

**GENERAL SERVICES ADMINISTRATION  
Federal Supply Service  
Authorized Federal Supply Schedule Price List**

FCIS-JB-980001-B Refresh: 35 Part II - CONTRACT TERMS AND CONDITIONS

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

SIN 132-33 – PERPETUAL USE SOFTWARE LICENSES - Application Software  
SIN 132-34 - MAINTENANCE OF SOFTWARE  
SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT  
AND SOFTWARE (FPDS Code U012)  
SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES  
FPDS Code D302, IT Systems Development Services  
FPDS Code D306, IT Systems Analysis Services  
FPDS Code D399, Other Information Technology Services, Not Elsewhere Classified

**Basis Technology Corporation  
One Alewife Center  
Cambridge, MA 02140  
617-386-2090**

**[www.basistech.com/government](http://www.basistech.com/government)**

**Small Business**

**Contract Number: GS-35F-0422N**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

**Period Covered by Contract: March 20, 2013 through March 19, 2018**

General Services Administration  
Federal Supply Service

Pricelist current through Modification #PO-0039, dated 2/23/16.

## **CUSTOMER INFORMATION**

**1a.** Table of awarded special item numbers: 132-33, 132-34, 132-50, 132-51. Page 34.

**1b.** Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. Page 39 \$94.46 SIN 132-51.

**1c.** If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. See page 14.

**2. Maximum order:**

Special Item Number 132-33 – Perpetual Use Software Licenses - \$500,000

Special Item Number 132-34 – Software Maintenance- \$500,00

Special Item Number 132-51 - Information Technology (IT) Professional Services - \$500,000

Special Item Number 132-50 - Training Courses - \$25,000

**3. Minimum order:** \$100

**4. Geographic coverage:** The Geographic Scope of Contract will be domestic and overseas delivery.

**5. Point(s) of production** (city, county, and State or foreign country).

Basis Technology Corporation  
One Alewife Center  
Cambridge, MA 02140

**6. Discount from list price:** Prices shown herein are NET discounts deducted.

**7. Quantity discounts.** None

**8. Prompt payment terms.** None.

**9a.** Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

**9b.** Notification whether Government purchase cards are accepted above the micro-purchase threshold.

**10. Foreign items:** N/A.

**11a. Time of delivery.**

**132-33, 132-34, 132-50, 132-51** **30\*** Days

\*Or less than 30 days - to be negotiated between Basis Technology Corp and the ordering agency.

**11b. Expedited Delivery.** Expedited Delivery and/or Overnight and 2-Day Delivery are offered at prevailing rates and will be billed to the government customer.

**11c. Overnight and 2-day delivery.** Expedited Delivery and/or Overnight and 2-Day Delivery are offered at prevailing rates and will be billed to the government customer.

**11d. Urgent Requirements.** Expedited Delivery and/or Overnight and 2-Day Delivery are offered at prevailing rates and will be billed to the government customer.

**12. F.O.B. point.** Destination

**13a. Ordering address.**

BasisTechnology Corporation  
One Alewife Center  
Cambridge, MA 02140

**13b. Ordering procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment address.**

BasisTechnology Corporation  
One Alewife Center  
Cambridge, MA 02140

**15. Warranty provision.** Standard commercial warranty.

**16. Export packing charges.** N/A

**17. Terms and conditions of Government purchase card acceptance:** None

**18. Terms and conditions of rental, maintenance, and repair:** N/A.

**19. Terms and conditions of installation.** N/A

**20. Terms and conditions of repair parts** indicating date of parts price lists and any discounts from list prices. N/A

**20a. Terms and conditions for SINS 132-33, 132-34, 132-50, 132-51.**

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

**1. INSPECTION/ACCEPTANCE**

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

**2. GUARANTEE/WARRANTY**

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

**3. TECHNICAL SERVICES - See Exhibit C, SUPPORT SERVICES TERMS AND CONDITIONS, Page 31.**

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

**5. PERIODS OF MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the Government on thirty (30) calendar days written notice to the Contractor.
- c. **Annual Funding.** When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. **Cross-Year Funding Within Contract Period.** Where an ordering office's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the

ordering office 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 offices should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

**6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE – Not Offered**

a. The Government may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the Government the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the Government.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the Government shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the Government.

