

GENERAL SERVICES ADMINISTRATION**Federal Supply Service****Authorized Federal Supply Schedule Catalog/Price List*****Revision: April 2021***

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**[™], a menu-driven database system. The INTERNET address for **GSA Advantage!**[™] is: <http://www.GSAAdvantage.gov>.

Federal Supply Schedule for Multiple Award Schedule**FSC Classes/Product Codes:**

7A21 Perpetual License Software
DF01 IT Management Support Services
DF10 IT Management as a Service

Contract Number: GS-35F-087DA**Contract Period: April 21, 2015 through June 8, 2021**

For more information on ordering from Federal Supply Schedules click on the
FSS Schedules button at <http://fss.gsa.gov/>

Professional Project Services, Inc. (Pro2Serve)
1100 Bethel Valley Road
Oak Ridge, TN 37830

Contract Administration

Point of Contact:	Lesli Alcorn
Title:	Vice President and Director of Contracts
Telephone:	(865) 220-4377
FAX Number:	(865) 220-4441
Web Site:	http://www.p2s.com
Electronic Mail:	ALCORNL@p2s.com

Business Size: Small Business

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Number(s) with appropriate cross-reference to page numbers:

SIN	SIN Title
511520	Software Licenses
54151	Software Maintenance Services
5415S	Information Technology Professional Services
611420	Information Technology Training

1b. Lowest Priced Model and Price for Each SIN: See Pages 4-7 for pricing.

1c. Hourly Rates (Services Only): See Table on Page 7.

2. Maximum Order: \$500,000.00

3. Minimum Order: \$100.00

4. Geographic Coverage (delivery Area): Domestic

5. Point(s) of production (city, county, and state or foreign country):

WIT and InVizion Products: Bala Cynwyd, Montgomery County, PA

VortexT Products: Oak Ridge, Anderson County, TN

IT Professional Services: Oak Ridge, Anderson County, TN

6. Discount from list prices or statement of net price: GSA net prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.

7. Quantity discounts:

InVizion Analyzer: two (2) or more licenses for a single task order receives an additional 12.64% discount

InVizion Analyzer Annual Maintenance: two (2) or more licenses for a single task order received an additional 20% discount

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

9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold: Yes

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Acceptable for orders in excess of the micro-purchase threshold.

10. Foreign items (list items by country of origin): None

11a. Time of Delivery (Contractor insert number of days): Specified on the Task Order

11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price list that have expedited delivery: Contact Contractor

- 11c. Overnight and 2-day delivery.** The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery: Contact Contractor
- 11d. Urgent Requirements.** The Contractor will note in its price list the “Urgent Requirements” clause of its contract and advise agencies that they can also contact the Contractor’s representative to effect a faster delivery: Contact Contractor
- 12. F.O.B Points(s):** Destination
- 13a. Ordering Address(es):** Same as Contractor
- 13b. Ordering procedures:** For supplies and services, ordering procedures, and information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 14. Payment address(es):** Same as company address
- 15. Warranty provision:** Contractor’s standard commercial warranty.
- 16. Export Packing Charges (if applicable):** N/A
- 17a. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** Contact Contractor
- 17b. Terms and conditions of rental, maintenance, and repair (if applicable):** N/A
- 17c. Terms and conditions of installation (if applicable):** N/A
- 17d. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 17e. Terms and conditions for any other services (if applicable):** N/A
- 18. List of service and distribution points (if applicable):** N/A
- 19. List of participating dealers (if applicable):** N/A
- 20. Preventive maintenance (if applicable):** N/A
- 21. Environmental attributes, e.g., recycled content, energy efficiency, and/or reduced pollutants:** N/A
- 22. 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. contactor’s website or other location.)** The EIT standards can be found at: www.Section508.gov
- 23. Data Universal Numbering System (DUNS) number:** 956194690
- 24. Notification regarding registration in System for Award Management database:** Active and current

25. Final Pricing:

PRODUCT NAME	Part Number	PRODUCT DESCRIPTION	GSA OFFER PRICE (inclusive of the .75% IFF)
InVizion Analyzer	INVZ-PUL-ANLZ	InVizion Analyzer Perpetual User License - Includes a one named user license for utilize of the InVizion Analyzer (WIT) software	\$4,937.03
InVizion Analyzer (2 or more purchased)	INVZ-PUL-ANLZ	InVizion Analyzer Perpetual User License - Includes a one named user license for utilize of the InVizion Analyzer (WIT) software. Price reflects a 13% discount available if purchasing 2 or more licenses in one transaction	\$4,300.25
InVizion Analyzer Annual Maintenance	INVZ-ASM-ANLZ	InVizion Analyzer Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$987.41
InVizion Analyzer Annual Maintenance (2 or more purchased)	INVZ-ASM-ANLZ	InVizion Analyzer Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$785.89
WIT Implementation Package	WIT-IMPLMT	WIT Implementation Package - Provides review of customer data package for gap analyses (not more than 3 weeks of support, 15,000 schedule activities and/or ~200 projects/subprojects); telephone support during installation on customer servers; analysis of data and development of initial source portfolio including customizing calculation and cost allocation features (not more than three weeks of support).	\$29,692.70
WIT Utilization (Training)	WIT Utilization	Training on the implementation and use of WIT (4 day course, up to 5 students)	\$9,350.13
InVizion Reviewer	INVZ-PUL-RVR	Per Additional Named User	\$987.41
InVizion Analyzer Pro	INVZ-PUL-ANLZPRO	Per Additional Named User	\$9,874.06
InVizion Manager	INVZ-PUL-MGR	Per Additional Named User	\$1,974.81
InVizion Executive	INVZ-PUL-EXEC	Per Additional Named User	\$1,481.11
InVizion API Server	INVZ-SVR-API	Per Server	\$19,748.11
InVizion Custom Report Server	INVZ-SVR-RPT	Per Server	\$19,748.11
InVizion Analyzer Reviewer Annual Maintenance	INVZ-ASM-RVR	InVizion Analyzer Reviewer Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$197.48
InVizion Analyzer Pro Annual Maintenance	INVZ-ASM-ANLZPRO	InVizion Analyzer Pro Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$1,974.81

PRODUCT NAME	Part Number	PRODUCT DESCRIPTION	GSA OFFER PRICE (inclusive of the .75% IFF)
InVizion Analyzer Manager Annual Maintenance	INVZ-ASM-MGR	InVizion Analyzer Manager Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$394.96
InVizion Analyzer Executive Annual Maintenance	INVZ-ASM-EXEC	InVizion Analyzer Executive Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$296.22
InVizion Analyzer API Server Annual Maintenance	INVZ-ASM-API	InVizion Analyzer API Server Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$3,949.62
InVizion Analyzer Report Server Annual Maintenance	INVZ-ASM-RPT	InVizion Analyzer Report Server Annual Maintenance - Entitles purchaser to 12 months of general technical telephone support and access to all bug fixes, published software upgrades. Purchase required at time of license purchase.	\$3,949.62
VortexT Lite	VTEXT-LTE	Lite Kit: VortexT big data analytic software to identify target information, discover new information and expose strategic relationships. VortexT provides rapid data import, robust recommender and analyzer functions, and improved graphics and processing speed. Delivered in a ruggedized case is a server/workstation with one (1) VortexT server/user license and MS Office. Implementation includes four (4) hours of computational analytics support, four (4) hours of SME support and four (4) hours of training, all at GSIA's facility. Requires minimum purchase of one year of Annual Software Maintenance for the Lite Kit for the first twelve (12) months of support.	\$39,232.23
VortexT Standard	VTEXT-STD	Standard Kit: VortexT big data analytic software to identify target information, discover new information and expose strategic relationships. VortexT provides rapid data import, robust recommender and analyzer functions, and improved graphics and processing speed. Delivered in a ruggedized case is one (1) server and three (3) laptop workstations with one (1) VortexT server/user and three (3) additional VortexT user licenses and MS Office. Implementation includes set up at user facility, four (4) hours of computational analytics support, four (4) hours of SME support and four (4) hours of training, all onsite at user's facility. Requires minimum purchase of one year of Annual Software Maintenance for Standard Kit for the first twelve (12) months of support.	\$99,917.03
VortexT Premium	VTEXT-PRM	Premium Kit: VortexT big data analytic software to identify target information, discover new information	\$150,458.50

