AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
MULTIPLE AWARD SCHEDULE

Special Item No. 511210 Software Licenses
Special Item No. 54151 Software Maintenance Services
Special Item No. 54151S Information Technology Professional Services
Special Item No. OLM Order-Level Materials

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

SPECIAL ITEM NUMBER 511210 - SOFTWARE LICENSES

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
   Large Scale Computers
      Application Software
      Communications Software
   Microcomputers
      Application Software
      Communications Software

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

SPECIAL ITEM NUMBER 54151 – SOFTWARE MAINTENANCE SERVICES

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

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.
SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302  IT Systems Development Services
FPDS Code D306  IT Systems Analysis Services
FPDS Code D307  Automated Information Systems Design and Integration Services
FPDS Code D308  Programming Services
FPDS Code D311  IT Data Conversion Services
FPDS Code D399  Other Information Technology Services, Not Elsewhere Classified

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

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

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

SPECIAL ITEM NUMBER OLM – ORDER-LEVEL MATERIALS

Order-Level Materials (OLMs) are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Federal Supply Schedule (FSS) contract or FSS blanket purchase agreement (BPA). OLMs are not defined, priced, or awarded at the FSS contract level. They are unknown before a task or delivery order is placed against the FSS contract or FSS BPA. OLMs are only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN) and are subject to a Not To Exceed (NTE) ceiling price. OLMs include direct materials, subcontracts for supplies and incidental services for which there is not a labor category specified in the FSS contract, other direct costs (separate from those under ODC SINs), and indirect costs. OLMs are purchased under the authority of the FSS Program and are not open market items.

Simulyze, Inc
1428 Weatherly Road SE
Suite 111
Huntsville, AL 35803
703-391-7001
www.simulyze.com

Contract Number: GS-35F-0512Y
Period Covered by Contract: 7/16/22 – 7/15/27

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0020.

Cooperative Purchasing and the Disaster Recovery Purchasing Program are offered for the following SINs: 511210, 54151, 54151S, and OLM.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Simulyze, Inc
1428 Weatherly Road SE
Suite 111
Huntsville, AL 35803

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Credit cards will be acceptable for payments equal to or less than $10,000. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

703-391-7001

3. LIABILITY FOR INJURY OR DAMAGE
The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:**
   - Block 9: G. Order/Modification Under Federal Schedule Contract
   - Block 16: Data Universal Numbering System (DUNS) Number: _ 111235185 ______
   - Block 30: Type of Contractor: __ B. Other Small Business _____________
   - Block 31: Woman-Owned Small Business - __No____________
   - Block 37: Contractor's Taxpayer Identification Number (TIN): __ 541990725 __________
   - Block 40: Veteran Owned Small Business (VOSB): __No____________________
   - 4a. CAGE Code: _ 1QHF7____________
   - 4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB DESTINATION**
   All shipments shall be made F.O.B. Destination Continental U.S. An additional shipping charge shall be added to each order for which expedited shipping is requested by the government. An additional shipping charge shall be added to each order for which shipping is requested by the government outside the Continental U.S.

6. **DELIVERY SCHEDULE**
   - a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:
     
     | SPECIAL ITEM NUMBER | DELIVERY TIME (Days ARO) |
     |--------------------|--------------------------|
     | __ 511210 ______  | __14__ Days              |
     | __ 54151S ______  | __30 or as negotiated__ Days |
   
   - b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
   - a. Prompt Payment: None
   - b. Quantity: For SINs 511210 & 54151 quantity discounts indicated in the price tables.
   - c. Dollar Volume: None
   - d. Other Special Discounts (i.e. Government Education Discounts, etc.): None

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

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**
   Not Applicable

10. **Small Requirements:** The minimum dollar of orders to be issued is $100_.

11. **MAXIMUM ORDER** (All dollar amounts are exclusive of any discount for prompt payment.)
   - a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:
12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

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

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges. Travel and per
diem will be subject to a ten percent (10%) administrative cost. If applicable, hardship and/or danger pay will be proposed and invoiced in accordance with U.S. Department of State guidelines (and will also include IFF) on a task by task basis.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

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

16. GSA ADVANTAGE!

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

1. Manufacturer;
2. Manufacturer's Part Number; and
3. Product categories.
Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

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

19. OVERSEAS ACTIVITIES

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

Not Applicable

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

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or 33411REF.

23. SECTION 508 COMPLIANCE.

Simulyze will comply with Section 508 as specified in each individual delivery order. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

3. **GUARANTEE/WARRANTY**

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

   Per the software license agreement, the Software is provided “as is” without warranty of any kind, either expressed, implied or statutory, including but not limited to any implied warranties of merchantability and fitness for a particular purpose, lack of viruses, and lack of negligence or lack of workmanlike effort. In addition, there is no warranty or condition of title, or quiet enjoyment, or non-infringement. You assume the entire risk as to the quality, use and performance of the Software.