**7. TERM LICENSE CESSATION – Not Offered**

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

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

**8. UTILIZATION LIMITATIONS - (132-33 AND 132-34)**

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

b. When acquired by the Government, 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 named projects by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (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 agency's site. For Government public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency 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 agency'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 agency.

(3) Except as is provided in paragraph 8.b(2) above, the Government 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 government who have the Government'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 Government to use software, documentation, or information therein, which the Government may already have or obtains without restrictions.

(4) The Government 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 Government has the right to transfer the software to another site if the Government site for which it is acquired is deemed to be unsafe for Government 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.

## **9. SOFTWARE CONVERSIONS - (132-33) – Not Offered**

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

term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING – Not Offered**

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

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

**1. SCOPE**

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

**2. ORDER**

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

**3. TIME OF DELIVERY**

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

**4. CANCELLATION AND RESCHEDULING**

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

**5. FOLLOW-UP SUPPORT**

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

## **6. PRICE FOR TRAINING**

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

## **7. INVOICES AND PAYMENT**

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

## **8. FORMAT AND CONTENT OF TRAINING**

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. **\*\*If applicable\*\*** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
  - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
  - (2) The length of the course;
  - (3) Mandatory and desirable prerequisites for student enrollment;
  - (4) The minimum and maximum number of students per class;
  - (5) The locations where the course is offered;
  - (6) Class schedules; and
  - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, must be indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

**Rates charged for instructor travel will be in accordance with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed.**

## **9. "NO CHARGE" TRAINING**

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

**None**

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

**1. SCOPE**

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

**2. PERFORMANCE INCENTIVES**

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

**3. ORDERING PROCEDURES FOR SERVICES (REQUIRING A STATEMENT OF WORK) (G-FCI-920) (MAR 2003)**

FAR 8.402 contemplates that GSA may occasionally find it necessary to establish special ordering procedures for individual Federal Supply Schedules or for some Special Item Numbers (SINs) within a Schedule. GSA has established special ordering procedures for services that require a Statement of Work. These special ordering procedures take precedence over the procedures in FAR 8.404 (b)(2) through (b)(3).

When ordering services over \$100,000, Department of Defense (DOD) ordering offices and non-DOD agencies placing orders on behalf of the DOD must follow the policies and procedures in the Defense Federal Acquisition Regulation Supplement (DFARS) 208.404-70 – Additional ordering procedures for services. When DFARS 208.404-70 is applicable and there is a conflict between the ordering procedures contained in this clause and the additional ordering procedures for services in DFARS 208.404-70, the DFARS procedures take precedence. GSA has determined that the prices for services contained in the contractor's price list applicable to this Schedule are fair and reasonable. However, the ordering activity using this contract is responsible for considering the level of effort and mix of labor proposed to perform a specific task being ordered and for making a determination that the total firm-fixed price or ceiling price is fair and reasonable.

- (a) When ordering services, ordering activities shall—
  - (1) Prepare a Request (Request for Quote or other communication tool):
    - (i) A statement of work (a performance-based statement of work is preferred) that outlines, at a minimum, the work to be performed, location of work, period of

performance, deliverable schedule, applicable standards, acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc.) should be prepared.

(ii) The request should include the statement of work and request the contractors to submit either a firm-fixed price or a ceiling price to provide the services outlined in the statement of work. A firm-fixed price order shall be requested, unless the ordering activity makes a determination that it is not possible at the time of placing the order to estimate accurately the extent or duration of the work or to anticipate cost with any reasonable degree of confidence. When such a determination is made, a labor hour or time-and-materials proposal may be requested. The firm-fixed price shall be based on the rates in the schedule contract and shall consider the mix of labor categories and level of effort required to perform the services described in the statement of work. The firm-fixed price of the order should also include any travel costs or other incidental costs related to performance of the services ordered, unless the order provides for reimbursement of travel costs at the rates provided in the Federal Travel or Joint Travel Regulations. A ceiling price must be established for labor-hour and time-and-materials orders.

(iii) The request may ask the contractors, if necessary or appropriate, to submit a project plan for performing the task, and information on the contractor's experience and/or past performance performing similar tasks.

(iv) The request shall notify the contractors what basis will be used for selecting the contractor to receive the order. The notice shall include the basis for determining whether the contractors are technically qualified and provide an explanation regarding the intended use of any experience and/or past performance information in determining technical qualification of responses. If consideration will be limited to schedule contractors who are small business concerns as permitted by paragraph (2) below, the request shall notify the contractors that will be the case.

