General Services Administration
Federal Supply Service

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST

Multiple Award Schedule – MAS
Information Technology

Information Technology Software
511210 Software Licenses – 7030
54151 Software Maintenance Services – J070

Information Technology Training
611420 IT Training – V012

Miscellaneous Complimentary SINs
OLM Order Level Materials

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs

Seattle Software Ltd. d/b/a
Orbus Software
60 Buckingham Palace Road, 4th Floor
London SW1W 0RR
UNITED KINGDOM
t. 212-634-9535
f. 212-634-9535
enquiries@orbussoftware.com
www.orbussoftware.com

Contract Number: GS-35F-085CA

Period Covered by Contract 01 December 2019 through 30 November 2024

Pricelist current through Modification #PS-0019 dated 28 July 2020

Products and ordering information in this Authorized FAS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service’s Home Page via the Internet at http://www.gsa.gov/fas.
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CUSTOMER INFORMATION

Customer Information:

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

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<th>DESCRIPTION</th>
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<td>511210</td>
<td>Software Licenses</td>
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<td>Software Maintenance Services</td>
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<td>611420</td>
<td>IT Training</td>
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OLM Order Level Materials

1b. Lowest Priced Service and Price for each Service Rate: See Price List Page 11.

1c. SERVICES OFFERED:

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
<td>$500,000</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
<td>$500,000</td>
</tr>
<tr>
<td>611420</td>
<td>IT Training</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE - The geographic scope of this contract is Domestic - the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities; and Overseas - delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. QUANTITY DISCOUNT: None
8. **PROMPT PAYMENT TERMS:** Net 30 Days

9a. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO- PURCHASE THRESHOLD.**

9b. **GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO- PURCHASE THRESHOLD.**

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:**

11b. **EXPEDITED DELIVERY:** Contact Contractor

11c. **OVERNIGHT AND 2-DAY DELIVERY:** Contact Contractor

11d. **URGENT REQUIREMENTS:** Contact Contractor

12. **F.O.B. POINT:** Destination

13a. **ORDERING ADDRESS:**

   ORBUS SOFTWARE  
c/o GSA Order Processing  
60 Buckingham Palace Road, 4th Floor  
London SW1W 0SR UK  
Phone 212-634-9535 / 703-270-8893  
Fax 212-634-9535  
www.enquiries@orbussoftware.com

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

14. **PAYMENT ADDRESS:**

   ORBUS SOFTWARE  
ATTN: Accounts Payable - GSA  
60 Buckingham Palace Road, 4th Floor  
London SW1W 0SR UK  
Phone 212-634-9535 / 703-270-8893  
Fax 212-634-9535

15. **WARRANTY PROVISION:** Standard Commercial Warranty

16. **EXPORT PACKING CHARGES:** Not Applicable

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:** Contact Contractor
18. TERMS AND CONDITIONS OF RENTAL: Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Contact Contractor

20. TERMS AND CONDITIONS OF REPAIR PARTS: Contact Contractor

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Contact Contractor

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Contact Contractor

22. LIST OF PARTICIPATING DEALERS: Not Applicable

23. PREVENTIVE MAINTENANCE: Contact Contractor

24a. SPECIAL ATTRIBUTES: Not Applicable

24b. SECTION 508 COMPLIANCE INFORMATION: Not Applicable

25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: 739436926

26. SEATTLE SOFTWARE (ORBUS) IS CURRENTLY REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
1. **INSPECTION/ACCEPTANCE**
   The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

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

3. **TECHNICAL SERVICES**
   The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 866-279-2484 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00am to 6:00 pm EST.

4. **SOFTWARE MAINTENANCE**
   a. Software maintenance service shall include the following:
      Technical support assistance, software product updates and software product upgrades
   b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. **PERIODS OF MAINTENANCE (54151)**
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
   b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
   c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

6. UTILIZATION LIMITATIONS - (511210, AND 54151)

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

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

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

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

(3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

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

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

9. RIGHT-TO-COPY PRICING
Contractor does not offer Right-To-Copy licensing.
1 INTRODUCTION

1.1 This Software Product License and Maintenance Agreement (the "Agreement") sets out the terms and conditions the parties have agreed in relation to licensing and maintenance of the Software.