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

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-391-7001, x252 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 0900 to 1600 Eastern Time, M-F except holidays.

5. **SOFTWARE MAINTENANCE**

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

       1. Software Maintenance as a Product (SIN 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, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324. The maintenance payment must be current in order to obtain maintenance and technical support for products, transfer the license to new machines when hardware is modified or changed, and purchase continued maintenance for the future.

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

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

6. PERIODS OF MAINTENANCE (SIN 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 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 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 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.

7. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 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:
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 only for the purpose and duration of the benchmark test; 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 primary governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

8. SOFTWARE CONVERSIONS - (SIN 511210 AND SIN 54151)

Not applicable.

9. 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.

Flight Control® (also known as the professional or desktop version) is Simulyze Incorporated’s commercial decision support tool for dominant battlespace management, analysis and alerting, which integrates numerous sources of planning and real/near-real time data. It is a geospatial intelligence system that integrates geospatial foundation information, such as maps and imagery, with operational planning data, such as ATOs, with real time operational data, such as the GCCS COP and Predator data, and with near-real time intelligence data, such as NRTI. Currently, Simulyze has integrated Flight Control with Google Earth, ArcGIS (desktop extension or deployable ArcEngine
application), Satellite Took Kit, and Falcon View to provide a robust battlespace management tool that leverages the visualization and analytical power of all the tools.

Flight Control® Enterprise is Simulyze Incorporated’s commercial geospatial intelligence server that processes and exports planning and real/near-real time battlespace information. There are three license levels. The first is for Flight Control Enterprise interfacing with Flight Control desktops/professional. The other license levels are for Flight Control Enterprise that exports data to another application or a database. The tool is licensed by number of users and by function. Each copy of Flight Control Enterprise is licensed for a single output of data to a single application, either residing on desktops or on a server. That data can be used for up to 250 concurrent users with a single license, either directly from the Flight Control Enterprise or indirectly through another application or service.

Flight Control® Enterprise Client (also known as Flight Lite or Lite Client) is Simulyze Incorporated’s light client/desktop decision support tool for dominant battlespace management, analysis and alerting, which integrates numerous sources of planning and real/near-real time data. It is a geospatial intelligence system that integrates geospatial foundation information, such as maps and imagery, with operational planning data, such as ATOs, with real time operational data, such as the GCCS COP and Predator data, and with near-real time intelligence data, such as NRTI. It is a light version of Flight Control Professional that interfaces with Flight Control Enterprise. This allows the majority of the heavy processing to be performed on the server leaving the client machines available for analysis and visualization. It is designed to support interactive download and is licensed with the Flight Control Enterprise server. Desktop licensing is not required. Currently, the Flight Control Enterprise Client interfaces with Google Earth, ArcGIS (desktop extension or deployable ArcEngine application), and Falcon View for battlespace management and visualization.

Flight Control products are installed on Windows-based workstations and servers. Simulyze provides installation and reference documentation as well as our “Building The Battlespace” document which goes through workflows on how to perform various tasks.

10. **RIGHT-TO-COPY PRICING**

Simulyze does not allow the ordering agency to copy, use, modify, transfer, or duplicate, or permit anyone else to copy, use, modify, transfer or duplicate, the products. Backup copies of the software products may be made only for the purpose of restoring the software to the original (or updated) equipment in case of system failure.

11. **SOFTWARE LICENSE AGREEMENT**

The Flight Control Software License Agreement is found in the Software License Agreement Section.
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Multiple Award Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

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

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

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Travel and per diem will be subject to a ten percent (10%) administrative cost. If applicable, hardship and/or danger pay will be proposed and invoiced in accordance with U.S. Department of State guidelines (and will also include IFF) on a task by task basis. Contractors cannot use GSA city pair contracts.
5.  **STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

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

   (1)  Cancel the stop-work order; or

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

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

   (1)  The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

   (2)  The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6.  **INSPECTION OF SERVICES**


7.  **RESPONSIBILITIES OF THE CONTRACTOR**

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

8.  **RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST
   a. Definitions.

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

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

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

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

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month. Travel, per diem and Other Direct Costs, when authorized by the delivery order, shall be billed at contractor’s cost. A ten percent (10%) administrative cost shall be added to the cost of travel/per diem and three percent (3%) shall be added to the cost of Other Direct Costs.

