Noblis, Inc.
General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List

Multiple Award Schedule (MAS)

FSC Group: Information Technology
FSC Class: DA01, DG10, DJ01

Contract Number: GS-35F-0590W

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

Period Covered by Contract: 16 August 2010 through August 15, 2025
Price List Effective: Price list current as of Modification PS-0035 effective April 13, 2022

Noblis, Inc.
2002 Edmund Halley Drive
Reston, VA 20191-3436
Toll-Free 877-662-4799
Tel 703-610-2007
Fax 703-992-2020

E-mail: it70@noblis.org
www.noblis.org

Contract Administrator: James Findley, 703-610-2290
Business Size: Other Than Small (Nonprofit)
Taxpayer identification Number (TIN): 54-1781521
CAGE Code: 05DZ5
SAM UEI: NPJ9GV7K4CL1

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

Prices Shown Herein are Net (discount deducted)
SIN Descriptions

Special Item No. 54151S – Information Technology Professional Services
Special Item No. 54151ECOM – Electronic Commerce and Subscription Services
Special Item No. 54151HACS – Highly Adaptive Cybersecurity Services (HACS)
Special Item No. 54151ICAM – Identity, Credentialing and Access Management (ICAM)
Special Item No. OLM - Order Level Materials

SPECIAL ITEM NUMBER 54151S – Information Technology Professional Services
Information Technology Professional Services - IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing. NOTE: Subject to Cooperative Purchasing

SPECIAL ITEM NUMBER 54151ECOM – Electronic Commerce and Subscription Services
Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies. NOTE: Subject to Cooperative Purchasing

SPECIAL ITEM NUMBER 54151HACS - Highly Adaptive Cybersecurity Services (HACS)
Highly Adaptive Cybersecurity Services (HACS) includes a wide range of fields such as, the seven-step Risk Management Framework services, information assurance, virus detection, network management, situational awareness and incident response, secure web hosting, and backup, security services and, Security Operations Center (SOC) services. HACS vendors are cataloged under the 5 subcategories of High Value Asset Assessments; Risk and Vulnerability Assessments, Cyber Hunt, Incident Response, and Penetration Testing. NOTE: Subject to Cooperative Purchasing

SPECIAL ITEM NUMBER 54151ICAM – Identity, Credentialing and Access Management (ICAM)
Managed service offerings for electronic credentials (assurance levels IAL, AAL, and FAL), identity and access management, authentication, and information and access management professional services. NOTE: Subject to Cooperative Purchasing

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

Items awarded under ancillary supplies/services or other direct cost (ODC) SINs are not OLMs. These items are defined, priced, and awarded at the FSS contract level, whereas OLMs are unknown before an order is placed. Ancillary supplies/services and ODC SINs are for use under all order type CLINs (Fixed-Price (FP), T&M, and LH), whereas the Order-Level Materials SIN is only authorized for use under T&M and LH order CLINs.

The Order-Level Materials SIN is only authorized for use in direct support of another awarded SIN. Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs. OLMs are defined and priced at the ordering activity level in accordance with GSAR clause 552.238-82 Special Ordering Procedures for the Acquisition of Order-Level Materials. Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF). The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: Due to a system limitation, a Maximum Order, PSC and NAICS have been assigned to the Order-Level Materials (OLM) SIN. The assignment of a Maximum Order, PSC and NAICS to the Order-Level Materials SIN does not limit the OLMs that can be proposed in direct support of a Federal Supply Schedule (FSS) task/delivery order or FSS blanket purchase agreement.
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CUSTOMER INFORMATION

1. Authorized Special Item Numbers (SINs):
   a) Table of Awarded Special Item Numbers:

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<tr>
<th>SINs</th>
<th>Recovery</th>
<th>SIN Title</th>
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<tr>
<td>54151S</td>
<td>54151SRC</td>
<td>Information Technology Professional Services</td>
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<td>54151ECOM</td>
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<td>54151HACS</td>
<td>54151HACSRC</td>
<td>Highly Adaptive Cybersecurity Services (HACS)</td>
</tr>
<tr>
<td>54151ICAM</td>
<td>54151ICAMRC</td>
<td>Identity, Credentialing and Access Management (ICAM)</td>
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<tr>
<td>OLM</td>
<td>OLMRC</td>
<td>Order-Level Materials (OLM’s)</td>
</tr>
</tbody>
</table>

   Cooperative Purchasing is available on all awarded SINs.

   b) Lowest Priced Model Number and Lowest Price:

   Hourly Labor Rates: see pricing Appendix A.

   c) Labor Category Descriptions:

   Please refer to page #7

2. Maximum Order: (All dollar amounts are exclusive of any discount for prompt payment.)

<table>
<thead>
<tr>
<th>SINs</th>
<th>Maximum Order</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151HACS</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151ICAM</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

3. Minimum Order:

   $100 – all SINs

4. Geographic coverage:

   Domestic

5. Point(s) of production:

   Noblis, Inc.
   2002 Edmund Halley Drive
   Reston, VA 20191-3436

6. Discount from List Price:

   Government Net Prices (discounts already deducted.)
7. Quantity Discounts:
   Dollar Volume: 2% discount on single Orders $300,000 or greater for Special Item No. 54151ECOM –
   Electronic Commerce and Subscription Services.

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

9. Foreign Items: (list items by county of origin):
   Not Applicable

10. Delivery
    a) Normal Delivery:
        30 Days After Receipt of Order
    b) Expedited Delivery:
        30 Days After Receipt of Order
    c) Overnight and 2-Day Delivery:
        N/A
    d) Urgent Requirements:
        Urgent requirements are specified in negotiated deliver/task orders.

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

12a. Ordering Address:
    Noblis, Inc.
    Atten: James Findley
    2002 Edmund Halley Drive
    Reston, VA 20191-3436

12b. Ordering Procedures:
    For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), are
    found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es):
    Check/U.S. Mail:
    Noblis, Inc.
    Atten: Accounts Receivable
    2002 Edmund Halley Drive
    Reston, VA 20191-3436

    ACH:
    Account Name: Noblis, Inc.
    Account Number: 4261631547
    Bank Name: TD Bank, N.A.
    ACH Routing Number: 054 001 725

14. Warranty Provision:
    N/A
15. Export packing charges:
   N/A
16. Terms and conditions of rental, maintenance, and repair:
   N/A
17. Terms and conditions of installation (if applicable):
   N/A
18a. Terms and conditions of repair parts including date of parts price lists and any discounts from list prices:
   N/A
18b. Terms and conditions for any other services (if applicable):
   N/A
19. List of service and distribution points (if applicable):
   N/A
20. List of participating dealers (if applicable):
   N/A
21. Preventive maintenance (if applicable):
   N/A
22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):
   N/A
22b. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor’s website or other location.) The EIT standards can be found at: www.Section508.gov/
   N/A
23. Unique Entity Identifier (UEI) Number:
   NPJ9GV7K4CL1
24. Noblis, Inc. is registered and active in the System for Award Management (SAM)
Due to the availability or limitation of education occasionally substitution of experience, as referenced herein for a professional labor type with additional years of experience, will be provided per the approval of the federal agency acquiring this service.

**Cyber Senior Fellow/Director**

**Minimum/General Experience:** Minimum of 18 years experience

Provides broad technical leadership to a wide range of Information Technology (IT) work programs; responsible for providing significant contributions to the company’s most difficult and challenging IT initiatives, including engineering and analytical activities. May provide management and deliverable quality of a major organizational service offering or business unit. Principal technical spokesperson for Noblis on company capabilities and future efforts. Oversees the technical direction of implementing new technologies, strategies, or methods. Exhibits a superior degree of ingenuity, creativity, and resourcefulness in problem-solving. Independently prepares and presents a variety of technical information and contributes to the development of innovative principles and ideas. Provides guidance and direction in resolving the most complex program management and organizational problems. May direct internal research programs in support of scientific and/or technological advances. Represents the organization to key clients on critical issues. May integrate client objectives to influence direction, schedule, outcomes, budget, and quality of one or more work programs. Acts as peer advisor and is recognized as an industry expert and technical opinion leader both internally and externally.

**Specialized Experience:** Has prior experience providing technical or managerial direction for solutions. Acts as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Senior Fellow/Director also recommends innovative solutions, promotes emerging research, and provides other enterprise view services. Provides highly technical specialized guidance for Government Agencies.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

**Cyber Fellow/Senior Manager**

**Minimum/General Experience:** Minimum of 15 years experience.

Provides broad technical leadership to one or more work programs. Responsible for contributing to Noblis’ most difficult and challenging Information Technology, engineering, or analytical projects and activities. May act as a principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a great degree of ingenuity, creativity, and resourcefulness in problem solving. Resolves complex information technology, program management, and organizational problems. Leads work and outcomes of team members to integrate into project objectives. Provides frequent critical and prominent subject matter input to major decision-making processes. May peer-review internal and customer-focused technical publications. May write and present external and internal publications. Recognized as technical opinion leader both internally and externally.

**Specialized Experience:** Has prior experience providing technical or managerial direction for solutions. Acts as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Fellow/Senior Manager also recommends innovative solutions, promotes emerging research, and provides other enterprise view services. Provides highly technical specialized guidance for Government Agencies.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)
Cyber Senior Principal/Manager

Minimum/General Experience: Minimum of 9 years.

Provides technical leadership to one or more projects. May act as principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a high degree of ingenuity, creativity, and resourcefulness in problem-solving. Achieves objectives and solves problems in creative and innovative ways. Identifies alternative applications for existing tools, techniques, and technologies. Advises clients of technical developments and anticipates technical needs to influence outcomes. Provides input and may oversee the development of internal and customer-focused technical publications. Solves extremely complex problems through analysis of situations, data, and Information Technology involving tangible and intangible variables.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. May act as a point of interface for client-side executives. Provides organization-wide input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Senior Principal/Manager also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Provides highly technical specialized guidance on cybersecurity for Government Agencies. A Cyber Senior Principal/Manager may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Principal II

Minimum/General Experience: Minimum of 8 years. Applies a mastery of knowledge and extensive experience as a generalist or specialist.

Uses a variety of increasingly complex professional concepts and methodologies. Exercises independent judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. May be recognized as a subject matter expert (SME) within their technical field of expertise. Focuses on complex information technology and program management problems and solutions. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; provides technical leadership/direction to complete programs.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Provides input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Principal II also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Provides technical specialized guidance on cybersecurity for Government Agencies. Works closely with the Manager and/or Senior Manager to help design, develop, and execute the engagement. May take on a mentor role overseeing more junior technical work and products. A Cyber Principal II may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)
Cyber Principal

Minimum/General Experience: Minimum of 7 years. Employs extensive knowledge and experience as a generalist or specialist.

Uses a variety of professional concepts and methodologies. Exercises broad judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. May be recognized as a subject matter expert (SME) within their technical field of expertise. Focuses on information technology and program management problems and solutions. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; may provide technical leadership/direction to complete programs.