2 DEFINITIONS

In this Software Product License and Maintenance Agreement (this "Agreement"), unless the context otherwise requires or unless expressly stated otherwise within the Agreement, the following words have the following meanings:

2.1 "Annual Maintenance Fee" means the annual charge for the Maintenance service.
2.2 "Confidential Information" means in respect of each party, any data and information relating to or belonging to that party or any other third party, which is represented to be proprietary or confidential or is by its nature proprietary or confidential, disclosed by or on behalf of such party to the other by any means or otherwise obtained by the other party in relation to or in connection with this Agreement.
2.3 "Customer" means the party named as the customer in this Agreement.
2.4 "Documentation" means the documentation that is supplied by SEATTLE SOFTWARE with the Software. Installation documents will be supplied, however user documentation will be hosted online in the Orbus "Learning Center".
2.5 "Force Majeure Event" means anything outside the reasonable control of a party, including acts of God, strikes by employees of the Customer or any third party, acts or omissions of any government or government agency (including laws, regulations, disapprovals or failures to approve), unavoidable accident, explosion, public mains electrical supply failure, sabotage, riot, civil disturbance, insurrection, epidemic, national emergency, act of terrorism or act of war (whether declared or not), but does not include a lack of funds for any reason or any other inability to pay.
2.6 "Initial Invoice" means the original invoice issued by SEATTLE SOFTWARE to Customer for the initial licensing of the software.
2.7 "Licence" shall have the meaning set forth at Clause 3.1
2.8 "Maintenance" means the maintenance service provided by SEATTLE SOFTWARE to Customer in relation to the Software as further described at Clause 5.
2.9 “Proprietary Materials” means the Software, Documents and any other information, documents or materials of whatsoever nature provided or created by or on behalf of SEATTLE SOFTWARE in connection with this Agreement including (without limitation) as part of the Maintenance.
2.10 “SEATTLE SOFTWARE” means Seattle Software Limited registered in England, with Company Number 5196435, trading as “Orbus Software”.
2.11 “Software” means the software product or products listed on the Initial Invoice in object code form only, including any modifications or releases to that Software.
2.12 “Software License Fee” means the license fee for the Software specified in the Initial Invoice.

3 GRANT OF LICENCE
3.1 Subject to and in consideration of Customer paying the Software Licence Fee and the Annual Maintenance Fee and complying with all of the terms of this Agreement, SEATTLE SOFTWARE hereby grants to Customer a perpetual, personal, worldwide, non-exclusive, non-transferable license to use the Software and Documentation on and subject to the terms of this Agreement (the “Licence”).
3.2 The Licence shall commence upon the delivery to Customer of the Software and shall terminate upon termination of this Agreement (howsoever caused), including termination pursuant to Clause 15.
3.3 If Customer wishes to upgrade or change the Software then Customer must inform SEATTLE SOFTWARE in writing. SEATTLE SOFTWARE will then issue a licence for the upgraded or changed Software after receiving payment of any applicable licence or administrative fee from Customer.
3.4 Customer may not use the Software or Documentation other than as specified in this Agreement without the prior written consent of SEATTLE SOFTWARE and Customer acknowledges that additional fees may be payable on any change of use approved by SEATTLE SOFTWARE.
4 RESTRICTIONS AND SCOPE

4.1 The license to use the Software and Documents is limited in scope. The Licence can only be used:

(a) in object code form for Customer’s internal business purposes and for no other purpose;
(b) by the number of users as set out in the Initial Invoice (or as otherwise subsequently agreed to in writing by SEATTLE SOFTWARE), on a per nominated user basis;
(c) in the case of an on premises installation, on one server as agreed between the parties, except that Customer may use the Software on multiple servers as part of Customer’s data backup, archiving, quality assurance, disaster recovery, internal testing, and business continuity plan. It is also understood and agreed that Customer can make the necessary number of copies it needs in connection with the transfer, migration, distribution, and/or movement of the Software between hardware and/or servers that the Software is designed to be installed and/or run on. Customer may request changes to the nominated server and such change is subject to the prior written approval of SEATTLE SOFTWARE. Customer may also use a second server on a temporary basis for internal testing or disaster recovery only.

