responsible for Customer Equipment delivery arrangements to the Data Center, notifying AIT of the delivery date, and all costs associated with this process and is liable for any equipment damaged during transportation. Client is responsible for the installation of Customer Equipment in the Date Center and retains responsibility for Customer Equipment and liability for any damages during installation including initial Connection provisioning. Customer agrees to (i) comply with any and all applicable laws; (ii) comply with the Agreement and Terms and Conditions; (iii) make full and timely payment of fees for the Services and any Support fees; (iv) use and maintain reasonable security precautions, protection, and backup of Customer Data, in light of use of Services, including, without limitation, encrypting any PII transmitted to and from, and while stored on the Network, and maintaining security of login credentials and not share such credentials except to establish and/or authorize users in Account; (v) cooperate with AIT's reasonable investigation regarding assessment of fees and/or overage charges, outages, security problems, and/or any suspected breach of the Agreement; (vi) keep billing contact and other Account information including without limitation contact names, physical mailing addresses, telephone numbers, and email addresses up to date; (vii) immediately notify AIT of any unauthorized use of Services and/or any other breach of security; (viii) determine the suitability of Services in light of the type of Customer Data used with Services; (ix) pay the amount of tax due or provide AIT with satisfactory evidence, in AIT's sole discretion, of exemption from tax, if AIT is required by law to collect taxes on provisioning of Services, and provide AIT with accurate factual information to help AIT determine if any such tax is due, and (x) insure all Customer Equipment and provide AIT with a copy of such insurance policy, if so requested.
 - f. **Data Center Access:** AIT will grant Customer access one (1) hour each month (monthly) to the location of Customer Equipment within the Data Center during normal business hours (Monday-Friday, 8am-5pm, excluding federally recognized holidays), so long as Customer provides AIT with a 24 hour advance notice and Customer does not owe any past due invoices. Customer must



present a valid government-issued ID that matches Customer's Account's designated point of contact's first and last names and date of birth upon arrival. AIT personnel must accompany Customer to the Data Center and remain with Customer during such access. If Customer desires access (i) without 24 hour notice; (ii) outside of normal business hours; (iii) more than one (1) time each month; and/or (iv) for longer than one (1) hour, that AIT reserves the right to assess Support fees for such access.

- g. Export: Customer will comply with all applicable export and import control laws and regulations in its use of Services, and in particular, Customer will not utilize Services to export or re-export data or software without all required United State and/or foreign government licenses. Customer represents and warrants that Customer is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and are not otherwise a person to whom AIT is legally prohibited to provide Services. Customer assumes full legal responsibility for any access and use of Services from outside the United States, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export licenses, and represent that should such license be required that it is Customer's responsibility to obtain the same, and in the event of any breach of this duty resulting in legal claims against AIT, Customer shall defend and hold AIT harmless from all claims and damages arising therefrom.
- h. Execution: The Agreement may be signed in multiple counterparts, which taken together will be considered as the original executed Agreement. Facsimile signatures, signatures by electronic image (i.e. .pdf or .jpg format), and/or electronic signatures shall be deemed as original signatures.
- i. IP Addresses: Upon expiration or termination of the Agreement, Customer must discontinue use of Services and relinquish use of IP addresses and server names assigned to Customer by AIT in connection with Services, including without limitation pointing the DNS for Customer's domain name(s) away from AIT. Customer agrees AIT may, in its sole discretion, make modifications to DNS records and zones on AIT's Network, managed and/or operated DNS servers, and/or other services.
- j. Legal Compliance: AIT may suspend or terminate Services and/or the Agreement immediately, in AIT's sole and absolute discretion, with or without prior notice, upon receipt of any lawfully issued notice alleging use of Services and/or the Network to accomplish violations of law from any court having jurisdiction over AIT. When subject to lawful process requiring disclosure, AIT may disclose Customer's identity and/or contact information, without providing Customer prior notice of such disclosure, and AIT will not be liable for damages and/or results thereof. Customer agrees not to bring any action and/or claim against AIT for such disclosures.
- k. No High Risk Use: Customer may not use Services in any situation where failure or fault of Services could lead to death or serious bodily injury of any person or to physical or environmental damage. For example, without limitation, Customer may not use, or permit any other person to use, Services for the development, design, manufacture, production, stockpiling, and/or use of nuclear, chemical, and/or biological weapons, weapons of mass destruction, or missiles or in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
- l. Paid Per Incident Support ("PPIS"): You acknowledge that AIT will provide PPIS Services under your specific direction. AIT DOES NOT OFFER OR PROVIDE (AND HEREBY DISCLAIMS) ANY WARRANTY WITH RESPECT TO PPIS. NOTWITHSTANDING ANYTHING CONTAINED IN THE AGREEMENT TO THE CONTRARY, PPIS SERVICES ARE PROVIDED ON AN "AS IS" BASIS. AIT SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY DIRECT OR INDIRECT LOSS, COST OR DAMAGE YOU MAY INCUR IN CONNECTION WITH AIT PROVIDING OR FAILING TO PROVIDE THE SUPPORT TO THE GOVERNMENT.

- m. Relationship: The relationship between AIT and Customer is that of independent contractors. Neither party is the agent for the other nor has the right to bind the other in any agreement with any third parties. Nothing in this Agreement shall be construed to constitute Customer as AIT's agent, employee, independent contractor, joint venturer, and/or any other similar entity. There are no third party beneficiaries to this Agreement.
- n. Renewal and Non-renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for a term equal to the length of the Initial Term ("Renewal Term"). For example, if the Agreement's Initial Term is one (1) year, the Agreement will automatically renew one (1) year from the Effective Date, and the Renewal Term will be one (1) year. This Renewal Term will automatically occur, unless and until one party gives the other a thirty (30) day advanced written notice of non-renewal, prior to the expiration of the Initial term or expiration of the then-current Renewal Term. Customer agrees to follow AIT's non-renewal process, accessible from Customer's Account to give an effective notice of non-renewal
- o. Support: Customer will provide Customer's own technical and administrative support including without limitation (i) installation, provision, operation, and/or maintenance of Customer's Equipment hardware and/or software or any computer hardware and/or software used by Customer; and (ii) system administration, technical support, billing, cancellations and/or upgrades related to Customer's Equipment and/or Customer's products or services at Customer's own expense and at Customer's premises or as otherwise arranged by Customer. AIT will NOT provide Support for any Services. If Customer desires and/or requests Support, AIT will assess fees for such Support at a rate of \$100/hour with a minimum one (1) hour charge.
- p. Termination for Infringement: If AIT is faced with a credible claim that Services infringe on the intellectual property rights of a third party, and AIT is not able to obtain the right to use the infringing element and/or modify Services such that they do not infringe, AIT may terminate Services on reasonable notice of at least thirty (30) days and will not have any liability on account of such termination, except to refund the fees actually paid for Services not used as of the time of termination (i.e. pre-payment).
- q. Third Party Services: AIT from time to time may recommend and/or make available, including without limitation availability through deployment, various third party software, products, implementation tools, and/or services for Customer's consideration. AIT MAKES NO REPRESENTATION AND/OR WARRANTIES WHATSOEVER REGARDING SUCH THIRD PARTY SOFTWARE, PRODUCTS, TOOLS, and/or SERVICES THAT ARE NOT PURCHASED FROM AIT. Customer's use of any such third party software, products, tools, and/or services is governed by the terms of Customer's agreement with the third party provider of such, if any, and is at Customer's sole risk.
- r. Third Party Users: Customer may permit subsidiary and affiliated companies to use Services, and Customer is responsible for acts and/or omissions of any and all third party users. Customer may resell to third parties and assumes full responsibility for third party activities and content, which are governed by the Agreement. There are no third party beneficiaries to the Agreement, meaning that Customer's customers, subsidiaries, affiliates, and/or third parties have no rights against AIT under and/or arising from the Agreement.

3. WARRANTIES and LIMITATION OF LIABILITY:

With respect to Services, Customer understands and acknowledges **that AIT MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED**. Customer agrees that use of Services is entirely at Customer's own risk. Services are made available on an "as is," "where is" and "with all faults" basis, Customer further agrees that AIT and any of its employees, agents, affiliates, and/or suppliers shall not be liable to Customer for any claims, damages, expenses and/or lost profits,



whether or not foreseeable, which may be suffered by Customer or any other entity in any respect for direct, indirect, consequential, actual, and/or punitive damages arising out of and/or in relation to Services including, but not limited to, losses or damages resulting from loss of Customer Data. The utilization of any data or information received by Customer via AIT's Network, Services, and/or other AIT's other resources is at Customer's sole and absolute risk, and AIT specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

In no event will AIT be liable for any damages including without limitation direct, indirect, incidental, special, consequential, and/or punitive damages arising out of the use of or inability to use AIT's Services or any content thereon including without limitation any damages or injury whether for breach of contract, tort, or otherwise caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, fire corruption, communication failure, network or system outage, or theft, destruction, unauthorized access to, alteration of, or use of Customer Equipment, the Network and/or the Data Center.

