Designing Success, Inc. is offering the following products and services:

Special Item No. 511210 Software Licenses
Special Item No. 54151 Software Maintenance Services
Special Item No. 54151ECOM Electronic Commerce and Subscription Services

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
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
  - Core Financial Management Software
  - Ancillary Financial Systems Software
  - Special Physical, Visual, Speech, and Hearing Aid Software

- Microcomputers
  - Operating System Software
  - Application Software
  - Electronic Commerce (EC) Software
  - Utility Software
  - Communications Software
  - Core Financial Management Software
  - Ancillary Financial Systems Software
  - Special Physical, Visual, Speech, and Hearing Aid 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 54151ECOM - ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES

<table>
<thead>
<tr>
<th>FPDS Code D304</th>
<th>Value Added Network Services (VANs)</th>
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<tbody>
<tr>
<td>FPDS Code D304</td>
<td>E-Mail Services</td>
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<tr>
<td>FPDS Code D304</td>
<td>Internet Access Services</td>
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<tr>
<td>FPDS Code D304</td>
<td>Navigation Services</td>
</tr>
<tr>
<td>FPDS Code D399</td>
<td>Other Data Transmission Services, Not Elsewhere Classified - Except “Voice” and Pager Services</td>
</tr>
</tbody>
</table>

Designing Success, Inc.
433 Plaza Real, Suite 275
Boca Raton, FL 33432-3999 (Palm Beach County)
Phone: 954-457-3330   Fax: 954-456-6700
www.designingsuccess.us

Contract Number: GS-35F-0530X
Period Covered by Contract: July 28, 2011 – July 27, 2026

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # PO-0009, dated July 28, 2021.

Services 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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 517312 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

NOT APPLICABLE

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

Designing Success, Inc.
433 Plaza Real, Suite 275
Boca Raton, FL 33432-3999 (Palm Beach County)

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

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

Phone: 954-457-3330
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: **14-810-3182**
   Block 30: Type of Contractor: **Small Business**
   Block 31: Woman-Owned Small Business - **YES**
   Block 37: Contractor's Taxpayer Identification Number (TIN): **65-0632581**
   Block 40: Veteran Owned Small Business (VOSB): **NOT APPLICABLE**

4a. CAGE Code: **57DN0**
b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB DESTINATION**

6. **DELIVERY SCHEDULE**

   a. **TIME OF DELIVERY**: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>2 Days</td>
</tr>
<tr>
<td>54151</td>
<td><strong>Days</strong></td>
</tr>
<tr>
<td>54151ECOM</td>
<td><strong>Days</strong></td>
</tr>
</tbody>
</table>

   **To be negotiated between the Contractor and the Ordering Agency**

   b. **URGENT REQUIREMENTS**: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering 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 and in accordance with all other terms and conditions of the contract.

7. **DISCOUNTS**: Prices shown are NET Prices; Basic Discounts have been deducted.
   a. Prompt Payment: **0% - Net 30** days from receipt of invoice or date of acceptance, whichever is later.
   b. Quantity: **NONE**
   c. Dollar Volume: **NONE**
   d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers
   e. Other: **NONE**

8. **TRADE AGREEMENTS ACT OF 1979, as amended**:

    All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.
9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:** Does not apply

10. **Small Requirements:** The minimum dollar value of orders to be issued is **$100.00**.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

   The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:
   - Special Item Number 511210 - Software Licenses
   - Special Item Number 54151 – Software Maintenance Services
   - Special Item Number 54151ECOM - Electronic Commerce and Subscription Services

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

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

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

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:** 

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

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

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

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

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

   b. **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

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

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

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

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

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

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

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

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

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

- Manufacturer,
- Manufacturer's Part Number; and
- Product categories.

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

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

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

installation, deinstallation, and reinstallation services

will be enforced of the Federal labor standards

The ordering activity issuing the task order against this contract will be responsible for proper administration and repair is segregable and exceeds $2,000

that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or services. For example, the require

the Davis Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment

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 have received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.

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.

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.

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:

NONE

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 have received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply.
23. **SECTION 508 COMPLIANCE.**

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: Products meet Section 508 requirements through the use of Microsoft Operating Systems accessibility devices.

The EIT standard can be found at: [www.Section508.gov/](http://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](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.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 954-457-3330 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7:00 am to 6:00 pm EST.

**With the software program there is also direct technical support available where users can send an email to Designing Success, Inc. for help, and the response time is guaranteed to be 15 minutes or less**

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 Services (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.

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 SOFTWARE LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

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

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

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

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE (NOT APPLICABLE- OFFERING PERPETUAL SOFTWARE LICENSE ONLY AT THIS TIME).

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

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

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

8. TERM LICENSE CESSATION (NOT APPLICABLE- OFFERING PERPETUAL SOFTWARE LICENSE ONLY AT THIS TIME)

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. 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:

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

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

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

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of
benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

10. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

**Designing Success, Inc. is not offering right-to-copy licenses at this time, and therefore does not have right-to-copy pricing available**
LICENSE & MAINTENANCE AGREEMENT WITH HOSTED SERVICES

This License and Maintenance Agreement is between Designing Success, Inc., a Florida corporation with offices at 433 Plaza Real, Suite 275, Boca Raton, FL 33432 (“Designing Success”), whose GSA Contract Number is GS-35F-0530X, and the (“Customer”).