(2) Transmit the Request to Contractors:

Based upon an initial evaluation of catalogs and price lists, the ordering activity should identify the contractors that appear to offer the best value (considering the scope of services offered, pricing and other factors such as contractors' locations, as appropriate) and transmit the request as follows:

NOTE: When buying IT professional services under SIN 132—51 ONLY, the ordering office, at its discretion, may limit consideration to those schedule contractors that are small business concerns. This limitation is not applicable when buying supplies and/or services under other SINs as well as SIN 132-51. The limitation may only be used when at least three (3) small businesses that appear to offer services that will meet the agency's needs are available, if the order is estimated to exceed the micro-purchase threshold.

- (i) The request should be provided to at least three (3) contractors if the proposed order is estimated to exceed the micro-purchase threshold, but not exceed the maximum order threshold.
- (ii) For proposed orders exceeding the maximum order threshold, the request should be provided to additional contractors that offer services that will meet the ordering activity's needs.
- (iii) In addition, the request shall be provided to any contractor who specifically requests a copy of the request for the proposed order.
- (iv) Ordering activities should strive to minimize the contractors' costs associated with responding to requests for quotes for specific orders. Requests should be tailored to the minimum level necessary for adequate evaluation and selection for order placement. Oral presentations should be considered, when possible.

(3) Evaluate Responses and Select the Contractor to Receive the Order:

After responses have been evaluated against the factors identified in the request, the order should be placed with the schedule contractor that represents the best value. (See FAR 8.404)

(b) The establishment of Federal Supply Schedule Blanket Purchase Agreements (BPAs) for recurring services is permitted when the procedures outlined herein are followed. All BPAs for services must define the services that may be ordered under the BPA, along with delivery or performance time frames, billing procedures, etc. The potential volume of orders under BPAs, regardless of the size of individual orders, may offer the ordering activity the opportunity to secure volume discounts. When establishing BPAs, ordering activities shall—

- (1) Inform contractors in the request (based on the ordering activity's requirement) if a single BPA or multiple BPAs will be established, and indicate the basis that will be used for selecting the contractors to be awarded the BPAs.
  - (i) **SINGLE BPA:** Generally, a single BPA should be established when the ordering activity can define the tasks to be ordered under the BPA and establish a firm-fixed price or ceiling price for individual tasks or services to be ordered. When this occurs, authorized users may place the order directly under the established BPA when the need for service arises. The schedule contractor that represents the best value should be awarded the BPA. (See FAR 8.404)
  - (ii) **MULTIPLE BPAs:** When the ordering activity determines multiple BPAs are needed to meet its requirements, the ordering activity should determine which contractors can meet any technical qualifications before establishing the BPAs. When establishing the BPAs, the procedures in (a)(2) above must be followed. The procedures at (a)(2) do not apply to orders issued under multiple BPAs. Authorized users must transmit the request for quote for an order to all BPA holders and then place the order with the Schedule contractor that represents the best value.

(2) Review BPAs Periodically: Such reviews shall be conducted at least annually. The purpose of the review is to determine whether the BPA still represents the best value. (See FAR 8.404)

(c) The ordering activity should give preference to small business concerns when two or more contractors can provide the services at the same firm-fixed price or ceiling price.

(d) When the ordering activity's requirement involves both products as well as executive, administrative and/or professional, services, the ordering activity should total the prices for the products and the firm-fixed price for the services and select the contractor that represents the best value. (See FAR 8.404)

(e) The ordering activity, at a minimum, should document orders by identifying the contractor from which the services were purchased, the services purchased, and the amount paid. If other than a firm-fixed price order is placed, such documentation should include the basis for the determination to use a labor-hour or time-and-materials order. For ordering activity requirements in excess of the micro-purchase threshold, the order file should document the evaluation of Schedule contractors' quotes that formed the basis for the selection of the contractor that received the order and the rationale for any trade-offs made in making the selection.

#### **4. ORDER**

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

#### **5. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

#### **6. INSPECTION OF SERVICES**

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

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

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

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

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

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

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

## **11 INVOICES**

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

## **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

## **13. RESUMES**

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

## **14. INCIDENTAL SUPPORT COSTS**

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

## **15. APPROVAL OF SUBCONTRACTS**

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

## **16. DESCRIPTION OF IT SERVICES AND PRICING**

**Job Title:** System Engineer

**Minimum/General Experience:** Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

**Functional Responsibility:** Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

**Minimum Education:** Bachelor's Degree in Computer Science

**Job Title:** Consulting Engineer

**Minimum/General Experience:** 7 years experience in the management, design and architecture of complex software systems, including experience in the internationalization field. In addition, Consulting Engineers provide all of the expertise and skills offered by Software Engineers (see below).