12. PAYMENTS

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

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

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

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

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

14. **INCIDENTAL SUPPORT COSTS**

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

15. **APPROVAL OF SUBCONTRACTS**

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

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

   a. A description of each type of IT Service offered by Simulyze under Special Item Numbers 54151S IT Professional Services is found in the Labor Category Descriptions section.

   b. Pricing for all IT Professional Services offered by Simulyze under Special Item Numbers 54151S IT Professional Services is found in the Service Pricelist.
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. 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 ordering activity contracts. To accelerate potential opportunities please contact Kathleen Gallagher, 703-391-7001 (O), gallagherka@simulyze.com, 703-391-7002 (F).
(Insert Customer Name)

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

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

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

Signatures

_________________________________________  ______________________
Ordering Activity               Date               Contractor               Date
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 activity):

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

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________________</td>
<td>__________________________</td>
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<tr>
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</tbody>
</table>

(2) Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td>___________</td>
<td>_________________________</td>
</tr>
<tr>
<td>___________</td>
<td>_________________________</td>
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</tbody>
</table>

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

(4) This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______</td>
<td>________________</td>
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<td>_______</td>
<td>________________</td>
</tr>
</tbody>
</table>

(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.
Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity’s 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.
SOFTWARE LICENSE AGREEMENT

Below is the Flight Control Software License Agreement.
IMPORTANT - READ CAREFULLY: This License Agreement (the "Agreement") is a legal agreement between you (either an individual or a single entity) and Simulyze Incorporated ("Simulyze"). Simulyze® is willing to license Flight Control® Software to you only upon the condition that you accept all of the terms in this Agreement. Before you open the accompanying software media, read the terms and conditions of this Agreement carefully. By opening, installing, copying or otherwise using the accompanying software media, you are consenting to be bound by and are becoming a party to this Agreement. If you do not agree with the terms and conditions of this Agreement, Simulyze is unwilling to license Flight Control® Software to you in which event you should return the unopened software media as well as the documentation within thirty (30) days of purchase and your license price will be refunded.

Simulyze Incorporated

Software Licensing Agreement

Subject to the terms and conditions set forth in this Agreement, Simulyze Incorporated ("Simulyze") agrees, upon payment of applicable fee(s), to provide and grant you a license to use the computer software, associated software media, user manual, and other documentation (the “Software”). You are solely responsible for the selection, installation and use of the Software and for any results obtained from the Software.

1. SOFTWARE LICENSE

The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All title, copyright and other intellectual property rights in and to the Software, including any copies, modifications, adaptations, or derivative works thereof, are owned exclusively by Simulyze.

For desktop node locked licenses (also known as Flight Control Client, Flight Control Professional, Flight Control Desktop), you may: (a) install and use one copy of this Software only on one single computer at any one time (a “computer” being hereby defined as one central processing unit, a single display and associated peripheral equipment, all at one location); and (b) make one (1) copy of the Software on any machine in any readable form for emergency backup purposes in support of your own use of the Software on a single computer. For desktop licenses, you may have a maximum of 10 Flight Control output interfaces to other Flight Control products.

For desktop network/dongle licenses (also known as Flight Control Network, Flight Control Dongle), you may: (a) install one copy of this Software on any computer on a single, contiguously, electronically connected computer network within a single organization and geographic location; (b) make one (1) copy of the Software on any machine in any readable form for emergency backup purposes in support of your own use of the Software; and (c) use one copy of this Software only on one single computer at any one time for each network/dongle license token purchased.

For Enterprise Client licenses (also known as Flight Control Enterprise Client, Flight Control Lite), you may use one copy of this Software only on one single computer at any one time (a “computer” being hereby defined as one central processing unit, a single display and associated peripheral equipment, all at one location) for each concurrent Enterprise Client license purchased.

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For Enterprise Client licenses, you may only use a data interface from the Flight Control Enterprise software.

For Enterprise licenses (also known as Flight Control Server, Flight Control Enterprise, Flight Control Gateway), you may: (a) install and use one copy of this Software only on one single computer at any one time (a “computer” being hereby defined as one central processing unit, a single display and associated peripheral equipment, all at one location); and (b) make one (1) copy of the Software on any machine in any readable form for emergency backup purposes in support of your own use of the Software on a single computer. Additionally, it is recommended that you provide a dedicated physical server for installation and operation of the Enterprise software.

The Enterprise software is licensed “per use, per user or per device” servicing up to 250 concurrent users with each license. As such you must designate the greatest number of devices and users that may directly or indirectly access the server/data output at the same time. After initial designation, adding additional maximum users or devices will require notification to Simulyze although in no case can the maximum number of users or devices exceed 250 direct or indirect concurrent users with each license. To ensure that the license agreement is being followed, the customer needs to identify the method (or metering program) to be used in controlling/monitoring the number of concurrent users (directly or indirectly using the license). You are required to inform Simulyze if you exceed your licensed number of concurrent users and if usage beyond the maximum allowed cannot be precluded you must obtain additional licenses.

The standard Enterprise license provides for the server to output in standard Flight Control format. End users will need a Flight Control desktop or Enterprise Client license for each device that directly or indirectly accesses the Enterprise software and/or output on your licensed server.