TERMS AND CONDITIONS

1. DEFINITIONS.

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

1.2. “Agreement” shall mean collectively (i) this agreement, (ii) all of the schedules and exhibits referenced in this agreement, and (iii) all amendments that the parties may mutually agree in writing to attach to this agreement from time-to-time.

1.3. “Business Day” means Monday through Friday, from 9 AM to 5 PM, as determined by local time in Fort Lauderdale, Florida, excluding recognized federal legal holidays.

1.4. “Code” means computer-programming code. Unless otherwise specified, Code includes both object code and source code, as well as any Modifications or Enhancements (as defined below) thereto created, received or acquired by Customer from Designing Success from time to time.

1.5. “Confidential Information” means nonpublic information that a party to this Agreement (the “Disclosing Party”) designates as being confidential to the party that receives such information (the “Receiving Party”) or which, under the circumstances surrounding disclosure should be treated as confidential by the Receiving Party. Confidential Information includes, but shall not be limited to, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software products, business policies or practices, data collected at a Point of Sale, and information received from others that the Disclosing Party is obligated to treat as confidential. The term “Disclosing Party” shall include all Affiliates of the Disclosing Party, and the term “Receiving Party” shall include all Affiliates of the Receiving Party. Confidential Information shall not include any information that (i) is or subsequently becomes publicly available without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) became known to the Receiving Party prior to the Disclosing Party’s disclosure of such information to the Receiving Party pursuant to the terms of this Agreement; (iii) became known to the Receiving Party from a source other than the Disclosing Party and other than by the breach of an obligation of confidentiality owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party.

1.6. “Designated Person” means that definition provided in Schedule 4.3.

1.7. “Derivative Work” means a work that includes or is based upon one or more preexisting works (including computer software), such as a revision, modification, translation, abridgment, condensation, expansion, or any other form in which such preexisting works may be utilized, incorporated in, recast, transformed, or adapted, and that, if prepared without authorization of the owner of the intellectual property rights in such preexisting work, would constitute an infringement of such rights. For purposes hereof, a Derivative Work shall also include any software or Code that incorporates a preexisting work or portion thereof in which Designing Success owns the intellectual property rights.

1.8. “Documentation” shall mean all electronic end-user help files, other electronic documentation and/or hard copy manuals that Designing Success creates in connection with the usage, maintenance and/or correction of the Software.

1.9. “Enhancements” means any changes or additions to the Software (but not Modifications), including all new methods, concepts, or releases that improve existing functions, add new functions, or improve performance. Enhancements also means changes or additions to the Documentation that are made as a result of Enhancements to the Code of the Software.
1.10. “Error” means any problem, omission, defect in design, coding, or documentation which adversely impacts the Software, and which can be reasonably verified through repetition, or is otherwise evident or apparent.

1.11. “Fees” shall mean collectively the Setup Fees, Location License Fees, Hosting Fees, Maintenance Fees, as well as all additional, related costs and surcharges required to be paid to Designing Success pursuant to the GSA Multiple Award Schedule contract and individual ordering document.

1.12. “Installation Work Order” means that document by which Customer requests Designing Success to install the Software at particular location and, subsequently, acknowledges that such work has been completed.

1.13. “Modifications” means any changes or additions to the Software that correct Errors, support new releases of the operating system(s) with which or on which any future versions of the Software are designed to operate, support new input/output devices, or provide other incidental updates and corrections. Modifications also means any modifications or revisions to the Documentation that are requested, needed or made as a result of modifications or revisions to the Software.

1.14. “Requested Support” means that definition provided in Schedule 4.3.

1.15. “Routine Support” means that definition provided in Schedule 4.3.

1.16. “Software” means that certain total software package advertised and sold under the brand name “Tracking at-a-Glance™” (which may include software licensed from parties other than Designing Success) as well as all Code, Documentation, Derivative Works, Enhancements, Modifications, updates or additions of, in or to the Software package.

1.17. “Subscription Services” shall mean collectively all services provided to a User through Tracking At-A-Glance™.

1.18. “Term” shall mean that definition provided in Section 5 of this Agreement.

1.19. “Third Party Hardware” means all hardware, including but not limited to microprocessors, hard and floppy drives, CD ROM drives, DVD ROM Drives, memory chips, printed circuit boards, modems, monitors and cables, which are not supplied to Customer by Designing Success.

1.20. “Third Party Software” means all computer software, including but not limited to operating systems (e.g., Windows, Unix), Internet browsers, applications, batch files, system files, data files and executable files, which are not supplied to Customer by Designing Success.

1.21. “Use” (or “Uses”) (with the initial letter “u” capitalized) means to execute the functions of the Software, perform entries or modifications as directed by the Documentation or Designing Success staff, and display, manipulate and/or print data entered into, or received by, the Software.