AIT's Services including the provisioning of Connection at any particular bandwidth rate does not constitute a guarantee of the end to end throughput or bandwidth available to Customer.

If Customer Equipment and/or the data transmitted through such is in some way harmful to the Network, AIT reserves the right to disable Connection until Customer resolves such issue.

Power Backup UPS service and generator backup are provided as a secondary source of power in the event of a utility power failure. AIT may determine that it is not in its best interest to run the generator for extended period if power has not been restored and will make reasonable effort to inform Customer.

AIT's disaster recovery plan does not include replacement of co-located systems including Customer Equipment. Co-located systems including Customer Equipment are not insured by AIT.

4. INTELLECTUAL PROPERTY:

- a. Intellectual Property: Neither party shall take any action or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party in the other party's products, services, documentation, or intellectual property. Title to and ownership of any and all original and/or copies of any products, services, software, documentation, and/or Internet services developed by and/or for AIT and/or owned by AIT through the Term of the Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of AIT and its suppliers and/or its vendors. Customer shall not take any action to jeopardize, limit, and/or interfere in any manner with AIT's rights, title to, and interest in and to its trade secrets, inventions, copyrights, and/or other intellectual property including without limitation disassembling, de-compiling, or reverse-engineering any of AIT's Internet software and/or any of AIT's source code. Customer shall not use any of AIT's intellectual property including without limitation AIT's name, trademarks, trade names, or logos, in connection with the operation of Customer's business, except as may be provided for in the Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.



- b. AIT's Network: Customer does not acquire any ownership interest in and/or right to possess the Network and/or any Network components.
- c. Advertisement: Customer grants AIT a non-exclusive, worldwide, royalty-free, and fully paid-up license during the Term to use of Customer's name, trademarks, logos, marks, and/or trade names in connection with AIT's Services (including Support) provisioned to Customer and to be listed as a customer of AIT's Services by AIT and/or its designees. This includes the right of AIT to sub-license its affiliates and/or any third parties providing all or part of Services on behalf of AIT to achieve the foregoing.
- d. Feedback: AIT owns all right, title, and interest in and to Feedback. Upon providing Feedback, Customer irrevocable assigns to AIT all right, title, and interest in and to any intellectual property rights in the Feedback and agrees to provide AIT with any assistance AIT may require to document, perfect, and/or maintain AIT's rights in the Feedback.
- e. Services for US Government End-Use Customers: AIT provides Services for ultimate federal government end use solely in accordance with the following license rights to use, modify, reproduce, release, perform, display, and/or disclose: Government technical data and software rights related to Service include only those rights customarily provided to public (i.e. non-governmental) customers as defined in the Agreement. This customary commercial license is provided in accordance with the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 12.211 ("Technical Data") and FAR 12.212 ("Software") for civilian agencies of the federal government, and, for Department of Defense transactions, the Defense Federal Acquisition Regulation Supplement ("DFARS") at 48 C.F.R. 252.227-7015 ("Technical Data-Commercial Items"), 48 C.F.R. 227.7202-3 ("Rights in Commercial Computer Software or Computer Software Documentation"). This U.S. Government Rights clause, consistent with 48 C.F.R. 12.211, 48 C.F.R. 27.212 (for federal civilian agencies) or 48 C.F.R. 227.7202-4 (for Department of Defense transactions), is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses federal governmental rights in computer software, computer software documentation, or technical data related to any and all Services provided under this Agreement or in any contract and/or subcontract for such. If a government agency has a need for rights not conveyed under this Section, it must negotiate with AIT to determine if there acceptable terms for transferring such rights, and a mutually acceptable written duly executed addendum must be included to the Agreement.

5. CONFIDENTIALITY & NON-SOLICITATION:

- a. Confidential Information: Customer and AIT hereby agree not to disclose or use and to assure that their employees and agents do not disclose or use each other's Confidential Information. Both parties acknowledge that the other's respective Confidential Information is valuable, special, and unique; that its unauthorized disclosure and/or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief. Upon termination of the Agreement, each party agrees to return to the other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other.
- b. Non-Solicitation: Customer shall not cause or attempt to cause any employee or agent of AIT, its subsidiaries, and/or of its parent company, to terminate employment or agency during the Term of this Agreement. Customer further agrees not to cause or attempt to cause any of AIT's



customers, their agents, or their employees to terminate their respective relationships with AIT, its subsidiaries, and/or its parent company.

- c. This Section will survive the termination of the Agreement for a period of two (2) years.

6. PAYMENT & DEFAULT:

- a. Set-Up and Initial Term Fees: Set-up fees, related service charges, and any applicable first payments for payment plan installments are due at the time Customer submits an Order, orders Services, and/or provisions Services. Customer accepts and acknowledges that Customer will be responsible for paying for any network resources that are used to connect Customer's Services, even if Customer is not utilizing Services. Customer may initiate non-renewal and/or a cancellation request in accordance with this Agreement but shall be responsible for paying for any AIT Network resources (including without limitation space provisioned for Customer's Services) up to the point of non-renewal or cancellation. Customer further agrees and acknowledges that cancellations made after Customer submits an Order, orders Services, and/or provisions Services and/or AIT provisions Services for Customer will not nullify Customer's obligation for set-up fees, related service charges, and all Initial Term fees and/or payments due under any applicable payment plan. All set-up and Initial Term fees are non-refundable, in whole or in part, even if Customer's Account is suspended, cancelled, or transferred prior to the end of the Initial Term. Any suspension, termination, and/or cancellation by AIT or Customer shall not relieve Customer of the obligation to pay all fees accrued prior to such suspension, termination and/or cancellation.
- b. Invoices: AIT will charge Customer for fees in accordance with the Order; unless otherwise stated, the billing cycle for Services will be monthly. AIT will charge Customer's credit/debit card as follows: (i) for recurring fees, in advance, on or around the first day of each billing cycle; and (ii) for non-recurring fees (such as fees for initial set up fees, service related charges, overages, cycle fees, and domain name registration fees) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at AIT's option.
- c. Restrictive Endorsements: If Customer pays by check, restrictive endorsements or other statements on checks accepted by AIT shall have no effect.
- d. Late Fees: In AIT's sole discretion, interest charges may be added to any past due amounts at the rate of 1.5% per month (or the maximum rate allowed by law, if less).
- e. Promotional Offers and Guarantees: All promotional offers may be invalidated by AIT, in its sole discretion, if Customer fails to make timely and full payment or if Customer cancels Services within 30 calendar days of the Effective Date, and, as such, Customer will be charged the full price Services. No 30-day "money-back" guarantees do not apply to collocation plans, self-managed dedicated server plans, or upgrades and/or downgrades from one plan to another.
- f. Suspension of Services: Customer acknowledges and agrees that in the event of Customer's failure to pay for any reason, including chargebacks, AIT reserves the right to suspend Customer's Account including without limitation by terminating Connection, removing Customer Equipment from the Network and/or Data Center, and/or denying Customer access to the Data Center. Customer agrees that AIT will not be liable for any claims, damages, and/or expenses arising from such suspension.
- g. Suspension of Services and Registered Name registration: Customer acknowledges and agrees that Customer's Registered Name is subject to suspension, cancellation, or transfer by any ICANN procedure, by any Registrar and/or Registry Operator procedures approved under an ICANN-adopted policy, and/or by any other TLD Registry Operator procedures as the case may be, for the resolution of disputes concerning the Registered Name, and, in the event of



Customer's failure to pay, Customer agrees and acknowledges that, AIT, in its sole discretion, may cause Customer's Registered Name registration to be transferred to AIT. Should AIT cause Customer's Registered Name registration to be transferred, AIT will possess any and all rights regarding such Registered Name registration including without limitation the right to make said Registered Name available to other parties for purchase. AIT may reinstate Customer's Registered Name registration at AIT's sole discretion following AIT's receipt of payment in full from Customer (unless AIT has already sold the Registered Name registration to a third party, under the above provisions of this Agreement).