Additional data or database output license options for the Enterprise software provide for output of other available formats or a database to a single/specific application for either local users or both local and external users. With the additional data output option you must designate the output format. With the additional data or database output options you must designate the user access methods and locations (externally or internally, directly or indirectly, single or multiple organization and geographic locations) and the single data processing application. As with adding additional users or devices, adding an additional available data output format(s), external or internal user(s), organizations or locations, or data processing application(s) will require an additional Enterprise license(s). This option does not change the total number of users and devices authorized under the purchase of the basic license.

Additional Web-based Query license options for the Enterprise software provide for querying the database via the Web for either local users or both local and external users. With the additional Web-based Query options you must designate the user access methods and locations (externally or internally, directly or indirectly, single or multiple organization and geographic locations) and the single data processing application. As with adding additional users or devices, adding external or internal user(s), organizations or locations, or data processing application(s) will require an additional Enterprise license(s). This option does not change the total number of users and devices authorized under the purchase of the basic license.

Any demonstration licenses used are subject to the terms of this license agreement. Additionally demonstration Enterprise licenses are for single site use only (direct or indirect) and must be
configured and maintained by Simulyze personnel. Demonstration licenses may not be used to generate revenue or provide services.

You must reproduce and include the copyright and other proprietary notices of Simulyze as well as identify that Simulyze and/or Flight Control processed/output the data on any copy of all or any portion of the Software and/or output of the Software. All such copies shall be subject to all the terms and conditions of the Agreement.

You may not: (1) copy, use, modify, transfer, or duplicate, or permit anyone else to copy, use, modify, transfer or duplicate, the Software, except as authorized elsewhere in this Agreement; (2) create or attempt to create, or permit others to create or attempt to create, by disassembling, reverse engineering, or otherwise, the Software source code or any part thereof from the object code or from other information (whether written, oral, tangible, or intangible), except and only to the extent such activity is expressly permitted by applicable law notwithstanding this limitation; (3) redistribute the Software to foreign governments, domestic or foreign corporations, the United States government, or any other person or entity, except as authorized elsewhere in this Agreement; (4) create derivative works, merge the Software with other computer programs, or generate new computer programs through the use of the Software; (5) separate the components of the Software for use on more than one computer; (6) build, connect, or install external interface for the purpose of serving out component functionality or the output from the component to third parties or multiple users – either directly or indirectly without obtaining proper licensing and/or written agreements; or (7) install on a server/computer that is accessible to third parties, either directly or indirectly, over a network for the purpose of remotely providing functionality or the output of a component to a third party for any purpose without obtaining proper licensing and/or written agreements.

2. TECHNICAL ASSISTANCE AND IMPROVEMENTS

This Agreement does not entitle you to any advisory services, technical support, installation, maintenance, or general assistance of any kind with respect to the Software. Any advisory service, technical support, or general assistance of any kind to you will be arranged through mutual agreement of both parties and may be purchased by you under separate agreement.

This Agreement does not extend or entitle you to any Simulyze updates, improvements, modifications, or enhancements to the Software.

3. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Simulyze Incorporated, 1428 Weatherly Road SE, Suite 111, Huntsville, Alabama 35803.

4. LIMITATION OF LIABILITY AND WARRANTIES

DISCLAIMER OF WARRANTIES. THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, AND LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT.
IN ADDITION, THERE IS NO WARRANTY OR CONDITION OF TITLE, OR QUIET ENJOYMENT, OR NON-INFRINGEMENT. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY, USE AND PERFORMANCE OF THE SOFTWARE. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOUR ENTIRE AND EXCLUSIVE REMEDY SHALL BE GOVERNED BY PARAGRAPH 5 HEREOF.

Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Simulyze does not warrant that the functions contained in the Software will be uninterrupted or error free. You are advised to test the Software thoroughly before relying on it.

5. LIMITATIONS OF REMEDIES

EXCLUSION OF ALL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIMULYZE OR ITS SUPPLIERS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU FOR ANY DIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE EVEN IF SIMULYZE OR ANY AUTHORIZED SIMULYZE DEALER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, NOR SHALL SIMULYZE BE LIABLE FOR ANY CLAIM BY ANY OTHER PARTY. THIS EXCLUSION OF DAMAGES SHALL BE INEFFECTIVE EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

RELEASE OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY RELEASE SIMULYZE AND ITS SUPPLIERS, DISTRIBUTORS AND DEALERS FROM ANY AND ALL LIABILITY ARISING FROM OR RELATED TO ALL CLAIMS CONCERNING THE SOFTWARE OR ITS USE.

Some states do not allow the limitation or exclusion of liability for incidental or consequential damages so the above limitation or exclusion may not apply to you.