Specialized Experience: Has prior experience providing technical or managerial direction for solutions. Provides input on Cybersecurity related initiatives, and may be a subject matter expert (SME) in one or more of the following: penetration testing, vulnerability assessment, malware, and threat hunting, and/or incident handling. Cyber Principal also recommends innovative cybersecurity solutions, promotes emerging cybersecurity research, and provides other cybersecurity services. Works closely with the Manager and/or Senior Manager to help design, develop, and execute the engagement. May take on a mentee role overseeing more junior technical work and products. A Cyber Principal may have specialized credentials such as CISSP, CISA, CEH, CFE, or other Cyber Security industry credentials that document their experience and knowledge.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Cyber Lead

Minimum Education: Bachelor’s degree or equivalent specialized experience.

Introduces working knowledge of related disciplines in assessing technical and Information Technology problems. Solves a wide range of difficult Information Technology problems in imaginative and practical ways using professional concepts and procedures. Works on diverse problems requiring evaluation of identifiable factors. Works independently; receives no instructions on routine work, and general instructions on new assignments. Presents alternatives, solutions, or strategies, considering client requirements and Noblis capabilities. Typical tasks may include, but are not limited to, developing system requirements and providing strategic, tactical, and operational-level planning support.

Specialized Experience: A Lead has prior experience on other Cyber Security engagements with similar tools, techniques, and methods. A Lead may handle the installation of tools; may work with other engagement members on the deliverables being produced; may have responsibility to conduct a portion of the engagement, such as penetration testing for a given application or network; and/or may conduct interviews to assess the status of a NIST 800-53 security control that is in scope. A Lead completes more difficult tasks as a specialist in an engagement performing penetration testing, malware / hunting, vulnerability assessment, and/or incident response. A Lead may have Cyber Security credentials such as CISSP or CISA, CEH, CFE, or may possess another security industry credential.

Minimum/General Experience: Minimum of 5 years. Applies full knowledge of particular technical area and a developing knowledge of other technology areas.

(1 year of education = 1.5 years of experience)
Cyber Senior Staff II

Minimum/General Experience: Minimum of 3 years. Applies broad knowledge of particular technical area and a developing knowledge of other technology areas.

Writes technical Information Technology documents, primarily for internal use. Solves a variety of Information Technology problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives minimal instructions on routine work, and general instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing Information Technology requirements, or identifying organizational goals and mission statements.

Specialized Experience: An Senior Staff II may have prior experience working on a Cyber Security engagement. A Senior Staff II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Senior Staff II will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Senior Staff II prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Senior Staff II typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Bachelor’s degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).

Cyber Senior Staff

Minimum/General Experience: Minimum of 1 year. Applies knowledge of particular technical area and a general sense of other technology areas.

Writes brief technical Information Technology documents, primarily for internal use. Solves a variety of structured Information Technology problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives general instructions on routine work, and specific instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing Information Technology requirements, or identifying organizational goals and mission statements.

Specialized Experience: An Senior Staff may have prior experience working on a Cyber Security engagement. A Senior Staff is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Senior Staff will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Senior Staff prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Senior Staff typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Bachelor’s degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).
Cyber Staff II

Minimum/General Experience: Minimum of 3 years. Applies broad project or technology area knowledge.

Works as part of project team. Contributes to solving a variety of structured and unstructured Information Technology problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes information and may assist in the interpretation of studies or Information Technology reports documenting agencies’ management, organizational, and business improvement efforts. Documents own work for the use of others on project team; contributes to the development of client Information Technology documentation. Monitors own progress on assigned tasks.

Specialized Experience: An Staff II may have prior experience working on a Cyber Security engagement. A Staff II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Staff II will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Staff II prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Staff II typically works under the guidance of a Manager or Principal, as part of a Cyber Security engagement team.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Staff

Minimum/General Experience: Minimum of 2 years. Applies particular project or technology area knowledge.

Works as part of project team. Contributes to solving a variety of structured Information Technology problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes Information Technology information in studies or reports documenting agencies’ management, organizational, and business improvement efforts. Documents own work for the use of others on project team; may contribute to the development of client Information Technology documentation. Monitors own progress on assigned tasks.

Specialized Experience: An Staff may have prior experience working on a Cyber Security engagement. A Staff is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. A Staff will typically have computer science skills, and may assist in the installation and configuration of Cyber Security tools. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. A Staff prepares deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. A Staff typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience)
Cyber Associate II

Minimum/General Experience: Minimum of 1 years experience. Applies refined skills and follows standard principles, theories, concepts, and techniques.

Uses independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to Information Technology problems of limited scope. Exchanges information that may require clarification but not interpretation. Decisions, duties, and work are regularly reviewed.

Specialized Experience: An Associate II may have prior experience working on a Cyber Security engagement. An Associate II is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. An Associate II may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. An Associate II assists with the preparation of deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. An Associate II typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience)

Cyber Associate

Minimum/General Experience: Minimum of <1 year experience. Applies developed skills and follows standard principles, theories, concepts, and techniques.

May use independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to Information Technology problems of limited scope. Exchanges routine information that may require clarification but not interpretation. Work is closely managed. Decisions and duties are regularly reviewed.

Specialized Experience: An Associate may have prior experience working on a Cyber Security engagement. An Associate is expected to perform a portion of the duties during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of the duties during an incident handling event. An Associate may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May have auditing skills and perform some controls testing or participate in interviews with security control owners. May have testing skills and will be part of a penetration testing team. May apply organization and management disciplines in the case of incident handling. An Associate assists with the preparation of deliverables, which are reviewed by a Principal, Manager, and/or Senior Principal/Manager. An Associate typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience)
Cyber Support Specialist

Minimum/General Experience: Minimum of <1 year experience.

Duties may at times be non-routine in nature and varied in complexity as related to Information Technology support. May act as a resource to less experienced employees. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. May request information and guide work from lower-level staff. Works under general supervision. May act independently to plan and accomplish routine assignments. Typically receives general instructions on new assignments.

Specialized Experience: A Support Specialist may have prior experience working on a Cyber Security engagement. An Associate is expected to assist in the more senior personnel during a penetration testing engagement, a vulnerability assessment, and/or a malware / hunting exercise. May also perform some of limited duties during an incident handling event. A Support Specialist may assist in the installation and configuration of Cyber Security tools under the direction of a more senior member of the team. May provide limited support penetration testing team. May utilize organization and team member approaches in the case of incident handling. Will assist with the preparation of deliverables as directed for review by a Principal, Manager, and/or Senior Principal/Manager. A Support Specialist typically works under the guidance of a Lead or higher, as part of a Cyber Security engagement team.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience)
Senior Fellow/Director

Minimum/General Experience: Minimum of 18 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to a wide range of work programs; responsible for providing significant contributions to the company’s most difficult and challenging scientific, engineering, or analytical projects and activities. May provide management and deliverable quality of a major organizational service offering or business unit. Principal technical spokesperson for Noblis on company capabilities and future efforts. Oversees the technical direction of implementing new technologies, strategies, or methods. Exhibits a superior degree of ingenuity, creativity, and resourcefulness in problem-solving. Independently prepares and presents a variety of technical information and contributes to the development of innovative principles and ideas. Provides guidance and direction in resolving the most complex program management and organizational problems. May direct internal research programs in support of scientific and/or technological advances. Represents the organization to key clients on critical issues. May integrate client objectives to influence direction, schedule, outcomes, budget, and quality of one or more work programs. Acts as peer advisor and is recognized as an industry expert and technical opinion leader both internally and externally.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Fellow/Senior Manager

Minimum/General Experience: Minimum of 15 years experience.

Duties/Functional Responsibilities: Provides broad technical leadership to one or more work programs. Responsible for contributing to Noblis’ most difficult and challenging scientific, engineering, or analytical projects and activities. May act as a principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a great degree of ingenuity, creativity, and resourcefulness in problem solving. Resolves complex program management and organizational problems. Leads work and outcomes of team members to integrate into project objectives. Provides frequent critical and prominent subject matter input to major decision-making processes. May peer-review internal and customer-focused technical publications. May write and present external and internal publications. Recognized as technical opinion leader both internally and externally.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

Senior Principal/Manager

Minimum/General Experience: Minimum of 9 years.

Duties/Functional Responsibilities: Provides technical leadership to one or more projects. May act as principal technical spokesperson for Noblis with one or more clients, and represents company capabilities and future efforts. Exhibits a high degree of ingenuity, creativity, and resourcefulness in problem-solving. Achieves objectives and solves problems in creative and innovative ways. Identifies alternative applications for existing tools, techniques, and technologies. Advises clients of technical developments and anticipates technical needs to influence outcomes. Provides input and may oversee the development of internal and customer-focused technical publications. Solves extremely complex problems through analysis of situations and data involving tangible and intangible variables.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)
**Principal II**

Minimum/General Experience: Minimum of 8 years. Applies a mastery of knowledge and extensive experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of increasingly complex professional concepts and methodologies. Exercises independent judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; provides technical leadership/direction to complete programs.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

**Principal**

Minimum/General Experience: Minimum of 7 years. Employs extensive knowledge and experience as a generalist or specialist.

Duties/Functional Responsibilities: Uses a variety of professional concepts and methodologies. Exercises broad judgment in selecting methods, techniques, and evaluation criteria to obtain results. Develops and applies analyses of situations or data using an in-depth evaluation of various factors. Recognizes and explores other work, tools, techniques, and technologies to improve or influence results. Writes a variety of documents and prepares and presents briefings based on materials. Works independently to determine approach to and objectives of work assignments. Leads tasks or segments of programs; may provide technical leadership/direction to complete programs.

Minimum Education: Bachelor’s degree or equivalent experience.

(1 year of education = 1.5 years of experience)

**Lead**

Minimum/General Experience: Minimum of 5 years. Applies full knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Introduces working knowledge of related disciplines in assessing technical problems. Solves a wide range of difficult problem in imaginative and practical ways using professional concepts and procedures. Works on diverse problems requiring evaluation of identifiable factors. Works independently; receives no instructions on routine work, and general instructions on new assignments. Presents alternatives, solutions, or strategies, considering client requirements and Noblis capabilities. Typical tasks may include, but are not limited to, developing system requirements and providing strategic, tactical, and operational-level planning support.

Minimum Education: Bachelor’s degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience)

**Senior Staff II**

Minimum/General Experience: Minimum of 3 years. Applies broad knowledge of particular technical area and a developing knowledge of other technology areas.

Duties/Functional Responsibilities: Writes technical documents, primarily for internal use. Solves a variety of problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives minimal instructions on routine work, and general instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing requirements, or identifying organizational goals and mission statements.

Minimum Education: Bachelor’s degree or equivalent specialized experience.

(1 year of education = 1.5 years of experience).
Senior Staff
Minimum/General Experience: Minimum of 1 year. Applies knowledge of particular technical area and a general sense of other technology areas.