- h. **Default and Acceleration:** Should Customer fail to make timely and full payment and/or otherwise breach this Agreement, AIT may declare Customer in default and require Customer to pay all fees owing for the then-current Term immediately and without prior notice. **Further, in the event of such default, AIT may, in its sole discretion, suspend Services, terminate Customer's Account, and execute actions and/or proceedings including without limitation the right to succeed as owner of Customer Equipment, selling and/or otherwise disclosing Customer Data and/or Customer's Registered Name registration. Customer agrees to accept any such succession as collateral payment for any owed balance and/or debt.** Any remaining balance will be due and payable.
- i. **Collections:** Customer shall reimburse AIT for all administrative costs (including reasonable attorney fees) associated with collecting overdue Account balances, delinquent payments, and/or dishonored payments, including without limitation credit card chargebacks.

7. MISCELLANEOUS:

- a. **Governing Law:** The Agreement shall be governed by the laws of the State of North Carolina in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, and/or other matters arising from the Agreement will only lie in Cumberland County, North Carolina. If any legal action is brought in Cumberland County, North Carolina, to enforce and/or interpret the Agreement, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees. If either files or brings any such legal action outside Cumberland County, North Carolina, the defending party may make a formal demand listing all its reasonable costs and expenses including attorneys fees to the filing party and the filing party shall fully reimburse the defending party within ten (10) calendar days after receipt of such demand .
- b. **Severability:** In the event that any term, condition, and/or provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, and/or invalid in whole or in part for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
- c. **Interpretation:** Captions in the Agreement are for convenience only. Use of the words and/or phrase "including," "and/or," and "such as" herein shall be read as "including without limitation." The format, words, and phrases herein have plain English meanings and/or definitions generally understood in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity is found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party.
- d. **Survival:** All Agreement terms, provisions, paragraphs, and/or sections, which by their nature are intended to survive expiration or termination of the Agreement, shall so survive.
- e. **Force Majeure:** Either party shall be excused from performance to the extent that it is prevented from performing as a result of any act and/or event which occurs and that is beyond the nonperforming party's reasonable control including without limitation: (i) acts of God; (ii) war;



GSA Schedule 70

Advanced Internet Technologies, Inc. ("AIT")

GSA Contract GS-35F-0418U

- (iii) weather; (iv) utility or telecommunications outages; (v) unrest or riot; (vi) union strikes; or (vii) any action of a governmental entity, provided that the such nonperforming party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such force majeure.
- f. Notices: AIT's routine communications regarding Services and/or legal notices will be sent to the designated contact person listed on Customer's Account either by electronic mail or USPS mail, except that AIT may give notice of Agreement revisions and/or amendments by posting such notice on Customer's Account. Customer should send routine communications to AIT via links from Customer's Account portal. All non-routine and/or legal correspondence should be sent either by electronic mail to legal@ait.com or by USPS to...

Advanced Internet Technologies, Inc.
ATTN: General Counsel
421 Maiden Lane
Fayetteville, NC 28301

Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, the first Business Day following the time delivered, except that notice of Agreement amendments or revisions are deemed delivered the earlier of: (i) Customer accessing Customer's Account; (ii) Customer's continued use of Services; or (iii) thirty (30) days after such notice is posted.

Cloud Hosting Terms and Conditions

1. DEFINITIONS:

- l. **"Acceptable Use Policy"** ("AUP") means AIT's Acceptable Use Policy, available online at <http://www.ait.com/legal/aup>.
- m. **"Account"** means the Customer's account with AIT, as accessible online at <http://www.ait.com>.
- n. **"Agreement"** means the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: (i) this Agreement; (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular Service; (iv) AIT's Acceptable Use Policy; and (v) AIT's Billing Policy. The term "Agreement" does not mean and/or shall not refer to any statement, supposition, or understanding not recorded in writing in such documents.
- o. **"API"** means application programming interface.
- p. **"Billing Policy"** ("BP") means AIT's Billing Policy, available online at <http://www.ait.com/company/legal/billing-procedures/>
- q. **"Confidential Information"** means all information disclosed by one party to the other, whether disclosed before or after the Effective Date of the Agreement, that the receiving party should reasonably understand to be confidential, including but not limited to: (i) unpublished prices and other terms of Services, audit and security reports, product development plans, nonpublic information of the parties relating to its business activities and/or financial affairs, data center designs (including but not limited to non-graphical information observed during a data center tour), server configuration designs, and other proprietary information or technology; (ii) lists of subscribers, customers, and/or clients, including without limitation information such as credit card numbers, personal contact information, and preferences; and the results of market research performed or obtained by one another concerning any such subscribers, customers, and/or clients; and (iii) information belonging to and/or concerning one another which is not generally known by or disclosed to the public, including without limitation information regarding one another's hardware, software, personnel, finances, business plans, computer programs, code, algorithms, expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial and product development plans, forecasts, strategies, and any other information marked "Confidential." Information that is developed by one party on its own, without reference to the other party's Confidential Information, or that becomes available to one party other than through violation of the Agreement or applicable law, shall not be "Confidential Information" of the other party. Confidential information shall not include Customer Data.
- r. **"Customer Data"** means all data, records, files, input materials, reports, forms, and/or other such items that are received, stored, and/or transmitted using Services, AIT's Network, and/or other AIT resources.
- s. **"Effective Date"** means the earlier of the date of (i) Agreement execution or (ii) AIT's provisioning of Services.
- t. **"Feedback"** means information provided by Customer, either unsolicited or in response to a questionnaire, survey, and/or other material, regarding Customer's opinions about AIT and/or its Services.
- u. **"Network"** means AIT's network of servers, machines, routers, hubs, switches, and other equipment that is integrated with the world-wide web.
- v. **"Cloud Services Agreement"** means AIT's Cloud Services Agreement, accessible online at <http://www.ait.com/company/legal/cloud-service-agreement/>



- w. "**Customer**" or "**You**" means the authorized ordering agency procuring AIT's Services.
- x. "**Order**" means: (i) any online order Customer submits for Services, (ii) any written order (either in electronic and/or paper form) provided to Customer by AIT for signature that describes Service(s) Customer is purchasing that Customer signs, either manually or electronically, and (iii) Customer's use or provisioning of Services through Customer's Account, the AIT control panel or through an API.
- y. "**Personal Data**" ("PII") means: (i) a combination of any information that identifies an individual with that individual's sensitive and non-public financial, health, or other data and/or attribute, such as a combination of the individual's name, address, or phone number with the individual's social security number and/or other government issued number, financial account number, date of birth, address, biometric data, or other personally identifiable information; (ii) any "non-public personal information" as that term is defined in the Gramm-Leach-Bliley Act found at 15 USC 1 6809(4); and/or (iii) "protected health information" as defined in the Health Insurance Portability and Accountability Act found at 45 CFR 160.103.
- z. "**Registered Name**" means a domain name, whether consisting of two or more levels, about which the Registry Operator of a Top Level Domain (TLD), or an affiliate engaged in providing Registry Services, maintains data in a Registry Database, arranges for such maintenance, or derives revenue from such maintenance. In essence, a Registered Name is a domain name that is registered with a Registry Operator, through an ICANN-accredited Domain Name Registrar.
- aa. "**Services**" means software, products, and/or services described in the Order and includes any service that Customer may self-provision through the AIT control panel, Customer's Account and/or which Customer utilizes via an API.
- bb. "**Support**" means technical support for Services and/or any additional level of support offered by AIT applicable to specific Services ordered by Customer.
- cc. "**Term**" means the length of the Agreement; unless otherwise specified in the Order, the initial term of this Agreement is one (1) month ("Initial Term"), commencing on the Effective Date.
- dd. "**Terms and Conditions**" means the terms, conditions, and general provisions as listed in the Agreement, any applicable product or service-specific Product and/or Service Terms and Conditions, and any terms and conditions listed in the Order.

2. TERMS and CONDITIONS:

- k. Entire Agreement and Understanding: The Agreement constitutes a legally binding contract between AIT and Customer, which does not extend to any other person or entity, and is the totality of the following documents: (i) the Cloud Services Agreement, (ii) the Order; (iii) any and all Specific Product/Service Terms and Conditions containing additional terms for use of a particular Service; (iv) AIT's AUP; and (v) AIT's BP. This instrument, along with the above-listed documents, constitutes the entire Agreement between the parties, and represents the complete and entire understanding of the parties with respect to the subject matter of this Agreement; should any discrepancies between the aforementioned documents exist, the order of preference for such terms and conditions are as follows: (i) the Order; (ii) any and all applicable Specific Product/Service Terms and Conditions; (iii) AIT's BP; (iv) AIT's AUP; and (v) the Cloud Services Agreement. Any pre-printed terms on Customer's purchase order and/or any other business forms furnished by Customer to AIT will not become and are not a part of the Agreement.
- l. AIT's Obligations: Contingent upon AIT's acceptance of the Order and subject to the terms of the Agreement, AIT agrees to provide Services and Support described in the Order
- m. Amendments: AIT, to stay compliant with any and all applicable foreign, federal, state, and local laws, and/or in its sole discretion, may from time to time revise the Agreement, including without



limitation the availability of Services and Service prices. Such amendments and/or revisions will become effective as to the Agreement upon the earlier of thirty (30) days after AIT sends notice of such revision, Customer logging into Customer's Account, or Customer's continued use of the Services. Customer is solely responsible for staying informed with respect to changes in this Agreement. Any other amendments to the Agreement must be expressly done by formal writing and signed by both parties.