4.2 The Software is licensed on a per nominated user basis. The Software may not be accessed by more users than Customer has paid for. Customer shall inform SEATTLE SOFTWARE of those of its employees, agents, consultants, representatives and contractors permitted to use the Software upon SEATTLE SOFTWARE’s request. Customer shall not be permitted to let any person who is not an employee, agent, consultant, representative or contractor of Customer use the Software. Customer shall not be entitled to any rebate, discount or refund if the Software is actually used by fewer users than the number paid for by Customer.

4.3 Customer expressly agrees and acknowledges that any use not in accordance with Clauses 4.1 or 4.2, shall be deemed to be an unauthorised use of the Software.

4.4 Customer shall not:

(a) rent, lease sub-license, loan, assign, sell, transfer, pledge or charge, the Software or Documentation without SEATTLE SOFTWARE's prior written consent;
(b) translate, merge, adapt, vary, alter or modify the whole or any part of the Software or Documentation without SEATTLE SOFTWARE's prior written consent;
(c) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software or otherwise translate the object code or make any use of the source (human readable format) code or replicate or attempt to replicate the function of the Software nor in each case attempt to do any such
thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by Customer during such activities (i) is used only for the purpose of achieving inter-operability of the Software with another software program; (ii) is not unnecessarily disclosed or communicated without SEATTLE SOFTWARE’S prior written consent to any unaffiliated third party; and (iii) is not used to create any software which is substantially similar to the Software.

4.5 Customer shall:

(a) not copy the whole or any part of the Software or Documents or permit them to be copied except as permitted in Section 4.1;
(b) ensure that all copies remain under Customer’s control at all times and that an accurate record is maintained of the number and location of copies; and
(c) ensure that all of SEATTLE SOFTWARE’s copyright and proprietary notices are not removed or concealed.

4.6 Customer shall take all reasonable precautions to safeguard the Software and Documentation, including protecting against unauthorised access by unaffiliated third parties. Customer shall take all commercially reasonable steps to ensure that all employees, agents, consultants, representatives and contractors authorised to use the Software and Documentation do so in full compliance with the terms of this Agreement.

5 SOFTWARE MAINTENANCE

5.1 SEATTLE SOFTWARE shall provide to Customer Maintenance services in relation to the Software (“Maintenance”). The Maintenance to be offered is further described in SEATTLE SOFTWARE’S Support Services Statement.

5.2 SEATTLE SOFTWARE shall bill an Annual Maintenance Fee in advance as set out in the Initial Invoice and payment shall be made by the Customer in advance of the first day of the month in which the renewal date occurs. The fee is based on a sum that is equal to 20% of the then current RRP of the Software supplied.

5.3 The Maintenance shall commence on the date of this Agreement and shall continue for an initial term of one year (unless otherwise stated on the Initial Invoice). On each successive anniversary of such date (or other period stated on the Initial Invoice), the term will be renewed by prior, mutual consent in writing and the annual fee for the following year shall be invoiced in advance of the anniversary date.

5.4 The Maintenance will continue to be provided until terminated by either party upon at least ninety (90) days' written notice expiring on an anniversary of the commencement of the
Maintenance. Payments for Maintenance are not prorated or refunded for any purported termination of the Maintenance prior to the end of any term, whether or not the service is provided during this period.