PRODUCT NAME	Part Number	PRODUCT DESCRIPTION	GSA OFFER PRICE (inclusive of the .75% IFF)
		and expose strategic relationships. VortexT provides rapid data import, robust recommender and analyzer functions, and improved graphics and processing speed. Delivered in a ruggedized case is one (1) server and six (6) laptop workstations with one (1) VortexT server/user and six (6) additional VortexT user licenses and MS Office. Implementation includes setup at user facility, eight (8) hours of computational analytics support, eight (8) hours of SME support and eight (8) hours of training, all onsite at user's facility. Requires minimum purchase of one year of Annual Software Maintenance for the Premium kit for the first twelve (12) months of support.	
VortexT Premium Additional Work Stations	VTEXT-PRM-ADWS	Premium Kit Additional Workstations. Available with purchase of premium kit only. One (1) additional workstation with VortexT user license and MS Office. Requires minimum purchase of one year Annual Software Maintenance for the Additional Workstation for the first twelve (12) months of support.	\$15,955.71
Annual Maintenance - Lite	VTEXT-ASM-LTE	Annual Software Maintenance - Vortex Lite Kit: Required for kit purchase and not included in Kit price. Based on number of server and user licenses per kit. Must purchase a minimum of one year for first twelve (12) months of support, additional years may be purchased at time of order.	\$6,216.62
Annual Maintenance - Standard	VTEXT-ASM-STD	Annual Software Maintenance - Vortex Standard Kit: Required for kit purchase and not included in Kit price. Based on number of server and user licenses per kit. Must purchase a minimum of one year for first twelve (12) months of support, additional years may be purchased at time of order.	\$13,676.57
Annual Maintenance - Premium	VTEXT-ASM-PRM	Annual Software Maintenance - Vortex Premium Kit: Required for kit purchase and not included in Kit price. Based on number of server and user licenses per kit. Must purchase a minimum of one year for first twelve (12) months of support, additional years may be purchased at time of order.	\$21,136.52
Annual Maintenance – Additional Work Station	VTEXT-ASM-PRM-ADWS	Annual Software Maintenance - Vortex Premium Kit Additional Workstation: Required for kit purchase and not included in Kit price. Based on number of server and user licenses per kit. Must purchase a minimum of one year for first twelve (12) months of support, additional years may be purchased at time of order.	\$2,486.65
Customization Package	VTEXT-CUST	Customization of the VortexT Portable Data Analytics Kit to meet client specific needs includes purchase of additional software (for example a language translation package up to approximately \$8,300) and integration of that software for up to approximately \$18,000; onsite installation and training for up to approximately \$6,500, and SME support for up to approximately \$1,500 or any combination thereof.	\$29,757.74

	Commercial Job Title	Rate
	SIN 5415S	
	Database Developer or Admin I	\$81.92
	Database Developer or Admin II	\$92.89
	Database Developer or Admin III	\$95.99
	Database Developer or Admin IV	\$122.30
	Database Developer or Admin V	\$125.16
	Database Developer or Admin VI	\$141.80
	IT Architect I	\$87.21
	IT Architect II	\$108.89
	IT Architect III	\$122.18
	IT Architect IV	\$139.98
	IT Architect V	\$176.89
	IT Architect VI	\$194.90
	Network Administrator/Engineer I	\$83.73
	Network Administrator/Engineer II	\$93.89
	Network Administrator/Engineer III	\$114.52
	Network Administrator/Engineer IV	\$119.27
	Network Administrator/Engineer V	\$164.29
	Network Administrator/Engineer VI	\$193.38
	Programmer/Analyst I	\$76.18
	Programmer/Analyst II	\$80.29
	Programmer/Analyst III	\$116.50
	Programmer/Analyst IV	\$149.86
	Programmer/Analyst V	\$151.90
	Programmer/Analyst VI	\$207.95
	Project Manager I	\$132.59
	Project Manager II	\$123.64
	SQA Analyst I	\$76.66
	SQA Analyst II	\$101.23
	SQA Analyst III	\$124.96
	SQA Analyst IV	\$152.13
	Technical Writer	\$86.64