**Functional Responsibility:** Provide high-level guidance on strategic, architectural and other technical decisions.

**Minimum Education:** BS in Computer Science or equivalent experience

**Job Title:** Software Engineer

**Minimum/General Experience:** 3 years experience in working in a variety of software development environments and in addressing internationalization issues in these environments.

**Functional Responsibility:** Working in a variety of programming languages and database environments including: C/C++, Java, Python, Perl, Visual Basic, Oracle, Sybase, SQL etc. Working with Unicode, multi-byte enablement, string extraction; with help compilers and resource compilers; and in cultural factors influencing the acceptability of software products to international markets. Experience with both Unix and Windows software systems.

**Minimum Education:** BS in Computer Science, another engineering discipline or equivalent experience.

**Job Title:** Project Manager

**Minimum/General Experience:** 3 years of project or account management experience, including experience working with clients, excellent verbal and written communication skills, ability and interest to learn and apply new technologies and products rapidly, ability to understand computer software at the "power user" level, and familiarity with word-processing, spreadsheet, database, and text editing software, and the ability to master new programs quickly.

**Functional Responsibility:** daily management of complex projects to ensure successful completion, create schedules and project specifications, track issues, facilitate decision-making to maintain project budget and schedule, and provide regular and timely communication to clients.

**Minimum Education:** BS or equivalent experience

**Job Title:** QA Engineer

**Minimum/General Experience:** 3 years of software QA experience, including testing of international software, native ability in the language to be tested.

**Functional Responsibility:** Provide overall coverage of testing, write test cases and test scripts and assist in writing test plans when necessary, follow and conduct testing according to the test plan, research areas of technical concern, predict, identify and escalate issues or bugs, write detailed and precise bug reports, oversee and conduct verification of bug fixes.

**Minimum Education:** BS or equivalent experience

<b>Job</b>	<b>GSA Hourly Rate Including IFF</b>
Consulting Engineer	<b>\$207.81</b>
Software Engineer	<b>\$170.03</b>
Project Manager	<b>\$147.36</b>
QA Engineer	<b>\$113.35</b>

**21. List of service and distribution points.** N/A.

**22. List of participating dealers.** N/A.

**23. Preventive maintenance.** N/A.

**24a. Special attributes such as environmental attributes.** None.

**24b.** If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).

[www.basistech.com/government](http://www.basistech.com/government)

**25. Data Universal Number System (DUNS) number.** 787854181

**26. Notification regarding registration in SAM.** Reigistered and current.

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in Federal Government contracts. To accelerate potential opportunities please contact **BasisTechnology Corporation, Christopher Biow, 703-727-0204, email: cbiow@basistech.com.**



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

(CUSTOMER NAME)  
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

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

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

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

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

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

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

Here is a general outline on how it works:

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

**AGREEMENT ID** \_\_\_\_\_

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“Agreement”) is made and effective this \_\_\_\_ day of \_\_\_\_\_, 2012 (the “Effective Date”), by and between **Basis Technology Corporation**, a Delaware corporation principally located at One Alewife Center, Cambridge, MA 02140 (“Basis”), and an **ordering activity authorized to place orders under GSA Schedule contracts**. (“Customer”).

WHEREAS, Basis has developed computer software (the “Basis Software” or the “Software”, as defined below), and owns or controls rights in the same;

WHEREAS, Customer desires to license one or more Basis Software modules as outlined in Exhibit B of this Agreement for the performance of the program identified in Exhibit B (“Program”);

WHEREAS, Basis is willing to grant Customer a limited license to use the Software provided that Basis’ rights in its technology are not compromised by Customer’s commitments under the Program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Basis and Customer agree as follows:

### **1. DEFINITIONS.**

As used in this Agreement, the following terms shall have their assigned definitions:

“Affiliate” means any person, partnership, joint venture, corporation, or other enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly control, are controlled by, or are under common control of a party.

“Basis Software” or “Software” shall mean Basis computer software in binary form and associated documentation and help files included within or provided with the Basis Software (the “Documentation”) listed on Exhibit B for which Customer is granted a license pursuant to this Agreement.