5.5 SEATTLE SOFTWARE reserves the right to refuse to provide the Maintenance at any time (without any obligation to cease charging or to refund any monies paid by Customer) if:

(a) Any Maintenance is carried out by any person other than SEATTLE SOFTWARE, including any attempt by any person to correct any defects or remove any errors in the Software;
(b) Any development, enhancement or variation of the Software is carried out other than by SEATTLE SOFTWARE;
(c) Customer is not using the latest version of the Software within twelve (12) months after the release of such updated version is notified in writing and made available to Customer;
(d) Customer fails or refuses to implement any releases or changes in relation to the Software issued by SEATTLE SOFTWARE as set forth under Clause 7.3;
(e) Customer is in material breach of any of the terms of this Agreement relating to the Licence; or
(f) Customer fails to make timely payment of the Annual Maintenance Fee subject to notice obligations contained in Section 6.5.

5.6 SEATTLE SOFTWARE shall not be liable for any loss or liability arising in relation to or in connection with the Software in respect of any of the circumstances set out at Clauses 5.5(a) to (f)

5.7 New versions of the Software may require new versions of other related software and may require additional or different computer equipment in order to function. Provisions of such new versions of related software or such computer equipment is not covered by this Agreement.

5.8 If Customer terminates Maintenance, if subsequently Customer wants to reinstate Maintenance at a later date, Customer shall pay the Maintenance Fee payable from the date of original termination.

6 PRICE, PAYMENT AND EXPENSES

6.1 SEATTLE SOFTWARE shall bill Customer the Software Licence Fee and the Annual Maintenance Fee in accordance with section 6.4.

6.2 All sums payable under this Agreement are exclusive of VAT or any other applicable local sales taxes, for which Customer shall be responsible.

6.3 Customer shall not be liable to SEATTLE SOFTWARE for any expenses paid or incurred by SEATTLE SOFTWARE unless it is: reasonable, approved in advance in writing by Customer.
SEATTLE SOFTWARE shall provide Customer with reasonable documentation evidencing all such approved reasonable expenses, and for such expenses, agree to abide by Customer’s travel and expense reimbursement policies which shall be made available to SEATTLE SOFTWARE in connection with the execution of this Agreement.

6.4 Customer shall pay the undisputed amount on each invoice properly submitted hereunder within seven (7) days of receipt thereof.

6.5 If Customer fails to make any payment due to SEATTLE SOFTWARE under this Agreement by the due date for payment then, without prejudice to any other right or remedy, Customer shall pay interest on the overdue amount at the rate of three per cent (3%) per annum above HSBC’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount and any accrued interest, whether before or after judgment.

6.6 SEATTLE SOFTWARE may elect to vary the Maintenance Fee by giving to the Customer not less than 30 days’ written notice of the variation expiring on any anniversary of the date of execution of this Agreement, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the charges during the term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

6.7 Notwithstanding the above provisions for late payment, if any payment due to SEATTLE SOFTWARE under this Agreement is overdue or not paid, then after fourteen (14) days advance written notice to Customer of such, without prejudice to any other right or remedy it may have, SEATTLE SOFTWARE may terminate or temporarily suspend the provision of Maintenance.

6.8 If SEATTLE SOFTWARE terminates this Agreement for any reason, any sums then due to SEATTLE SOFTWARE will immediately be payable in full.

7 SEATTLE SOFTWARE UNDERTAKINGS

7.1 SEATTLE SOFTWARE will supply the programs comprising the Software in compiled code only. SEATTLE SOFTWARE will also supply one copy of the Documentation.

7.2 SEATTLE SOFTWARE warrants that (i) it has good title and/or valid legal agreements to license the Software to Customer; and (ii) the Software shall operate in all material respects in accordance with the Documentation.