- n. Customer Data: Customer agrees and acknowledges that Customer is solely responsible for preservation of Customer Data. Even with respect to Customer Data as to which Customer has contracted for additional or included backup Services and/or Support, AIT shall have no responsibility to preserve such Customer Data and any such backup Services and/or Support is provided AS IS, WITHOUT WARRANTY. AIT is not responsible to Customer for loss of Customer Data or any third party and/or unauthorized use of the Services and/or access to Customer's Customer Data. Customer has the option to create a backup of any Customer Data, including a copy of cloud server(s) and/or cloud-hosted databases, and further acknowledges and agrees that it is Customer's sole responsibility to maintain at least one (1) current copy of any programs, software, and/or Customer Data outside of AIT's Network and to initiate backup(s) and perform quality testing on such.
- o. Customer's Obligations: Customer agrees to (i) comply with any and all applicable laws; (ii) comply with the Agreement; (iii) use software and Services in compliance with the Agreement; (iv) make full and timely payment of fees for the Services; (v) use and maintain reasonable security precautions, protection, and backup of Customer Data, in light of use of Services, including, without limitation, encrypting any PII transmitted to and from, and while stored on the Network, and maintaining security of login credentials and not share such credentials except to establish and/or authorize users in Account; (vi) cooperate with AIT's reasonable investigation of assessment of fees and/or overage charges, outages, security problems, and any suspected breach of the Agreement; (vii) keep billing contact and other Account information, including but not limited to contact names, physical mailing addresses, telephone numbers, and email addresses up to date; (viii) immediately notify AIT of any unauthorized use of Services and/or any other breach of security; (ix) determine the suitability of Services in light of the type of Customer Data used with Services; (x) pay the amount of tax due or provide AIT with satisfactory evidence, in AIT's sole discretion, of exemption from tax, if AIT is required by law to collect taxes on provisioning of Services, and provide AIT with accurate factual information to help AIT determine if any such tax is due; and (xi) preserve Customer Data.
- p. Export: Customer will comply with all applicable export and import control laws and regulations in its use of Services, and in particular, Customer will not utilize Services to export or re-export data or software without all required United State and/or foreign government licenses. Customer represents and warrants that Customer is not on the United States Department of Treasury Office of Foreign Asset Control's list of Specially Designated National and Blocked Persons and are not otherwise a person to whom AIT is legally prohibited to provide Services. Customer assumes full legal responsibility for any access and use of Services from outside the United States, with full understanding that the same may constitute export of technology and technical data that may implicate export regulations and/or require export licenses, and represent that should such license be required that it is Customer's responsibility to obtain the same, and in the event of any breach of this duty resulting in legal claims against AIT, Customer shall defend and hold AIT harmless from all claims and damages arising there from.
- q. Execution: The Agreement may be signed in multiple counterparts, which taken together will be considered as the original executed Agreement. Facsimile signatures, signatures by electronic image (i.e. .pdf or .jpg format), and/or electronic signatures shall be deemed as original signatures.



- r. IP Addresses: Upon expiration or termination of the Agreement, Customer must discontinue use of Services and relinquish use of IP addresses and server names assigned to Customer by AIT in connection with Services, including without limitation pointing the DNS for Customer's domain name(s) away from AIT. Customer agrees AIT may, in its sole discretion, make modifications to DNS records and zones on AIT's Network, managed and/or operated DNS servers, and/or other services.
- s. Legal Compliance: In AIT's sole discretion, AIT may suspend or terminate Services and/or this Agreement immediately, with or without prior notice, upon receipt of any lawfully issued notice alleging use of Services and/or the Network to accomplish violations of law from any court having jurisdiction over AIT. When subject to lawful process requiring disclosure, AIT may disclose Customer's identity and/or contact information, without providing Customer prior notice of such disclosure, and AIT will not be liable for damages and/or results thereof. Customer agrees not to bring any action and/or claim against AIT for such disclosures.
- t. No High Risk Use: Customer may not use Services in any situation where failure or fault of Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, without limitation, Customer may not use, or permit any other person to use, Services for the development, design, manufacture, production, stockpiling, and/or use of nuclear, chemical, and/or biological weapons, weapons of mass destruction, or missiles or in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
- u. Relationship: The relationship between AIT and Customer is that of independent contractors. Neither party is the agent for the other nor has the right to bind the other in any agreement with any third parties. Nothing in this Agreement shall be construed to constitute Customer as AIT's agent, employee, independent contractor, joint venturer, and/or any other similar entity. There are no third party beneficiaries to this Agreement.
- v. Renewal and Non-renewal: Upon expiration of the Initial Term, this Agreement will automatically renew for a term equal to the length of the Initial Term ("Renewal Term"). For example, if the Agreement's Initial Term is one (1) month, the Agreement will automatically renew one (1) month from the Effective Date, and the Renewal Term will be one (1) month. This Renewal Term will automatically occur, unless and until one party gives the other a thirty (30) day advanced written notice of non-renewal, prior to the expiration of the Initial term or expiration of the then-current Renewal Term. Customer agrees to follow AIT's non-renewal process, accessible from Customer's Account to give an effective notice of non-renewal.
- w. Termination for Infringement: If AIT is faced with a credible claim that Services infringe on the intellectual property rights of a third party, and AIT is not able to obtain the right to use the infringing element and/or modify Services such that they do not infringe, AIT may terminate Services on reasonable notice of at least thirty (30) days and will not have any liability on account of such termination, except to refund the amounts paid for Services not used as of the time of termination (i.e. pre-payment).
- x. Third Party Services: AIT from time to time may recommend and/or make available, including without limitation availability through deployment, various third party software, products, implementation tools, and/or services for Customer's consideration. AIT MAKES NO REPRESENTATION AND/OR WARRANTIES WHATSOEVER REGARDING SUCH THIRD PARTY SOFTWARE, PRODUCTS, TOOLS, and/or SERVICES THAT ARE NOT PURCHASED FROM AIT. Customer's use of any such third party software, products, tools, and/or services is governed by the terms of Customer's agreement with the third party provider of such, if any, and is at Customer's sole risk.
- y. Third Party Users: Customer may permit subsidiary and affiliated companies to use Services, and Customer is responsible for acts and/or omissions of any and all third party users. Customer may resell to third parties and assumes full responsibility for third party activities and content, which



are governed by the Agreement. Unless otherwise expressly stated in the Agreement, AIT will provide Support only to Customer and will not provide Support to Customer's customers, end users, subsidiaries, affiliates, third parties, and/or third party affiliates. There are no third party beneficiaries to the Agreement, meaning that Customer's customers, subsidiaries, affiliates, and/or third parties have no rights against AIT under and/or arising from the Agreement.

- z. Service Management Agent: Customer agree that Customer will not interfere with any service management software ("SMS") agent(s) that AIT may install on Services. AIT agrees that any SMS agent will only utilize a minimal amount of computing resources and will not interfere with Customer's use of Services. Should Customer attempt to and/or actually interfere and/or disable such SMS agent(s), Customer's Service will become "Unsupported" and AIT may access Services to reinstall such SMS agent(s).
- aa. Support: AIT will only provide Support to Customer's Account administrative and/or technical contact(s) listed at the time of request for Support.

3. WARRANTIES and LIMITATION OF LIABILITY:

With respect to the Services to be provided hereunder, Customer understands and acknowledges **that AIT MAKES ABSOLUTELY NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED.** Customer further agrees that AIT and any of its employees, agents, affiliates, and/or suppliers shall not be liable to Customer for any claims, damages, or loss of profit which may be suffered by Customer or any other entity in any respect for direct, indirect, consequential, actual, or punitive damages arising out of or in relation to Services provided hereunder, including, but not limited to, losses or damages resulting from loss of Customer Data. The utilization of any data or information received by Customer via AIT's Network, Services, and/or other AIT's other resources is at Customer's sole and absolute risk, and AIT specifically disclaims and denies any responsibility for the completeness, accuracy, or quality of such data or information.

