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.

MULTIPLE AWARD SCHEDULE (MAS)

FSC Group: Information Technology
PSC Class: 7A21

Contract Number: GS-35F-0422R

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

Contract Period: March 17, 2005 – March 16, 2025

Celartem, Inc. dba Extensis-LizardTech
1500 SW 1st Avenue, Suite 680
Portland, OR 97201-5817
Phone: 1-866-725-5211 (or) 206-652-5211
Fax: 206-652-0880
email: federalsales@lizardtech.com
www.extensis.com

Business Size/Status: Small

Pricelist current through Modification #PA-0092 Effective 01/13/2022

Contract Administration:
Nahhe Nomie
Telephone: (503) 290-0327
Email: nnomie@extensis.com
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1a. Table of Awarded Special Item Numbers (SINs):

Please refer to page #3 and GSA eLibrary (www.gsaelibrary.gsa.gov) for detailed SIN descriptions

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</tbody>
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1b. Lowest Priced Model Number and Lowest Price: Please refer to our rates on page #8

1c. Labor Category Descriptions: Not Applicable

2. Maximum Order: $500,000.00

3. Minimum Order: $100.00

4. Geographic Coverage: Worldwide

5. Point(s) of Production: Same as Company Address

6. Discount from List Price: Government net prices (discounts already deducted)

7. Quantity Discounts: 1% on orders of net $100,000 or greater.

8. Prompt Payment Terms: 0.5% 10 days, Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign Items: None

10a. Time of Delivery: 30 Days (Days ARO)

10b. Expedited Delivery: To Be Negotiated with Ordering Agency

10c. Overnight and 2-Day Delivery: To Be Negotiated with Ordering Agency

10d. Urgent Requirement: To Be Negotiated with Ordering Agency

11. F.O.B. Point(s): Destination

12a. Ordering Address: Celartem, Inc. dba Extensis-LizardTech

1500 SW 1st Avenue, Suite 680
Portland, OR 97201-5817
Phone: 206-652-5211
Fax: 206-652-0880
federalsales@lizardtech.com

12b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are found in Federal Acquisition Regulation (FAR) 8.405-3.
13. Payment Addresses: Celartem, Inc. dba Extensis-LizardTech
1500 SW 1st Avenue, Suite 680
Portland, OR 97201-5817

14. Warranty Provision: Contractor’s standard commercial warranty

15. Export Packing Charges: Not Applicable

16. Terms and conditions of rental, maintenance, and repair: Not Applicable

17. Terms and conditions of installation (if applicable): Not Applicable

18.a Terms and conditions of repair parts indicating date of parts, price lists and any discounts from list prices: Not Applicable

18b. Terms and conditions for any other services (if applicable): Not Applicable

19. List of service and distribution points (if applicable): Not Applicable

20. List of participating dealers (if applicable): Not Applicable

21. Preventative maintenance (if applicable) Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22b. 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/ Contact the Contractor for more information.

23. Unique Entity Identifier (UEI) Number. 177606969

24. Extensis-LizardTech is registered in the System for Award Management (SAM).
CONTRACT OVERVIEW
GSA awarded Celartem, Inc. dba Extensis-LizardTech (Extensis-LizardTech) a GSA Federal Supply Schedule contract for the Multiple Award Schedule (MAS), Contract No. GS-35F-0422R. The current contract period is March 17, 2020 – March 16, 2025. The contract allows for the placement of Firm Fixed Price or Time and Materials task orders using the labor categories and ceiling rates defined in the contract.

CONTRACT ADMINISTRATOR & MARKETING POINT OF CONTACT
Nahhe Nomie
Chief Financial Officer
1500 SW 1st Avenue, Suite 680
Portland, OR 97201-5817
Telephone: 503-290-0327
Fax Number: 503-274-0530
Email: nnomie@extensis.com

BRIEF COMPANY OVERVIEW
At Celartem, Inc. dba Extensis-LizardTech, we come to work each day driven to helping our customers succeed in achieving their goals. We believe that you can get more from your digital assets, fonts, and images if you can find them, easily share them, and protect them. We build solutions that accelerate your workflows so you can achieve your goals faster – and we’re here to help if and when you need it.

CONTRACT USE
This contract is available for use by all Federal Government agencies, as a source for Software Licenses and Software Maintenance for worldwide use. Executive agencies, other Federal agencies, mixed – ownership Government corporations, and the District of Columbia; government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply may use this contract.