7.3 SEATTLE SOFTWARE reserves the right to issue maintenance releases to correct faults, issue fixes or patches, make improvements, substitutions, modifications or enhancements to any part of the Software (which do not constitute a new version of the Software) as part of the Maintenance and support services at no cost to Customer. SEATTLE SOFTWARE shall use its reasonable efforts to ensure that such maintenance releases do not materially adversely
affect the performance of the Software to the detriment of Customer. Customer shall install such maintenance releases as soon as reasonably practicable after receipt of such maintenance releases from SEATTLE SOFTWARE.

7.4 SEATTLE SOFTWARE offers a range of additional services, which are optional for the Customer at an additional charge as set forth in a written quotation, Purchase Order or Invoice signed by the parties, including:

(a) Installation service for the Software at Customer’s site, or remotely. Customer must have fully completed a pre-installation questionnaire which has been accepted by SEATTLE SOFTWARE prior to commencement of installation and that Customer’s infrastructure must be in line with the minimum software and hardware requirements as stated in the iServer Pre-Installation Checklist Document (available upon request from SEATTLE SOFTWARE).
(b) Remedial work on Customer’s database. SEATTLE SOFTWARE does not guarantee successful reconstruction of the Customer’s data and does not accept any liability for loss or damage to data.
(c) To provide Maintenance at the Customer’s site.
(d) To provide training on the use of the Software.
(e) To provide an advice service for any advice outside the scope of the Maintenance service provided under this Agreement.

7.5 Each of the services set forth in Clause 7.4 are subject to an additional charge at SEATTLE SOFTWARE’s standard rates and are subject to SEATTLE SOFTWARE’s standard terms of sale.

8 CUSTOMER UNDERTAKINGS
8.1 Customer warrants and undertakes to SEATTLE SOFTWARE that it shall:

(a) Ensure that individuals authorised by Customer to operate or use the Software have first been trained in regard to their respective duties.
(b) Create an appropriate test environment in order to satisfy itself that the Software meets the needs of its business before use in a live environment. It is the sole responsibility of Customer to determine that the Software is ready for operational use in the Customer’s business before it is so used and SEATTLE SOFTWARE accepts no responsibility for any loss or liability in relation to or in connection with the Software where Customer has failed to carry out appropriate testing.
(d) In the event that SEATTLE SOFTWARE support team requires direct access to any of the iServer servers for training, troubleshooting and diagnosis, a Customer representative may provide access to SEATTLE SOFTWARE to the iServer environment via screen sharing capabilities.
(e) Allow SEATTLE SOFTWARE to have access to Customer’s information and data for the purpose of rectifying problems with the Software or any data used with the Software.

(f) Ensure that the software operating system and any other software with which the Software will be used is either the property of Customer or is legally licensed to Customer.

9 TITLE

9.1 Customer acknowledges and agrees that (i) all intellectual property and other ownership rights and interests in the Proprietary Materials belong and shall continue to belong to SEATTLE SOFTWARE, including all copyright, patent rights, trademarks and trade secrets; and (ii) the Software and Documentation is being licensed (not sold) to Customer on a restricted basis based on the terms of this Agreement; and (iii) Customer does not have and will not acquire any other right, title or entitlement in any of the Proprietary Materials and will not claim or represent to any person that it has such right, title or entitlement.

9.2 Customer undertakes not to remove, modify or tamper with any proprietary marking, including any copyright notice or trademark appearing on the Proprietary Materials.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 If any IP Claim is made, or in SEATTLE SOFTWARE’s reasonable opinion is likely to be made, against Customer, SEATTLE SOFTWARE may at its sole option and expense procure for Customer the right to continue to use the Software, replace or modify the Software so that it ceases to be infringing or if none of the aforementioned options are reasonably feasible, terminate this Agreement by notice in writing to Customer and upon return by Customer of the Software and all copies thereof refund a proportionate amount of the Software Licence Fee, subject to straight-line depreciation over a two (2) year period.