Duties/Functional Responsibilities: Writes brief technical documents, primarily for internal use. Solves a variety of structured problems, applying standard professional concepts and methodologies. Works on diverse problems requiring evaluation of identifiable factors. Receives general instructions on routine work, and specific instructions for new work; progress is regularly reviewed. Full use and application of established practices.

Typical tasks may include, but are not limited to, assisting in developing requirements, or identifying organizational goals and mission statements.

Minimum Education: Bachelor’s degree or equivalent specialized experience.
(1 year of education = 1.5 years of experience).

Staff II
Minimum/General Experience: Minimum of 6 years. Applies broad project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured and unstructured problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes information and may assist in the interpretation of studies or reports documenting agencies’ management, organizational, and business improvement efforts. Documents own work for the use of others on project team; contributes to the development of client documentation. Monitors own progress on assigned tasks.

Minimum Education: Associate’s degree or equivalent.
(1 year of education = 1.5 years of experience)

Staff
Minimum/General Experience: Minimum of 5 years. Applies particular project or technology area knowledge.

Duties/Functional Responsibilities: Works as part of project team. Contributes to solving a variety of structured problems by applying standard professional concepts and methodologies and/or providing complex and detailed analysis. Summarizes information in studies or reports documenting agencies’ management, organizational, and business improvement efforts. Documents own work for the use of others on project team; may contribute to the development of client documentation. Monitors own progress on assigned tasks.

Minimum Education: Associate’s degree or equivalent.
(1 year of education = 1.5 years of experience)

Associate II
Minimum/General Experience: Minimum of 4 years experience. Applies refined skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: Uses independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to problems of limited scope. Exchanges information that may require clarification but not interpretation. Decisions, duties, and work are regularly reviewed.

Minimum Education: Associate’s degree or equivalent.
(1 year of education = 1.5 years of experience)

Associate
Minimum/General Experience: Minimum of 3 years experience. Applies developed skills and follows standard principles, theories, concepts, and techniques.

Duties/Functional Responsibilities: May use independent judgment by evaluating possible courses of action, applying developed skills, and following standard principles, theories, concepts, and techniques in choosing the most appropriate solution to problems of limited scope. Exchanges routine information that may require clarification but not interpretation. Work is closely managed. Decisions and duties are regularly reviewed.

Minimum Education: Associate’s degree or equivalent.
(1 year of education = 1.5 years of experience)

**Support Specialist**

Minimum/General Experience: Minimum of 3 years experience. Applies developed skills in area of specialization. Adapts procedures, techniques, tools, materials, and/or equipment to meet special needs and complete a variety of tasks with increasing complexity and reflecting a high degree of variety.

Duties/Functional Responsibilities: Duties may at times be non-routine in nature and varied in complexity. May act as a resource to less experienced employees. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. May request information and guide work from lower-level staff. Works under general supervision. May act independently to plan and accomplish routine assignments. Typically receives general instructions on new assignments.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience).

**Junior Specialist**

Minimum/General Experience: Minimum of 1 year experience. Applies developing skills in area of specialization. Adapts procedures, techniques, tools, materials, and/or equipment to meet special needs and complete a variety of tasks with increasing complexity and reflecting a high degree of variety.

Duties/Functional Responsibilities: Duties may at times be non-routine in nature and varied in complexity. Some judgment and initiative may be required in resolving routine problems and making routine recommendations. May be responsible for portions of a larger project. Works under close supervision. May act independently to accomplish routine assignments. Typically receives specific instructions on new assignments.

Minimum Education: Associate’s degree or equivalent.

(1 year of education = 1.5 years of experience).
AcquTrak® is an electronic process tool that supports the acquisition life cycle from concept through contract award and operations. Program and acquisition professionals can use this tool to create and maintain a complete set of acquisition records in a secure collaborative environment. AcquTrak can be quickly tailored to the needs of the client through a requirements discovery process. This process is carried out at the start of the engagement and continues throughout the engagement, allowing AcquTrak to respond in a way that meets the client’s evolving needs.

AcquTrak enhances acquisition quality and consistency by promoting structured, standardized, and repeatable processes. It also reduces costs and improves effectiveness of acquisition teams in a variety of ways:

- Incorporates workflow processes that are customized to the client’s needs
- Provides real-time management overviews of progress
- Ensures that all necessary documentation is readily available
- Minimizes learning curve—training and familiarization time—for new staff

In the pre-proposal phase, AcquTrak maintains files of draft and final RFPs and revisions. Its built-in workflow capabilities facilitate handling of questions, comments, and responses received from vendors and other interested parties. After proposals are submitted, AcquTrak maintains complete files of all materials received from offerors. It captures and tracks all communications with offerors—including such critical items as deficiency notices, clarification requests, and discussion issues—and resulting offeror responses. It facilitates and captures evaluators’ analyses, ratings, and consensus, and documents these processes. The ready availability of all relevant material within AcquTrak facilitates preparation of final reports for the source selection authority decision.

After award, AcquTrak records can be archived to retain the transparent corporate memory and audit trails. These archived records may be effectively used against any protests received and will also support a smooth transition into the operational phase.

The data that AcquTrak collects during an acquisition is the client’s data. This data will be delivered to the client in a mutually agreed-upon format upon completion of the acquisition. If a format is not specified by the client, or if the use of AcquTrak is terminated prior to the end of the acquisition, a read-only version of the data will be provided in an AcquTrak native format.

AcquTrak’s total customer-care package includes initial setup, training, and ongoing enhancements to meet the client’s needs. It is available in multiple deployment configurations to meet virtually all client access needs and security restrictions, including both web-based and client/server versions.
AcquServe℠

AcquServe is a suite of advanced software applications (or services) customized to support an acquisition program from the solicitation phase through contract implementation and operation. AcquServe addresses the most critical, complex, and error-prone aspects of an acquisition and a program’s life cycle. AcquServe helps program managers reduce overall project cycle time, minimize time-robbing errors, and increase the quality and confidence of vendors submissions.

For solicitations, AcquServe delivers a secured, customized Web portal that bidders interface to conduct their two-way electronic delivery of all documents, files, and communiqués required by the program. The program portal implements the solicitations specific structure, service categories, and validation rules to achieve consistency, conformance, and completeness of bidders responses. Once the requirements matrix(es) is loaded, the compliance management capability captures and tracks bidders self-reported compliance to specific Request for Proposal (RFP) requirements. To ensure that no requirement is overlooked, validation engines automatically alert bidders on missing or invalid responses, and report on all responses, including those with exceptions and deviations. Proposal teams benefit by quickly identifying the compliance and conformance status of each vendor; thus enabling processes to be accomplished in days rather than weeks.

For acquisition teams, evaluating bid pricing is the most complex and highest risk aspect of a solicitation. AcquServe helps reduce the risk of pricing errors through a series of customized pricing interfaces and rules-based validation schemes. Through the same program portal, bidders interface a price table management feature where all pricing instructions, tables, and files are securely accessed, submitted, and stored.

Bidders then complete all pricing tables to confirm completeness and accuracy. After pricing information is loaded in the database, AcquServe’s smart data interpreters identify and report any pricing errors and data anomalies. Bidders can easily change, edit, and update their pricing data accordingly. Changes are captured to provide traceability and accountability. AcquServe then performs the complex bid model computation by using the demand models specific to each acquisition. As a result, each vendor has a complete view of only their pricing strategy by individual units, service category, or in aggregate. Acquisition officials receive accurate, consistent pricing across all vendors, and vendors benefit through increased visibility in their pricing submissions. AcquServe can accommodate solicitations of any size and complexity. AcquServe pricing arrays are scalable to permit any number of pricing tables and price elements, from hundreds to millions of pricing units.

After contract award, AcquServe may be implemented as a turnkey solution to manage the full life cycle of the contract and make operational a servicing agency business model. AcquServe’s bundled suite of applications enables a servicing agency (primary contract holder) to enable and efficiently manage a competitive marketplace among multiple vendors on behalf of requesting agencies (customers). AcquServe’s contract management capabilities give contracting officials the tools needed to keep pace with any rapidly changing program.

Contracts are dynamic—the challenge of managing, implementing, and tracking contract changes is handled efficiently through AcquServe’s contract modification capabilities. Changes in contract terms, the addition of new contract line item numbers (CLINs), or updates to pricing elements are integrated with the pricing database and other applications to minimize errors and make certain that no aspect of the contract is out-of-synch. The benefit is increased program integrity and consistency across the board.

In addition to contract management, AcquServe delivers a comprehensive solution set for instituting and managing a competitive multi-vendor and multi-customer contracting environment. AcquServe’s components include the following:

- **Marketplace Pricer**—a Web portal that lists each vendor’s current and past year unit prices for all products and services which is proven to stimulate price competition after contract award.
- **Customer Contract Pricer**—a Web portal which gives customers information on the availability and pricing of individual product and service units (for all vendors) throughout the entire contract period.
- **Customer Inventory Pricer**—a decision support tool which helps customers analyze, plan, and optimize their future spend based off their current inventory. With telecommunications programs, AcquServe incorporates Service Order Completion Notices (SOCNs) to keep the customer’s inventory continually up-to-date.
- **Billing Pricer**—an auditing tool used by the servicing agency (or primary contract holder) to verify that detailed bills submitted by vendors are correctly priced.
• **Fee Analyzer**—a planning tool used by the servicing agency to perform “what-if” analysis for their fee revenues, including the ability to adjust fees across services based on customer’s inventory.

All vendor and customer data is securely hosted in Noblis’ data center. AcquServe’s state-of-the-art data security architecture and framework assure maximum security for the program. Vendors and agency customers can submit confidential data with complete trust that their information will not be compromised.

AcquServe’s customer care includes initial setup and training, together with access control and management of all Public Key Infrastructure (PKI) certificates on behalf of vendors and users.

**RunGrants**

*RunGrants* is an electronic process solution that supports the grants life cycle from concept through project award and operations. Program Managers, Evaluators and Applicants can use this tool to create and maintain a complete set of grants records in a secure collaborative environment. *RunGrants* can be quickly tailored to the needs of the client through a requirements discovery process. This process is carried out at the start of the engagement and continues throughout the engagement, allowing *RunGrants* to respond in a way that meets the client’s evolving needs.

*RunGrants* enhances grants quality and consistency by promoting structured, standardized, and repeatable processes. It also reduces costs and improves effectiveness of grants programs in a variety of ways:

• Optimize efficiency by automating and customizing workflows to meet client needs

• Reach new levels of visibility with data analytics at every state of the process

• Meet federal compliance and security requirements

• Streamline activities with a responsive intuitive modern User Experience

In the white paper or pre-proposal phase, *RunGrants* allows the Program to generate funding opportunities and associated topics. The solution maintains files of draft and final grant applications and revisions. Its built-in workflow capabilities facilitate handling of grant applications including eligibility. After applications are submitted, *RunGrants* maintains complete files of all materials received from applicants. It captures and tracks notifications with applicants and evaluators including application feedback. Evaluations can be configured and managed by the Program, the solution facilitates and captures evaluators’ analyses, ratings, and consensus, and documents these processes. The ready availability of all relevant material within *RunGrants* facilitates preparation of final reports for the selection authority decision.