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin I	<p>Minimum/General Experience: Zero to three plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin II	<p>Minimum/General Experience: Three to five plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin III	<p>Minimum/General Experience: Five to ten plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin IV	<p>Minimum/General Experience: Ten to fifteen plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin V	<p>Minimum/General Experience: Fifteen to twenty plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Database Developer or Admin VI	<p>Minimum/General Experience: Twenty to Twenty-five plus years of experience in developing or administering databases such as SQL or Oracle. Familiar with a variety of databases including IMS DB/DC, DB/2, IDMS, Relational to AS400, Oracle, SYBASE, Informix, SQL, Access, Ingress, 2, FoxPro, DataEase, Dbase, and Argus.</p> <p>Functional Responsibility: Develops databases in conjunction with client needs and consults with IT staff and clients in regard to design, implementation, and maintenance of databases. Candidate will work with the Program Director or client to meet development and administration goals, standards, and requirements for their databases. Responsible for building/installing databases on servers/clients. Maintain and create users, nodes, instances, databases, tablespaces, containers, bufferpools and logs. Migrate data between databases. Extract data from one system into flat files and then load into the database without constraints. Write stored procedures, and triggers to populate data from non-constraints tables to normalized tables with constraints. Tune the database manager configuration, database configuration parameters like bufferpools, shared memory variables, I/O variables, application heap, database heap size, logs and sort area to increase performance of the system. Analyze the execution path of the query to determine the cost, indexing and cardinality. Write scripts to create instances, databases, scheduling online, offline backups and restoring databases. Implement Active Standby Clustering, database partitioning using utilities. Provide highly technical expertise and guidance in the design, implementation, operation and maintenance of database management systems (DBMS). Evaluate and recommend available DBMS products after matching requirements with system capabilities. Determine file organization, indexing methods, and security procedures for specific applications. Control the design and use of databases. Control the global view of databases, control the access to the databases, assure the safekeeping of the databases (from accidental or intentional damage or loss), and monitor the use of databases. Must be capable of defining all required database administration policies, procedures, standards, and guidelines. Is an authority on the design of databases and the use of database management systems. Evaluate and recommend available DBMS products after matching requirements with system capabilities. Prepare and deliver presentations on DBMS concepts.</p> <p>Minimum Education: A.S. degree in Computer Science or Information Technology from an accredited school/university. B.S. Degree is preferred.</p>
IT Architect I	<p>Minimum/General Experience: Zero to three plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
IT Architect II	<p>Minimum/General Experience: Three to five plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
IT Architect III	<p>Minimum/General Experience: Five to ten plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
IT Architect IV	<p>Minimum/General Experience: Ten to fifteen plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
IT Architect V	<p>Minimum/General Experience: Fifteen to twenty plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
IT Architect VI	<p>Minimum/General Experience: Twenty to twenty-five plus years of experience in programming or analyzing programs or systems architect design, database administration, and application development.</p> <p>Functional Responsibility: Contribute to the establishment and maintenance of an overall IT architecture relevant to and consistent with business and technology direction and objectives. Develop IT technical and application architectures and participate in setting technology direction and standards. Provide technical architectural design review for major business applications and technology initiatives. Facilitate linkage with key business areas by understanding enterprise requirements and by communicating architecture frameworks best practices and standards. Develop recommendations and requirements for legacy applications to evolve towards conformance with target architecture. Continually review applications, workflow, systems, and network management and network infrastructure, for opportunities to improve effectiveness and efficiency. Translates user requirements into conceptual, logical & physical data models. Leads project teams through the whole cradle to the grave IT projects. Develops data architecture. Develops data standardization and data mapping policies. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Network Administrator / Engineer I	<p>Minimum/General Experience: Zero to three plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Network Administrator / Engineer II	<p>Minimum/General Experience: Three to five plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Network Administrator / Engineer III	<p>Minimum/General Experience: Five to ten plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Network Administrator / Engineer IV	<p>Minimum/General Experience: Ten to fifteen plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Network Administrator / Engineer V	<p>Minimum/General Experience: Fifteen to twenty plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Network Administrator / Engineer VI	<p>Minimum/General Experience: Twenty to twenty-five plus years of experience in IT network engineering systems and administration and/or electronics to establish and maintain security within the networks. Must have a thorough understanding of electrical and electronic circuitry and systems. Possesses field engineering experience related to the actual deployment of technical systems, and holds previous experience working on and developing IP-based systems.</p> <p>Functional Responsibility: Administers system/network. Designs and maintains system/network infrastructure. Communicates and works directly with developers and business users. Troubleshoots and repairs networks. Conducts RF surveys and configuration of wireless network systems. Performs general LAN/MAN/WAN management. Installs and tests network and computer communications equipment (e.g. switches, modems, controllers, terminals, and multiplexers) using communications hardware and electrical standards. Develops, tests, and installs network and computer communications software, protocol software, application interfaces, transaction processors, and emulators, using and implementing network standards. Operates computer networks, identifies and solves problems, and performs network restart/recovery.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Programmer / Analyst I	<p>Minimum/General Experience: Zero to three plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Programmer / Analyst II	<p>Minimum/General Experience: Three to five plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Programmer / Analyst III	<p>Minimum/General Experience: Five to ten plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Programmer / Analyst IV	<p>Minimum/General Experience: Ten to fifteen plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Programmer / Analyst V	<p>Minimum/General Experience: Fifteen to twenty plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Programmer / Analyst VI	<p>Minimum/General Experience: Twenty to twenty-five plus years of experience in applying new and proven concepts, practices, and procedures related to the desired application development. Requires experience with two languages, at least one Data Base Management System, and at least one Operating System. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets.</p> <p>Functional Responsibility: Provides technical support in the design, installation, implementation, integration, operation and maintenance of Program software such as SQL, Oracle, Cold Fusion, and/or relational database applications for Windows environments. Evaluates and recommends hardware/software enhancements as appropriate. Provide life-cycle planning/administration and execution, requirements identification, and projects budgets. Reports in writing and orally to contractor management and government representatives. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. Degree is preferred.</p>
Project Manager I	<p>Minimum/General Experience: Five to seven years of previous IT experience.</p> <p>Functional Responsibility: Under direct supervision, handles routine, smaller-scale IT projects (projects typically less than \$50,000 in scope). Plans and directs projects, including all phases of services under a contract. Ensures that tasks are completed within estimated time-frames and budget constraints, and meet requirements. Schedules and assigns duties to subordinates. Interacts with government management personnel. Reports in writing and orally to contractor management and government representatives, including the government Contracting Officer. Negotiates and makes binding decisions on behalf of the company represented. Works independently. Develops and coordinates schedules, budgets, subcontractors, etc. as needed. Obtains approvals, permits, etc. as required by federal, state, and/or local regulations and codes. Reviews all cost estimates, schedule changes, etc. Prepares and coordinates reports, studies, calculations, etc. as required. May lead conferences/meetings with client to establish project objectives and resolve all levels of design problems.</p> <p>Minimum Education: Bachelor's degree from an accredited school/university.</p>
Project Manager II	<p>Minimum/General Experience: Seven to ten years of previous IT experience.</p> <p>Functional Responsibility: Under limited supervision, handles routine, small to mid-scale IT projects (projects typically more than \$50,000 but less than \$250,000 in scope). Plans and directs projects, including all phases of services under a contract. Ensures that tasks are completed within estimated time-frames and budget constraints, and meet requirements. Schedules and assigns duties to subordinates. Interacts with government management personnel. Reports in writing and orally to contractor management and government representatives, including the government Contracting Officer. Negotiates and makes binding decisions on behalf of the company represented. Works independently. Develops and coordinates schedules, budgets, subcontractors, etc. as needed. Obtains approvals, permits, etc. as required by federal, state, and/or local regulations and codes. Reviews all cost estimates, schedule changes, etc. Prepares and coordinates reports, studies, calculations, etc. as required. May lead conferences/meetings with client to establish project objectives and resolve all levels of design problems.</p> <p>Minimum Education: Bachelor's degree from an accredited school/university.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
SQA Analyst I	<p>Minimum/General Experience: Zero to three plus years of experience applying new and proven concepts, practices, and procedures related to the desired Quality Assurance Testing. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets. Requires experience with various CASE tools, including Oracle Designer and other QA testing tools.</p> <p>Functional Responsibility: Review product design documentation to ensure that requirements stated are correct, unambiguous, and verifiable. Consult with product development to evaluate system interfaces, operational requirements, and performance requirements of overall system. Use System Development Lifecycle methodologies and Software Testing Techniques Education to define test methods and create test plans for new or updated software projects to determine if the software will perform accurately and reliably according to documented requirements as well as established standards under both normal and abnormal conditions. Recommend design improvements or corrections to engineers throughout the development process. Maintain effective communication with the project software engineers on project limitation, capability, performance requirement and hardware interface changes. Execute test plans and create test reports to describe program evaluation, testing, and correction. Monitor program performance after implementation to prevent reoccurrence of program operating problems and ensure efficiency of operation. Conduct compatibility tests with vendor-provided programs. Formulate and design software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Create test tools that facilitate data gathering and test method execution. Support manufacturing by verifying fixture software or any software used during production. Participate in risk management meetings. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. degree is preferred.</p>
SQA Analyst II	<p>Minimum/General Experience: Three to five plus years of experience applying new and proven concepts, practices, and procedures related to the desired Quality Assurance Testing. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets. Requires experience with various CASE tools, including Oracle Designer and other QA testing tools.</p> <p>Functional Responsibility: Review product design documentation to ensure that requirements stated are correct, unambiguous, and verifiable. Consult with product development to evaluate system interfaces, operational requirements, and performance requirements of overall system. Use System Development Lifecycle methodologies and Software Testing Techniques Education to define test methods and create test plans for new or updated software projects to determine if the software will perform accurately and reliably according to documented requirements as well as established standards under both normal and abnormal conditions. Recommend design improvements or corrections to engineers throughout the development process. Maintain effective communication with the project software engineers on project limitation, capability, performance requirement and hardware interface changes. Execute test plans and create test reports to describe program evaluation, testing, and correction. Monitor program performance after implementation to prevent reoccurrence of program operating problems and ensure efficiency of operation. Conduct compatibility tests with vendor-provided programs. Formulate and design software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Create test tools that facilitate data gathering and test method execution. Support manufacturing by verifying fixture software or any software used during production. Participate in risk management meetings. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
SQA Analyst III	<p>Minimum/General Experience: Five to ten plus years of experience applying new and proven concepts, practices, and procedures related to the desired Quality Assurance Testing. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets. Requires experience with various CASE tools, including Oracle Designer and other QA testing tools.</p> <p>Functional Responsibility: Review product design documentation to ensure that requirements stated are correct, unambiguous, and verifiable. Consult with product development to evaluate system interfaces, operational requirements, and performance requirements of overall system. Use System Development Lifecycle methodologies and Software Testing Techniques Education to define test methods and create test plans for new or updated software projects to determine if the software will perform accurately and reliably according to documented requirements as well as established standards under both normal and abnormal conditions. Recommend design improvements or corrections to engineers throughout the development process. Maintain effective communication with the project software engineers on project limitation, capability, performance requirement and hardware interface changes. Execute test plans and create test reports to describe program evaluation, testing, and correction. Monitor program performance after implementation to prevent reoccurrence of program operating problems and ensure efficiency of operation. Conduct compatibility tests with vendor-provided programs. Formulate and design software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Create test tools that facilitate data gathering and test method execution. Support manufacturing by verifying fixture software or any software used during production. Participate in risk management meetings. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. degree is preferred.</p>
SQA Analyst IV	<p>Minimum/General Experience: Ten to fifteen plus years of experience applying new and proven concepts, practices, and procedures related to the desired Quality Assurance Testing. May require knowledge of desired hardware, OS/platforms, databases, languages, and any or all ERP skill sets. Requires experience with various CASE tools, including Oracle Designer and other QA testing tools.</p> <p>Functional Responsibility: Review product design documentation to ensure that requirements stated are correct, unambiguous, and verifiable. Consult with product development to evaluate system interfaces, operational requirements, and performance requirements of overall system. Use System Development Lifecycle methodologies and Software Testing Techniques Education to define test methods and create test plans for new or updated software projects to determine if the software will perform accurately and reliably according to documented requirements as well as established standards under both normal and abnormal conditions. Recommend design improvements or corrections to engineers throughout the development process. Maintain effective communication with the project software engineers on project limitation, capability, performance requirement and hardware interface changes. Execute test plans and create test reports to describe program evaluation, testing, and correction. Monitor program performance after implementation to prevent reoccurrence of program operating problems and ensure efficiency of operation. Conduct compatibility tests with vendor-provided programs. Formulate and design software systems, using scientific analysis and mathematical models to predict and measure outcome and consequences of design. Create test tools that facilitate data gathering and test method execution. Support manufacturing by verifying fixture software or any software used during production. Participate in risk management meetings. Works directly with developers and business users.</p> <p>Minimum Education: B.S. degree in Computer Science or Information Technology from an accredited school/university. M.S. degree is preferred.</p>