SPECIAL ITEM NUMBER (SIN) DESCRIPTIONS
The Special Item Number (SIN) available under this contract provides software licenses and maintenance across the full life cycle of a project. When task orders are placed, they must identify the SIN under which the task is being executed. Extensis-LizardTech has been awarded a contract by GSA to provide services under the following SIN:

- SIN 511210 Software Licenses
- SIN OLM / OLMSTLOC / OLM-RC Order Level Materials

Please refer to GSA eLibrary for complete Special Item Number (SIN) description.
Ordering activities may establish BPAs under any schedule contract to fill repetitive needs for supplies or services. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPAs and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). In determining how many BPAs to establish, consider:

- a. The scope and complexity of the requirement(s);
- b. The need to periodically compare multiple technical approaches or prices;
- c. The administrative costs of BPAs; and
- d. The technical qualifications of the schedule contractor(s).

Establishment of a single BPA, or multiple BPAs, shall be made using the same procedures outlined in 8.405-3. BPAs shall address the frequency of ordering, invoicing, discounts, requirements (e.g., estimated quantities, work to be performed), delivery locations, and time.

When establishing multiple BPAs, the ordering activity shall specify the procedures for placing orders under the BPAs.

Establishment of a multi-agency BPA against a Federal Supply Schedule contract is permitted if the multi-agency BPA identifies the participating agencies and their estimated requirements at the time the BPA is established.

Ordering from BPAs:

Single BPA. If the ordering activity establishes one BPA, authorized users may place the order directly under the established BPA when the need for the supply or service arises.

Multiple BPAs. If the ordering activity establishes multiple BPAs, before placing an order exceeding the micro-purchase threshold, the ordering activity shall:

- e. Forward the requirement, or statement of work and the evaluation criteria, to an appropriate number of BPA holders, as established in the BPA ordering procedures; and
- f. Evaluate the responses received, make a best value determination (see 8.404(d)), and place the order with the BPA holder that represents the best value.

BPAs for hourly rate services. If the BPA is for hourly rate services, the ordering activity shall develop a statement of work for requirements covered by the BPA. All orders under the BPA shall specify a price for the performance of the tasks identified in the statement of work.

Duration of BPAs. BPAs generally should not exceed five years in length, but may do so to meet program requirements. Contractors may be awarded BPAs that extend beyond the current term of their GSA Schedule contract, so long as there are option periods in their GSA Schedule contract that, if exercised, will cover the BPA’s period of performance.

Review of BPAs:

The ordering activity that established the BPA shall review it at least once a year to determine whether:

- g. The schedule contract, upon which the BPA was established, is still in effect;
- h. The BPA still represents the best value (see 8.404(d)); and
- i. Estimated quantities/amounts have been exceeded and additional price reductions can be obtained.

The ordering activity shall document the results of its review.
1. INSPECTION/Acceptance

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

2. 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.

LIMITED WARRANTY. With the exception of Cartridges or Third-Party Software which may come without warranty of any kind, including no right of refund or return, LizardTech warrants that the Software will perform substantially in accordance with its published specifications for ninety (90) days following Your receipt of the Software, regardless of whether You opened the packaging in which You received the Software, or otherwise used the Software. In addition, any media on which the Software is provided will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, THE SOFTWARE AND ANY SERVICES WHICH MAY BE PROVIDED BY LIZARDTECH ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. LIZARDTECH DISCLAIMS ALL OTHER WARRANTIES ON THE SOFTWARE AND SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, OR NONINFRINGEMENT. LIZARDTECH DOES NOT WARRANT THAT THE SOFTWARE WILL BE (a) UNINTERRUPTED OR ERROR FREE IN OPERATION, (b) FREE FROM DEFECTS, (c) WILL MEET YOUR REQUIREMENTS, OR (d) WILL BE COMPATIBLE WITH OR OPERATE IN ANY COMBINATION WITH YOUR EQUIPMENT AND OTHER SOFTWARE PROGRAMS SELECTED BY YOU FOR USE WITH THE SOFTWARE. During the Warranty Period, LizardTech's entire liability and Your exclusive remedy with respect to any nonconforming Software shall be either, at LizardTech's option, the replacement of the Software or the refund of the license fee paid for the Software if You return the Software to LizardTech together with proof of purchase. LizardTech will not accept returns based on "buyer's remorse," or any other grievance unrelated to a material flaw or defect with the Software. IN NO EVENT WILL LIZARDTECH REFUND ANY LICENSE FEES MORE THAN FOURTEEN (14) DAYS AFTER THE DATE YOU FIRST USED THE SOFTWARE, WITHIN THE NINETY (90) DAY WARRANTY PERIOD NOTED ABOVE. YOU AGREE THESE ARE YOUR ONLY REMEDIES EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE(S). Any express warranty as provided above is void if failure of the Software has resulted from any alteration, modification, accident, abuse, misapplication, abnormal use or a virus. Some states may not allow the above exclusion or limitation of warranties so the above exclusions or limitations may not apply to You. This warranty gives You specific legal rights. You may have other rights which vary from state to state or province to province.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 206-902-2845 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8 am to 5 pm PST.