“Confidential Information” includes, without limitation, all materials identified in Exhibit A, information in tangible or intangible form relating to and/or including released or unreleased software or hardware products, the marketing or promotional plans for any Basis product, the particular structure, configuration, arrangement, and interplay of any third party software utilized by or in the Basis Software, Basis's business policies or practices, and information received from others that Basis is obligated to treat as confidential. Notwithstanding the foregoing description of Confidential Information, all Confidential Information of a tangible form must be marked with an appropriate restrictive legend at the time of disclosure and all Confidential Information of a non-tangible nature must be identified as such at the time of disclosure and confirmed in writing within thirty (30) calendar days after disclosure, in order to be considered Confidential Information under this Agreement. Confidential Information shall not include any information,

however designated, that: (i) is or subsequently becomes publicly available without Customer's breach of any obligation owed Basis; (ii) became known to Customer prior to Basis's disclosure of such information to Customer pursuant to the terms of this Agreement; (iii) became known to Customer from a source other than Basis other than by the breach of an obligation of confidentiality owed to Basis; or (iv) can be demonstrated through corroborating documentation to have been independently developed by Customer.

1.4 "Order" shall mean Basis's standard form for ordering Software licenses and Support Services which includes specific license terms and restrictions. Executed Orders will be added as Exhibit B-1 of this Agreement.

1.5 "Support Services" shall mean support and maintenance services for Software provided by Basis to Customer in accordance with terms and conditions outlined in Exhibit C.

### **LICENSE GRANT AND RESTRICTIONS.**

2.1. **License Grant.** Basis Software is commercial computer software and Basis hereby grants to Customer and to no other person, group, entity, or agency, a non-exclusive, non-transferable license to install, load and use those modules of Basis Software listed in the appropriate Order, strictly and solely for purposes of performing the Program and for the specific license term period outlined therein. This license does not extend to Customer's other projects, contracts, departments, agencies or instrumentalities within the United States Government and does not extend to purposes or installations other than those required in this procurement.

2.2. **General Restrictions.** Customer may not (a) modify, create competitive or derivative works based upon, loan, rent, lease, sell, give, sublicense, transfer, publish, disclose, display, reverse engineer, decompile, translate, adapt, or disassemble the Software or otherwise make available the Software, or software mimicking the Software, in whole or in part, to any other person, group, entity, agency, or affiliate; or (b) remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or restrictive legend appearing on the Software or Documentation or any third party modules of Software associated with it. To the extent that Customer allows employees, agents, and other contractors access to or use of the Software, in accordance with the license rights granted herein, Customer must require that all such employees, agents, and contractors comply with these restrictions. Customer must also require any or all parties receiving Customer's software which contains the Basis Software, in whole or in part, to comply with and adhere to the restrictions provided herein, including the restrictions preventing reverse engineering, decompiling, and disassembling.

2.3 **Government Rights.** The Software is commercial computer software as specified in FAR 27.405-3, and any other data rights provisions, as may be applicable. As such, use, duplication, and disclosure of the Software by U.S. Government end-users is subject to the restrictions in this Agreement. The

Contractor/manufacturer is Basis Technology Corporation located at One Alewife Center, Cambridge, MA 02140, USA.

3. **TERM AND TERMINATION.**

3.1. **Term.** This Agreement shall remain in full force and effect for a period of three (3) years from the Effective Date (the “Term”) unless terminated earlier as provided in Section 3.2 below.

3.2. **Termination.** This Agreement may be terminated in accordance with the terms and conditions of the applicable GSA Schedule contract.

4. **RETURN OF SOFTWARE.**

Upon expiration of the license term (as provided in Exhibit B) or termination of the Agreement in accordance with Section 3, Customer shall immediately cease using the applicable Software and immediately remove all copies of the Software from any and all Customer hardware and software, and certify to Basis within one (1) week after termination that Customer has destroyed or returned to Basis all copies of the Software.

5. **SUPPORT SERVICES.**

Customer may order Support Services in accordance with the terms and conditions outlined in Exhibit C of this Agreement.