1.22. “User” means (i) an employee of Customer or (ii) a third party who is a designated representative of Customer and has been given a password by Customer to use the Subscription Services.

2. LICENSE GRANT.

2.1. License. Provided that the Customer has paid the Fees, during the Term of this Agreement Designing Success hereby grants to Customer a limited, non-transferable, and non-exclusive license for an unlimited number of Users at the number of departments/locations set forth in this Agreement to access and use the Subscription Services for Customer’s internal business uses only, which uses shall be limited solely to those functions and features specifically made available to Customer through the Software, and for which Customer has agreed to pay.

2.2. Restrictions on Use of Software. This limited license granted to Customer is the sole license provided by Designing Success to Customer, and unless prior written approval is obtained from Designing Success, Customer shall strictly adhere to the permissible Uses of the Software as well as conditions listed below. Any breach of
these restrictions shall be considered to be a material breach of this Agreement and, notwithstanding any provision to the contrary, shall permit Designing Success in its sole and exclusive option to terminate this Agreement.

2.2.1. Customer shall not reproduce, prepare Derivative Works based upon, distribute copies of, perform, display, make or sell the Software except as otherwise specified in this Agreement.

2.2.2. Customer shall Use the Software for its internal purposes only, and shall not Use the Software for third-party training, commercial time-sharing, outsourcing or rental use.

2.2.3. Customer shall not assign, sublicense, lease or rent the Software, and shall permit use of the Software only at the locations indicated on Schedule 3.0.

2.2.4. Customer shall neither decrypt, view, copy, modify or disseminate the source code of the Software nor encourage any third party to do so or attempt to do so. Further, Customer shall neither directly alter the table structure of the Software nor alter the system administrator data in any table.

3. INSTALLATION; ADDITIONAL SERVICES; MAINTENANCE.

3.1. Software Installation. Designing Success shall be responsible for installing the Software on Designing Success’ server.

3.2. Additional Services. If Customer elects to have Designing Success perform any services that are not specifically described in this Agreement (collectively, “Additional Services”), the parties shall complete and sign an Installation Work Order, the form and substance of which shall not materially deviate from the sample attached as Exhibit A to this Agreement. Designing Success shall not be obligated to perform any services requested by Customer that fall outside the scope of this Agreement unless Designing Success agrees to do so through a written and executed Installation Work Order. The fees for Additional Services shall be set forth on each Installation Work Order, and shall be paid no later than thirty (30) days after invoice for payment by Designing Success to Customer.

3.3. Maintenance; Support. Designing Success shall provide maintenance and support for the Software as provided in the attached Schedule 4.3. The fees for maintenance and support shall be as set forth on Schedule 3.0 (the “Maintenance Fees”). Customer shall be required to subscribe to Designing Success’ maintenance services during the entire term of this Agreement. Upon termination of such maintenance services, this Agreement shall immediately terminate.

3.3.1. In no event shall Designing Success be obligated to provide maintenance and support for any Third Party Hardware or Third Party Software. From time to time, Designing Success may offer helpful suggestions to Customer related to Third Party Hardware or Third Party Software, however, such information is not intended to be, nor shall it be interpreted by Customer as, technical advice.

3.3.2. Customer is aware and acknowledges that Third Party Hardware or Third Party Software installed at Customer’s location after the initial installation of the Software may adversely affect the integrity, efficiency or operation of the Software. Customer understands and agrees that installation of such third party materials after the initial installation of the Software is done solely at Customer’s risk.

4. TERM; TERMINATION.

4.1. Term. Unless otherwise agreed to by the parties in writing, the initial term of this Agreement shall commence as of the later date of the signatures below (the “Effective Date”) and shall continue for a period of one year (the “Initial Term”).

4.2. Termination by Customer. Termination of this Agreement shall be made in accordance with the GSA Multiple Award Schedule contract and Federal Acquisition Regulation (FAR).
4.3. **License Upon Termination.** Upon termination of this Agreement, all licenses granted to Customer pursuant to this Agreement shall immediately and permanently expire, all passwords provided to Customer and Users shall be disabled, and all indisputable Fees due to Designing Success by Customer shall become immediately due and payable.

4.4. **Destruction / Return of Software.** Within twenty (20) days after termination of this Agreement, Customer shall cease using the Software and delete all copies of the Software in Customer’s possession, and certify in writing to Designing Success within twenty (20) days after termination that Customer has complied with the provisions of this Section. Customer shall be permitted to retain any data it created during the term of this Agreement.

5. **OWNERSHIP.**

5.1. Other than the limited license granted to Customer by this Agreement, all right, title and interest in and to the Software and Subscription Services, including all patents, trademarks, copyrights, trade secrets and all other intellectual property and proprietary rights therein (collectively, “Designing Success’ IP Rights”), are owned by and shall remain owned by Designing Success. Customer shall not take or encourage any action that negatively affects Designing Success’ IP Rights.