4. INTELLECTUAL PROPERTY

- e. Intellectual Property: Neither party shall take any action or intentionally omit to take any action that would jeopardize, limit, or interfere in any manner with the ownership of the other party in the other party's products, services, documentation, or intellectual property. Title to and ownership of any and all original and/or copies of any products, services, software, documentation, and/or Internet services developed by and/or for AIT and/or owned by AIT through the Term of the Agreement, whether in machine-readable or printed form, and including, without limitation, any derivative works, compilations, or collective works thereof, and all related technical know-how, and all rights therein (including without limitation rights in patents, copyrights, and trade secrets applicable thereto), are and shall remain the exclusive property of AIT and its suppliers and/or its vendors. Customer shall not take any action to jeopardize, limit, and/or interfere in any manner with AIT's rights, title to, and interest in and to its trade secrets, inventions, copyrights, and/or other intellectual property including without limitation disassembling, de-compiling, or reverse-engineering any of AIT's Internet software and/or any of AIT's source code. Customer shall not use any of AIT's intellectual property including without limitation AIT's name, trademarks, trade names, or logos, in connection with the operation of Customer's business, except as may be provided for in the Agreement. Neither party shall use the other party's name, trademarks, or logos in either its own corporate name or in any fictitious name. Neither party nor its employees or agents shall knowingly remove or alter any trademark, trade name, copyright, or other proprietary notices, legends, or symbols from any of the other party's products or documentation or intellectual property.



- f. AIT's Network: Customer does not acquire any ownership interest in and/or right to possess the Network and/or any Network components, and Customer has no right to physically access to the Network.
- g. Advertisement: Customer grants AIT a non-exclusive, worldwide, royalty-free, and fully paid-up license during the Term to use of Customer's name, trademarks, logos, marks, and/or trade names in connection with AIT's Services (including Support) provisioned to Customer and to be listed as a customer of AIT's Services by AIT and/or its designees. This includes the right of AIT to sub-license its affiliates and/or any third parties providing all or part of Services on behalf of AIT to achieve the foregoing.
- h. Feedback: AIT owns all right, title, and interest in and to Feedback. Upon providing Feedback, Customer irrevocable assigns to AIT all right, title, and interest in and to any intellectual property rights in the Feedback and agrees to provide AIT with any assistance AIT may require to document, perfect, and/or maintain AIT's rights in the Feedback.
- i. Services for US Government End-Use Customers: AIT provides Services for ultimate federal government end use solely in accordance with the following license rights to use, modify, reproduce, release, perform, display, and/or disclose: Government technical data and software rights related to Service include only those rights customarily provided to public (i.e. non-governmental) customers as defined in the Agreement. This customary commercial license is provided in accordance with the Federal Acquisition Regulation ("FAR") at 48 C.F.R. 12.211 ("Technical Data") and FAR 12.212 ("Software") for civilian agencies of the federal government, and, for Department of Defense transactions, the Defense Federal Acquisition Regulation Supplement ("DFARS") at 48 C.F.R. 252.227-7015 ("Technical Data-Commercial Items"), 48 C.F.R. 227.7202-3 ("Rights in Commercial Computer Software or Computer Software Documentation"). This U.S. Government Rights clause, consistent with 48 C.F.R. 12.211, 48 C.F.R. 27.212 (for federal civilian agencies) or 48 C.F.R. 227.7202-4 (for Department of Defense transactions), is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses federal governmental rights in computer software, computer software documentation, or technical data related to any and all Services provided under this Agreement or in any contract and/or subcontract for such. If a government agency has a need for rights not conveyed under this Section, it must negotiate with AIT to determine if there acceptable terms for transferring such rights, and a mutually acceptable written duly executed addendum must be included to the Agreement.

5. CONFIDENTIALITY & NON-SOLICITATION

- d. Confidential Information: Customer and AIT hereby agree not to disclose or use and to assure that their employees and agents do not disclose or use each other's Confidential Information. Both parties acknowledge that the other's respective Confidential Information is valuable, special, and unique; that its unauthorized disclosure and/or use will cause irreparable injury to the other party; that immediate injunctive and/or other equitable relief will be necessary and appropriate to remedy an unauthorized disclosure or use of such information; and that such relief may include without limitation a Temporary Restraining Order (obtained ex parte) as well as permanent injunctive or other relief. Upon termination of the Agreement, each party agrees to return to the other party, within a reasonable time period, any and all Confidential Information and other materials belonging to the other.
- e. Non-Solicitation: Customer shall not cause or attempt to cause any employee or agent of AIT, its subsidiaries, and/or of its parent company, to terminate employment or agency during the Term of this Agreement. Customer further agrees not to cause or attempt to cause any of AIT's customers,



their agents, or their employees to terminate their respective relationships with AIT, its subsidiaries, and/or its parent company.

- f. This Section will survive the termination of the Agreement for a period of two (2) years.

6. FEES AND PAYMENT:

The following is intended to supplement the BP by providing a context for it, without conflicting therewith:

- h. **Set-Up and Initial Term Fees:** Set-up fees, related service charges, and any applicable first payments for payment plan installments are due at the time Customer submits an Order, orders Services, and/or provisions Services. Customer accepts and acknowledges that Customer will be responsible for paying for any network resources that are used to connect Customer's Services, even if Customer is not utilizing Services. Customer may initiate non-renewal and/or a cancellation request in accordance with this Agreement but shall be responsible for paying for any AIT Network resources (including without limitation space provisioned for Customer's Services) up to the point of non-renewal or cancellation. Customer further agrees and acknowledges that cancellations made after Customer submits an Order, orders Services, and/or provisions Services and/or AIT provisions Services for Customer will not nullify Customer's obligation for set-up fees, related service charges, and all Initial Term fees and/or payments due under any applicable payment plan. All set-up and Initial Term fees are non-refundable, in whole or in part, even if Customer's Account is suspended, cancelled, or transferred prior to the end of the Initial Term. Any suspension, termination, and/or cancellation by AIT or Customer shall not relieve Customer of the obligation to pay all fees accrued prior to such suspension, termination and/or cancellation.
- i. **Invoices:** AIT will charge Customer for fees in accordance with the Order; unless otherwise stated, the billing cycle for Services will be monthly. AIT will charge Customer's credit/debit card without invoice as follows: (i) for recurring fees. in advance, on or around the first day of each billing cycle; and (ii) for non-recurring fees (such as fees for initial set up fees, service related charges, overages, cycle fees, and domain name registration fees) on or around the date incurred, or on or around the first day of the billing cycle that follows the date incurred, at AIT's option. AIT, in its sole discretion, may wait to charge such fees until the total aggregate due are at least \$10.
- j. **Restrictive Endorsements:** If Customer pays by check, restrictive endorsements or other statements on checks accepted by AIT shall have no effect.
- k. **Overages:** AIT will bill Customer, and Customer shall pay, for excess resources used by Customer, including without limitation overages for data transfer, disk space usage, and virtual host limits. If Customer exceeds Customer's virtual host limit, AIT, in its sole discretion, may automatically upgrade to the next-higher service plan and bill Customer according to the upgraded plan and Customer will pay according to the upgraded plan.
- l. **Late Fees:** In AIT's sole discretion, interest charges may be added to any past due amounts at the rate of 1.5% per month (or the maximum rate allowed by law, if less).
- m. **Promotional Offers and Guarantees:** All promotional offers may be invalidated by AIT, in its sole discretion, if Customer fails to make timely and full payment or if Customer cancels Services within 30 calendar days of the Effective Date, and, as such, Customer will be charged the full price Services. No 30-day "money-back" guarantees do not apply to collocation plans, self-managed dedicated server plans, or upgrades and/or downgrades from one plan to another.
- n. **Suspension of Services and Registered Name registration:** Customer acknowledges and agrees that Customer's Registered Name is subject to suspension, cancellation, or transfer by any ICANN procedure, by any Registrar and/or Registry Operator procedures approved under an ICANN-



adopted policy, and/or by any other TLD Registry Operator procedures as the case may be, for the resolution of disputes concerning the Registered Name, and, in the event of Customer's failure to pay, Customer agrees and acknowledges that, AIT, in its sole discretion, may cause Customer's Registered Name registration to be transferred to AIT. Should AIT cause Customer's Registered Name registration to be transferred, AIT will possess any and all rights regarding such Registered Name registration including without limitation the right to make said Registered Name available to other parties for purchase. AIT may reinstate Customer's Registered Name registration at AIT's sole discretion following AIT's receipt of payment in full from Customer (unless AIT has already sold the Registered Name registration to a third party, under the above provisions of this Agreement).