6. **OWNERSHIP.**

Basis, or its licensors, has and shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Documentation, Confidential Information and all portions and copies thereof. Customer acknowledges that Basis retains all rights in Basis’s libraries, headers, and other data, as well as Basis’s software arrangement and overlays, and that no rights are conferred in these as a result of this Agreement. Customer acknowledges that Basis may be irreparably harmed and shall be entitled to equitable relief, including preliminary and permanent injunctive relief, in addition to other legal remedies, in the event that Customer breaches the confidentiality provisions or license restrictions in this Agreement. If Customer is an agency or instrumentality of the U.S. Government, the preceding sentence shall apply only if and to the extent specifically authorized by applicable Federal statute.

7. **OBLIGATIONS REGARDING CONFIDENTIAL INFORMATION.**

7.1 **Duration.** Customer shall refrain from disclosing any Confidential Information of Basis to third parties for ten (10) years following the date that Basis first discloses such Confidential Information to Customer, except as expressly provided in this Agreement.

7.2 **Security.** Customer shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than reasonable care, to keep confidential the Confidential Information of Basis.

**7.3 Distribution.** Customer shall refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of Basis except as otherwise provided hereunder.

**7.4 Judicial Action.** Customer may disclose Confidential Information of Basis in accordance with a judicial or other governmental order, provided that Customer either (i) gives Basis reasonable notice prior to such disclosure to allow Basis a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. Notwithstanding the foregoing, Customer shall not disclose any computer source code that contains Confidential Information of Basis in accordance with a judicial or other governmental order unless it complies with the requirement set forth in sub-section (i) of this Section.

**7.5 Employees.** Customer may disclose Confidential Information only to Customer's employees and consultants on a need-to-know basis and only for purposes of accomplishing the evaluation anticipated herein, provided the provisions of this Agreement are complied with.

**7.6 Notification of Disclosure.** Customer shall notify Basis immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Customer and its employees, consultants, or others, and will cooperate with Basis in every reasonable way to help Basis regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

**7.7 Return or Destruction.** Customer shall, at Basis's request, return all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to Customer as Confidential Information, or at Basis's option, certify destruction of the same.

**8. WARRANTY; DISCLAIMER.**

THE PARTIES EXPRESSLY AGREE THAT THE USE OF BASIS SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. BASIS DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL NOT INTERFERE WITH COMPUTER OPERATION OR THAT OPERATION OF THE SOFTWARE IS ERROR-FREE OR THAT ITS OPERATION WILL BE UNINTERRUPTED AND BASIS HEREBY DISCLAIMS ALL LIABILITY ON ACCOUNT THEREOF.

**9. LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF OPERATIONS, MISSION INTERRUPTION, BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR DATA) ARISING OUT OF THE USE OR INABILITY TO USE THE BASIS SOFTWARE, THIS AGREEMENT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, EITHER PARTY'S TOTAL LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO BASIS FOR SOFTWARE LICENSED UNDER THIS AGREEMENT.

**10. FEES AND PAYMENT.**

Customer shall pay Basis the fees for Software licenses and Support Services (the "Fees") as specified in the applicable Order in accordance with the fees and rates specified in the applicable GSA Schedule pricelist, subject to any mutually agreed discounts specified in the applicable Order. Grant of rights and licenses herein is effective upon full payment of the applicable Fees.

**11. REMEDIES FOR BREACH OF CONFIDENTIAL INFORMATION.**

Customer acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Basis shall be entitled, without waiving any other rights or remedies, to such equitable relief as may be deemed proper by a court of competent jurisdiction. If Customer is an agency or instrumentality of the U.S. Government, the preceding sentence shall apply only if and to the extent specifically authorized by applicable Federal statute.

**12. GOVERNING LAW.**

Enforcement and interpretation of this Agreement shall be governed by the substantive laws of the Commonwealth of Massachusetts, without regard to its choice of law principles or the Convention on Contracts for the International Sale of Goods. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be commenced in the U.S. District Court in the Commonwealth of Massachusetts for matters of federal jurisdiction, or County Circuit Court in the Commonwealth of Massachusetts for matters of state jurisdiction, and Customer hereby submits to the jurisdiction and venue of any such court in any suit, action, or proceeding arising hereunder. Notwithstanding the foregoing, if Customer is an agency or instrumentality of the U.S. Government, enforcement and interpretation of this Agreement shall be governed by the laws of the United States, and any such proceeding shall take place in a court prescribed by such laws, or, in the absence of such prescription, in the U.S. District Court for the Commonwealth of Massachusetts

### **13. MISCELLANEOUS.**

**13.1 Intellectual Property Rights.** All Confidential Information is and shall remain the property of Basis. By disclosing Confidential Information to Customer, Basis does not grant any express or implied right to Customer to or under any patents, copyrights, trademarks, or trade secret information unless expressly provided herein. Basis reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. These rights and obligations shall survive termination of this Agreement.