Our maintenance is called Gold Support. Gold Support customers receive email and telephone technical support Monday through Friday, 8:00 a.m. - 5:00 p.m., PST/PDT, excluding holidays. In addition, Gold Support customers receive electronic Data Cartridges. Finally, Gold Support customers receive free product upgrades.
4. SOFTWARE MAINTENANCE

Software maintenance as it is defined:

Software Maintenance as a Product (511210)

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

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

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

a. Software maintenance service shall include the following: Our maintenance is called Gold Support. Gold Support customers receive email and telephone technical support Monday through Friday, 8:00 a.m. - 5:00 p.m., PST/PDT, excluding holidays. In addition, Gold Support customers receive electronic Data Cartridges. Finally, Gold Support customers receive free product upgrades.

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

5. PERIODS OF MAINTENANCE (54151)

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 ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

6. UTILIZATION LIMITATIONS - (511210 AND 54151)

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 CONVERSIONS - (511210)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. 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.

9. RIGHT-TO-COPY PRICING
Not Applicable
### Part Number | SIN | Product | Version | GSA Price
--- | --- | --- | --- | ---
101-10S-1L | 511210 | GeoExpress 10 Standard Local License - Includes 1-year support & 100GB cartridge | 10 | $2,753.40
101-10U-1L | 511210 | GeoExpress 10 Unlimited Standalone License - Includes 1-year support & unlimited encoding | 10 | $7,515.11
101-10S-1F | 511210 | GeoExpress 10 Standard Float License - Includes 1-year support & 100GB cartridge | 10 | $3,442.82
101-10U-1F | 511210 | GeoExpress 10 Unlimited Float License - Includes 1-year support & unlimited encoding | 10 | $9,394.96
101-002-7R | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support & 500GB cartridge (LEGACY) | 10 | $822.17
101-003-7R | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support & 1TB cartridge (LEGACY) | 10 | $1,027.71
101-00S-7LR | 511210 | GeoExpress Standard Local Support Renewal - Includes 1-year support & 100GB cartridge | 10 | $608.06
101-00T-7R | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support (no encoding-LEGACY) | 10 | $342.57
101-00U-7LR | 511210 | GeoExpress Local Support Renewal - Includes 1-year support & unlimited encoding | 10 | $1,661.46
101-002-7FR | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support & 500GB cartridge (LEGACY) | 10 | $1,027.71
101-003-7FR | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support & 1TB cartridge (LEGACY) | 10 | $1,284.63
101-00S-7FR | 511210 | GeoExpress Standard Local Support Renewal - Includes 1-year support & 100GB cartridge | 10 | $762.22
101-00T-7FR | 511210 | GeoExpress Standalone Support Renewal - Includes 1-year support (no encoding-LEGACY) | 10 | $419.65
101-00U-7FR | 511210 | GeoExpress Local Support Renewal - Includes 1-year support & unlimited encoding | 10 | $2,320.91
101-00U-1FS | 511210 | GeoExpress 10 Float Subscription - Includes unlimited encoding | 10 | $4,277.83
101-00U-7FRS | 511210 | GeoExpress 10 Float Subscription - Includes 1-year support & unlimited encoding | 10 | $4,277.83
106-005-1 | 511210 | GeoExpress - 1 TB Data Cartridge Refill | 9.5 | $2,380.86
106-004-1 | 511210 | GeoExpress - 500 GB Data Cartridge Refill | 9.5 | $1,430.23
106-003-1 | 511210 | GeoExpress - 100 GB Data Cartridge Refill | 9.5 | $479.60
300-950-1 | 511210 | Express Server 9.5 – Includes 1-year Support | 9.5 | $7,532.24
300-950-7R | 511210 | Express Server 9.5 Support Renewal - 1 Year | 9.5 | $1,653.32

**NEW LICENSES - STANDALONE / WIN/LINUX**

**EXPRESS SERVER - SINGLE LICENSE**

1. PREVIOUS VERSIONS OF SOFTWARE ARE DISCONTINUED AT THE TIME A NEW VERSION IS RELEASED.
2. SOFTWARE IS COVERED BY A WARRANTY INCLUDED WITH THE PRODUCT.
<table>
<thead>
<tr>
<th>Part Number</th>
<th>SIN</th>
<th>Product</th>
<th>Version</th>
<th>GSA Price</th>
</tr>
</thead>
</table>

3. SOFTWARE MAY NOT BE RETURNED ONCE IT HAS BEEN PURCHASED AND INSTALLED.

4. CELARTEM, INC. - LIZARDTECH'S US FEDERAL ID NUMBER IS 91-1862805.

LANGUAGE NOTES: ALL PRODUCTS ARE IN US ENGLISH - SOFTWARE LOCALIZED FOR THE UNITED STATES.
SHI International Corp.
290 Davidson Avenue
Somerset NJ 08873
Phone: (888) 764-8888
POC: Katelyn Dilley
POC email: Katelyn_diley@shi.com