5.2. If Customer, in the course of using the Software, acquires any goodwill or reputation in or to the Software or any of Designing Success’ IP Rights, all such goodwill or reputation shall automatically be transferred to and shall vest in Designing Success when and as, on an on-going basis, such acquisition of goodwill or reputation occurs, as well as at the expiration or termination of this Agreement, without any separate payment or other consideration of any kind to Customer, and Customer agrees to take all such actions necessary to effect such vesting.

6. **LIMITED WARRANTIES; DISCLAIMERS.**

6.1. **Performance.** Designing Success shall endeavor to use industry standard, commercially reasonable efforts to complete and maintain the Subscription Services in good, working order, and ensure that the Subscription Services use the most current version of the Software. Designing Success shall perform backups of Customer’s data twice daily.

6.2. **Limitations.** The parties hereby acknowledge and agree that while Designing Success endeavors to provide high quality services to Customer, the Software and Subscription Services may not be free of errors and, further, certain portions or functions of the Software or Subscription Services may be subject to interruption, scheduled or unscheduled. In the event that interruptions occur, Designing Success will endeavor to remedy the cause of such interruptions in a prompt manner. To the extent that the Software uses any third party software, services or equipment, any express warranties provided in this Agreement are limited to those offered by the applicable third party, and are available to Customer only to the extent that such warranties can be passed through to Customer.

6.3. **User Data.** Certain portions of the Software and Subscription Services permit and/or require Users to save their work product and related information on Designing Success’ servers. Designing Success shall at all times provide industry standard security to safeguard any data uploaded by Users to Designing Success’ servers (“Customer’s Data”). Notwithstanding this fact, the parties acknowledge and agree that no Internet security system is 100% foolproof and, accordingly, Customer shall hold Designing Success harmless in the event of unintentional or accidental disclosure or erasure of Customer’s Data.

7. LIMITATION OF DAMAGES.

7.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR ROYALTIES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR NEGLIGENCE, AND IRRESPECTIVE OF WHETHER THE PARTY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY.

7.2. IN NO EVENT SHALL THE TOTAL LIABILITY OF DESIGNING SUCCESS EXCEED THE FEES PAID TO DESIGNING SUCCESS BY CUSTOMER DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE ALLEGED LOSS OR CLAIM.

7.3. THIS CLAUSE SHALL NOT IMPAIR THE U.S.GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT (31 USC 3729 to 3733). FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT’S RIGHT TO EXPRESS REMEDIES PROVIDED HEREIN (I.E., 552.238-75 – PRICE REDUCTIONS, 52.212-4 (h) – PATENT INDEMNIFICATION, LIABILITY FOR INJURY OR DAMAGE (SECTION 3 OF THE PRICE LIST), AND GSAR 552.215-72 PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION.

8. INDEMNIFICATION.

8.1. Each party (an “Indemnifying Party”) shall indemnify and hold the other party (an “Indemnified Party”) harmless from and against any loss, liability, damage, or expense (including reasonable attorneys' fees) which the Indemnified Party may incur in connection with any claim, action or proceeding with a third party arising out of any breach of this Agreement by the Indemnifying Party, provided that the Indemnified Party provides the Indemnifying Party with prompt written notice of any such claim.

8.2. Notwithstanding any provision to the contrary, Designing Success shall have no liability where such claim is based, in whole or in part, upon (i) Customer’s use of the Software outside the scope of this Agreement, (ii) the intentional, willful or negligent acts of Customer; or (iii) the combination, operation, or use by Customer of the Software with other software, hardware, or other materials, whether or not approved or supplied by Designing Success, if such claim would have been avoided by the use of the Software without such software, hardware or other materials (except for any operating system which is necessary to access and use the Software).

9. CONFIDENTIALITY.

9.1. During the term of this Agreement, each party may receive or have access to Confidential Information of the other party. A party receiving Confidential Information (a “Receiving Party”) from a disclosing party (a “Disclosing Party”) shall:

9.1.1. Hold such Confidential Information in confidence during the term of this Agreement and never reveal such Confidential Information to any third party at any time before or after termination of this Agreement, without the prior written approval of the Disclosing Party;

9.1.2. Take reasonable security precautions at least as great as the precautions it takes to protect its own Confidential Information, but no less than reasonable care, to keep confidential the Confidential information of the Disclosing Party; and

9.1.3. Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of the Receiving Party’s business relationship with the Disclosing Party, and only as otherwise provided hereunder.
9.2. Notwithstanding any provision to the contrary, a Receiving Party may disclose such information in accordance with a judicial or other governmental order, provided that the Receiving Party either (i) gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

9.3. A Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Party or its employees or Affiliates, and shall cooperate with the Disclosing Party to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

10. GENERAL.

10.1. Modifications. This Agreement, along with all of its attachments, shall not be subject to change, modification or discharge in whole or in part except by written instrument signed by both parties.

10.2. Captions. All indices, titles, subject headings, section titles, and similar items contained in this Agreement are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning, content or scope of this Agreement.

10.3. Independent Contractors. The parties acknowledge and agree that they are independent contractors, and nothing herein shall be construed to create an employer-employee, partnership, joint venture or agency relationship between the parties. Neither Party shall have the authority, right or power to create any obligation or responsibility on behalf of the other Party.