After evaluation, *RunGrants* provides summary reports to facilitate evaluation panels. Decisions are then recorded and are the basis for selecting or rejecting applications. The selection process is highly configurable and can include an unlimited number of workflow steps to triage applications.

*RunGrants*’ total customer-care package includes initial setup, training, and ongoing enhancements to meet the client’s needs. It is hosted on a secure government compliant cloud platform to meet virtually all client access needs and security restrictions.

**RunGrants has three subscription tiers:**

1. **Core:** This tier is primarily focused on the pre-award phase, the Program can setup opportunities and topics, receive applications, evaluate them, down-select, and award winning ideas. In addition, they can configure advanced workflows and system notifications that are fully audited within the solution.

   **CORE SUBSCRIPTION:**
   - Maximum number of Grant Applications per Year: 1000
   - Maximum number of Authorized Users: 1500
   - Included Features:
- Solicitations & Topics management
- Application Submission
- Application Evaluation
- Application Selection
- Automated Workflows
- Reporting & Dashboards
- Automated Notifications

2. **Premium**: This tier includes the Core tier and adds the post-award phase of the grants life cycle. The Program can receive recurring progress reports from awarded applicants, setup and create project plans with milestones and deliverables, track financials including expenditures, and manage project closeout.

**PREMIUM SUBSCRIPTION:**
- Maximum number of Grant Applications per Year: 3000
- Maximum number of Authorized Users: 5000
- Included Features: All CORE Subscription features in addition to:
  - Project Plans
  - Project Expenditures
  - Project Financials
  - Contracts & Mods
  - Project Closeout
  - Action Items

**Enterprise**: This tier includes the Core and Premium tiers and adds advanced post-award features. The Program can create and manage meetings, allow meeting invitees to use a built-in chat features, review deliverables via a configurable workflow, search on all data and documents within the system using a cloud-enabled service, configure scheduled notifications across the solution, and create and manage a program budget.

**ENTERPRISE SUBSCRIPTION:**
- Maximum number of Grant Applications per Year: Unlimited
- Maximum number of Authorized Users: Unlimited
- Included Features: All PREMIUM Subscription features in addition to:
  - Program Budget Planning
  - Peer Review Portal
  - Document Review Portal
  - Meeting Management
  - Real-time Chat
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Noblis, Inc. 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:

Ms. Corinne Militz, (703) 610-1649, or via email at Corinne.Militz@noblis.org
APPENDIX A – LABOR AND PRODUCT RATES

Period of Performance: August 16, 2010 through August 15, 2025

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>GSA PRICE + IFF through 7/28/21</th>
<th>GSA PRICE + IFF 7/29/21-8/15/22</th>
<th>GSA PRICE + IFF 8/16/22-8/15/23</th>
<th>GSA PRICE + IFF 8/16/23-8/15/24</th>
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<td>$347.06</td>
<td>$355.39</td>
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Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and/or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.
## Support Products

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**Disaster Recovery** — Hourly Rates, Labor Categories, and Products listed above are also valid for Disaster Recovery Purchasing.

Rates include .75% IFF
APPENDIX B - TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC-COMMERCE SIN 54151ECOM
AcquiTrak® Service Provisions

1. Services

1.1 Subject to the terms and conditions set forth in the contractual document between the parties (the "Contract") and the terms and conditions set forth herein (collectively the "Provisions"), Noblis, Inc. ("Noblis") agrees to provide to the Customer named in the Contract the AcquiTrak software and services to assist in the acquisition as described in Schedule A – Description of AcquiTrak and AcquiTrak Training and Support and Schedule B – Description of Customization Services (collectively, the "Services" or "AcquiTrak").

1.2 Each Party shall designate a representative who shall be the principal point of contact between the parties for all matters relating to the services to be provided under these Provisions (the "Project Manager"). A Party may designate a new Project Manager by written notice to the other Party.

2. License

Subject to the Provisions herein, Noblis hereby grants to Customer, and Customer hereby accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable license to use AcquiTrak solely in connection with the Customization Services and a single Acquisition as specified in Schedule B – Description of Customization Services. Customer’s use shall be for its internal business purposes only, and Customer shall not use AcquiTrak for the benefit of any third party. Except as expressly set forth herein, no event shall Customer sell, resell, loan, lease, distribute, sublicense or otherwise commercially exploit, permit use of, or grant access to AcquiTrak (or any other Intellectual Property, as defined in Section 3.1), either in whole or in part, to any third party, including, without limitation, any other department within the Customer’s agency, other federal agency or federal department, contractor, consultant or advisor. Customer acknowledges that this right to use AcquiTrak does not permit Customer to receive a copy of source or object code to AcquiTrak. All rights not expressly granted to Customer herein are reserved exclusively to Noblis.

3. Intellectual Property

3.1 Customer acknowledges and agrees that Noblis owns all right, title and interest in and to all intellectual property, including, without limitation, all copyright rights, patents, trade secrets, database rights and any other proprietary rights in and related to the AcquiTrak Services including without limitation any underlying databases, computer programs, algorithms, techniques, processes, methods, trade secrets, know-how or other related technology underlying or included in intellectual property (together, the "Intellectual Property"). Intellectual Property shall also include any and all derivatives, improvements, error corrections, bug fixes, patches, updates or other modifications, enhancements or extensions to AcquiTrak Services (including any of the foregoing that may result from the set-up and customization described in Section 5.3); and the order, sequence and formatting of the data, generated by AcquiTrak Services. Intellectual Property shall not include the pre-existing data and information provided by Customer to Noblis as part of Customer Responsibilities. Except for the limited, non-exclusive rights expressly granted under these Provisions, nothing in these Provisions will be construed to grant to Customer any right in or to the Intellectual Property. Customer shall not copy, modify, reverse engineer, compile, disassemble or decompile the Intellectual Property in whole or in part, nor create derivative works based on any of the Intellectual Property. Customer agrees to take reasonable steps to prevent unauthorized use, access, copying or disclosure of the Intellectual Property and shall not contest the validity of the Intellectual Property. Customer shall promptly notify Noblis of any known, threatened or suspected infringement or unauthorized use of the Intellectual Property (or any component thereof) by any third party. Noblis, in its sole discretion, shall determine what action, if any, should be taken in response to any such infringement or unauthorized use. Customer shall take no action to enforce any rights in the Intellectual Property against any third party without the prior written approval of Noblis, which Noblis may withhold in its sole discretion. Customer shall cooperate with all reasonable requests for assistance by Noblis in connection with all of the foregoing, including, without limitation, making personnel available to testify and providing relevant documentation and information.

3.2 Customer shall not use Noblis’ name or any Noblis product name, logo, trademark, service mark or other designation (including, without limitation, NOBLIS and NOBLIS Design Logo) (collectively, "Noblis Marks") in any manner, except to identify Noblis as a source of the Services provided hereunder, without the prior written consent of Noblis. Further, Customer shall not use any Noblis Marks in a manner to suggest Noblis’ endorsement or certification of Customer, including any of its products, services, or Acquisition.

3.3 Customer shall not remove, obliterate or cancel from view, any Noblis Mark, copyright, confidentiality or other proprietary notice, mark or legend appearing on any part of the Customization Services or AcquiTrak, including any results or output generated by AcquiTrak.

4. Customer Responsibilities and Representations

Customer is responsible for the following ("Customer Responsibilities"):

4.1 Cooperate with Noblis in the performance of the Customization Services and AcquiTrak Training & Support, including, without limitation, providing Noblis with timely access to data, information and personnel of Customer, and Customer acknowledges and agrees that Noblis’ performance is dependent upon the timely and effective satisfaction of Customer’s Responsibilities and Customer’s timely provision of data and information, and decisions and approvals, as requested by Noblis in connection with the Customization Services and AcquiTrak Training & Support.

4.2 Provide Noblis with the name of the person (for example, contracting officer, contract manager, business manager) who will be the designated approval authority for the acquisition ("Approval Authority"). Unless otherwise identified by Customer, Customer’s Project Manager as designated pursuant to Section 1.2 shall be deemed the Approval Authority.

4.3 Provide a list of Customer’s personnel authorized to access and use AcquiTrak pursuant to the Provisions herein ("Authorized Users"), to be registered by Noblis as Authorized Users. Provide contact information and the acquisition role of each Authorized User.

4.4 Provide and maintain (i) workstations, hardware, software and peripheral devices, (ii) Internet access, (iii) telecommunications, (iv) Internet browser and (v) Internet service provider agreement (all of the foregoing, "Customer’s System") in working order, and for all Customer System related charges and expenses incurred by Customer to permit Customer to access and use AcquiTrak.

4.5 Coordination of IT security requirements as applicable to the use of AcquiTrak.

4.6 Complete acquisition requirements and acquisition documentation and other Customer data and documents as may be reasonably requested by Noblis.

4.7 Customer represents and warrants to Noblis that it is the sole owner of, or has all necessary rights to the data, information and all other materials provided to Noblis in connection with these Provisions, and that none of the foregoing infringe upon any third party trademark, patent, copyright, trade secret or other intellectual property, contract or proprietary right.

5. Other Terms and Conditions

5.1 Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, hardware and software necessary and compatible for it to perform all of the services to be provided under these Provisions (the "Customization Services") to operate with AcquiTrak. Noblis shall not be held liable for any interruption of the Services that is a result of the failure of Customer’s Internet environment or any other aspect of Customer’s System.

5.2 Noblis shall issue each Authorized User a user identification and password promptly upon Noblis’ receipt of such request and the information described in Section 4.3, from the Customer’s Approval Authority. Requests for the addition or removal of Authorized Users will be fulfilled by Noblis promptly upon Noblis’ receipt of a Customer’s Approval Authority’s request to the Help Desk (as described in Schedule B – Description of Customization Services). Customer and Authorized Users shall not provide, share, loan or sell user identification and password

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information to any person other than Authorized Users. Customer is responsible for maintaining the confidentiality of user identifications and passwords. Customer is responsible for all user identifications and passwords, whether or not actually or expressly authorized by Customer, including, without limitation, uses by Authorized Users. Customer further agrees that: (a) it shall disclose the user identifications and passwords only to the Authorized Users; (b) it shall instruct its Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves Customer’s employ, Customer will be responsible for informing Noblis in writing so that the user identification and password for the departing Authorized User can be de-activated.

5.3 Customer acknowledges and agrees that the time necessary for the initial set-up and customization of AcquTrak in connection with Customer’s System will vary based on Customer’s System, and the Acquisition requirements and Acquisition documentation provided by the Customer to Noblis. Noblis requires a minimum of two (2) business weeks for such initial set-up and customization prior to the start of Customer’s access to and use of AcquTrak. Such initial set-up and customization will be included in the Customization Services as set forth in Schedule B – Description of Customization Services.