- o. Default and Acceleration: Should Customer fail to make timely and full payment and/or otherwise breach this Agreement, AIT may declare Customer in default and require Customer to pay all fees owing for the then-current Term immediately and without prior notice. Further, in the event of such default, AIT may act, in its sole discretion, as Customer's Attorney-in-Fact to execute actions and/or proceedings including without limitation selling and/or otherwise disclosing Customer Data and/or Customer's Registered Name registration.
- p. Collections: Customer shall reimburse AIT for all administrative costs (including reasonable attorney fees) associated with collecting overdue Account balances, delinquent payments, and/or dishonored payments, including without limitation credit card chargebacks.

7. SUSPENSION and TERMINATION:

- c. Breach of Agreement: AIT, in its sole discretion, may unilaterally suspend and/or terminate Services without liability if: (i) AIT believes that Services are being used in violation of the Agreement; (ii) AIT discovers that Customer has (and/or is affiliated in an manner with a third-party customer that) used Services abusively in the past; (iii) Customer fails to make full and timely payment for Services, fees, and/or charges; (iv) Customer does not cooperate with AIT's reasonable investigation of any suspected violation of the Agreement; (v) there is an attack on the Services and/or Services are/were accessed and/or manipulated by a third party; (vi) AIT is required to do so by law or a regulatory or governmental body; or (vii) there is another event for which AIT reasonably believes, in its soles discretion, such action is necessary to protect AIT's Network and/or other resources and/or other customers. If AIT suspends Customer's access to Services and/or use of any portions of Services for any reason, Customer shall remain responsible for any applicable fees and charges for any Services to which Customer continues to have access, in addition to any applicable data storage fees and/or additional fees and/or charges. If AIT suspends Customer's access to Services and/or use of any and/or all portions of Services due to a breach of Customer's obligations under the Agreement, AIT may continue to charge Customer fees for Services, regardless of limited and/or no access to and/or use of Services, during the suspension, in addition to any applicable data storage fees and/or additional fees and/or charges. AIT, in its sole discretion, may charge a reconnection fee upon reinstatement of Service. AIT, in its sole discretion, may terminate access to Customer Data stored on AIT's Network and will not be liable for any resulting damages and/or losses that may incur.
- d. Notice of Suspension or Termination: AIT will attempt to give Customer reasonable advance notice of suspension or termination (of at least twelve (12) business hours), unless AIT determines, in its sole discretion, that such action on shorter or contemporaneous notice is necessary.
- e. SLA Credits During Suspension: During suspension, Customer is not entitled to any SLA Credits under any applicable SLA.

8. INDEMNIFICATION:



Customer shall indemnify and hold harmless AIT from any and all loss, cost, expense, and damage on account of any and all manner of claims, demands, actions, suits, proceedings, judgments, costs, and expenses that may be initiated against AIT and AIT's officers, directors, and employees for any Service provided to Customer by AIT, to include Web space content that violates any copyright, trademark, or service mark; any proprietary right of any person or entity; any state and/or federal laws or regulations; or contains any defamatory matter.

9. MISCELLANEOUS:

- g. **Governing Law:** The Agreement shall be governed by the laws of the State of North Carolina in the USA without regard to such State's laws and rules concerning conflicts of laws. Each party agrees that jurisdiction and venue for any and all claims, disputes, and/or other matters arising from the Agreement will only lie in Cumberland County, North Carolina. If any legal action is brought in Cumberland County, North Carolina, to enforce and/or interpret the Agreement, the prevailing party in such action shall be entitled to all reasonable costs to include attorney fees. If either files or brings any such legal action outside Cumberland County, North Carolina, the defending party may make a formal demand listing all its reasonable costs and expenses including attorneys fees to the filing party and the filing party shall fully reimburse the defending party within ten (10) calendar days after receipt of such demand .
- h. **Severability:** In the event that any term, condition, and/or provision of the Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, and/or invalid in whole or in part for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
- i. **Interpretation:** Captions in the Agreement are for convenience only. Use of the words and/or phrase "including," "and/or," and "such as" herein shall be read as "including without limitation." The format, words, and phrases herein have plain English meanings and/or definitions generally understood in the Computer/Software/Internet Industries. This Agreement shall be construed according to its plain meaning. In the event any ambiguity is found herein, interpretation shall be based on the intent of the parties, rather than a construction automatically against the interests of the drafting party.
- j. **Survival:** All Agreement terms, provisions, paragraphs, and/or sections, which by their nature are intended to survive expiration or termination of the Agreement, shall so survive.
- k. **Force Majeure:** Either party shall be excused from performance to the extent that it is prevented from performing as a result of any act and/or event which occurs and that is beyond the nonperforming party's reasonable control including without limitation: (i) acts of God; (ii) war; (iii) weather; (iv) utility or telecommunications outages; (v) unrest or riot; (vi) union strikes; or (vii) any action of a governmental entity, provided that the such nonperforming party experiencing the force majeure provides the other with prompt written notice thereof and uses reasonable efforts to remedy effects of such force majeure.
- l. **Notices:** AIT's routine communications regarding Services and/or legal notices will be sent to the designated contact person listed on Customer's Account either by electronic mail or USPS mail, except that AIT may give notice of Agreement revisions and/or amendments by posting such notice on Customer's Account. Customer should send routine communications to AIT via links from Customer's Account portal. All non-routine and/or legal correspondence should be sent either by electronic mail to legal@ait.com or by USPS to...

Advanced Internet Technologies, Inc.
ATTN: General Counsel
421 Maiden Lane
Fayetteville, NC 28301.



GSA Schedule 70

Advanced Internet Technologies, Inc. ("AIT")

GSA Contract GS-35F-0418U

Notices are deemed received as of the time delivered, or if that time does not fall within a Business Day, the first Business Day following the time delivered, except that notice of Agreement amendments or revisions are deemed delivered the earlier of: (i) Customer accessing Customer's Account; (ii) Customer's continued use of Services; or (iii) thirty (30) days after such notice is posted.



Web Development/Design Terms and Conditions

1. DEFINITIONS

- a. **"Agreement"** shall refer to the complete and entire understanding between the parties, exclusively represented by the totality of the following documents: this Agreement, which Customer is now reading, any and all AIT application or order forms for Web Design, AIT's Online Agreement, AIT's Acceptable Use Policy ("AUP"), AIT's Billing and Procedures Policy ("BP"), the Proposal for Web Site Design ("Proposal"), any amendment thereto, and, after such Proposal is accepted, the final statement of work and Proposed Service Contract (referred to collectively as "Contract"). AIT's Online Agreement, AUP, and BP are electronically accessible online in respective subdirectories at <http://www.ait.com/company/legal/>, and the terms of such are attached to and incorporated herein as if fully set forth. The term "Agreement" shall not refer to any statement, supposition, or understanding not recorded in writing in the above-listed documents. This Agreement is made effective as of the date of Proposal acceptance and the Contract, as of which time, Customer's acceptance signifies that Customer has read, understands, and agrees to be bound by this Agreement. Customer also acknowledges that AIT, in its sole and absolute discretion, may change or modify this Agreement, and any policies or agreements which are incorporated herein, at any time and that such changes or modifications shall be effective immediately upon posting online on Site or any of the various subdirectories thereof at <http://www.ait.com>. Customer's continued use of AIT's Site and Services after such changes or modifications constitutes Customer's acceptance of this Agreement as last revised. If Customer does not agree to be bound to the Agreement as last revised, Customer shall discontinue use of AIT's Site and Services.
- b. **"Customer"** or **"You"** shall refer to the authorized ordering agency obtaining Services from AIT.

2. PROFESSIONAL SERVICE DELIVERABLES

AIT agrees to design, develop, and/or install Customer's website pursuant to the professional service deliverables as set forth in the Contract ("Specifications"), attached hereto and incorporated by reference as if fully set forth herein. The parties both agree to work together to complete Customer's website within a timely manner, as set forth in the Contract. AIT will use reasonable diligence in the development of Customer's website and endeavor to deliver Customer's website. Customer acknowledges, however, that these dates set forth in the Contract are estimates and are not the required and/or mandatory delivery dates. For all of AIT's Services under and pursuant to this Agreement, Customer shall monetarily compensate AIT pursuant to the terms of Contract and in accordance with AIT's BP.

Customer agrees to provide complete texts and graphics and all other necessary materials ("Necessary Materials") for all web pages to AIT within 60 days of the effective date of the Contract and agrees that failure to submit such Necessary Materials within such a period will result in forfeiture of any and all prepayment and/or Deposit and that the Contract and any and all Agreements will be considered completed, with the entire remaining balance owing immediately due and payable.

AIT will retain the source code for the entire project and provide Customer with output formats only. Providing such output formats to Customer shall not be deemed as relinquishment of copyright by AIT in any way. The output formats are only for use by the Customer within the scope of the project as outlined in the Design Agreement and for no other purpose, including but not limited to the following purposes:



- Multiplying the site across other domains or servers;
- Creating new web sites based on the code; and/or
- Selling the code.