**13.2 Independent Development.** The terms of confidentiality under this Agreement shall not be construed to limit either Basis or Customer's right to independently develop or acquire products without use of the other party's Confidential Information.

**13.3 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Basis, Customer, their agents, or employees, but only by an instrument in writing signed by authorized employees of Basis and Customer. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

**13.4 Non-assignability.** This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.

**13.5 Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**13.6 Survival of Terms.** The restrictions and obligations set forth in Sections 4 through 13 of this Agreement shall survive termination or expiration of this Agreement.

**13.7 Publicity and News Releases.** Neither party shall publicly release information pertaining to the subject matter of this Agreement without the prior written approval of the other party.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**CUSTOMER:**

Customer

Address

Address

By:

Name:

Title:

Date:

**BASIS:**

Basis Technology Corporation

One Alewife Center

Cambridge, Massachusetts 02140-2327

By:

Name:

Title:

Date:

**EXHIBIT A**

**Specifically Identified Confidential Information**

Basis Confidential Information:

1. Basis Software
2. Basis Software Documentation
3. Other: [specify]

**EXHIBIT B**  
**SOFTWARE AND FEES**

**1. Basis Software.**

As specified in the applicable Order.

**2. Supported Platforms.**

As specified in the applicable Order.

**3. License Term.**

As specified in the applicable Order.

**4. Program and Government Contract No.**

As specified in the applicable Order.

**5. Fees and Payment.**

As specified in the applicable Order.

**6. Additional Software.**

During the Term, Customer may order additional Basis Software by completing and signing the Order forms which shall become Exhibit B-1 to this Agreement.

## EXHIBIT C

### SUPPORT SERVICES TERMS AND CONDITIONS

#### 3. TECHNICAL SERVICES

The Contractor, without additional charge to the Government, shall provide a hot line technical support number **617-386-2090** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9AM to 5PM Eastern Time**.

#### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

During the term of this Agreement, and as long as Customer pays Basis the Support Services Fees set forth in the Order Supplement, Basis agrees to provide the following second-level Support Services at no additional charge to Customer:

##### 1. Error Correction.

Basis will undertake to provide to Customer Error Corrections, of any reported and reproducible Errors, and Updates, in the next Licensed Software Release made generally available to Basis's other licensees of the Licensed Software.

##### 2. Support.

Basis will provide support to Customer according to Basis's standard support policies described below. Basis has no obligation under this Agreement to provide any service to, or respond to any requests from, End Users.

##### 3. Term.

Annual Support and Maintenance will commence upon delivery of the Software Products to the Customer site and will automatically renew from year to year, unless either party gives written notice of its intention not to renew at least thirty (30) days prior to the renewal date.

##### 4. Basis Standard Support Policies.

Basis will provide all Support Services at Basis's facilities during regular business hours Monday through Friday, excluding company holidays observed by Basis. Customer will use either email or telephone to contact Basis with initial support incident reports and subsequent follow-up, and Basis will respond either by email or telephone. Basis will track reports and progress in a customer support database and issue incident numbers to Customer upon request.

##### 5. Problem Resolution and Technical Support.

Problem Resolutions will consist of either a workaround that is acceptable to Customer and ultimately the End User or a permanent solution. Problems that require a permanent solution will be considered resolved when the reproducible test case used to demonstrate the Error demonstrates the corrected behavior. Permanent solutions that result in an Update of the Basis program will be permanently resolved in the next scheduled Release of the Basis program. A workaround will be replaced with a permanent solution in the next scheduled Release unless otherwise agreed upon by Customer representing the End User. The following severity schema defines time frames for responses, status reporting and resolution of escalated problems:

<b>Problem Category</b>	<b>Category: Crisis</b>	<b>Category: Critical</b>	<b>Category: Standard</b>	<b>Category: Enhancement</b>
Severity	<p>Error that has a critical business impact.</p> <p>(ii) The End User has complete loss of service and work cannot reasonably continue</p>	<p>(i) Error that has a significant business impact.</p> <p>(ii) The End User's work has significant loss or degradation of services and requires immediate attention.</p>	<p>(i) Error that has some business impact.</p> <p>(ii) The End User's work has minor loss of services.</p> <p>(iii) The End User wants a problem resolved but can continue working without critical impact on operations.</p> <p>(iv) Questions and Enhancements.</p>	Request for additional or extended functionality
Target Response Time	Less than 2 hours call back or respond electronically	Less than 4 hours call back or respond electronically	1 workday call back or respond electronically	Less than 2 workdays call back or respond electronically
Target Status Reporting	Daily	Daily	Weekly	
Target Resolution Time	1 business Day	2 business Days	Next Patch-level release	Next Patch-level or Major release, depending on scope of request

Resolution Deliverables	(i) Hot Fix to be delivered to Customer	(i) Hot Fix to be delivered to Customer	(i) Release date for Update in which the error is solved  (ii) Answer to questions  (iii) Inform Customer that the C/E will be treated according to Basis' C/E policy	date for release which will incorporate request or:  (ii) Explanation for Basis's deferral of implementing request
Resources	Continuous efforts until resolution is accepted by Customer	Commercially reasonable effort within regular resource limits	Commercially reasonable effort within regular resource limits	Commercially reasonable effort within regular resource limits

Part Number	Product Name	CORE PLATFORM PRODUCTS - Product Description	SIN		Perpetual Use License GSA Price W .75 IFF
RNT-SDK-SYS	Rosette Name Translator	Instantly translate many names to (and from) English. Includes all languages: Arabic, Chinese, Japanese, Korean, Pashto, Farsi, Urdu, Dari, Russian. Pricing is per system where a system is defined as up to eight (8) CPU cores.	132-33		\$141,309.82
RNI-SDK-SYS	Rosette Name Indexer	Accurate fuzzy name matching in numerous languages. Includes all languages, Arabic, Chinese, English, Japanese, Korean, Pashto, Urdu, French, German, Italian, Persian, Portuguese, Russian, Spanish. Pricing is per system where a system is defined as up to eight (8) CPU cores	132-33		\$141,309.82
RLI-SDK-SYS	Rosette Language Identifier	Identify and triage many languages within large volumes of text. 188 Language/Encoding Pairs. 55 Supported Languages. 7 Latin Script Variants. 44 Legacy Encodings. Pricing is per system where a system is defined as up to eight (8) CPU cores.	132-33		\$50,629.67
RES-SDK-SYS	Rosette Entity Resolver	Link and learn for real-world data. Includes Full support for Chinese, English, Spanish. Pricing is per system where a system is defined as up to eight (8) CPU cores.	132-33		\$169,269.52
				Number of	
				Languages	
RBL2-SDK-SYS	Rosette Base Linguistics	Search languages with high accuracy. Basic Languages - Czech, Dutch, French, German, Greek, Hungarian, Italian, Japanese, Korean, Polish, Portuguese, Spanish, Russian. Pricing is per language/per system where a system is defined as up to eight (8) CPU cores.	132-33	1	\$50,629.67
	<i>Specify Language</i>				

RBL3-SDK-SYS	Rosette Base Linguistics	Search languages with high accuracy. Premium Languages, Arabic, Chinese (S & T), Farsi, Urdu. Pricing is per language/per system where a system is defined as up to eight (8) CPU cores.	132-33	1	\$68,010.08
<i>Specify Language</i>					
		<b>SUPPORT, MAINTENANCE, UPGRADES</b>			
Support		<b>Technical Support, Updates and Upgrades</b>	132-34		
Support		<b>Developers License - Six Months</b>	132-34		\$25,314.86
		<b>Basis Technology Corporation</b>			
		<b>Time and Materials Rates for Services</b>			
		Job Categorization			
<i>Consulting Engineers and Managers, Per Hour</i>		<i>Consulting Engineers and Managers, Per Hour</i>	132-51		\$207.81
<i>Software Engineers, Per Hour</i>		<i>Software Engineers, Per Hour</i>	132-51		\$170.03
<i>Project Managers, Per Hour</i>		<i>Project Managers, Per Hour</i>	132-51		\$147.36
<i>QA Engineers, Per Hour</i>		<i>QA Engineers, Per Hour</i>	132-51		\$113.35
<i>Testers and Systems Administrators, Per Hour</i>		<i>Testers and Systems Administrators, Per Hour</i>	132-51		\$94.46