10.4. Governing Law: Jurisdiction; Venue. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the Florida state courts in and for Broward County, Florida and the Federal Courts in and for the Southern District of Florida. The parties waive all rights to trial by jury in any action or proceeding instituted in connection with this Agreement.

10.5. Notices. Any notice or other communication under this Agreement shall be in writing and shall be considered effective when delivered personally or upon confirmed receipt if sent by electronic mail or facsimile; or two (2) days after posting if sent by overnight registered private carrier (e.g., DHL, FedEx); or three (3) days after being mailed by U.S. registered mail, return receipt requested, to the parties at their respective addresses set forth below (or at such other address as a Party may specify by written notice to the other).

Designing Success, Inc.
Attn: Cheryl Wachtel, President
433 Plaza Real, Suite 275
Boca Raton, Florida 33432
(t) 954-457-3330
(f) 954-456-6700

CUSTOMER: ___________________

Attn: Chad Gottlieb, General Counsel
Designing Success, Inc.
433 Plaza Real, Suite 275
Boca Raton, Florida 33432
(t) 954-457-3330
(f) 954-456-6700

With a required copy to:

With a required copy to:

10.6. Waiver. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver by that Party or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver of any term, provision, obligation or right by any Party under this Agreement must be in writing.
10.7. **Assignment.** No party shall assign rights or interests nor delegate duties under this Agreement without the prior written consent of the other party. Any purported assignment or delegation violating this provision shall be void. Notwithstanding, the Agreement may be assigned or transferred by a party in the event of a merger, consolidation, or acquisition of such party in accordance with FAR 42.1204, provided the obligations and performance hereunder are not disrupted.

10.8. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement is held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement, disregarding such illegal, invalid, or unenforceable portion, shall continue in full force and effect as though such void provision had not existed unless the disregarding of such provision frustrates the purpose of this Agreement, in which case this Agreement shall be deemed terminated.

10.9. **Force Majeure.** Except for Customer’s obligation to pay fees to Designing Success as detailed in this Agreement, neither party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the parties’ reasonable control, including without limitation, earthquake, fire, windstorms, labor disputes, or delay of essential materials or services. The delayed party shall promptly notify the other party of the reasons for and the likely duration of the delay, whereupon an extension of time equal to the period of delay shall be granted to the delayed party.

10.10. **Survival.** Sections 6, 7, 8, 9, 10 and 11 of this Agreement shall survive termination of this Agreement.

10.11. **Non-Solicitation.** Customer acknowledges and agrees that during the term of this Agreement and for a period of one (1) year after the termination of this Agreement, Customer shall not hire or employ, directly or indirectly, any current employee or contractor of Designing Success, or encourage or solicit any third party to hire, directly or indirectly, any current employee or contractor of Designing Success.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed as of the dates set forth below.

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<td>DESIGNING SUCCESS, INC.</td>
<td>CUSTOMER: ________________</td>
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<td>By:</td>
<td>By: ________________</td>
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<td><strong>Printed Name:</strong> Cheryl Wachtel, CPC, CTS</td>
<td><strong>Printed Name:</strong> ________________</td>
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<tr>
<td><strong>Title:</strong> President</td>
<td><strong>Title:</strong> ________________</td>
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Designing Success, Inc.
954-457-3330

GS-35F-0530X

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SCHEDULE 4.3

MAINTENANCE AND SUPPORT

Designing Success is dedicated to providing quality maintenance and support services for its customers.

ACCESS

In order to provide maintenance and support to the Customer, the Customer must provide Designing Success with the following methods of access to Customer’s server (if hosting option is NOT selected):

1. A username and password that will enable Designing Success to log on to Customer’s server to perform diagnostic tests;

2. A username and password in order to establish a ftp connection to Customer’s server so that Designing Success can upload program files containing fixes or upgrades.

3. A username and password in order to establish a remote desktop connection through the use of MS Terminal Services, so that Designing Success can directly access Customer’s server when Designing Success need’s to edit the database, deal with system problems, recompile program files, or download and install drivers and patches.

4. A password that will enable Designing Success to open the ColdFusion Administrator so that Designing Success can adjust the proper server settings.

Upon reporting a problem to Designing Success, Designing Success’ technicians will notify Customer as to which method of access would be appropriate to resolve the issue. Customer, with the aid of Designing Success, shall provide the appropriate access to Designing Success, and Designing Success shall promptly implement any relevant change, update, and/or modification to the Software.

SUPPORT SERVICES

Ongoing Support Services. Designing Success shall provide ongoing support in accordance with the terms and conditions described herein. Designing Success shall provide two types of support: Routine Support (as defined below), and Requested Support (as defined below). No other support services shall be provided by Designing Success unless agreed to in writing by both parties. IN ANY EVENT, THE DETERMINATION OF WHETHER A PARTICULAR SERVICE, QUESTION OR ISSUE FALLS UNDER ROUTINE SUPPORT OR REQUESTED SUPPORT SHALL BE MADE SOLELY AND EXCLUSIVELY BY DESIGNING SUCCESS.