3. OWNERSHIP RIGHTS

Upon final payment by Customer to AIT in accordance to the payment terms set forth in the Contract, Customer shall retain all of its intellectual property rights in any text, images, or other components it owns and transmits to AIT for use in the website. Customer shall hold the copyright for the agreed upon version of the website as delivered, and Customer's copyright notice may be displayed in the final version. Customer grants AIT the right to use Customer's website for promotional purposes and/or to cross-link it with other websites developed by AIT. AIT retains exclusive rights in making any derivative works of the website.

Customer has no right to assign, sell, modify or otherwise alter the website, except upon the express written advance approval of AIT, and AIT's consent regarding this provision can be withheld for any reason or no reason. AIT reserves the right to assign subcontractors to perform Services. AIT shall retain and hold all right, title, and interest in and to the source code, programming and original artwork belonging to AIT and/or created for the website. Customer shall not do anything that may infringe upon or in any way undermine AIT's right, title, and interest in the website,. Specifically, but without limitation, AIT shall hold rights, title, and interest in and to:

- 1) All text, graphics, animation, audio components, and digital components of the website (the "Content") created and/or by AIT;
- 2) All interfaces, navigational devices, menus, menu structures or arrangements, icons, help and other operational instructions, and all other components of any source or object computer code that comprises the website created by AIT;
- 3) All literal and non-literal expressions of ideas that operate, cause, create, direct, manipulate, access, or otherwise affect the Content created by AIT; and
- 4) All copyrights, patents, trade secrets, and other intellectual or industrial property rights in the website or any component or characteristic thereof created by AIT.

4. CONFIDENTIALITY

The parties acknowledge and agree that the Specifications, Proposal, Contract and all other documents and information related to the design and development of the website (the "Confidential Information") will constitute valuable trade secrets of AIT. Customer shall keep the Confidential Information in confidence and shall not, at any time during or after the term of this Agreement, without AIT's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. Excluded from the "Confidential Information" definition is anything that can be seen by the public on the website when each page of the website is first accessed.

5. NO WARRANTY AND LIMITATION ON DAMAGES

AIT does not warrant that the functions contained in the web pages or on the website will meet the Customer's requirements, that the operation of such will be uninterrupted or error-free, or that such will be functional on all platforms. AIT is not responsible for any down time, lost files, improper links, and/or any other loss that may occur in the operation of the website. AIT has assumes no responsibility and accepts no liability for any third-party taking all or any part of the website. AIT makes no guarantee regarding the level of success that Customer will have with the website and/or hosting services that are provided to Customer under this Agreement, and Customer acknowledges that AIT is not responsible for any and all results obtained by Customer on and/or by means of the website.



Customer bears the entire risk as to the quality and performance of the web pages and the website. CUSTOMER WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED.

Customer waives any claim for damages, direct or indirect, and agrees that its sole and exclusive remedy for damages (either in contract or tort) is the return of the consideration paid to AIT as set forth in the Contract. In no event shall AIT be liable to Customer or any third party for damages, including any lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation of or inability to operate these web pages or the website, even if AIT or AIT employees, personnel, subcontractors, agents, and/or the like, were advised of the possibility of such damages.

6. EQUIPMENT

Customer agrees to make available to AIT, for AIT's use in performing the services required by this Agreement, such items of hardware and software as Customer and AIT may agree are reasonably necessary for such purpose.

7. GENERAL PROVISIONS

7.1 Entire Agreement, Good Faith, Severability, and Binding Effect: This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject matter hereof. No modification of this Agreement shall be valid unless made in writing and signed by both of the parties hereto. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement. If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions of the Agreement. This Agreement shall be binding upon and inure to the benefit of Customer and AIT and their respective successors and assigns.

7.2 Governing Law: This Agreement shall be governed by and construed in accordance with only the laws of the State of North Carolina. Exclusive jurisdiction and venue shall be in Cumberland County, North Carolina.

7.3 Waiver: The waiver by either party of any breach and/or failure to enforce any of the terms and conditions of this Agreement at any time shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance with every term and condition of this Agreement.

7.4 Right to Remove Website: In the event Customer fails to make any of the payments set forth in the Contract, within the time prescribed in such, AIT maintains the right to remove the website from its servers, web space, and the like, until payment in full is paid pursuant to AIT's BP.

7.5 Domain Name: Any domain name registered on Customer's behalf will be made in Customer's name for both the billing and administrative contacts. The technical contact is generally required to be the hosting ISP. AIT will not register domain names in AIT's name.

7.6 Indemnification: Customer warrants that everything it gives AIT to put on the website is legally owned or licensed to Customer. Customer warrants to AIT and unconditionally guarantees that any element of texts, graphics, photos, designs, trademarks, and/or any other artwork furnished to AIT for inclusion on Customer's website is owned by Customer or that Customer has the rightful owner of such artwork's lawful permission to use each such element. Customer agrees to indemnify and hold AIT harmless from any and all claims brought by any third-party relating to any aspect of the website, including, but without limitation, any and all demands, liabilities, losses, costs and claims, including attorney's fees, arising out of injury caused by Customer's conduct, products/services, material



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Advanced Internet Technologies, Inc. ("AIT")

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supplied by Customer, copyright infringement, and/or defective products sold via Customer's website. Further, Customer agrees to indemnify AIT from responsibility for problems/disruptions caused by third-party services that Customer may use such as, but not limited to, merchant accounts, shopping carts, shipping, hosting services, real-time credit card processing, and any and all other services that relate to the ownership and operation of the website or multimedia project. From time to time, various federal, state, local, and municipal governments enact laws and levy taxes and/or tariffs affecting Internet electronic commerce. Customer agrees that he or she is solely responsible for complying with such laws, taxes, and/or tariffs, and will indemnify and hold AIT harmless from any claim, suit, penalty, tax, and/or tariff arising from Customer's exercise of Internet electronic commerce.

7.7 Attorney's Fees: In the event any party to this Agreement employs an attorney to enforce any of the terms of the Agreement, the prevailing party shall be entitled to recover its actual attorney's fees and costs, including expert witness fees.



Billing Procedures

1. **Billing Notification:** AIT uses a state-of-the-art real time billing system. You may go to your billing interface to review invoices, statements, payments, and manage your account. You may also have invoices and statements emailed to you as they post to your account. If you choose to have your invoices and statements sent via snail mail, an additional \$2.00 monthly processing fee will apply.
2. **Updating Your Account Information:** You must inform AIT of any changes to your customer information using your Billing Interface located at <https://www.ait.com>. This includes addresses, phone numbers, contact names, and most importantly your email address. All notices from AIT are sent via email. It is essential that you periodically review and update your account information. Disruptions in service could occur if your account information is not kept current.
3. **Collection Procedures:** If your account becomes overdue after the due date you will receive a reminder via email that we have not received your payment. If payment is not received within 3 days of the due date you will experience an interruption in service. Your account will then be turned over to our collection department and a reinstatement fee of \$25 will be assessed to your account. If you experience an interruption in service due to nonpayment, you may contact collections at: 888-321-8803 or 877-321-3955.
4. **Payment:** Payments should be made through the SAM system, or by a mutually agreeable payment method determined at the time of the submission of the AIT order form/application.
5. **Canceling Your Account:** If you wish to cancel your entire account with Advanced Internet Technologies, Inc. please contact Quality Assurance at 1-910-222-4469. A representative will be happy to present your options and assist you with your request. Ensure you have reviewed the terms of your Agreement for expiration dates on contracts.

Acceptable Use Policy

This Acceptable Use Policy ("Policy" or "AUP") specifies certain actions prohibited by Advanced Internet Technologies, Inc. ("AIT") for users of its Network. AIT reserves the right to modify this Policy at any time to stay in compliance with any laws, regulations and security requirements. By using AIT services, any customer, employee or third party unconditionally accepts the terms of this policy.

1. **ILLEGAL USE:** The AIT Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation coming to or from any unauthorized network or system is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property rights used without proper authorization; government and military data protected by law and national security; university and academic data protected by public policy; and material that, in AIT's sole discretion, is obscene, defamatory, constitutes an illegal threat, facilitates identity theft or other fraud, or violates export control laws. Any violation of the above, which compromises the integrity of the AIT Network or any other network is strictly prohibited.
2. **NETWORK AND MACHINE RESOURCES:** AIT reserves the right to monitor and allocate network and machine resources. IP addresses are allocated per server and according to virtual server specifications. AIT in its sole discretion and upon reasonable notice to the Government reserves the right to discontinue any hosting account and/or any script which causes excessive server load and/or uses excessive server and network resources.
To protect Internet, network, and machine resources on behalf of the entire AIT customer base, no individual customer may do the following:
 - a. Offer adult content of any kind, as determined in AIT's sole discretion.
 - b. Utilize CGI/PERL chat, JAVA chat, or any other chat scripts in a manner that adversely affects the operations or performance of other AIT customers, or of the AIT system(s) or network(s). The adverse effect of such use shall be determined by AIT in its sole discretion.
 - c. Using servers as file storage to allow free downloads, such as WAREZ, or other copyrighted material.