10.2 SEATTLE SOFTWARE will have no liability whether under this Clause 10 or otherwise for any claim or infringement arising from or in connection with (i) a combination of the Software with software or products not supplied by SEATTLE SOFTWARE; or (ii) use of the Software that is a non-current release or without any modifications or replacements recommended by SEATTLE SOFTWARE; or (iii) any modification to the Software unless carried out by SEATTLE SOFTWARE; or (iv) any use or possession of the Software other than in accordance with the terms of this Agreement.

10.3 This Clause 10 constitutes Customer’s exclusive remedy and SEATTLE SOFTWARE’s only liability in respect of any IP Claims.
11 DATA SECURITY

11.1 The parties agree that Customer is the best judge of the value and importance of any data held on the computer system and will be solely responsible for:

(a) instituting and operating all necessary backup procedures to ensure that data security and integrity can be maintained in the event of loss of data for any reason; and
(b) taking out any insurance policy or other financial cover for loss or damage which may arise from loss of data for any reason.

11.2 SEATTLE SOFTWARE shall not be liable for any loss or damage to data, whether belonging to Customer or to any third party.

11.3 SEATTLE SOFTWARE shall not be liable for any loss or damage to data that has occurred during the transmission to, or from, any third party system.

11.4
12 CONFIDENTIAL INFORMATION

12.1 Each party shall hold the other’s Confidential Information in confidence and not disclose the other’s Confidential Information to any third party or use the other’s Confidential Information for any purpose, other than disclosure and use as required for the purpose of fulfilling its obligations under this Agreement or as otherwise expressly permitted under this Agreement.

12.2 The restrictions at Clause 12.1 shall not apply if and to the extent that:

(a) a party is required to disclose any information pursuant to a valid court order;
(b) the information is or becomes widely available to the public (other than as a result of any breach of the recipient under this Agreement);
(c) the information was lawfully in the possession of the recipient prior to it being disclosed to the recipient by the disclosing party.

12.3 Customer acknowledges that the Software and Documents constitute valuable assets and trade secrets of SEATTLE SOFTWARE and Customer further acknowledges that the Software, Documents and all information and data relating to the Software and the provision of Maintenance, including any information, flow charts, logic diagrams, source code, test materials is SEATTLE SOFTWARE’S confidential trade secret information and will fall under the scope of “Confidential Information”.

12.4 Each party shall inform its employees and contractors of the confidentiality of the other party's Confidential Information and shall be responsible for their compliance with such confidentiality obligations.

12.5 Each party will immediately notify the other if it becomes aware of any actual or potential breach by such party of this Clause 12 and will co-operate with the disclosing party in any investigation, prosecution, litigation or other action taken by the disclosing party regarding the breach.

12.6 This Clause 12 will survive the termination of this Agreement.

13 NON-SOLICIT

13.1 SEATTLE SOFTWARE and Customer undertake to each other that during the period of this Agreement and for a period of six (6) months after termination (howsoever caused) neither party will, directly or indirectly, either on its own account or jointly with or for any other person, employ, engage as a consultant, solicit, interfere with or otherwise endeavour to entice away any employees or consultants of the other party who have been involved in the fulfilment of either party’s obligations under or pursuant to this Agreement.

13.2 Without prejudice to any other right or remedy, if a party recruits any individual that falls within the scope of the restriction at Clause 13.1, that party shall pay a recruitment fee to
the other party of a sum equal to twelve (12) months’ of the total gross salary and benefits offered by the party to the relevant individual.

14 LIMITATIONS OF LIABILITY

14.1 Notwithstanding any other term of this Agreement, nothing in this Agreement (including the remainder of this Clause 14), shall limit or exclude either party’s liability for (i) damage to the other’s tangible property but subject to the aggregate cap at Clause 14.2; (ii) death or personal injury caused by the negligence of either party; (iii) fraud or fraudulent misrepresentation; (iv) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (v) any other liability which may not be excluded by law.

14.2 The total liability of either party under or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed a sum equal to the total amount paid by Customer to SEATTLE SOFTWARE under this Agreement, except for those liabilities resulting from SEATTLE SOFTWARE’S obligations in Section 10 and any breaches of Section 12.