Simulyze’s entire liability and your sole and exclusive remedy or any other cause whatsoever, and regardless of the form of action, including negligence, shall be limited to the return of fees paid for the license granted under this Agreement.

6. EXPORT RESTRICTIONS

This Software is controlled by export purposed under the Export Administration Regulations (“EAR”) controlled by the U.S. Department of Commerce. Certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Exports or re-exports of any U.S. technology to any destination under U.S. sanction or embargo are forbidden. You must notify Simulyze if the Software is exported outside the United States.

7. TERMINATION

The license granted under this Agreement is effective until terminated. You may terminate this license any time by destroying all copies of the Software and associated documentation in your possession, and providing written notice of such termination and destruction to Simulyze. The license granted under this Agreement will terminate immediately without notice if you violate any of the terms and condition of the Agreement or fail to pay the applicable fee. You agree upon
such termination to promptly destroy or return all copies of the Software, associated
documentation, output of the Software, derived product in your possession or provided by you,
and that no use of the output, modifications, adaptations, or derivative works thereof, will
continue and to certify in writing to Simulyze that such action has been taken.

If a license violation is determined to be unintentional, Simulyze may at it’s sole discretion
continue to honor the license without termination. In such circumstances, you agree to take
immediate corrective action to ensure you are no longer violating this Agreement and to destroy
or return all copies of the Software, associated documentation, output of the Software, derived
product in your possession or provided by you, that arose from the violation and that no use of the
output, modifications, adaptations, or derivative works thereof, will continue and to certify in
writing to Simulyze that such action has been taken.

Delay in enforcement of a violation to this agreement or to enforce any part of this agreement
does not remove your liability to comply with the terms of this agreement.

In addition to the above termination requirements, demonstration licenses require that all output
(direct and/or indirect), demonstrations, modeling, and simulations, which were derived, directly
or indirectly, while using the demonstration license be returned or destroyed and written
certification to Simulyze that such action has been taken must be provided.

8. LAW TO GOVERN

This Agreement shall be governed by the laws of the State of Virginia. In the event that any
provision or any portion thereof, of this Agreement is determined by competent judicial,
legislative or administrative authority to be prohibited by law, then such provision or part thereof
shall be ineffective only to the extent of such prohibition, without invalidating the remaining
provisions of this Agreement.

9. NO TRANSFER

None of your rights, duties or obligations under this Agreement maybe be sold, sublicensed,
assigned, rented, leased, loaned or otherwise transferred without the prior written consent of
Simulyze, and any attempt to so sell, assign, rent, lease, loan or transfer without Simulyze’s prior
written consent is void.

10. YOU ACKNOWLEDGE THAT:

You have read this entire Agreement and agree to be bound by its terms and conditions.

This Agreement is the complete and exclusive statement of the understanding and contract
between us and supersedes any and all prior oral or written communications relating to the subject
matter hereof; and

This Agreement may not be modified, amended or in any way altered except by a written
Agreement signed by both you and Simulyze.

11. NOTICES

Any notices regarding this Agreement shall be sent to:

    Simulyze Incorporated
    1428 Weatherly Road SE
    Suite 111
Huntsville, AL 35803

12. ACCEPTANCE
By opening, installing, and/or using, the accompanying software media, you agree to all of the terms of this Agreement. If you do not agree to these license terms and conditions, return the unopened Software and associated documentation within thirty (30) days of purchase for a refund of the purchase price.
AMENDMENT
TO END USER SOFTWARE LICENSE AGREEMENT
APPLICABLE TO U.S. GOVERNMENT USERS
UNDER GSA SCHEDULE CONTRACT No. GS-35F-0512Y

This Amendment constitutes an addendum to the above-referenced contract ("GSA Contract") between the U.S. General Services Administration ("GSA") and Simulyze Incorporated ("Licensor"; collectively, the "Parties").

GSA, as a U.S. Government entity, is required when entering into agreements with other Parties to follow applicable federal laws and regulations, including without limitation those related to competition, dispute resolution, and limitations on indemnification and other fiscal law constraints.

Accordingly, the Parties hereby agree to incorporate the following attached Software License Agreement ("Simulyze Agreement") into the GSA Contract and to amend it as set forth herein. Except where expressly amended by this Addendum, the terms and conditions of the Simulyze Agreement shall remain in force as written.

