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

Federal Supply Group: Information Technology
FSC/PSC Code: 7A21

Contract Number: GS-35F-0873R
Contract Period: Sept. 19, 2020 to Sept. 18, 2025
Contractor Name: Circadence Corporation
Business Size: Small Business

1900 9th St., Suite 300
Boulder, CO 80302
http://www.Circadence.com
303-413-8800
Contract Number: GS-35F-0873R
Period Covered by Contract: Sept. 19, 2020 to Sept. 18, 2025

General Services Administration
Federal Acquisition Service
Pricelist current through Modification #PS-A826; Effective Date: Dec. 4, 2020
Products and ordering information in this Authorized Multiple Award Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
Customer Information

1a. Awarded Special Item Numbers (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for Each SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Project Ares Enterprise Monthly License</td>
<td>$523.93 per monthly license (per user)</td>
</tr>
</tbody>
</table>

2. Maximum Order: SIN 511210: $500,000; SIN OLM: $250,000.

   There is **no limit** on the size of any task order issued under a GSA Multiple Award Schedule contract. If the best value selection places your order over the amounts shown above for a task order, Circadence can decline the order.

3. Minimum Order: $100


5. Points of Production: Same as company address.


7. Quantity/Volume Discounts: None.

8. Prompt Payment Terms: 1%/10 days- Net 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign Items: None.

10a. Time of Delivery: 30 days.

10b. Expedited Delivery: Contact Circadence.

10c. Overnight and 2-day Delivery: Contact Circadence.

10d. Urgent Requirements: Contact Circadence.

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

12a. Ordering Address:

   Circadence Corporation
   1900 9th St., Suite 300
   Boulder, CO 80302

   E-mail: polivo@circadence.com
   Tel.: (303) 413-8800

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

13. Payment Address: Same as company address.


15. Export Packing Charges (if applicable): N/A

16. Terms and Conditions of Rental, Maintenance, and Repair (if applicable): N/A

17. Terms and Conditions of Installation (if applicable): N/A

19. List of Service and Distribution Points (if applicable): N/A
18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): 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. If applicable, indicate that 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/](http://www.Section508.gov/). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.circadence.com/508](http://www.circadence.com/508)

23. Data Universal Number System (DUNS) Number: 883735060

24. Notification Regarding Registration in System for Award Management: Registered.
The Multiple Award Schedule (MAS) solicitation package (Refresh 5) includes specific instructions associated with the SINs in our contract:

**SIN 511210, Software Licenses**

1.) Specific Instructions for SIN 511210 - Software Licenses

   a.) Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Contact Circadence.

   b.) Contractors are encouraged to offer SIN 54151 Software Maintenance Services in conjunction with SIN 511210 - Software Licenses.

   c.) Conversion From Term License To Perpetual License

      i.) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order. Note: Circadence does not offer conversion credits as a standard commercial practice.

      ii.) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

      iii.) The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

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

   d.) Term License Cessation

      i.) After a software product has been on a continuous term license for a period of N/A (Circadence does not offer such conversions) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

      ii.) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

      iii.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

      iv.) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 -
Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

e.) Utilization Limitations for Perpetual Licenses

i.) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

1.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

2.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

ii.) Reallocation of Perpetual Software (Option 2 Perpetual License)

1.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

2.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

3.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

4.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor’s intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

5.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

6.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the
new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

7.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

8.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be N/A percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

9.) Fill-in data and specific terms shall be attached to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)).

f.) 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 a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

SIN 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, 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 cumulative value of OLMs in an individual task or delivery order cannot exceed 33.33% of the total value of the order.
Appendix A

Pricing
<table>
<thead>
<tr>
<th>Special Item Number (SIN)</th>
<th>Circadence Item No.</th>
<th>Item Name</th>
<th>Description</th>
<th>GSA Price (Inclusive of GSA Discount and 0.75% IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>PA-ENT-MTH</td>
<td>Project Ares Enterprise Monthly License</td>
<td>Project Ares is an on-demand cyber learning platform that provides immersive labs for realistic, hands-on cybersecurity training. Learning in Project Ares saves trainers time and money by delivering a hands-on, always-available learning experience to cyber professionals and security teams. Activities in the platform start with foundational concepts that culminate in offensive and defensive scenarios that require skill integration and strategic thinking. Scenarios are based on real-world threats and are embedded within high fidelity virtual ranges with emulated network activity. For more information, visit <a href="http://www.circadence.com">www.circadence.com</a>.</td>
<td>$523.93 per monthly license (per user)</td>
</tr>
</tbody>
</table>
Appendix B

End-User License Agreement (EULA)

Approved by GSA