14.3 Except as expressly stated in Clause 14.1, neither party shall in any circumstances have any liability for any losses or damages which may be suffered by the other party (or any person claiming under or through the other party), whether in contract, tort (including negligence), breach of statutory duty or otherwise and whether advised of the possibility of such losses, arising under or in connection with this Agreement for any (i) loss of profits, sales, business or revenue; (ii) loss of anticipated savings; (iii) loss or damage to data; (iv) loss of business opportunity, goodwill or reputation; (v) any special damage; or (vi) any indirect or consequential loss or damage.

14.4 This Agreement sets out the full extent of the party’s obligations and liabilities in respect of the Software and Maintenance and all other conditions, warranties, representations or other terms, express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law. Both parties agree that, in entering into this Agreement, such party did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if it did rely on any representations, whether written or oral, not expressly set out in this Agreement) that it shall have no remedy in respect of such representations and (in either case) neither party shall have any liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

14.5 Customer acknowledges that it is entering into this Agreement for the purposes of its business and that Customer is not a “consumer” for any statutory purposes.
15 TERMINATION

15.1 Without prejudice to any other right or remedy available to it, either party may terminate this Agreement with immediate effect on written notice to the other party if the other party:

(a) commits a material breach of this Agreement which it fails to remedy (if capable of remedy) within thirty (30) days of written notice of the breach. For the avoidance of doubt, a material breach includes failure by Customer to make any payment due to SEATTLE SOFTWARE on a timely basis, failure to comply with the provisions of Clause 9 or Clause 12 and/or a failure to update the Software on a timely basis after notification by SEATTLE SOFTWARE;

(b) becomes insolvent or is involved in any legal proceedings concerning its solvency, or commences liquidation or winding up (except for purposes of a voluntary and solvent reconstruction) or ceases or threatens to cease trading, or if serious doubt arises as to its solvency.

15.2 On termination of this Agreement (howsoever caused):

(a) each party will return any Confidential Information of the other in its possession which is capable of being delivered or destroy any Confidential Information of the other party which is not capable of delivery to it; and

(c) Customer will reasonably satisfy SEATTLE SOFTWARE that all the Software, and any information derived therefrom, has been returned or completely and permanently erased or destroyed and that Customer has no ability to reproduce or use the Software.

15.3 Termination of this Agreement (howsoever caused) shall be without prejudice to any right, obligation or remedy accrued as at the date of termination and shall be without prejudice to any provisions of this Agreement which are, expressly or impliedly, intended to continue in effect notwithstanding the termination of this Agreement.

16 PUBLICITY

16.1 Notwithstanding any other part of this Agreement, SEATTLE SOFTWARE shall have the right to refer to Customer as being a customer and shall for this purpose only be entitled to use Customer’s name and logo online and on its presentations and marketing materials, provided that SEATTLE SOFTWARE complies with any reasonable branding rules and requirements requested by Customer from time to time.
17 FORCE MAJEURE
17.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from a Force Majeure Event.

18 NOTICES
18.1 Any notice given under this Agreement by either party to the other must be in writing in the English language and delivered to the address shown in this Agreement, or to any other address notified in writing by one party to the other for the purpose of receiving notices or to the registered office of the party for the time being, by personal delivery; or courier; or registered mail; or fax; and will be deemed to have been given in the case of: registered mailing, three (3) working days after the date of mailing (unless mailed internationally, in which case seven (7) working days after the date of mailing); and otherwise, when actually delivered. All notices, consents and demands hereunder shall be in writing and shall be personally delivered or sent by certified or registered mail, return receipt requested, addressed to the other party at its address set forth in this Agreement, and shall be deemed given upon receipt.