A. Government entity and contracting process: "You," "your," or grammatical variants thereof, regardless of capitalization, shall mean the agency or other entity authorized to place orders under the GSA Contract, as set forth in the then-current GSA order on the sources of supply. Such entities, referred to in the GSA Contract as "ordering activities" and in this Amendment as "Customers" (each, a "Customer"), do not sign the Simulyze Agreement but become bound by their terms, as amended hereby, through the issuance of a task or delivery order (an "Order") under the GSA Contract into which the Simulyze Agreement is incorporated. Although individual employees of a Customer may use the products or services provided under an Order solely for the purpose of performing their work duties, they are not in privity of contract with Licensor or its licensors, and the Customer remains responsible for their acts or omissions to the full extent of the law. The Parties agree that the execution by the GSA contracting officer of this Addendum as part of the GSA Contract, and the issuance by the ordering activity of an Order, satisfies and replaces any provision in the Simulyze Agreement pertaining to user acceptance by opening, installing or using any product, service, or site. The effective date of the Simulyze Agreement is (a) as to GSA, the date this Amendment is signed by the GSA contracting officer; or (b) as to each ordering activity, the date of the Order.

B. Termination: Licensor acknowledges that Customer uses Licensor Products and Services in furtherance of the public good. Accordingly, as pertains to any Order, the Simulyze Agreement may be terminated prior to the natural expiration of its awarded term only by Customer in accordance with applicable federal regulations and the terms of the GSA Contract. Any problem, dispute, or other circumstance described in the unmodified Simulyze Agreement as giving rise to suspension or termination shall instead be referred to the Customer's contracting officer for resolution.

C. Dispute resolution and governing law: The Simulyze Agreement and this Amendment shall be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws, and dispute resolution shall take place in a forum, and within the time period, prescribed by applicable federal law. To the extent permitted by federal law, the laws of the State of Virginia (excluding its choice of law rules) will apply in the absence of applicable federal
law. No equitable or injunctive relief, and no shifting of legal fees or costs, may be sought against Customer except as, and then only to the extent, specifically authorized by applicable federal statute.

D. **Assignment:** Licensor may not assign the Simulyze Agreement or its rights or obligations thereunder, in whole or in part, except in accordance with the procedures set forth in FAR subpart 42.12.

E. **Entire Agreement and order of precedence:** Any "entire agreement" clauses in the Simulyze Agreement are hereby amended to specify that the GSA Contract (including any contract modifications or GSA orders issued thereunder) and the Simulyze Agreement together constitute the entire agreement between the Parties on the subject matter hereof. In the event of a conflict between or among these constituent documents, the following order of precedence shall apply: (a) this Amendment; (b) the Order; (c) the GSA Contract; (d) the Simulyze Agreement.

F. **Notices:** Notices to GSA regarding any matter pertaining to the GSA Contract shall be sent to the contracting officer at the address specified in the GSA Contract or by email at the address specified below. Notices to Customer regarding any matter pertaining to an Order, or the use by Customer of Licensor Products or Services, shall be sent to the address specified in the Order. Notices to Licensor shall be sent to address specified in Simulyze Agreement.
Below are the pricelists for SINs 511210 Software Licenses, SINs 54151 Software Maintenance Services and SIN 54151S IT Professional Services.
Flight Control® GSA Price List

<table>
<thead>
<tr>
<th>Flight Control Professional</th>
<th>GSA License</th>
<th>GSA Annual Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 4</td>
<td>$5,809</td>
<td>$1,162</td>
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<tr>
<td>5 to 9</td>
<td>$5,575</td>
<td>$1,115</td>
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<td>10 to 19</td>
<td>$5,281</td>
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<td>20 to 29</td>
<td>$4,988</td>
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<tr>
<td>30 to 49</td>
<td>$4,694</td>
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<td>50 to 99</td>
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<td>$880</td>
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<td>100 to 199</td>
<td>$4,108</td>
<td>$822</td>
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<tr>
<td>200 to 499</td>
<td>$3,814</td>
<td>$763</td>
</tr>
</tbody>
</table>

Flight Control Professional Dongle or Network Option
Add-on to FC Professional (adjusted for discount) $1,806

Flight Control Enterprise
When interfacing with up to 250 Flight Control Clients

| 1               | $123,173 | $24,635 |
| 2 to 4          | $118,196 | $23,639 |
| 5 to 8          | $111,975 | $22,395 |
| 9 to 15         | $105,754 | $21,151 |
| 16 to 19        | $93,313  | $18,663 |
| 20 to 25        | $74,650  | $14,930 |
| 26 to 35        | $62,208  | $12,442 |

Flight Control Enterprise (Lite) Client
(only purchased in the following quantities - price is per client)

| 25              | $1,233   | $247   |
| 50              | $1,182   | $236   |
| 100             | $1,057   | $211   |
| 150             | $871     | $174   |
| 250             | $685     | $137   |

Flight Control Enterprise Export
When exporting a single data output or database to a single application (either residing on multiple desktops or on a single server) servicing up to 250 users, either directly or indirectly. Users may be organizationally and/or geographically distributed

| 1               | $309,691 | $61,938 |
| 2 to 4          | $297,178 | $59,436 |
| 5 to 8          | $281,537 | $56,307 |