Labor Category Position Descriptions	
Commercial Job Title	Minimum/General Experience; Functional Responsibility; Minimum Education
Technical Writer	<p>Minimum/General Experience: Two years of work experience as a Technical IT Writer developing IT-related reports, manuals, and other documents.</p> <p>Functional Responsibility: Gathers, organizes, analyzes and composes technical information. Edits functional descriptions, system specifications, user manuals, special reports or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. Writes procedures and other documents to support IT professionals in their development, installation and maintenance tasks. Expedite collaboration and review of documents. Expedite understanding and description of electronic and computer processing systems to ensure effective use of time and resources.</p> <p>Minimum Education: Bachelor's degree in Technical Writing, English, Technical/Scientific, or related field from an accredited school/university.</p>

28. Terms and Conditions

Attachment 1: Terms and Conditions Applicable to Perpetual Software Licenses (Special Item Number 511520), and Maintenance as a Service (Special Item Number 54151) of General Purpose Commercial Information Technology Software

Attachment 2: Terms and Conditions Applicable to Purchase of Training Courses for General Purpose Commercial Information Technology Equipment and Software (Special Item Number 511420)

29. End User License Agreements

Attachment 3: End User License Agreement – GSIA, LLC: Mobile Kit License Agreement

Attachment 4: End User License Agreement – InVizion LLC: Software License Agreement

GSIA, LLC MOBILE KIT LICENSE AGREEMENT

THIS MOBILE KIT LICENSE AGREEMENT (this "Agreement") is made and entered into on this day of _____, 20__ by and between **Global Security Information Analystss, LLC**, a Tennessee limited liability company with its principal office and place of business located at 1100 Bethel Valley Road, Oak Ridge, Tennessee 37830 USA ("GSIA"), and Ordering Activity, an entity entitled to order under GSA schedule contracts as defined in GSA Order ADM 4800.2h and as revised from time to time, "Licensee."

1. **Definitions.** The terms below will have the following meanings when used in this Agreement:
 - A. **"Agreement"** includes this license Agreement and any Exhibit, Schedule, or Addendum executed pursuant to this Agreement.
 - B. **"API"** means an application programming interface, together with its related User Documentation, for the Software.
 - C. **"Mobile Kit"** means the computing device(s) and Software supplied by GSIA under this Agreement.
 - D. **"Software"** means the software products, including the server application and the client application, in object code form, including any future releases, enhancements, or modifications which may be furnished to Licensee under this Agreement.
 - E. **"User Documentation"** means the on-line and printed materials furnished by GSIA to Licensee describing the operation of the Mobile Kit, including but not limited to the reference manuals and user guides.
2. **License Grant.** In consideration of the payment of the product license fee, GSIA grants to Licensee a perpetual, nonexclusive, nontransferable license to access and use the Mobile Kit in accordance with the terms and conditions of this Agreement. The Mobile Kit may be used solely to serve the Licensee's internal business purposes. Licensee shall not use or allow use of the Mobile Kit for the benefit of any third party in any manner, including, without limitation, acting as an agent or consultant using the Mobile Kit in connection with the business of or on behalf of any third party, operating a service bureau, and making the Mobile Kit available to any third party under a time sharing arrangement. This license shall be to use the machine-readable object code only, and shall exclude any source code.
3. **Scope of Rights.**
 - A. **Mobile Kit Usage.** Licensee shall have the right to: (i) execute a single instance of the Mobile Kit server application on a Mobile Kit computing device for each Mobile Kit server license purchased and (ii) execute a single instance of the Mobile Kit client application and connect to a local instance of the Mobile Kit server application or to a remote instance of the Mobile Kit server application running on another physically connected Mobile Kit computing device for each Mobile Kit client license purchased.
 - B. **User Documentation.** Licensee may print, reproduce, and distribute as many copies of the electronic version of the User Documentation as it reasonably requires in support of its use of the Mobile Kit. Licensee may not reproduce the printed versions of the User Documentation it obtains from GSIA. If Licensee wishes to obtain additional printed copies of the User Documentation in addition to the standard number provided by GSIA, Licensee may order additional copies of the User Documentation at GSIA's published rates. Licensee may not modify, customize, reproduce, distribute, or adapt any portion of the User Documentation, except as authorized herein or expressly authorized by GSIA in writing.
4. **Reservation of Rights.** Licensee acknowledges and agrees that the Mobile Kit is proprietary to GSIA and is protected under United States copyright laws, other applicable copyright laws, and international treaty provisions. Licensee further acknowledges and agrees that the entire right, title, and interest in and to the Mobile Kit, and all modifications and enhancements thereof, including associated intellectual property rights, shall remain the property of GSIA. In the event Licensee makes suggestions to GSIA regarding new features, functionality, or performance that GSIA adopts for the Mobile Kit, such new features, functionality or performance shall become the sole and exclusive property of GSIA, free from any restriction imposed upon GSIA by the provisions of Section 16. GSIA retains all rights not expressly granted.
5. **Prohibited Activities.**

- A. During the term of this Agreement and thereafter, Licensee shall not:
- (i) use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as authorized herein or expressly authorized by GSIA in writing;
 - (ii) decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software;
 - (iii) transfer, loan, lease, assign, rent, or sublicense the Mobile Kit without GSIA's prior written consent and contingent upon the party to whom such transfer, loan, lease, assign, rent, or sublicense of the Mobile Kit is made entering into a version of this Agreement reasonably acceptable to GSIA and paying GSIA a reasonable administrative fee intended to cover attendant costs;
 - (iv) act as an agent or consultant using the Mobile Kit in connection with the business of any third party, permit operation of the Mobile Kit for service bureau work, for time-sharing arrangements or for the benefit of any third party, except as expressly authorized by GSIA in writing;
 - (v) publish the results of benchmark tests of the Mobile Kit;
 - (vi) use the Mobile Kit in controlling the operation of equipment in any nuclear facilities, aircraft navigation, communications or air traffic control, mass transit, medical equipment or weapons systems or in any other inherently dangerous application in which the failure of the products could lead directly to death, personal injury or severe physical or environmental damage;
 - (vii) install or transfer the Software on a computing device not supplied as part of a Mobile Kit;
 - (viii) use any GSIA APIs or web services to enable or permit the use of Software by from a computing device not supplied as part of a Mobile Kit or in any other manner otherwise prohibited by the User Documentation accompanying the APIs or by this Agreement; or
 - (ix) use the Software or its APIs to develop any software product that is competitive with any GSIA software product.
- B. Licensee's use of third party software products supplied by GSIA, if any, shall be subject to the foregoing restrictions.
6. **GSIA Technical Support Services.** Subject to Licensee's payment of the applicable fees therefor, GSIA will provide to Licensee technical support (the "Support Program" or "Support") for the current release of the Software and the immediately previous major release if the current release has been available for less than one year. A major release is designated by a change of version number in the 1st decimal position. Under the Support Program, Licensee shall have access to Support for the Software as follows:
- A. **Reporting Software Problems.** If Licensee believes it has discovered a defect in the supported Software, Licensee shall report the problem as set forth at <http://www.GSIAllc.com/support/contacts.html>. The problem report must contain Licensee's company name and product serial number; the name, phone number and e-mail address of the person reporting the problem; the priority level, the GSIA software product and version for which Licensee is reporting a problem; and the platform on which Licensee's software runs.
- A problem is defined as a situation where the Software does not function as specified. When reporting a problem, Licensee shall indicate its priority according to the definitions found at <http://www.GSIAllc.com/support>. Licensee is responsible for ensuring that the priority it assigns to a problem adheres to the foregoing definitions; GSIA reserves the right to adjust the priority level of a problem report if, in GSIA's reasonable discretion, the priority level assigned by Licensee is not reasonably consistent with the above definitions.
- For Priority 1 (as shown in subparagraph B of this of this section) problems Licensee may call and send an e-mail to ensure the fastest possible response. GSIA may require that Licensee designate a primary and secondary contact who will be authorized contacts for GSIA support personnel to help minimize the turnaround time for resolving problems and answering questions. Accordingly, GSIA may limit its telephone support to these authorized contacts for the Priority 1 problem.

- B. **Response Times.** GSIA will use commercially reasonable efforts to respond to problems in accordance with the following chart:

Priority	Response By or Before
1	1 business day
2	1 business day
3	5 business days
4	5 business days
5	10 business days

Response shall mean an acknowledgment of receipt of problem report and assignment of error incident number. If GSIA disagrees with or has questions about the priority assigned to the problem, the acknowledgment will note the issue and the priority will be discussed with the reporting customer.