5.4 Customer acknowledges and agrees that there may be (a) periods of scheduled maintenance; and (b) periods of unscheduled maintenance or outages, when AcquTrak may be degraded or not available for use by Customer. Noblis will make commercially reasonable efforts to notify Customer of scheduled maintenance at least one (1) week in advance of the scheduled maintenance and Noblis will work with the Customer to minimize disruption of AcquTrak based on the Customer’s schedule of business activities. To the extent possible, if unscheduled maintenance is necessary or an outage occurs, Noblis will coordinate with the Customer to minimize disruption of AcquTrak based on the Customer’s schedule of business activities. Recovery time for AcquTrak will vary depending on the specific circumstances of the unscheduled maintenance or outage.

5.5 Noblis may engage Subcontractors (as defined below) to perform all or any portion of its obligations under these Provisions, provided that any such Subcontractor shall be subject to the terms hereof, and provided further that Noblis will remain responsible and liable for the performance of the Subcontractor in conformance with the relevant Provisions hereof. As used in these Provisions, “Subcontractor” shall mean any individual, partnership, corporation, firm, association, unincorporated organization, joint venture, trust or other entity engaged to perform hereunder.

5.6 Noblis may monitor, review and copy data on the Noblis server(s) supporting AcquTrak regarding Customer’s usage of AcquTrak to allow Noblis to assess compliance with the Provisions herein. Further, upon Noblis’ request, but not more than once quarterly, Noblis may view Customer’s records pertaining to Customer’s rights and obligations under these Provisions, provided any such viewing shall take place during business hours and shall not unreasonably interfere with Customer’s business activities.

5.7 Nothing in these Provisions shall be deemed to restrict or limit in any way, Noblis’ right to directly or indirectly market, license, use, or distribute its products and services (AcquTrak including the Customization Services) anywhere in the world, to any other party.

5.8 Noblis shall not be held liable for any interruption of AcquTrak and/or Customization Services including AcquTrak Training & Support that is a result of the failure of Noblis’ telecommunications, Internet access, electric power supply or any other conditions or events beyond Noblis’ control. Additionally, Noblis shall not be held liable for any system or data integrity issues caused by third party access and usage, whether proper or improper, of any specific AcquTrak service (or application).

5.9 The Customer acknowledges that the Customization Services and/or AcquTrak is subject to U.S. government export control law and regulation. Customer agrees that in the event it seeks to make any use of the Customization Services and/or AcquTrak (including AcquTrak Training & Support) which constitutes an export under applicable U.S. government law and regulations, it assumes full responsibility for obtaining any necessary export licenses and approvals and for assuring compliance with applicable export control restrictions.

5.10 Third parties using the Services shall be subject to Noblis terms of use.

6. Term Termination and Payment

6.1 Services are sold in consecutive monthly increments as specified in the Contract. The Contract shall specify the number of consecutive months.

6.2 Noblis shall be paid by Customer the Fees specified in the Contract.

6.3 In the event that delays caused by Customer result in additional Customization Services or AcquTrak and AcquTrak Training & Support, such additional services shall be payable by Customer to Noblis at Noblis’ then standard rates on a time and materials basis through a modification to the Contract which adds funding, value and dates of performance as applicable.

6.4 Upon expiration or mutual agreement of termination of Customization Services and/or AcquTrak for any reason:

(a) Customer shall immediately cease accessing and using the Customization Services and AcquTrak (including AcquTrak Training & Support), and immediately return or destroy (at Noblis’ direction) any materials in its possession, in whatever form, containing any of Noblis’ Intellectual Property and/or confidential information, and certify in writing to Noblis that it has done so.

(b) Noblis shall return or destroy (at Customer’s direction) any materials in its possession, in whatever form, containing confidential information of Customer.

(b) Noblis shall be paid a pro rata portion of Fees based on the start and termination date. In no instance shall the pro rata payment be based on less than one (1) calendar week.

7. Amendment; Waiver; Severability

No amendment or modification of the Provisions, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If, for any reason whatsoever, any one or more of the Provisions shall be found to be inoperative, invalid, or unenforceable in a particular circumstance or inapplicable to a particular person or other entity by a court of competent jurisdiction, such finding shall neither render such provision inoperative, invalid, or unenforceable in any other circumstance or inapplicable to any other person or other entity, nor render any Provision inoperative, invalid, unenforceable, or inapplicable. In such case, the parties shall promptly negotiate in good faith to replace that Provision with one that achieves the parties’ intended purpose but avoids the defect of the original clause.

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Schedule A
Description of AcquTrak and AcquTrak Training & Support

Subject to the Provisions herein Noblis will provide:

1.0 AcquTrak

1.1 AcquTrak is a proprietary remote access application that can be customized for use throughout an entire acquisition life cycle. AcquTrak facilitates the acquisition process, and allows Acquisition evaluation teams to document the decision process and provide audit documentation using (i) review items (ii) proposal strengths, weaknesses, risks and comments, (iii) clarifications and deficiencies, (iv) ratings and rationale and (v) consensus meeting results.

1.2 Customer will be allowed to access and use AcquTrak in connection with the Acquisition specified in accordance with Schedule B – Description of Customization Services and for the number of concurrent Authorized Users, pursuant to the Provisions.

2.0 AcquTrak Training & Support

In connection with the license to use AcquTrak, Noblis will provide AcquTrak Training & Support as described below:

2.1 Up to four (4) training sessions for AcquTrak will be provided by Noblis at mutually agreed to times. The AcquTrak Training may be conducted remotely from the Noblis headquarters facility or conducted at a Customer-furnished site in the Washington DC Metropolitan Area or the Noblis headquarters facility. Training material, classroom equipment & environment, duration of training and training content shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Should the Customer desire training outside the Washington DC Metropolitan Area, Noblis shall be reimbursed for its travel expenses in accordance with commercially accepted travel practices. Should Customer desire additional training hours or training sessions, the additional training may only be made available on a mutually agreed to schedule at Noblis’ then standard fees, and terms and conditions through a written modification to the Contract.

2.2 Customized training guides;

2.3 Help Desk Support consisting of:

(a) The Help Desk may be contacted by telephone or e-mail for the Customer to make service requests. Requests received are documented in a ticket tracking system and escalated as needed to appropriate Noblis staff for resolution.

(b) Help Desk support hours and nominal response times:

(i) Normal Business Day ("NBD")
  • The NBD hours are defined as 8:30am – 5:30pm Eastern Time, Monday through Friday, except for the following Noblis holidays: New Year’s Day, Dr. Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day ("Holidays").
  • NBD excludes unscheduled closures of Noblis facilities.
  • During NBD hours, reasonable commercial effort will be made to answer Help Desk phone calls within 4 rings. Calls that are not answered will automatically be forwarded to the Help Desk voice mail.
  • Help Desk voice mail and e-mail messages received during NBD hours will be responded to as soon as possible, but no later than two NBD business hours from the time the message was received.
  • Service requests will be assigned to a technician, and troubleshooting will commence as soon as possible, but no later than four business hours from the time the call was received.

(ii) Outside Business Day ("OBD")
  • The OBD hours are defined as any hours that fall outside of the NBD range including weeknights, weekends, unscheduled closures of Noblis facilities and Holidays.
  • During OBD hours, all calls will automatically be forwarded to Help Desk voice mail.
  • Help Desk voice mail and e-mail messages received during OBD hours will be responded to as soon as possible, but no later than the next NBD.

Schedule B
Description of Customization Services

1. Subject to the Provisions for the one (1) specific acquisition identified in the Contract and based on the data and information provided by the Customer related to such acquisition (the “Acquisition”), Noblis will provide customization and advisory services to facilitate the acquisition process, as set forth below:

1.1 Set-up and customization of AcquTrak in connection with one (1) specific Acquisition.

1.2 Set-up and customization will be provided by Noblis at mutually agreed to times and locations. The material and content for use in connection with such set-up and customization shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Set-up and customization provided at Customer sites outside of the Washington, D.C. metropolitan area is not included under these Provisions.

1.3 Should Customer desire additional set-up and customization beyond that provided in 1.1, above (or set-up and customization at Customers sites outside the Washington, D.C. metropolitan area) such additional services may be made available through a written amendment to the Contract on a mutually agreed to schedule, at Noblis’ then standard fees, and terms and conditions.
AcquServeSM Service Provisions

1. Services

1.1 Subject to the terms and conditions set forth in the contractual document between the parties (the "Contract") and the terms and conditions set forth herein (collectively the "Provisions"), Noblis, Inc. ("Noblis") agrees to provide to the Customer named in the Contract the AcquServe software and services to assist in the acquisition as described in Schedule A, AcquServe and AcquServe Training and Support and Schedule B - Customization Services (collectively, the "Services" or "AcquServe").

1.2 Each Party shall designate a representative who shall be the principal point of contact between the parties for all matters relating to the services to be provided under these Provisions (the "Project Manager"). A Party may designate a new Project Manager by written notice to the other Party.

1.3 In the Contract the customer has selected one or more of the AcquServe packages described in Schedule A, Section 1.1.

2. License

Subject to the Provisions herein, Noblis hereby grants to Customer, and Customer hereby accepts, a limited, revocable, non-exclusive, non-transferable, non-assignable license to use AcquServe solely in connection with a single acquisition as specified in Schedule B - Customization Services. Customer’s use be for its internal business purposes only, and Customer shall not use AcquServe for the benefit of any third party. Except as expressly set forth herein, in no event shall Customer sell, resell, loan, share, distribute, sublicense or otherwise commercially exploit, permit use of, or grant access to AcquServe (or any other Intellectual Property, as defined in Section 3.1), either in whole or in part, to any third party, including, without limitation, any other department within the Customer’s business, agency, contractor, consultant or advisor. Customer acknowledges that this right to use AcquServe does not permit Customer to receive a copy of source or object code to AcquServe. All rights not expressly granted to Customer herein are reserved exclusively to Noblis.

3. Intellectual Property

3.1 Customer acknowledges and agrees that Noblis owns all right, title and interest in and to all intellectual property, including, without limitation, all copyright rights, patents, trade secrets, database rights and any other proprietary rights in and related to the AcquServe Services including without limitation any underlying databases, computer programs, algorithms, techniques, processes, methods, trade secrets, know-how or other related technology underlying or included in intellectual property (together, the "Intellectual Property"). Intellectual Property shall also include any and all derivatives, improvements, error corrections, bug fixes, patches, updates or other modifications, enhancements or extensions to AcquServe Services (including any of the foregoing that may result from the set-up and customization described in Section 5.3), and the order, sequence, arrangement and formatting of the data, generated by AcquServe Services. Intellectual Property shall not include the pre-existing data and information provided by Customer to Noblis as part of Customer Responsibilities. Except for the limited, non-exclusive rights expressly granted under these Provisions, nothing in these Provisions will confer any rights to Customer to use, copy or otherwise use any Intellectual Property except as designated approval authority for the acquisition ("Approval Authority"). Unless otherwise identified by Customer, Customer’s Project Manager as designated pursuant to Section 1.2 shall be deemed the Approval Authority.