(i) Routine Support. Routine Support shall mean those services performed in the sole and exclusive discretion of Designing Success, whether scheduled or unscheduled, and whether by Designing Success or its affiliate, which are meant to maintain the Software. Routine Support may include, but shall not be limited to, providing Software Enhancements, Modifications and/or patches to Customer as Designing Success, in its sole and exclusive decisions, may deem necessary from time-to-time.

a. Customer agrees that, if required to do so by Designing Success, Customer shall promptly install any Enhancement, Modification or patch provided to Customer by Designing Success, and shall use only those versions of Software provided to Customer that incorporates the most recent Enhancements, Modifications or patches. Customer shall promptly maintain and upgrade any Third Party Software required for the proper operation of the Software.

b. Customer agrees to notify Designing Success within five (5) Business Days after installation if any such Enhancement, Modification or patch causes or results in materially diminished service, or errors in or to, the Software.

(ii) Requested Support. Requested Support shall mean those services performed by Designing Success or its affiliate at the reasonable request of Customer, which are meant to address issues related to Customer’s use of the Software. As indicated below, there shall be two (2) levels of Requested Support (Level One Support, and Level Two Support), each defined and performed in terms of the level of severity of the issue or problem as determined by Designing Success.
Success. Designing Success shall be responsible solely and exclusively for determining whether a particular support issue falls under Level One Support or Level Two Support.

a. **Designated Persons.** Customer shall provide Designing Success with the names, titles, addresses, telephone numbers and email addresses of up to five (5) people who will serve as contacts for Customer for purposes of trouble notification and other critical communications (each a “Designated Person”). Only Designated Persons may initiate Requested Support, and Designing Success is hereby authorized to communicate only with Customer’s Designated Persons for the purposes of providing Requested Support. Customer’s Designated Persons are:

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<th>Designated Person’s Name</th>
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b. **Level One Support.** Level One Support is meant to address questions that Customer may have, or problems that Customer may be experiencing, with regard to the Software. Examples of Level One Support issues are:

- Problems running the Software or experiencing errors for which Customer has found a workaround;
- Installation of an Enhancement or Modification provided by Designing Success to Customer.

(1). Level One Support shall be provided to Customer via telephone, from 9 A.M. to 5 P.M. during Business Days.

(2). The current telephone number for Level One Support is 954-457-3330.

(3). Upon receipt of a Level One Support call, Designing Success shall work to answer promptly and/or resolve Customer’s questions in a single telephone call. In the event that Designing Success is unable to answer and/or resolve Customer’s question within a single telephone call, Designing Success will notify Customer when a resolution has been achieved. In any event, Designing Success shall seek to provide a resolution to a Level One question or issue within five (5) Business Days from the date of the initial telephone call to Designing Success related to such question or issue.

c. **Level Two Support.** Level Two Support is meant solely to address situations where there has been, or will likely be, imminent danger to, or destruction of, Customer’s data, or situations where Customer has been substantially unable to access its data or the Software.

(1). Level Two Support shall be provided to Customer from 9 A.M. to 5 P.M. during Business Days, or any at any other hours Designing Success deems necessary to resolve Customer’s issue.

(2). The current telephone number for Level Two Support is 954-457-3330.

(3). Within two (2) hours of Designing Success’ determination that a particular problem is a Level Two Support issue, Designing Success shall begin to diagnose and resolve the problem. In any event, Designing Success shall resolve the problem within one Business Day after the problem has been deemed a Level Two Support issue by Designing Success.
i. Customer agrees to implement promptly all fixes offered by Designing Success to Customer in an effort to resolve the Level Two Support issue.

ii. Customer understands and agrees that its failure to act promptly in accordance with Designing Success' directions may result in increased resolution time, which shall not be chargeable against Designing Success.
1. **SCOPE**

   The prices, terms and conditions stated under Special Item Number 54151ECOM Electronic Commerce (EC) and Subscription Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. **ELECTRONIC COMMERCE CAPACITY AND COVERAGE**

   The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. **INFORMATION ASSURANCE**

   a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA).

   b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 54151ECOM is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

   c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. **DELIVERY SCHEDULE.**

   The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. Delivery Schedule.

5. **INTEROPERABILITY.**

   When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. **ORDER**

   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering electronic services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all electronic 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.

7. **PERFORMANCE OF ELECTRONIC SERVICES**

   The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.
8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer’s commercial warranty for the item listed below:

**Please refer to the EULA for standard commercial warranty.**

The warranty shall commence upon the later of the following:

a. Activation of the user’s service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

Travel and expenses at the GSA per diem rate are additional if on-site training is selected.

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

Not applicable
(b) Describe charges, if any, for additional usage guidelines.
   Not applicable

(c) Describe corporate volume discounts and eligibility requirements, if any.