- C. **Additional Licensee Responsibilities.** In order to assist GSIA in responding and resolving problems, Licensee shall provide or perform the following upon GSIA's reasonable request:

- Information on related hardware, environment and architecture
- A copy of relevant data in electronic format to help GSIA duplicate the problem
- Statistics on project database
- Statistics on program performance and/or network traffic
- Apply patches from GSIA and/or patches or new drivers from other vendors (for operating system, peripherals, database, browsers, etc.)
- Attempt to duplicate problem in an isolated test environment

- D. **Action Planning and Communication Goals.** For Priority 1 problem reports, GSIA will use reasonable efforts to provide a workaround where possible, within 5 business days. For Priority 1 problem reports, GSIA will use reasonable efforts to provide an action plan for a long-term fix for the issue within 30 business days of receipt. The action plan will include details on the proposed resolution and the timeframe of resolution. GSIA and Licensee acknowledge that under some circumstances it may be most expedient for GSIA's support personnel to be on-site at Licensee's location, which will be under additional terms and conditions mutually agreed at such time. Review of status throughout the entire process will be available to Licensee upon request through GSIA's technical support staff via phone, fax or e-mail.

- E. **Software Updates/Enhancements.** GSIA will make available to subscribers under this Support Program, on an ongoing basis, updates, which constitute fixes, releases and upgrades which include commercial releases of Software that have additional functionality as compared to prior versions and for which GSIA ordinarily charges a license fee to non-subscribers and non-licensees.

- F. **Service Support and Limitation.** GSIA shall have no obligation to support:

- Altered, damaged or modified Software;
- Software that is not the then-current release or, if the then-current release has been available for less than one year, Software that is not the immediately preceding major release;
- Software installed on a hardware platform or operating system that is not on the list of supported hardware platforms and operating systems found at www.GSIAllc.com/support;
- Errors or problems in the Software caused by negligence, abuse or misapplication of the Software, by hardware malfunctions or by failure to adhere to use of the Software as specified in the User Documentation;
- Software Errors arising from bugs, modifications or updates in or to operating systems, databases or other software not furnished by GSIA; or
- Software performance issues resulting from changes in Licensee's hardware platform or operating environment.

GSIA reserves the right to implement fixes solely in the most current version of the Software.

7. Software Warranty.

- A. **Warranty.** GSIA warrants, for the sole benefit of Licensee, that for ninety (90) days from the date of delivery of the initial purchase of Software (the "Warranty Period"):

- (i) the Software will perform substantially in accordance with the functional specifications in the User Documentation for the current version of the Software; and
- (ii) the electronic media on which the Software is distributed (if applicable) are free from defects in materials and workmanship.

B. **Remedy.** The remedy of Licensee for breach of the warranty set forth in this Section is that GSIA shall, if it receives written notice of such breach during the Warranty Period, either:

- (i) correct or cure any reproducible defect in breach of such warranty within a reasonable time by issuing corrected instructions, a restriction, or a bypass; or
- (ii) refund the license fees received by GSIA for the Software at issue, or a prorated portion of the annual Support services fee paid by Licensee for such Software and terminate this Agreement with respect to such Software.

In the event GSIA furnishes a correction or cure pursuant to clause (a), GSIA shall warrant such correction or cure for the remainder of the original Warranty Period or sixty (60) days, whichever is longer. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.

C. **Warranty Limitations.** The foregoing warranty is expressly conditioned on Licensee's observance of the operating procedures set forth in the User Documentation, and shall apply only to the most current English language version of the Software available at the time of purchase. The foregoing warranty shall not apply if the Software has been misused or damaged in any respect. GSIA further warrants that the Customer Support and Enhancement Services, if any, as GSIA furnishes under an addendum to this Agreement, shall be of a good and workmanlike quality.

8. **Ownership.** Title to and ownership of all rights in and to the Mobile Kit, including copyright and all other intellectual property rights, shall at all times remain with GSIA. The Licensee shall acquire no right whatsoever to all or any part of the Mobile Kit except the right to use the Mobile Kit in accordance with and subject to the terms of this Agreement.

9. **WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GSIA DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MOBILE KIT, THE SUPPORT SERVICES AND OTHER SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GSIA DOES NOT WARRANT THAT THE MOBILE KIT WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.**

10. **Mutual Representations and Warranties.** Each Party represents and warrants that it has all necessary right, title, and power to enter into this Agreement. GSIA further represents and warrants that it has all necessary right, title, and power to grant the licenses and rights provided hereunder.

11. **Limitation of Liability/Exclusion of Damages.**

A. The cumulative liability of GSIA to Licensee or any third party for all claims arising from or relating to this Agreement on any cause of action, including contract, negligence, strict liability or other tort, shall not exceed (i) the total amount of the license fees paid by Licensee to GSIA for the Mobile Kit products that are the subjects of such claims or, (ii) if the claim arises from the Support services or other services, GSIA's cumulative liability shall not exceed the Support services fees or other fees, as applicable, paid by Licensee to GSIA during the twelve (12) month period preceding such claim for the Support services for the Mobile Kit or other services. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

B. **EXCEPT FOR LICENSEE'S BREACH OF ITS LIMITATIONS OF USE AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY,**

BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

12. **Indemnification.** GSIA shall settle any claim made by a third party against Licensee that the Software infringes a United States patent or copyright, or any similar intellectual property right in the United States, and shall indemnify and hold Licensee harmless from and against all damages, expenses (including reasonable attorney's fees) arising from such a claim, provided that Licensee promptly notifies GSIA in writing of the claim (and in no case, more than one year after the expiration or termination of this Agreement), cooperates with GSIA, and allows GSIA to intervene in the suit. If such a claim is made or appears possible, Licensee agrees to permit GSIA to procure for the Licensee the right to continue to use the Mobile Kit, or to modify or replace the Mobile Kit to make it non-infringing. If GSIA determines that none of these alternatives is reasonably available, Licensee shall, upon written request from GSIA, return such products of the Mobile Kit as are the subject of the infringement claim, and GSIA shall refund to Licensee the license fee paid by Licensee for such products. However, GSIA has no obligation of indemnity for any claim of infringement arising from Licensee's modification of the Mobile Kit or its combination, operation, or use with any software, data, or equipment not specified by GSIA's technical documentation. **THIS PARAGRAPH STATES GSIA'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**
13. **Existing Licenses.** GSIA and Licensee agree that the terms of this Agreement shall not supersede or replace any other license agreements in effect between the parties for GSIA products other than the Software, including licenses accompanying shrink-wrapped kits previously purchased by Licensee, and all such prior license agreements shall remain in full force and effect.
14. **Audit.** During the term of this Agreement and for the following year, GSIA may, upon reasonable notice to Licensee, but not more frequently than once per year, either request a signed certification by an officer of the Licensee verifying that the Software is being used in accordance with the terms of this Agreement and/or audit Licensee's use of the Mobile Kit to ensure compliance with the terms and conditions of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's offices, shall not unreasonably interfere with Licensee's business activities, shall be subject to any necessary security measures of Licensee, and shall be at GSIA's sole expense. If an audit reveals that Licensee's use of the Mobile Kit exceeds the use permitted hereunder, then GSIA shall submit a claim to Licensee for any amount of underpayment. Licensee's use of third party software, if any, supplied by GSIA for use with the Mobile Kit is subject to the terms of this provision.
15. **U.S. Government Restricted Rights.** If the Mobile Kit is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with RESTRICTED RIGHTS. The Software and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-14 (Alternate III), 52.227-19, 227.7202, and 1852.227-86, as applicable.
16. **Confidentiality.** For purposes of this Agreement, the term "Recipient" shall mean the Licensee with respect to Confidential Information (as defined below) supplied hereunder by GSIA, and GSIA with respect to Confidential Information supplied by Licensee. "Confidential Information" means the information and materials noticed or

marked by GSIA or Reseller as confidential and proprietary, or which should reasonably be understood as confidential and proprietary given the nature of the information or materials, including but not limited to, any information, technical data or know-how that relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party. During the term of this Agreement and thereafter, the parties hereby agree that: (i) the Mobile Kit and all related technical and financial information (including the terms of Exhibit A hereto) furnished in any manner by GSIA, are and shall be treated as Confidential Information of GSIA; (ii) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (iii) Recipient shall exercise the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iv) Recipient shall only disclose Confidential Information to its employees, agents or contractors required to have knowledge of same to perform their duties. The foregoing confidentiality provisions shall not apply to any information which (i) Recipient can demonstrate was in its possession prior to receipt, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party; (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information, (iv) Recipient can demonstrate was independently developed without reliance on the Confidential Information, or (v) is subject to disclosure as required by law or court order, including the Freedom of Information Act 5 U.S.C. 552..