3.2 Customer shall not use Noblis’ name or any Noblis product name, logo, trademark, service mark or other designation (including, without limitation, NOBLIS and NOBLIS Design Logo) (collectively, "Noblis Marks") in any manner, except to identify Noblis as the source of the Services provided hereunder, without the prior written consent of Noblis. Further, Customer shall not use any Noblis Marks in a manner to suggest Noblis endorsement or certification of Customer, including any of its products, services, or Acquisition.

3.3 Customer shall not remove, obliterate or cancel from view, any Noblis Mark, copyright, confidentiality or other proprietary notice, mark or legend appearing on any part of the Customization Services or AcquServe, including any results or output generated by AcquServe.

4. Customer Responsibilities and Representations

Customer is responsible for the following ("Customer Responsibilities"):

4.1 Customer is responsible for the following ("Customer Responsibilities"):

4.2 Provide Noblis with the name of the person (for example, contracting officer, contract manager, business manager) who will be the designated approval authority for the acquisition ("Approval Authority"). Unless otherwise identified by Customer, Customer’s Project Manager as designated pursuant to Section 1.2 shall be deemed the Approval Authority.

4.3 Provide a list of Customer’s personnel authorized to access and use AcquServe pursuant to the Provisions herein ("Authorized Users"), be registered by Noblis as Authorized Users. Provide contact information and the acquisition role of each Authorized User.

4.4 Provide and maintain (i) workstation hardware, software and peripheral devices, (ii) Internet access, (iii) telecommunications, (iv) Internet browser and (v) Internet service provider agreement (all of the foregoing, "Customer’s System") in working order, and for all Customer System related charges and expenses incurred by Customer to permit Customer to access and use AcquServe.

4.5 Coordination of IT security requirements as applicable to the use of AcquServe.

4.6 Complete acquisition requirements and acquisition documentation and other Customer data and documents as may be reasonably requested by Noblis.

4.7 Customer represents and warrants to Noblis that it is the sole owner of, or has all necessary rights to the data, information and all other materials provided to Noblis in connection with these Provisions, and that none of the foregoing infringe upon any third party trademark, patent, copyright, trade secret or other intellectual property, contract or proprietary right.

5. Other Terms and Conditions

5.1 Customer shall be solely responsible, at its own expense, for acquiring, installing and maintaining all equipment, hardware and software necessary and compatible for it to receive the Customization Services and access and use AcquServe. Noblis shall not be held liable for any interruption of the Services that is a result of the failure of Customer’s Internet environment or any other aspect of Customer’s System.

5.2 Noblis shall issue each Authorized User a user identification and password promptly upon Noblis’ receipt of such request and the information described in Section 4.3, from the Customer’s Approval Authority. Requests for the addition or removal of Authorized Users will be fulfilled by Noblis promptly upon Noblis’ receipt of a Customer’s Approval Authority’s request to the Help Desk (as described in Schedule A (AcquServe and AcquServe Training & Support)). Customer and
Authorized Users shall not provide, share, loan or sell user identification and password information to any person other than Authorized Users. Customer is responsible for maintaining the confidentiality of user identifications and passwords. Customer is responsible for all user identifications and passwords, whether or not actually or expressly authorized by Customer, including, without limitation, uses by Authorized Users. Customer further agrees that: (a) it shall disclose the user identifications and passwords only to the Authorized Users, (b) it shall instruct its Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves Customer’s employ, Customer will be responsible for informing Noblis in writing so that the user identification and password for the departing Authorized User can be de-activated.

5.3 Customer acknowledges and agrees that the time necessary for the initial set-up and customization of AcquServe in connection with Customer’s System will vary based on Customer’s System, and the Acquisition requirements and Acquisition documentation provided by the Customer to Noblis. Noblis requires a minimum of six (6) business weeks for such initial set-up and customization prior to the start of Customer’s access to and use of AcquServe. Such initial set-up and customization will be included in the Customization Services as set forth in Schedule B (Customization Services).

5.4 Customer acknowledges and agrees that there may be (a) periods of scheduled maintenance; and (b) periods of unscheduled maintenance or outages, when AcquServe may be degraded or not available for use by Customer. Noblis will make commercially reasonable efforts to notify Customer of scheduled maintenance at least one (1) week in advance of the scheduled maintenance and Noblis will work with the Customer to minimize disruption of AcquServe based on the Customer’s schedule of business activities. To the extent possible, if unscheduled maintenance is necessary or an outage occurs, Noblis will coordinate with the Customer to minimize disruption of AcquServe based on the Customer’s schedule of business activities. Recovery time for AcquServe will vary depending on the specific circumstances of the unscheduled maintenance or outage.

5.5 Noblis may engage Subcontractors (as defined below) to perform all or any portion of its obligations under these Provisions, provided that any such Subcontractor shall be subject to the terms hereof, and provided further that Noblis will remain responsible and liable for the performance of the Subcontractor in conformance with the relevant Provisions hereof. As used in these Provisions, “Subcontractor” shall mean any individual, partnership, corporation, firm, association, unincorporated organization, joint venture, trust or other entity engaged to perform hereunder.

5.6 Noblis may monitor, review and copy data on the Noblis server(s) supporting AcquServe regarding Customer’s usage of AcquServe to allow Noblis to assess compliance with the Provisions herein. Further, upon Noblis’ request, but not more than once quarterly, Noblis may view Customer’s records pertaining to Customer’s rights and obligations under these Provisions, provided any such viewing shall take place during business hours and shall not unreasonably interfere with Customer’s business activities.

5.7 Nothing in these Provisions shall be deemed to restrict or limit in any way, Noblis’ right to directly or indirectly market, license, use, or distribute its products and services (AcquServe including the Customization Services) anywhere in the world, to any other party.

5.8 Noblis shall not be held liable for any interruption of AcquServe and/or Customization Services AcquServe including AcquServe Training & Support that is a result of the failure of Noblis’ telecommunications, Internet access, electric power supply or any other conditions or events beyond Noblis’ control. Additionally, Noblis shall not be held liable for any system or data integrity issues caused by third party access and usage, whether proper or improper, of any specific AcquServe service (or application).

5.9 The Customer acknowledges that AcquServe or Customization Services is subject to U.S. government export control law and regulation. Customer agrees that in the event it seeks to make any use of the Customization Services and/or AcquServe (including AcquServe Training & Support) which constitutes an export under applicable U.S. government law and regulations, it assumes full responsibility for obtaining any necessary export licenses and approvals and for assuring compliance with applicable export control restrictions.

5.10 Third parties using the Services shall be subject to Noblis terms of use.

6. Term Termination and Payment

6.1 Services are sold in consecutive monthly increments as specified in the Contract. The Contract shall specify the number of consecutive months.

6.2 Noblis shall be paid by Customer the Fees specified in the Contract.

6.3 In the event that delays caused by Customer result in additional customization services or modifications to AcquServe (including AcquServe Training & Support), such additional services shall be payable by Customer to Noblis at Noblis’ then standard rates on a time and materials basis through a modification to the Contract which adds funding, value and dates of performance as applicable.

6.4 Upon expiration or mutual agreement of termination of AcquServe and/or Customization Services for any reason:

(a) Customer shall immediately cease accessing and using the Services and immediately return or destroy (at Noblis’ direction) any materials in its possession, in whatever form, containing any of Noblis’ Intellectual Property and/or confidential information, and certify in writing to Noblis that it has done so.

(b) Noblis shall return or destroy (at Customer’s direction) any materials in its possession, in whatever form, containing confidential information of Customer.

(b) Noblis shall be paid a pro rata portion of Fees based on the start and termination date. In no instance shall the pro rata payment be based on less than one (1) calendar week.

7. Amendment; Waiver; Severability

No amendment or modification of the Provisions, nor any waiver of any rights, will be effective unless assented to in writing by the party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. If, for any reason whatsoever, any one or more of the Provisions shall be found to be inoperative, invalid, or unenforceable in a particular circumstance or incapable to a particular person or other entity by a court of competent jurisdiction, such finding shall neither render such provision inoperative, invalid, unenforceable, or unenforceable. In such case, the parties shall promptly negotiate in good faith to replace that Provision with one that achieves the parties’ intended purpose but avoids the defect of the original clause.
Schedule A

Description of AcquServe and AcquServe Training & Support

1.0 AcquServe Description

1.1 AcquServe is a suite of software application packages (or services) customized to support an acquisition program from the solicitation phase through contract implementation and operation.

The AcquServe Solicitation Package is an integrated suite of services for use with the solicitation phase (pre-award) of an acquisition. This solution includes delivery and management of a customized portal for bidders, electronic document delivery and submission, secured hosting of all source selection sensitive data, compliance management interfaces, price table management interfaces, and automated error-checking and validation of bidder information.

The AcquServe Post-Award Servicing Package is an end-to-end solution for use with awarded contracts for managing a servicing agency business operation. This package is the most comprehensive AcquServe offering. This package bundles the MarketplaceMaker Package with two additional Pricer services (Billing Pricer and Customer Inventory Pricer) and adds the Contract Management Package. This solution is targeted to servicing agency business models managing telecommunications and network services contracts.

The AcquServe Marketplace Maker Package is a basic turnkey solution for use with awarded contracts for servicing agencies seeking to implement, operationalize, and manage a dynamic, competitive multi-vendor environment. This package bundles three Pricer services (Marketplace Pricer, Customer Contract Pricer, and Fee Analyzer) with the Contract Management Package. Marketplace Maker is adaptable to any type of services contract (i.e., telecommunications, information technology [IT], professional services, etc.) giving it wide applicability to many contracting programs.

The AcquServe Contract Management Package is a solution set designed to help contracting officials and program managers manage changes, modifications, and updates to an awarded contract throughout the entire life cycle of the program.

Each AcquServe package described above is licensed separately. Use of any AcquServe Package is not contingent upon the purchase and use of any other AcquServe Package.

1.2 Customer will be allowed to access and use AcquServe in connection with the Acquisition specified in accordance with Schedule B (Customization Services) and for the number of concurrent Authorized Users, pursuant to the Provisions.

2.0 AcquServe Training & Support

In connection with the license to use AcquServe, Noblis will provide AcquServe Training & Support as described below:

2.1 Up to four (4) training sessions for AcquServe will be provided by Noblis at mutually agreed to times. The AcquServe Training may be conducted remotely from the Noblis headquarters facility or conducted at a Customer-furnished site in the Washington DC Metropolitan Area or the Noblis headquarters facility. Training material, classroom equipment & environment, duration of training and training content shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Should the Customer desire training outside the Washington DC Metropolitan Area, Noblis shall be reimbursed for its travel expenses in accordance with commercially accepted travel practices. Should Customer desire additional training hours or training sessions, the additional training may only be made available on a mutually agreed to schedule at Noblis’ then standard fees, and terms and conditions through a written modification to the Contract.