AIT may immediately suspend service without prior notice to any web site that violates these rules. In the event of any dispute regarding these rules, AIT may determine violations of these rules in its sole discretion.

3. **SYSTEM AND NETWORK SECURITY:** Violations of system or network security are prohibited, and may result in criminal and civil liability. AIT will investigate incidents involving such violations and may involve and cooperate with law enforcement authorities if a criminal violation is suspected. AIT respects the privacy of the Government's data and vigilantly protects that data and ALL customers who host with AIT. If any violation of the law or this AUP is suspected, AIT reserves the right to investigate. Use of the AIT network constitutes consent to monitoring. Examples of unlawful acts, system, or network security violations include, without limitation, the following: Unauthorized access to or use of data, systems or networks, including any attempt to probe, damage, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network. Interference with service to any user, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks. Unauthorized access to any data, system, or network from an unauthorized system or network for any purpose which is not lawful or which is intended to do harm. Forging of any TCP-IP packet header or any part of the header

information in an email or a newsgroup posting. Electronic forging of any kind to include but not limited to IP addresses, domains, business names, etc.

If you use any AIT service described on this website, and if AIT determines in its sole discretion that you caused or allowed a security exploit within the AIT network, or that you caused or allowed UCE/spam originating from your service to adversely impact the AIT network and its customers, you may be assessed a \$1,000 penalty fee, in the sole discretion of AIT. (As an example, if you fail to properly administer and protect your self-managed server from being exploited by a third party, this failure on your part in turn results in expanded degradation of the AIT network.) If you subscribe to the AIT Security Monitoring Plan and PPIS, and you implement Best Practices in accordance with the plan, you will not be assessed a penalty fee.

4. **EMAIL:** Sending unsolicited email messages, including, without limitation, unwanted advertising and informational announcements, is explicitly prohibited, whether sent in bulk or not, and whether commercial in nature or not. The use of AIT resources to sell or enable the sale of "bulk" and/or "stealth" email software (to include so-called "spooof" software) is strictly forbidden. The use of AIT resources to sell or enable the sale of software designed to "harvest" email addresses is also categorically prohibited. A user shall not use another site's mail server to relay mail without the express permission of the site owner. Legitimate mailing lists and subscriber lists are acceptable. Otherwise, it is spam. In this regard, and in furtherance of these Prohibitions on the Means and Methods you can distribute Email Marketing Materials, You represent and warrant that You will not, nor permit any other party to:
 - a. Fail to comply with the CAN-SPAM Act or any other law, including but not limited to the requirements to:
 - i. Use of inappropriate or unlawful subject lines in emails sent using AIT resources;
 - ii. Use inaccurate and untruthful "to" and "from" information in emails sent using AIT resources;
 - iii. Fail to notify the recipient of emails sent using AIT resources of its right and ability to stop such email marketing materials using electronic means such as a link that is valid for at least 30 days after distribution of the email, or an email address;
 - iv. Fail to notify the recipient of emails sent using AIT resources of its right and ability to stop such email marketing materials using Your valid street address for receipt of such requests;
 - v. Fail to ensure that all requests to stop receipt of email take effect in three days or less, regardless of whether that request comes directly to You or via a download of AIT's Suppression List (as such term is defined below);
 - vi. Fail to ensure that all persons receiving email marketing materials have expressly consented to receive such and not revoked consent, or are persons with whom You have "preexisting business relations" as defined by law and have not revoked consent as of the date of s
 - vii. such email; or
 - b. Fail to ensure that AIT's list of persons which have unsubscribed ("Suppression List") is downloaded and such email addresses are deleted from Your email lists at least three times weekly and always before an emailing of any marketing materials; or
 - c. Use the Suppression List or any request to unsubscribe to verify or append email distribution list (e.g. You add the Suppression List emails to Your email distribution list and use them for further promotion); or
 - d. Use any email list that contain email subscribers that have not at least double Opt-in to receive unsolicited commercial law; or



- e. Fail to deliver email confirmation message to All Imported Email Subscribers that requires such subscribers to verify its subscription to the email list; or
 - f. Fail to deliver email confirmation message to All Submitted Email Subscribers that requires such subscribers to verify its subscription to the email list; or
 - g. Allow any other party or person to use AIT resources without such party or person first agreeing to comply with this Policy, including but not limited to acceptable use of AIT resources to send email marketing materials to others; or
 - h. Distribute any email marketing materials with any information other than as expressly permitted herein, as provided by AIT under this Policy, or as required by law; or
 - i. Distribute email marketing materials, or any of the like, after receiving any formal or informal notification from AIT to cease use of AIT resources to send emails; or
 - j. Take any action to interfere with or circumvent spam filtering programs or devices; or
 - k. Send any email market materials, or display such materials through or to any platform that is accessible through any device that is specifically legally regulated regarding distribution of email, such as cellular phones, except as expressly permitted herein; (e.g. You send an email which goes through any wireless provider server to a cell phone or other device); or
 - l. You agree that if You violate this Policy, including but not limited to acceptable use of AIT resources to send email marketing materials to others, or Your conduct results in "blacklisting" by a spam consortium such as Spam Haus or Sorbs, AIT may, at its sole election: (i) terminate Your account; (ii) revoke Your software license(s); (iii) issue and collect from You a service fee of US\$3,000.00 per incident; or (iv) initiate legal action for damages against You.
5. **COPYRIGHT INFRINGEMENT:** The Digital Millennium Copyright Act provides limitations for service provider liability relating to material online with regard to information residing, at the discretion of the user, on a system or network that the service provider controls or operates. 17. U.S. 512(c). The designated agents for notification of claimed infringement are: AIT, Inc. ATTN: AIT General Counsel 421 Maiden Lane Fayetteville, NC 28301. For alleged copyright infringement go to <http://www.ait.com/company/legal/copyright-infringement-report/> . To provide counter-notice in response to an allegation of copyright infringement go to <http://www.ait.com/company/legal/copyright-infringement-report/copyright-infringement-counter-notice/> . For other legal issues or concerns contact: AIT, Inc. ATTN: AIT General Counsel 421 Maiden Lane Fayetteville, NC 28301.



Sample Best Value Blanket Purchase Agreement

Best Value Blanket Purchase Agreement Federal Supply Schedule

In the spirit of the Federal Acquisition Streamlining Act, _____ (*Insert Ordering Activity*) and Advanced Internet Technologies, Inc. ("AIT"), 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 Number GS-35F0418U.

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 FAR 9.6.

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

(*Insert Ordering Activity*)

Advanced Internet Technologies, Inc. ("AIT")

Signature

Signature

Printed Name/Title

Printed Name/Title

Date

Date



Sample Blanket Purchase Agreement

BPA NUMBER _____

Blanket Purchase Agreement

Pursuant to GSA Federal Supply Schedule Contract Number(s) GS-35F-0418U, Blanket Purchase Agreements, Advanced Internet Technologies, Inc. ("AIT"), agrees to the following terms of a Blanket Purchase Agreement ("BPA") EXCLUSIVELY WITH _____ (*Insert Ordering Activity*):

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

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

2. Delivery:

DESTINATION	DELIVERY SCHEDULES/DATES
_____	_____
_____	_____
_____	_____

3. The ordering activity estimates, but does not guarantee,, that the volume of purchases through this agreement will be _____.
4. This BPA does not obligate any funds.
5. This BPA expires on _____ or at the end of the contract period, whichever is earlier.

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), Online Order, Email, 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;



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Advanced Internet Technologies, Inc. ("AIT")

GSA Contract GS-35F-0418U

- 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.

(Insert Ordering Activity)

Advanced Internet Technologies, Inc. ("AIT")

Signature

Signature

Printed Name/Title

Printed Name/Title

Date

Date

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 an ordering agency's requirement(s).

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

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

Ordering agencies should refer to FAR 9.6 for specific details on Contractor Team Arrangements.

Here is a general outline on how it works:

- The ordering agency identifies its requirement.
- FSS Contractor meets the ordering agency's needs either:
 - Individually or
 - Collaboratively by submitting a Contractor Team Arrangement with other FSS Contractors.
- Ordering agency makes a "best value" selection.