17. **Export Laws.** Licensee agrees to comply with all laws and regulations of the United States and other countries and jurisdictions ("Export Laws") to assure that the Mobile Kit is not exported, directly or indirectly, in violation of Export Laws, or used for any purpose prohibited by Export Laws. Licensee's use of third party software, if any, supplied by GSIA with the Mobile Kit is subject to the terms of this provision.
18. **Waiver.** The waiver or failure by either party to claim a breach of any provision shall not be a waiver of a breach of any other provision or a subsequent breach of the same provision.
19. **Severability.** Should any provision of this Agreement or the application thereof be found to be illegal or unenforceable to any extent or for any reason, such provision shall be reformed or restated so as to be enforceable to the maximum extent permissible under law and the remaining provisions of this Agreement shall remain in full force and effect.
20. **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered mail, facsimile, electronic mail, or by hand delivery to the address shown above, and, if addressed to GSIA, delivered to the Vice President of Finance.
21. **Delays.** Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, suspension or failure of necessary transportation systems, or other causes beyond its reasonable control.
22. **Governing Law.** This Agreement shall be interpreted, governed, and construed by the laws of the United States America, without regard to conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Information Transactions Act shall not apply.
23. **Assignment.** Licensee may not assign, delegate or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of GSIA. Any such assignment shall be invalid and unenforceable. GSIA may assign or transfer this Agreement only in accordance with the procedures in FAR Part 42.12. Subject to the restrictions of this section, consent shall not be required for (a) an assignment in connection with a merger; reorganization; change of control, legal form, or domicile of the party; transfer, disposition, or sale of all or substantially all of the assignor's assets; or operation of law; (b) a transaction with a majority-ownership affiliate or parent company succeeding to any part or all of assignor's operations provided the Licensor unconditionally guarantees the assignee's performance under this Agreement; or (c) a grant of a security interest in or a pledge or assignment (absolute, collateral, or other) of a right to payment under this Agreement. In no event shall Licensee be permitted to make an assignment to a competitor of Licensor or an assignment that compromises Licensor's

rights in and to any of the Licensed Marks. A breach of the obligations under this section shall constitute a material breach of this Agreement.

24. **Counterparts.** This Agreement may be executed by electronic or facsimile signature or in one or more counterparts, each of which shall be deemed to be an original, and all of which when taken together shall constitute one instrument.
25. **Completeness.** This Agreement may not be amended or modified except in writing and signed by authorized representatives of the parties hereto.
26. **Third Party Beneficiaries.** The suppliers to GSIA of software included in the Mobile Kit shall retain all rights and title in and to their respective software and shall be deemed third-party beneficiaries of this Agreement, to the extent permitted by law.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE.

GSIA LLC:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

LICENSEE:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Exhibit A
To
MOBILE KIT SOFTWARE LICENSE AGREEMENT
Between
GSIA LLC
And
_____ **(Licensee)**
Locations

Location(s) at which Licensee conducts business, is staffed by Licensee employees and at which GSIA Software is installed.

Location(s):

INVIZION, LLC SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") is made and entered into on this day of _____, 20__ by and between **INVIZION, LLC** a Tennessee limited liability company with its principal office and place of business located at 1100 Bethel Valley Road, Oak Ridge, Tennessee 37830 USA ("InVizion"), and Ordering Activity, an entity entitled to order under GSA schedule contracts as defined in GSA Order ADM 4800.2h and as revised from time to time, "Licensee."

1. **Definitions.** The terms below will have the following meanings when used in this Agreement:
 - A. **"Agreement"** includes this license Agreement and any Exhibit, Schedule, or Addendum executed pursuant to this Agreement.
 - B. **"API"** means an application programming interface, together with its related User Documentation, for a software product in the Software.
 - C. **"Business Third Party"** means any third-party identifiable individual that requires access to the Software in connection with the operation of Licensee's business, including consultants and contractors.
 - D. **"Computer Network"** means any combination of two or more computers (one of which must be a network server) owned, leased or otherwise controlled by Licensee that are electronically linked and capable of sharing the use of a single software program.
 - E. **"Exhibit A"** means Exhibit A, or follow-on Exhibits A (i.e. A-2, A-3, etc.) for the purchase of additional Software licenses. Exhibit A shall include Licensee's Purchase Order.
 - F. **"Software"** means the software products, and any API delivered with the software products, specified in Exhibit A in object code form, including any future releases, enhancements, or modifications which may be furnished to Licensee under this Agreement.
 - G. **"Location"** means the address(es) set forth in the Location(s) section of Exhibit A at which Licensee conducts business, is staffed by Licensee employees and at which server Software is installed. Licensee may modify Location(s) by providing prior written notice to InVizion.
 - H. **"Named User"** means a specific individual designated by Licensee to either (i) use one copy of the Software or (ii) have access to the Software in object code form on a Computer Network.
 - I. **"User Documentation"** means the on-line and printed materials furnished by InVizion to Licensee describing the operation of the Software, including but not limited to the reference manuals and user guides.
2. **License Grant.** In consideration of the payment of the product license fees indicated on Exhibit A, InVizion grants to Licensee a perpetual, nonexclusive, nontransferable license to permit a number of Named Users commensurate with the number of Named User licenses purchased to access and use the Software in accordance with the terms and conditions of this Agreement. A separate license must be purchase for each Named User. Named User licenses may not be shared or used by more than one specific individual, even if that use is not concurrent. A copy of the Software stored on hard disk on a network server for the sole purpose of use by network workstations is not deemed to be in use on the network server. The Software may be used solely to serve the Licensee's internal business purposes. Licensee shall not use or allow use of the Software for the benefit of any third party in any manner, including, without limitation, acting as an agent or consultant using the Software in connection with the business of or on behalf of any third party, operating a service bureau, and making the Software available to any third party under a time sharing arrangement. This license shall be to use the machine-readable object code only, and shall exclude any source code. Licensee agrees to maintain a current list of Named Users and have a reasonable mechanism in place to assure that use of the Software is limited to Named Users and that the number of Named Users does not exceed the total number of Named User licenses shown on Exhibit A.
3. **Scope of Rights.**
 - A. **User Licenses.** Licensee shall have the right to: (i) for each Named User license purchased, install the Software on a single stand-alone computer (i.e., laptop with a single CPU) owned, leased or otherwise controlled by Licensee for local, non-concurrent use by a Named User, or install a single instance of the

Software on a Computer Network at a Location set forth in Exhibit A for concurrent, remote use by Named Users; (ii) permit use of the Software solely in object code form by Named Users for whom a Named User License has been purchased; and (iii) administer the Software such that changes to the Named Users within the Software are allowed to provide for corresponding changes in personnel or Business Third Parties.

- B. **Business Third Parties.** Business Third Parties may be designated as Named Users, but only if (i) each such Business Third Party and his or her employer executes a confidentiality agreement in accordance with section 17 and (ii) the Business Third Parties do not use the Software to operate or manage their own business or the business of their employer. Licensee shall accept responsibility for the acts and omissions of such Business Third Parties and shall indemnify InVizion against losses or damages arising from their breach of the terms hereof.
 - C. **Archival Copies and Recordkeeping.** Licensee may make a reasonable number of copies of the Software in object code form for storage at Licensee's location for non-productive backup purposes only, provided that InVizion's proprietary legends and copyright notices are reproduced on such copy. Licensee may, after notification to and consent of InVizion, which shall not be unreasonably withheld, store one (1) such backup copy of the Software at a third-party disaster recovery facility. Licensee shall maintain complete and accurate records in sufficient detail to determine the location of all copies, including archival copies, of the Software.
 - D. **User Documentation.** Licensee may print, reproduce, and distribute as many copies of the electronic version of the User Documentation as it reasonably requires in support of its use of the Software. Licensee may not reproduce the printed versions of the User Documentation it obtains from InVizion. If Licensee wishes to obtain additional printed copies of the User Documentation in addition to the standard number provided by InVizion, Licensee may order additional copies of the User Documentation at InVizion's published rates. Licensee may not modify, customize, reproduce, distribute, or adapt any portion of the User Documentation, except as authorized herein or expressly authorized by InVizion in writing.
4. **Reservation of Rights.** Licensee acknowledges and agrees that the Software is proprietary to InVizion and is protected under United States copyright laws, other applicable copyright laws, and international treaty provisions. Licensee further acknowledges and agrees that the entire right, title, and interest in and to the Software, and all modifications and enhancements thereof, including associated intellectual property rights, shall remain the property of InVizion. In the event Licensee makes suggestions to InVizion regarding new features, functionality, or performance that InVizion adopts for the Software, such new features, functionality or performance shall become the sole and exclusive property of InVizion, free from any restriction imposed upon InVizion by the provisions of Section 16. InVizion retains all rights not expressly granted.
5. **Prohibited Activities.**
- A. During the term of this Agreement and thereafter, Licensee shall not, and shall not permit any Business Third Party to:

- (i) use, copy, modify, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as authorized herein or expressly authorized by InVizion in writing;
 - (ii) decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Software;
 - (iii) transfer, loan, lease, assign, rent, or sublicense the Software without InVizion's prior written consent and contingent upon the party to whom such transfer, loan, lease, assign, rent, or sublicense of the Software is made entering into a version of this Agreement reasonably acceptable to InVizion and paying InVizion a reasonable administrative fee intended to cover attendant costs;
 - (iv) act as an agent or consultant using the Software in connection with the business of any third party, permit operation of the Software for service bureau work, for time-sharing arrangements or for the benefit of any third party, except as expressly authorized by InVizion in writing;
 - (v) publish the results of benchmark tests of the Software;
 - (vi) use the Software in controlling the operation of equipment in any nuclear facilities, aircraft navigation, communications or air traffic control, mass transit, medical equipment or weapons systems or in any other inherently dangerous application in which the failure of the products could lead directly to death, personal injury or severe physical or environmental damage;
 - (vii) install the Software on a computer at a location not listed in Exhibit A or transfer a computer with the Software to a location not listed in Exhibit A without prior written notification to InVizion with the exception of portable computers with a local, non-shared installation of the Software;
 - (viii) use any InVizion APIs or web services to enable or permit the use of Software by individuals other than the Named Users or by more Named Users than the number of Named User Licenses set forth in Exhibit A, or in any other manner otherwise prohibited by the User Documentation accompanying the APIs or by this Agreement; or
 - (ix) use the Software or its APIs to develop any software product that is competitive with any InVizion software product.
- B. Licensee's use of third party software products supplied by InVizion, if any, shall be subject to the foregoing restrictions. Licensee shall not, and shall not permit any Business Third Party to, use such third party software products in standalone mode or in combination with applications other than the Software.
6. **InVizion Technical Support Services.** Subject to Licensee's payment of the applicable fees therefor, InVizion will provide to Licensee technical support (the "Support Program" or "Support") for the current release of the Software and the immediately previous major release if the current release has been available for less than one year. A major release is designated by a change of version number in the 1st decimal position. Under the Support Program, Licensee shall have access to Support for the Software as follows:
- A. **Reporting Software Problems.** If Licensee believes it has discovered a defect in the supported Software, Licensee shall report the problem as set forth at <http://www.InVizionllc.com/support/contacts.html>. The problem report must contain Licensee's company name and product serial number; the name, phone number and e-mail address of the person reporting the problem; the priority level, the InVizion software product and version for which Licensee is reporting a problem; and the platform on which Licensee's software runs.
- A problem is defined as a situation where the Software does not function as specified. When reporting a problem, Licensee shall indicate its priority according to the definitions found at <http://www.InVizionllc.com/support>. Licensee is responsible for ensuring that the priority it assigns to a problem adheres to the foregoing definitions; InVizion reserves the right to adjust the priority level of a problem report if, in InVizion's reasonable discretion, the priority level assigned by Licensee is not reasonably consistent with the above definitions.
- For Priority 1 (as shown in subparagraph B of this of this section) problems Licensee may call and send an e-mail to ensure the fastest possible response. InVizion may require that Licensee designate a primary and secondary contact who will be authorized contacts for InVizion support personnel to help minimize the turnaround time for resolving problems and answering questions. Accordingly, InVizion may limit its telephone support to these authorized contacts for the Priority 1 problem.
- B. **Response Times.** InVizion will use commercially reasonable efforts to respond to problems in accordance with the following chart:

Priority	Response By or Before
1	1 business day
2	1 business day
3	5 business days
4	5 business days
5	10 business days

Response shall mean an acknowledgment of receipt of problem report and assignment of error incident number. If InVizion disagrees with or has questions about the priority assigned to the problem, the acknowledgment will note the issue and the priority will be discussed with the reporting customer.

C. **Additional Licensee Responsibilities.** In order to assist InVizion in responding and resolving problems, Licensee shall provide or perform the following upon InVizion's reasonable request:

- Information on related hardware, environment and architecture
- A copy of relevant data in electronic format to help InVizion duplicate the problem
- Statistics on project database
- Statistics on program performance and/or network traffic
- Apply patches from InVizion and/or patches or new drivers from other vendors (for operating system, peripherals, database, browsers, etc.)
- Attempt to duplicate problem in an isolated test environment

D. **Action Planning and Communication Goals.** For Priority 1 problem reports, InVizion will use reasonable efforts to provide a workaround where possible, within 5 business days. For Priority 1 problem reports, InVizion will use reasonable efforts to provide an action plan for a long-term fix for the issue within 30 business days of receipt. The action plan will include details on the proposed resolution and the timeframe of resolution. InVizion and Licensee acknowledge that under some circumstances it may be most expedient for InVizion's support personnel to be on-site at Licensee's location, which will be under additional terms and conditions mutually agreed at such time. Review of status throughout the entire process will be available to Licensee upon request through InVizion's technical support staff via phone, fax or e-mail.

E. **Software Updates/Enhancements.** InVizion will make available to subscribers under this Support Program, on an ongoing basis, updates, which constitute fixes, releases and upgrades which include commercial releases of Software that have additional functionality as compared to prior versions and for which InVizion ordinarily charges a license fee to non-subscribers and non-licensees.

F. **Service Support and Limitation.** InVizion shall have no obligation to support:

- Altered, damaged or modified Software;
- Software that is not the then-current release or, if the then-current release has been available for less than one year, Software that is not the immediately preceding major release;
- Software installed on a hardware platform or operating system that is not on the list of supported hardware platforms and operating systems found at www.InVizionllc.com/support;
- Errors or problems in the Software caused by negligence, abuse or misapplication of the Software, by hardware malfunctions or by failure to adhere to use of the Software as specified in the User Documentation;
- Software Errors arising from bugs, modifications or updates in or to operating systems, databases or other software not furnished by InVizion; or
- Software performance issues resulting from changes in Licensee's hardware platform or operating environment.

InVizion reserves the right to implement fixes solely in the most current version of the Software.

7. Software Warranty.

A. **Warranty.** InVizion warrants, for the sole benefit of Licensee, that for ninety (90) days from the date of delivery of the initial purchase of Software (the "Warranty Period"):

- (i) the Software will perform substantially in accordance with the functional specifications in the User Documentation for the current version of the Software; and
 - (ii) the electronic media on which the Software is distributed (if applicable) are free from defects in materials and workmanship.
 - B. **Remedy.** The remedy of Licensee for breach of the warranty set forth in this Section is that InVizion shall, if it receives written notice of such breach during the Warranty Period, either:
 - (i) correct or cure any reproducible defect in breach of such warranty within a reasonable time by issuing corrected instructions, a restriction, or a bypass; or
 - (ii) refund the license fees received by InVizion for the Software at issue, or a prorated portion of the annual Support services fee paid by Licensee for such Software and terminate this Agreement with respect to such Software.