2.2 Customized training guides;

2.3 Help Desk Support consisting of:

(a) The Help Desk may be contacted by telephone or e-mail for the Customer to make service requests. Requests received are documented in a ticket tracking system and escalated as needed to appropriate Noblis staff for resolution.

(b) Help Desk support hours and nominal response times:

(i) Normal Business Day (“NBD”)
   • The NBD hours are defined as 8:30am – 5:30pm Eastern Time, Monday through Friday, except for the following Noblis holidays: New Year’s Day, Dr. Martin Luther King Jr. Holiday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, and Christmas Day (“Holidays”).
   • NBD excludes unscheduled closures of Noblis facilities.
   • During NBD hours, reasonable commercial effort will be made to answer Help Desk phone calls within 4 rings. Calls that are not answered will automatically be forwarded to the Help Desk voice mail.
   • Help Desk voice mail and e-mail messages received during NBD hours will be responded to as soon as possible, but no later than two NBD business hours from the time the message was received.
   • Service requests will be assigned to a technician, and troubleshooting will commence as soon as possible, but no later than four business hours from the time the call was received.

(ii) Outside Business Day (“OBD”)
   • The OBD hours are defined as any hours that fall outside of the NBD range including weekends, holidays, unscheduled closures of Noblis facilities and holidays.
   • During OBD hours, all calls will automatically be forwarded to Help Desk voice mail.
   • Help Desk voice mail and e-mail messages received during OBD hours will be responded to as soon as possible, but no later than the next NBD.

Schedule B

Description of Customization Services

1. Subject to the Provisions for the one (1) specific acquisition identified in the Contract and based on the data and information provided by the Customer related to such acquisition (the “Acquisition”), Noblis will provide customization and advisory services to facilitate the acquisition process, as set forth below:

1.1 Set-up and customization of AcquServe in connection with one (1) specific Acquisition.

1.2 Set-up and customization will be provided by Noblis at mutually agreed to times and locations. The material and content for use in connection with such set-up and customization shall be determined solely by Noblis and is based on the Customer-furnished Acquisition requirements and documentation. Set-up and customization provided at Customer sites outside of the Washington, D.C. metropolitan area is not included under these Provisions.

1.3 Should Customer desire additional set-up and customization beyond that provided in 1.1, above (or set-up and customization at Customers sites outside the Washington, D.C. metropolitan area) such additional services may be made available through a written amendment to the Contract on a mutually agreed to schedule, at Noblis’ then standard fees, and terms and conditions.

Noblis, Inc.
MAS Information Technology

Contract Number GS-35F-0950W 33
This License Agreement ("License Agreement"), including all of its exhibits and schedules attached hereto or referenced herein, as agreed to by the parties (collectively, the "Agreement") is effective as of the date set forth in the Order Form or on the awarded Order to Noblis. This Agreement sets forth the terms and conditions under which Noblis will make available certain Support Services and Software (as defined below), Subscriber will be permitted to use and access such Support Services and Software under the terms of the Agreement.

1. License and Services

1.1 Subject to the terms and conditions set forth herein, including Subscriber’s payment of Fees, Noblis, Inc. (Noblis) hereby grants to Subscriber a limited, revocable, non-exclusive, non-transferable, non-assignable right during the Term to access and use the Software and Documentation described in Schedule A (the “Software”) solely to the extent necessary to operate the Software in accordance with the Documentation. The total number of authorized users will not exceed the number set forth in Schedule A (each a “Grant Applicant” and "Authorized User"), except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder. Noblis hereby grants to Subscriber a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely in connection with Subscriber’s use of the Support Services and Software. Documentation means any manuals, instructions, or other documents or materials that Noblis provides or makes available to Subscriber in any form or medium from time to time, and which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof (the “Documentation”).

1.2 Noblis shall provide the necessary passwords and network links or connections to allow Subscribers to access the Software within time frame stated in the Order Form or quote following the Effective Date. The Software shall be provided “as-is” and without any warranties other than those specifically set forth in this Agreement. Subscriber has no right to seek a refund of any kind. At the end of the Term or upon termination of any this Agreement, Noblis may terminate Subscriber’s access to the Software without any liability.

2. Subscriber Responsibilities and Representations

2.1 Subscriber is responsible and liable for all uses of the Software and Documentation resulting from access provided by Subscriber, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Subscriber is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Subscriber will be deemed a breach of this Agreement by Subscriber. Subscriber shall take reasonable efforts to make all Authorized Users aware of this Agreement's provisions and the Documentation as applicable to such Authorized User's use of the Software and shall cause Authorized Users to comply with such provisions.

2.2 Subscriber is responsible for maintaining the confidentiality of user identifications and passwords. Subscriber further agrees that it shall (a) disclose the user identifications and passwords only to the Authorized Users, (b) it shall instruct its Authorized Users to protect the user identifications and passwords against disclosure to third parties; and (c) if an Authorized User leaves Subscriber’s employ, Subscriber will be responsible for deactivating the user identification and password.

2.3 Subscriber shall be solely responsible, at its sole cost and expense, for acquiring, installing and maintaining all equipment, hardware and software necessary and compatible for it to access and use the Software including: (i) workstation hardware, software and peripheral devices, (ii) Internet access, (iii) telecommunications, (iv) Internet browser and (v) Internet service provider agreement (all of the foregoing, “Subscriber’s System”). Seller shall not be responsible for the inability of Subscriber’s system to operate and use the Software including as a result of any interruption or failure of telecommunications, Internet access, electric power supply or any other conditions or events beyond Noblis’s control.

2.4 Subscriber represents and warrants that it is the sole owner of, or has all necessary rights to the data, information and all other materials provided to Noblis in connection with these provisions, and that none of the foregoing infringe upon any third-party trademark, patent, copyright, trade secret or other intellectual property, contract or proprietary right or violate any applicable law (“Subscriber Data”). Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Subscriber Data. Subscriber represents that it has the right to authorize and hereby does authorize Noblis to collect, store and process Subscriber Data subject to the terms of this Agreement.

2.5 Subscriber agrees that it will not exceed the maximum allowed usage (e.g., images, documents, storage or Authorized Users) for such Software as specified in the applicable Schedule (“Scope Limitations”).
3. **Intellectual Property**

3.1 Subscriber acknowledges and agrees that Noblis owns all right, title and interest in and to all intellectual property rights, including, without limitation, all copyright, patents, trade secrets, database rights and any other proprietary rights in and to the Software and related Documentation and any underlying databases, computer programs, algorithms, techniques, processes, methods, trade secrets, know-how or other related technology (together, the “Intellectual Property”). Intellectual Property shall not include Subscriber Data. Intellectual Property shall include any and all derivatives, improvements, error corrections, bug fixes, patches, updates or other modifications, enhancements or extensions to the Software (including any of the foregoing that may result from any Support Services); and the order, sequence, arrangement and formatting of the data, generated by the Software. Except for the license grant in Section 1.1 herein, nothing in this Agreement shall be construed to grant to Subscriber any right in or to the Intellectual Property.

3.2 If Subscriber or any of its employees or contractors or authorized users sends or transmits any communications or materials to Noblis by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or related Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Noblis is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Subscriber hereby assigns to Noblis on Subscriber’s behalf, and on behalf of its employees, contractors, authorized users and/or agents, all right, title, and interest in the Feedback, and Noblis is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Noblis is not required to use any Feedback.

3.3 Subscriber agrees to take reasonable steps to prevent unauthorized use, access, copying or disclosure of the Intellectual Property and shall promptly notify Licensor of any known, threatened or suspected infringement or unauthorized use of the Intellectual Property (or any component thereof) by any third party. Noblis, in its sole discretion, shall determine what action, if any, should be taken in response to any such infringement or unauthorized use. Subscriber shall cooperate with all reasonable requests for assistance in connection with all of the foregoing.

3.4 Subscriber shall not use Noblis’ name or any Noblis product name, logo, trademark, service mark or other designation (collectively, “Noblis Marks”) in any manner, except to identify Noblis as the source of the Products and Documentation and services provided hereunder, without the prior written consent of Noblis.

3.5 Subscriber shall not remove, obliterate or cancel from view, any Noblis Mark, copyright, confidentiality or other proprietary notice or legend appearing on any part of the Software, including any results or output generated by the Software.

4. **Fees and Payment**

4.1 Subscriber shall pay Noblis the fees (“Fees”) set forth in Schedule A without offset, deduction, or withholding. Subscriber shall make all payments hereunder within thirty (30) days of receipt of an invoice.

4.2 All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Noblis’ income.

5. **Term and Termination**

5.1 The term of this Agreement begins on the Effective Date and will continue for the duration of the term as specified in the Order Form and/or awarded Order (the “Term”).

5.2 Upon expiration or termination of this Agreement, the license granted hereunder will also terminate, and, without limiting Subscriber's obligations under Section 6, Subscriber shall cease using and delete, destroy, or return all copies of the Software and related Documentation and any materials in whatever form, containing any of Noblis’ Intellectual Property and/or Confidential Information and certify in writing to Noblis that the Software and related documentation has been deleted or destroyed. No expiration will affect Subscriber's obligation to pay all Fees that may have become due before such expiration or entitle Subscriber to any refund.

5.3 This Section 5 and Sections 3, 4, 6, 7, 8 and 9 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

6. **Confidential Information**

6.1 From time to time during the Term, Noblis may disclose or make available to Subscriber information about its business affairs, Products, confidential intellectual property, trade secrets, third-party confidential information (including Noblis), and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). The Subscriber shall not disclose any Confidential Information to any person or entity, except to Subscriber’s employees who have a reasonable need to know the Confidential Information for Subscriber to exercise its rights or perform its obligations hereunder. Subscriber’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to Subscriber; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Warranty Disclaimer**

7.1 Noblis warrants the Software will perform substantially as described in the Documentation for the duration of the Term. If it does not, and Subscriber notifies Noblis within the warranty term, then Noblis will, at its option, (1) return the price Subscriber paid for the Software license or (2) repair or replace the Software.

7.2 The Software is protected by copyright laws, as well as other intellectual property laws. Noblis warrants that it has sufficient rights to provide access to the Software in accordance with this Agreement. However, due to the complex nature of software and digital services, Noblis does not warrant that the Software is completely error-free, will operate without interruption, is compatible with all equipment and software configurations, or will otherwise meet the Subscriber’s needs.
9. No blis may monitor, review and copy data on the server(s) supporting the Software regarding Subscriber’s and its Authorized Users usage of the Software. Further, upon No blis’s request, but not more than once quarterly, No blis may view Subscriber’s records pertaining to Subscriber’s rights and obligations under this Agreement, provided any such viewing shall take place during business hours and shall not unreasonably interfere with Subscriber’s business activities.