   **Designing Success, Inc. does not offer corporate volume discounts.**
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 Cheryl Wachtel, Phone: (954) 457-3330, Cheryl@designingsuccess.us, Fax: (954) 456-6700
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(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>
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</table>

(2) Delivery:

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

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

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers 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.
LICENSE FEE WITH SURVEY MODULE

Tracking At-A-Glance® (TAAG) License Fee including Survey Module; one-time fee which includes one department/location for an unlimited number of users. Fee includes 4 days of basic software training.

Tracking At-A-Glance® (TAAG) Case Management and Performance Tracking Software, a web-based, intuitive software application for case management and performance tracking. TAAG is designed to enable government agencies, housing authorities, disaster relief organizations, and other non-profit and social services agencies to streamline the delivery of services to clients, automate the case management process, and manage caseloads from intake through program completion.

Tracking At-A-Glance® enables agencies to quantify program outcomes, increasing internal and external accountability. TAAG provides users with increased flexibility, real-time data, and cost savings due to reduced service duplication. TAAG software is highly customizable. With a point-and-click interface, site administrators can add, edit or delete from drop-down lists as needed to meet program requirements. All data fields are searchable, reportable, and exportable. Reports can be created based on any data field and can be exported to Microsoft Word, Excel, or Access. Tracking At-A-Glance® reduces administrative burdens on case workers, managers, etc., enabling them to spend more time with their clients and achieve greater results. TAAG has seven (7) levels of security that limit access to caseload information.

Designing Success provides four days of on-site, basic, end-user training including one day of grant-building for corporate users and select staff members. The purpose of this training is two-fold. IT and/or management staff designated to have “corporate” security access will be trained to customize the drop-down lists in Tracking At-A-Glance® (TAAG). They will also learn how to manually enter and/or edit new users, funding programs, service providers, etc. All users will be given an overview of the entire TAAG system and the case management process. The instructor will “walk through” all the client input screens for an existing client (fake). For hands-on training, users will be provided with sample resident scenarios to practice entering data. This gives trainees an opportunity to learn and ask relevant “real-life” questions.

LICENSE WITH SURVEY MODULE ANNUAL MAINTENANCE AND SUPPORT

Includes maintenance and support on an annual basis for one Department/Location. Annual maintenance includes bug fixes, periodic patches, and complete version updates including new features/enhancements. Bugs are automatically reported (the user is informed on the screen that an error occurred and was sent to our technical staff) and are corrected within 24 hours, although the average fix occurs in less than one hour, after which the user is immediately informed by internal note.
phone call and/or e-mail. Periodic patches are installed on the average of twice monthly. Full version upgrades usually occur quarterly and are accompanied by detailed documentation. Technical support is available to all TAAG users. Users can submit a request directly from the system. The request is immediately relayed to our support specialists, one of whom will usually respond within fifteen minutes.

**LICENSE FEE**

Tracking At-A-Glance® (TAAG) License Fee; one-time fee which includes one department/location for an unlimited number of users. Fee includes 3 days of basic software training.

Tracking At-A-Glance® (TAAG) Case Management and Performance Tracking Software, a web-based, intuitive software application for case management and performance tracking. TAAG is designed to enable government agencies, housing authorities, disaster relief organizations, and other non-profit and social services agencies to streamline the delivery of services to clients, automate the case management process, and manage caseloads from intake through program completion.

Tracking At-A-Glance® enables agencies to quantify program outcomes, increasing internal and external accountability. TAAG provides users with increased flexibility, real-time data, and cost savings due to reduced service duplication. TAAG software is highly customizable. With a point-and-click interface, site administrators can add, edit or delete from drop-down lists as needed to meet program requirements. All data fields are searchable, reportable, and exportable. Reports can be created based on any data field and can be exported to Microsoft Word, Excel, or Access. Tracking At-A-Glance® reduces administrative burdens on case workers, managers, etc., enabling them to spend more time with their clients and achieve greater results. TAAG has seven (7) levels of security that limit access to caseload information.

Designing Success provides three days of on-site, basic, end-user training including one day of grant-building for corporate users and select staff members. The purpose of this training is two-fold. IT and/or management staff designated to have “corporate” security access will be trained to customize the drop-down lists in Tracking At-A-Glance® (TAAG). They will also learn how to manually enter and/or edit new users, funding programs, service providers, etc. All users will be given an overview of the entire TAAG system and the case management process. The instructor will “walk through” all the client input screens for an existing client (fake). For hands-on training, users will be provided with sample resident scenarios to practice entering data. This gives trainees an opportunity to learn and ask relevant “real-life” questions.

**LICENSE ANNUAL MAINTENANCE AND SUPPORT**

Includes maintenance and support on an annual basis for one Department/Location. Annual maintenance includes bug fixes, periodic patches, and complete version updates including new features/enhancements. Bugs are automatically reported (the user is informed on the screen that an error occurred and was sent to our technical staff) and are corrected within 24 hours, although the average fix occurs in less than one hour, after which the user is immediately informed by internal note, phone call and/or e-mail. Periodic patches are installed on the average of twice monthly. Full version upgrades usually occur quarterly and are accompanied by detailed documentation. Technical support is available to all TAAG users. Users can submit a request directly from the system. The request is
immediately relayed to our support specialists, one of whom will usually respond within fifteen minutes.