Flight Control Enterprise (Internal) Export Option
Using Flight Control Enterprise Export within a single organization and geographic location
Decrease Enterprise Export 50%

Flight Control Enterprise Export Web-based Query Option
Add-on to Enterprise Exports 20%

NOTE: Flight Control is controlled by export under the Export Administration Regulations
## GSA IT Professional Services Labor Price List
### Hourly Labor Rates - Contractor Site

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>GSA Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MANAGE AND SUPPORT</strong></td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td>$214</td>
</tr>
<tr>
<td>Project Manager I</td>
<td>$141</td>
</tr>
<tr>
<td><strong>CONSULTANT</strong></td>
<td></td>
</tr>
<tr>
<td>Functional Expert</td>
<td>$248</td>
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<tr>
<td>Principal Consultant</td>
<td>$214</td>
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<tr>
<td>Senior Consultant</td>
<td>$185</td>
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<tr>
<td>Consultant III</td>
<td>$163</td>
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<tr>
<td>Consultant II</td>
<td>$120</td>
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<tr>
<td>Consultant I</td>
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<tr>
<td><strong>EXECUTE</strong></td>
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<tr>
<td>Principal SME</td>
<td>$248</td>
</tr>
<tr>
<td>Senior SME</td>
<td>$214</td>
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<tr>
<td><strong>TECHNICAL</strong></td>
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<tr>
<td>Senior Architect</td>
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<tr>
<td>Principal Systems Integration Engineer</td>
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<tr>
<td>Senior Systems Integration Engineer</td>
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<tr>
<td>Systems Integration Engineer</td>
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<td>Lead Engineer</td>
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<td>Senior Engineer</td>
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<tr>
<td>Engineer IV</td>
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<td>Engineer III</td>
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<tr>
<td>Engineer II</td>
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</table>

## GSA IT Professional Services Labor Price List
### Hourly Labor Rates - On Site

<table>
<thead>
<tr>
<th>LABOR CATEGORY</th>
<th>GSA Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CONSULTANT</strong></td>
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</tr>
<tr>
<td>Functional Expert</td>
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</tr>
<tr>
<td>Principal Consultant</td>
<td>$177</td>
</tr>
<tr>
<td>Consultant III</td>
<td>$135</td>
</tr>
</tbody>
</table>
Below are the labor category descriptions for SIN 54151S IT Professional Services.
MANAGE and SUPPORT

**Position: Program Manager**
At least twelve (12) years of experience in related fields. Must be able to exercise independent judgment and solve technical, administrative, and managerial problems. Has ultimate responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Responsible for the effective management of funds and personnel, and is accountable for the quality and timely delivery of all contractual items. Education requirement is Bachelor’s degree or equivalent.

**Position: Project Manager I**
At least five (5) years of applicable experience in managing programs. Must be able to exercise independent judgment and solve technical, administrative, and managerial problems. Provides advice to assist with project problem resolution. Has responsibility for planning and coordinating staff, and managing costs, quality, and schedule. Education requirement is Bachelor’s degree or equivalent.
CONSULTANT

Position: Functional Expert
At least twelve (12) years of applicable experience, and six (6) years specific experience in analyzing user/program needs in determining functional requirements. Possesses requisite knowledge and expertise in the professional community. Provides unique functional expertise to the task and advice to team members. Previous experience developing potential solutions to customer requirements. Education requirement is Bachelor’s degree or equivalent.

Position: Principal Consultant
Possess a high level of specialized expertise in a specific technology or subject matter with at least ten (10) years of experience in related field. Develops, applies, and implements innovative solutions to customer’s problems. This may include solutions to complex concepts, analysis, planning, design, review of technical requirements, or implementation. May manage a team of consultants. Education requirement is a bachelors degree.

Position: Senior Consultant
Possess significant specialized expertise in a specific technology or subject matter with at least eight (8) years of experience in related field. Develops, applies, and implements innovative solutions to customer’s problems. This may include solutions to complex concepts, analysis, planning, design, review of technical requirements, or implementation. May manage a team of consultants. Education requirement is a bachelor’s degree.

Position: Consultant III (aka Consultant)
Possess specialized expertise in a specific technology or subject matter with at least six (6) years of experience in related field. Develops, applies, and implements innovative solutions to customer’s problems. This may include solutions to complex concepts, analysis, planning, design, analysis, review of technical requirements, or implementation. Education requirement is a bachelor’s degree.

Position: Consultant II
Possess specialized expertise in a specific technology or subject matter with at least four (4) years of experience in related field. Develops, applies, and implements innovative solutions to customer’s problems. This may include solutions to complex concepts, analysis, planning, design, analysis, review of technical requirements, or implementation. Education requirement is a bachelor’s degree.