19 TRANSFER
19.1 The Licence is personal for the benefit only of Customer and Customer may not at any time assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this Agreement without the prior written consent of SEATTLE SOFTWARE.
19.2 SEATTLE SOFTWARE may sub-contract any part of its obligations under this Agreement, provided SEATTLE SOFTWARE shall continue to be responsible to Customer for such sub-contracted obligations in accordance with the terms of this Agreement notwithstanding such sub-contracting.

20 ENTIRE AGREEMENT, VARIATION AND CONFLICTS
20.1 This Agreement, and any documents referred to in it constitute the whole agreement between the parties and supersede any previous communications, representations, arrangement, understanding or agreement between them relating to the subject matter they cover, whether written or oral. SEATTLE SOFTWARE may make additions and/or changes to the Agreement from time to time upon giving written notice to Customer. No variation of this Agreement shall be effective until it is in writing and signed by an authorised representative of both parties.
20.2 In the event of any conflict or inconsistency, the following order of precedence shall apply to the extent of such conflict or inconsistency (i) the terms of any variation approved by both parties in accordance with Clause 20.1; (ii) the terms set out in this document.

21 GENERAL

21.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

21.2 In the event any provision of this Agreement is found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

21.3 Each party is an independent contractor of the other. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties or constitute one party the agent of the other or give authority for one party to any way commit or bind the other.

21.4 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

21.5 Schedule 1 to this Agreement shall be excluded in its entirety unless the Customer to this Agreement is a public authority based in the United States of America in which case it shall be incorporated.

22 GOVERNING LAW AND JURISDICTION

22.1 This Agreement and all disputes, controversies or claims arising out of or in connection with this Agreement, including relating to any contractual or non-contractual obligations, or any questions regarding its existence, validity or termination will be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts and each party further waives the right to object to an action brought in the courts of England and Wales on the basis of it being an inconvenient forum.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

SEATTLE SOFTWARE Ltd.

By: ______________________________
(Signature)
Name: ____________________________
(Printed)
Title: ______________________________
Date: _____________________________

By: ______________________________
(Signature)
Name: ____________________________
(Printed)
Title: ______________________________
Date: _____________________________
1. **SCOPE**  
a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.  
b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

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

3. **TIME OF DELIVERY**  
The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

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

5. **FOLLOW-UP SUPPORT**  
The Contractor agrees to provide each student with unlimited telephone support for a period of six (6) months from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
6. **PRICE FOR TRAINING**
The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

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

8. **FORMAT AND CONTENT OF TRAINING**
   a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
   
   b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
   
   c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
   
   d. The Contractor shall provide the following information for each training course offered:
      (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
      (2) The length of the course;
      (3) Mandatory and desirable prerequisites for student enrollment;
      (4) The minimum and maximum number of students per class;
      (5) The locations where the course is offered;
      (6) Class schedules; and
      (7) Price (per student, per class (if applicable).
   
   e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.
USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

ORBUS Software 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

Mr. Peter Bates

Phone: 212-634-9535

E-mail address: Peter.Bates@orbussoftware.com
THE FOLLOWING IS A SUGGESTED
BLANKET PURCHASE AGREEMENT (BPA) FORMAT

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
</table>

ORBUS Software
212-634-9535
GS-35F-085CA
BPA NUMBER_____________

(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

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

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

(4) This BPA does not obligate any funds.

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

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

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>_______________</td>
<td>____________________</td>
</tr>
</tbody>
</table>

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

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

(a) Name of Contractor;
(b) Contract Number;
(c) BPA Number;
(d) Model Number or National Stock Number (NSN);
(e) Purchase Order Number;
(f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
(h) Date of Shipment.

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

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Code</th>
<th>Product Description</th>
<th>Unit of Issue</th>
<th>GSA Price</th>
</tr>
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<tbody>
<tr>
<td>511210</td>
<td>CM-LD</td>
<td>iServer Live Documents</td>
<td>EA</td>
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<tr>
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<td>iServer BI Connect</td>
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<td>EA</td>
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<td>GSA Price</td>
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<tr>
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