**ADDITIONAL DEPARTMENT/LOCATION LICENSE FEE**

An additional department/location license fee; one-time fee that is needed when clients want to limit access to client information for a specific group of users.

**ADDITIONAL DEPARTMENT/LOCATION LICENSE ANNUAL MAINTENANCE AND SUPPORT**

Includes maintenance and support on an annual basis for each additional Department/Location. Annual maintenance includes bug fixes, periodic patches, and complete version updates including new features/enhancements. Bugs are automatically reported (the user is informed on the screen that an error occurred and was sent to our technical staff) and are corrected within 24 hours, although the average fix occurs in less than one hour, after which the user is immediately informed by internal note, phone call and/or e-mail. Periodic patches are installed on the average of twice monthly. Full version upgrades usually occur quarterly and are accompanied by detailed documentation. Technical support is available to all TAAG users. Users can submit a request directly from the system. The request is immediately relayed to our support specialists, one of whom will usually respond within fifteen minutes.

**INTERFACE LICENSE FEE**

Designing success will create a holding table that you can populate with general, demographic and income information for your clients and their households from your current software. Designing success will then map this information to the proper fields in tracking at-a-glance® (TAAG).

**INTERFACE LICENSE ANNUAL MAINTENANCE AND SUPPORT**

Designing Success will provide annual maintenance and support on the Interface License Fee.

**SET-UP, INSTALLATION AND CONFIGURATION**

Includes set-up, installation and configuration of Tracking At-A-Glance® software. When installation on client's server is required, installation and configuration of ColdFusion is also included at no additional charge.

**DATABASE POPULATION**

Database population of Name, Address/Phone, Gender, Race, Ethnicity, SS#, and DOB for Heads of Household and all household members when applicable (via custom Excel spreadsheet); NOTE: Price is per program or spreadsheet, but there is no limit to the number of clients per spreadsheet.
ADDITIONAL TRAINING

Training is customized for our clients so that Tracking At-A-Glance® (TAAG) is seamlessly incorporated into their case management process. NOTE: Price is per day; travel and expenses are additional.

TROUBLESHOOTING

When Tracking At-A-Glance® (TAAG) is installed on a client's server and users cannot log in or are having difficulty specific to their server/network, we provide technical consulting/troubleshooting services.

HOSTING

Our hosting services eliminate the need for you to maintain a server to house your Tracking At-A-Glance® (TAAG) database. We provide daily backups, anti-virus protection, server upgrades, and all Windows/SQL Server/ColdFusion updates. NOTE: Price is per month, per department/location, with a maximum price of $3,540.00 per month. Price is paid quarterly.
<table>
<thead>
<tr>
<th>SIN</th>
<th>Product/ Service Name</th>
<th>GSA Price w/o IFF</th>
<th>GSA Price w/ IFF</th>
<th>Unit of Measure</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>License Fee with Survey Module</td>
<td>$47,025.00</td>
<td>$47,380.35</td>
<td>One-Time Fee</td>
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<tr>
<td>54151</td>
<td>License with Survey Module Annual Maintenance and Support</td>
<td>$9,603.00</td>
<td>$9,675.57</td>
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<td>511210</td>
<td>License Fee</td>
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<td>$40,201.51</td>
<td>One-Time Fee</td>
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<tr>
<td>54151</td>
<td>License Annual Maintenance and Support</td>
<td>$8,148.00</td>
<td>$8,209.57</td>
<td>Annual Fee</td>
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<td>511210</td>
<td>Additional Department/ Location License Fee</td>
<td>$3,990.00</td>
<td>$4,020.15</td>
<td>One-Time Fee</td>
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<tr>
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<td>Additional Department/Location License Annual Maintenance and Support</td>
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<td>$820.96</td>
<td>Annual Fee</td>
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<tr>
<td>511210</td>
<td>Interface License Fee</td>
<td>$4,275.00</td>
<td>$4,307.30</td>
<td>One-Time Fee</td>
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<tr>
<td>54151</td>
<td>Interface License Annual Maintenance and Support</td>
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<td>$861.46</td>
<td>Annual Fee</td>
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<tr>
<td>54151</td>
<td>Set-up, Installation and Configuration</td>
<td>$3,705.00</td>
<td>$3,733.00</td>
<td>One-Time Fee</td>
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<tr>
<td>54151</td>
<td>Database Population</td>
<td>$570.00</td>
<td>$574.31</td>
<td>Per program or spreadsheet</td>
</tr>
<tr>
<td>54151</td>
<td>Additional Training</td>
<td>$1,710.00</td>
<td>$1,722.92</td>
<td>Per day</td>
</tr>
<tr>
<td>54151</td>
<td>Troubleshooting</td>
<td>$142.50</td>
<td>$143.58</td>
<td>Per hour</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Hosting</td>
<td>$475.00</td>
<td>$478.59</td>
<td>Per month per department/location to a maximum of $3,540.00</td>
</tr>
</tbody>
</table>