Position: Consultant I (aka Junior Consultant)
Possess specialized expertise in a specific technology or subject matter with at least two (2) years of experience in related field. Develops, applies, and implements innovative solutions to customer’s problems. This may include solutions to complex concepts, analysis, planning, design, review of technical requirements, or implementation. Education requirement is a bachelor’s degree.
EXECUTE

Position: Principal Subject Matter Expert
Must have at least fourteen (14) years of related experience in applicable field. Expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. May act as project manager in particularly large or complex situations. Supervises broad team of systems engineers. Education requirement is Bachelor’s degree or equivalent.

Position: Senior Subject Matter Expert
Must have at least ten (10) years of related experience in applicable field. Expert in single or multiple technical disciplines. Provides Expert guidance and insight into specific technologies and their application and independently performs a variety of system design and integration tasks where a specific subject matter expertise is necessary. Plans and performs research, design assessment, development, integration and other assignments in a specific technical area. Capable of directing activities, evaluating requirements, and develop solutions to highly complex problems. Education requirement is Bachelor’s degree or equivalent.
Position: Senior Architect
At least eighteen (18) years of applicable data integration experience. Has broad high-level knowledge of communications and data network integration architectures. This individual spans both the communications and data network arenas and possesses the capability to direct, design, or develop network architecture plans, implementation or cutover plans, integration, implementation technical white papers, or perform requirements analysis for interoperability issues associated with the different communications environments. Capable of supervising multiple teams of specialty Engineers in highly complex data or communications internetworking projects, interoperability requirements Provides leadership or direction on innovative research associated with computer network or communications network interoperability or integration advanced understanding and specialized expertise in computer technology such as real-time, databases, user interfaces, information processing, and exploitation. Education requirement is Master’s degree in Computer Science, Electrical or Electronics Engineering, Information Systems, or equivalent.

Position: Principal Systems Integration Engineer
At least sixteen (16) years of applicable experience in providing technical analysis engineering and direction of information system design, development, integration and testing. Leads and manages multiple tasks in multiple disciplines and related areas. Responsible for highly complex technical/engineering projects. As a team lead or independently may perform concept exploration and assessment, requirements definition, system design, systems engineering, systems integration, systems of systems integration, software development and integration, software engineering, performance management, technology assessment, testing and validation. Analyzes and develops technical documentation detailing the integration and system performance. Education requirement is bachelor’s degree or equivalent.

Position: Senior Systems Integration Engineer
At least twelve (12) years of applicable experience in providing technical analysis engineering and direction of information system design, development, integration and testing. May lead and/or manage multiple tasks in multiple disciplines and related areas. Responsible for highly complex technical/engineering projects. As a team lead or independently may perform concept exploration and assessment, requirements definition, system design, systems engineering, systems integration, systems of systems integration, software development and integration, software engineering, performance management, technology assessment, testing and validation. Analyzes and develops technical documentation detailing the integration and system performance. Education requirement is bachelor’s degree or equivalent.

Position: Systems Integration Engineer
At least ten (10) years of applicable experience in providing technical analysis, engineering and direction of information system development, integration and testing. Duties include but are not limited to defining requirements, technical guidance and direction, systems engineering, software development and engineering systems integration, system testing, and appraising and presenting solutions. Education requirement is Bachelor’s degree or equivalent.

Position: Lead Engineer
At least eight (8) years of applicable experience. Leads a several member team in design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline and/or independently performs complex analysis tasks in area of discipline. Education requirement is Bachelor’s degree or equivalent.

Position: Senior Engineer
At least eight (6) years of applicable experience. Lead in design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline and/or independently performs complex analysis tasks in area of discipline. Education requirement is Bachelor’s degree or equivalent.

**Position: Engineer IV**
At least four (4) years of applicable experience. Under supervision, performs design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline. Education requirement is Bachelor’s degree or equivalent.

**Position: Engineer III**
At least two (2) years of applicable experience. Under supervision, performs design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline. Education requirement is Bachelor’s degree or equivalent.

**Position: Engineer II (aka Junior Engineer)**
Under supervision, performs design, analysis, development, installation, integration, operation, maintenance, testing and evaluation in area of discipline. Education requirement is Bachelor’s degree or equivalent.
## SUBSTITUTIONS

<table>
<thead>
<tr>
<th>Degree</th>
<th>Degree + Exp Substitution</th>
<th>Related Experience Substitution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associate</td>
<td>2 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Bachelor</td>
<td>Associate + 2 years</td>
<td>4 years</td>
</tr>
<tr>
<td>Master</td>
<td>Bachelor + 2 years</td>
<td>6 years</td>
</tr>
<tr>
<td>Doctorate</td>
<td>Master + 2 years</td>
<td>8 years</td>
</tr>
</tbody>
</table>