9.3 Nothing in this Agreement shall be deemed to restrict or limit in any way, No blis’ right to directly or indirectly market, license, use, or distribute its Products and services including the Software anywhere in the world, to any other party.

10. Miscellaneous

10.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Schedules and Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Schedules, and any other documents incorporated herein by reference, the following order of precedence governs: (a) first, this Agreement, excluding its Exhibits; (b) second, the purchase order, if any, (c) third, Schedules to this Agreement as of the Effective Date; and (d) fourth, any other documents incorporated herein by reference.

10.2 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege arising from this Agreement or (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a “Notice”) must be in writing and addressed to the parties at the addresses set forth in the Order (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile, or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the Notice has complied with the requirements of this Section.

10.4 Force Majeure. In no event shall No blis be liable to Subscriber, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond No blis’ reasonable control, including but not limited to acts of God, pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages, power shortages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. This provision does not relieve Subscriber from any obligation to pay fees.
10.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with applicable federal law. Subject to applicable federal law, any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States, and each Party irrevocably submits to the exclusive jurisdiction of the federal courts in any such suit, action, or proceeding.

10.7 Assignment. Subscriber may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise. Any purported assignment, transfer, or delegation in violation of this Section is null and void. Noblis may assign the License Agreement to Noblis without written consent from the Subscriber.

10.8 Export Regulation. The Software may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Subscriber shall not, directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Subscriber shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

10.9 US Government Rights. Each of the Documentation and the Software is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Subscriber is an agency of the US Government or any contractor therefor, Subscriber only receives those rights with respect to the Software and Documentation as are granted under this Agreement. For additional terms applicable to agencies of the US Government please see Schedule C.

10.10 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Error! Bookmark not defined.6 or, in the case of Subscriber, Section 1.2, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

Schedule A
Software/Authorized Users/Fees

Software: RunGrants™ Software is a proprietary cloud-based application that can be used throughout an entire program life cycle. It may include manuals, instructions, or other documentation as provided by Noblis from time to time ("Documentation").

Authorized Users: The Software will be provisioned to support up to the number of authorized users based on the Level of Service Tier purchased (e.g. Core, Premium, Enterprise) identified in the Product Description and identified by Subscriber designated email domain names.

Fees: The monthly recurring fees stated in the Order will be billed monthly to cover the previous month’s subscription. Additional fees will be negotiated and charged for additional user accounts above those specified in the Order From.

Use Limit: Software configuration will support a limited number of Applications (Schedule D), Users, Reviewers, and Administrators.

One-Time Configuration:

Inclusions: This phase consists of (1) meeting with clients to identify their requirements and business processes, (2) acquiring specific client data, (3) configuring the application to match client needs, (4) setting up the hosting environment, (5) conducting user acceptance testing, and (6) launching the application.

Duration: The typical duration is 12 weeks but may vary depending on client needs and availability.

CORE SUBSCRIPTION:

Maximum number of Grant Applications per Year: 1000
Maximum number of Authorized Users: 1500

Included Features:
- Solicitations & Topics management
- Application Submission
- Application Evaluation
- Application Selection
- Automated Workflows
- Reporting & Dashboards
- Automated Notifications

PREMIUM SUBSCRIPTION:

Maximum number of Grant Applications per Year: 3000

Included Features:
- Solicitations & Topics management
- Application Submission
- Application Evaluation
- Application Selection
- Automated Workflows
- Reporting & Dashboards
- Automated Notifications
Maximum number of Authorized Users: 5000

Included Features: All CORE Subscription features in addition to
- Project Plans
- Project Expenditures
- Project Financials
- Contracts & Mods
- Project Closeout
- Action Items

ENTERPRISE SUBSCRIPTION:

Maximum number of Grant Applications per Year: Unlimited

Maximum number of Authorized Users: Unlimited

Included Features: All PREMIUM Subscription features in addition to:
- Program Budget Planning
- Peer Review Portal
- Document Review Portal
- Meeting Management
- Real-time Chat
- Scheduled Notifications
- Records Management
- Metadata Full Text Search
- Document Full Text Search

Schedule B

Description of Software/Support Services

Subject to the provisions herein, Noblis will provide the following support services (the “Support Services”) to facilitate the setup and configuration of the Software, as set forth below:

1.1 Software application setup and configuration will be supported in collaboration with Subscriber and provided by Noblis at mutually agreed upon times and via remote collaboration. The Subscriber’s production environment is made available after the application of Subscriber specific configuration. The material and content for use in connection with such configuration shall be determined solely by Noblis and is based on the Subscriber-furnished requirements and documentation. Onsite set-up and configuration provided at Subscriber sites is not included.

1.2 Development and configuration of the Software ontologies are not performed as part of the Support Services. All support activities related to configuring and tuning of the Software harvesting, aggregation, and visualization of open source information are outside the scope of the Support Service.

1.3 Software system support is limited to service desk remote support. The Software service desk may be contacted by e-mail for the Subscriber to make service requests. Requests received are documented in a ticket tracking system and escalated as needed to appropriate Noblis staff for resolution. Service Desk support hours and nominal response times as follows:

- The Normal Business Day (“NBD”) hours are defined as 9:00am – 5:00pm Eastern Time, Monday through Friday, except for Federal holidays (“Holidays”). NBD excludes unscheduled closures of Noblis facilities. Service Desk e-mail messages received during NBD hours will be acknowledge and assigned to appropriate representatives to provide Subscriber support. Service requests will be assigned to a technician, and Subscriber will be notified when troubleshooting will commence. If Noblis determines, in its sole discretion, that the Subscriber’s inquiries seek re-engineering of its business processes or other guidance outside the scope of standard help desk support, the Subscriber will be informed that such consulting service may be provided only under a separate consulting services contract at an additional charge.

- The Outside Business Day (“OBD”) hours are defined as any hours that fall outside of the NBD range including weeknights, weekends, unscheduled closures of Noblis facilities and Holidays. Service Desk e-mail messages received during OBD hours will be acknowledged by the next NBD day and addressed during the NBD.

Should Subscriber desire additional support, services may be made available on a mutually agreed to schedule, at Noblis’ then standard fees, and terms and conditions. Absent a separate written agreement between the parties under the provisions, Noblis is under no obligation to provide such additional services.

1.4 Additional customization services may be made available on a mutually agreed to schedule, at Noblis’ then standard fees, and terms and conditions. Absent a separate written agreement between the parties under the provisions, neither Noblis nor Noblis is under obligation to provide such additional services.

Schedule C

APPLICABLE ONLY TO U.S. GOVERNMENT USERS/MEMBERS

1. No endorsement: Noblis agrees that Subscriber’s seals, trademarks, logos, service marks, trade names, and the fact that Subscriber uses the Software and Support Services, shall not be used by Noblis in such a manner as to state or imply that Noblis’s Products or services are endorsed, sponsored or recommended by Subscriber or by any other element of the Federal Government, or are considered by Subscriber or the Federal Government to be superior to any other Products or services. Noblis agrees not to display any Subscriber or government seals, trademarks, logos, service marks, and trade names on the Noblis website unless permission to do has been granted by the Subscriber or by other relevant federal government authority. Noblis may list the Subscriber's name in a publicly available Subscriber list on its homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third party name.
2. Security: Noblis will, in good faith, exercise due diligence using generally accepted commercial business practices for IT security, to ensure that systems are operated and maintained in a secure manner, and that management, operational and technical controls are employed to ensure security of systems and data. An SAS 70 Type II audit certification will be conducted annually, and Noblis agrees to provide Subscriber with the current SAS 70 Type II audit certification upon the agency's request. Noblis agrees to discuss implementing additional security controls as deemed necessary by Subscriber to conform to the Federal Information Security Management Act (FISMA), 44 U.S.C. 3541 et seq.

3. Federal Records: Subscriber acknowledges that use of the Support Services and Software may require management of Federal records. If Noblis holds Federal records, the Subscriber and the Noblis must manage Federal records in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all Federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer.

4. Intellectual property ownership: The Software and Documentation, are commercial in nature and were not first produced in the performance of any government contract. Accordingly, the data, software and documentation available through the Software are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to Subscriber end users (a) only as Commercial Items and (b) with only those rights as are granted to other end users pursuant to the terms and conditions herein or in the Agreement. For any use of the Software or data that would require compliance by Noblis with a particular government requirement not identified herein or that would affect Noblis’ rights, the applicable government entity, agency, or office must notify Noblis of said government requirement and obtain a waiver or exemption from such requirements for the benefit of Noblis before any government access to the Noblis Software. In the event of a dispute regarding the commerciality of the Software, the Software shall be provided to the Subscriber with RESTRICTED RIGHTS and any related technical data with LIMITED RIGHTS. Use, duplication, or disclosure by the Subscriber is subject to restrictions as set forth in subparagraph (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at D.F.A.R.S. 252.227-7013, subparagraph (g) of the Rights in Data – General clause at 48 C.F.R. 52.227-14, or subparagraphs (b)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 C.F.R. 52.227-19, as applicable.

5. Precedence; Further Amendments: If there is any conflict between this Schedule and the Agreement, or between this Schedule and other terms, rules or policies on the Noblis website or related to its Software or Support Services, this Schedule shall prevail. This Schedule constitutes an amendment to the Agreement; any language in the Agreement indicating it may not be modified or that it alone is the entire agreement between the parties is waived. Any further amendment must be agreed to by both parties.

6. Additional Items for discussion and possible inclusion in this Amendment: Noblis understands current federal law, regulation and policy may affect Subscriber’s use of the Noblis Software and Support Services in ways not addressed in the list of clauses above.
### Schedule D
#### Supported Applications

<table>
<thead>
<tr>
<th>Desktop</th>
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<tbody>
<tr>
<td>Microsoft Edge</td>
<td>Latest stable version supported</td>
</tr>
<tr>
<td>Mozilla Firefox</td>
<td>Latest stable version supported</td>
</tr>
<tr>
<td>(all platforms)</td>
<td></td>
</tr>
<tr>
<td>Google Chrome</td>
<td>Latest stable version supported</td>
</tr>
<tr>
<td>(Windows and Mac)</td>
<td></td>
</tr>
<tr>
<td>Safari (Mac)</td>
<td>Latest stable version on latest OS release supported</td>
</tr>
<tr>
<td>Microsoft</td>
<td>Version 11 supported (out of support starting June 15, 2022)</td>
</tr>
<tr>
<td>Internet Explorer</td>
<td>(Windows)</td>
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<tr>
<td>(Windows)</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobile</th>
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<tbody>
<tr>
<td>Mobile Safari</td>
<td>Latest stable version supported</td>
</tr>
<tr>
<td>(iOS)</td>
<td></td>
</tr>
<tr>
<td>Chrome</td>
<td>Latest stable version supported</td>
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<tr>
<td>(Android and iOS)</td>
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