In the event InVizion furnishes a correction or cure pursuant to clause (a), InVizion shall warrant such correction or cure for the remainder of the original Warranty Period or sixty (60) days, whichever is longer. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101-7109.
 - C. **Warranty Limitations.** The foregoing warranty is expressly conditioned on Licensee's observance of the operating procedures set forth in the User Documentation, and shall apply only to the most current English language version of the Software available at the time of purchase. The foregoing warranty shall not apply if the Software has been misused or damaged in any respect. InVizion further warrants that the Customer Support and Enhancement Services, if any, as InVizion furnishes under an addendum to this Agreement, shall be of a good and workmanlike quality.
8. **Ownership.** Title to and ownership of all rights in and to the Software, including copyright and all other intellectual property rights, shall at all times remain with InVizion. The Licensee shall acquire no right whatsoever to all or any part of the Software except the right to use the Software in accordance with and subject to the terms of this Agreement.
 9. **WARRANTY DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INVIZION DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SOFTWARE, THE SUPPORT SERVICES AND OTHER SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. INVIZION DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.**
 10. **Mutual Representations and Warranties.** Each Party represents and warrants that it has all necessary right, title, and power to enter into this Agreement. InVizion further represents and warrants that it has all necessary right, title, and power to grant the licenses and rights provided hereunder.
 11. **Limitation of Liability/Exclusion of Damages.**
 - A. The cumulative liability of InVizion to Licensee or any third party for all claims arising from or relating to this Agreement on any cause of action, including contract, negligence, strict liability or other tort, shall not exceed (i) the total amount of the license fees paid by Licensee to InVizion for the Software products that are the subjects of such claims or, (ii) if the claim arises from the Support services or other services, InVizion's cumulative liability shall not exceed the Support services fees or other fees, as applicable, paid by Licensee to InVizion during the twelve (12) month period preceding such claim for the Support services for such Software product or other services. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.
 - B. **EXCEPT FOR LICENSEE'S BREACH OF ITS LIMITATIONS OF USE AND CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED**

DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF THE PARTY FROM WHICH SUCH DAMAGES ARE SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

- C. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).**

12. **Indemnification.** InVizion shall settle any claim made by a third party against Licensee that the Software infringes a United States patent or copyright, or any similar intellectual property right in the United States, and shall indemnify and hold Licensee harmless from and against all damages, expenses (including reasonable attorney's fees) arising from such a claim, provided that Licensee promptly notifies InVizion in writing of the claim (and in no case, more than one year after the expiration or termination of this Agreement), cooperates with InVizion, and allows InVizion to intervene in the suit. If such a claim is made or appears possible, Licensee agrees to permit InVizion to procure for the Licensee the right to continue to use the Software, or to modify or replace the Software to make it non-infringing. If InVizion determines that none of these alternatives is reasonably available, Licensee shall, upon written request from InVizion, return such products of the Software as are the subject of the infringement claim, and InVizion shall refund to Licensee the license fee paid by Licensee for such products. However, InVizion has no obligation of indemnity for any claim of infringement arising from Licensee's modification of the Software or its combination, operation, or use with any software, data, or equipment not specified by InVizion's technical documentation. **THIS PARAGRAPH STATES INVIZION'S ENTIRE OBLIGATION WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**
13. **Existing Licenses.** InVizion and Licensee agree that the terms of this Agreement shall not supersede or replace any other license agreements in effect between the parties for InVizion products other than the Software, including licenses accompanying shrink-wrapped kits previously purchased by Licensee, and all such prior license agreements shall remain in full force and effect.
14. **Audit.** During the term of this Agreement and for the following year, InVizion may, upon reasonable notice to Licensee, but not more frequently than once per year, either request a signed certification by an officer of the Licensee verifying that the Software is being used in accordance with the terms of this Agreement and/or audit Licensee's use of the Software to ensure compliance with the terms and conditions of this Agreement. Any such audit shall be conducted during regular business hours at Licensee's offices, shall not unreasonably interfere with Licensee's business activities, shall be subject to any necessary security measures of Licensee, and shall be at InVizion's sole expense. If an audit reveals that Licensee's use of the Software exceeds the use permitted hereunder, then InVizion shall submit a claim to Licensee for any amount of underpayment. Licensee's use of third party software, if any, supplied by InVizion for use with the Software is subject to the terms of this provision.
15. **U.S. Government Restricted Rights.** If the Software is acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with RESTRICTED RIGHTS. The Software and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-14 (Alternate III), 52.227-19, 227.7202, and 1852.227-86, as applicable.
16. **Confidentiality.** For purposes of this Agreement, the term "Recipient" shall mean the Licensee with respect to Confidential Information (as defined below) supplied hereunder by InVizion, and InVizion with respect to

Confidential Information supplied by Licensee. “Confidential Information” means the information and materials noticed or marked by InVizion or Reseller as confidential and proprietary, or which should reasonably be understood as confidential and proprietary given the nature of the information or materials, including but not limited to, any information, technical data or know-how that relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party. During the term of this Agreement and thereafter, the parties hereby agree that: (i) the Software and all related technical and financial information (including the terms of Exhibit A hereto) furnished in any manner by InVizion, are and shall be treated as Confidential Information of InVizion; (ii) Recipient shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (iii) Recipient shall exercise the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient’s own confidential property; and (iv) Recipient shall only disclose Confidential Information to its employees, agents or contractors required to have knowledge of same to perform their duties. The foregoing confidentiality provisions shall not apply to any information which (i) Recipient can demonstrate was in its possession prior to receipt, (ii) is or subsequently becomes publicly available without Recipient’s breach of any obligation owed the disclosing party; (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information, (iv) Recipient can demonstrate was independently developed without reliance on the Confidential Information, or (v) is subject to disclosure as required by law or court order, including the Freedom of Information Act 5 U.S.C. 552.

17. **Export Laws.** Licensee agrees to comply with all laws and regulations of the United States and other countries and jurisdictions (“Export Laws”) to assure that the Software is not exported, directly or indirectly, in violation of Export Laws, or used for any purpose prohibited by Export Laws. Licensee’s use of third party software, if any, supplied by InVizion with the Software is subject to the terms of this provision.
18. **Waiver.** The waiver or failure by either party to claim a breach of any provision shall not be a waiver of a breach of any other provision or a subsequent breach of the same provision.
19. **Severability.** Should any provision of this Agreement or the application thereof be found to be illegal or unenforceable to any extent or for any reason, such provision shall be reformed or restated so as to be enforceable to the maximum extent permissible under law and the remaining provisions of this Agreement shall remain in full force and effect.
20. **Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered mail, facsimile, electronic mail, or by hand delivery to the address shown above, and, if addressed to InVizion, delivered to the Chief Financial Officer.
21. **Delays.** Neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosions, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, suspension or failure of necessary transportation systems, or other causes beyond its reasonable control.
22. **Governing Law.** This Agreement shall be interpreted, governed, and construed by the laws of the United States America, without regard to conflicts of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Information Transactions Act shall not apply.
23. **Assignment.** Licensee may not assign, delegate or otherwise transfer this Agreement or its rights or obligations hereunder without the prior written consent of InVizion. Any such assignment shall be invalid and unenforceable. InVizion may assign or transfer this Agreement only in accordance with the procedures in FAR Part 42.12. Subject to the restrictions of this section, consent shall not be required for (a) an assignment in connection with a merger; reorganization; change of control, legal form, or domicile of the party; transfer, disposition, or sale of all or substantially all of the assignor’s assets; or operation of law; (b) a transaction with a majority-ownership affiliate or parent company succeeding to any part or all of assignor’s operations provided the Licensor unconditionally guarantees the assignee’s performance under this Agreement; or (c) a grant of a security interest in or a pledge or assignment (absolute, collateral, or other) of a right to payment under this

Agreement. In no event shall Licensee be permitted to make an assignment to a competitor of Licensor or an assignment that compromises Licensor's rights in and to any of the Licensed Marks. A breach of the obligations under this section shall constitute a material breach of this Agreement.

24. **Counterparts.** This Agreement may be executed by electronic or facsimile signature or in one or more counterparts, each of which shall be deemed to be an original, and all of which when taken together shall constitute one instrument.
25. **Completeness.** This Agreement may not be amended or modified except in writing and signed by authorized representatives of the parties hereto.
26. **Third Party Beneficiaries.** The suppliers to InVizion of software included in the Software shall retain all rights and title in and to their respective software and shall be deemed third-party beneficiaries of this Agreement, to the extent permitted by law.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN. EACH PARTY HAS CAUSED THIS AGREEMENT TO BE EXECUTED BY ITS DULY AUTHORIZED REPRESENTATIVE.

INVIZION LLC:

LICENSEE:

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**Exhibit A
To
SOFTWARE LICENSE AGREEMENT
Between
INVIZION LLC
And**

_____(Licensee)

Fees and Locations

A. Product License Fees

Software	# Named User Licenses	Unit Price (US\$)	Total License (US\$)
<i>InVizion® Full Use License</i>			
<i>InVizion® Read Only License</i>			
Total Initial Order Fees			

Product	Total List Price (US\$)	Support And Maintenance Rate (%)	Annual Support and Maintenance Fee (US\$)
<i>InVizion® Full Use License</i>		20%	
<i>InVizion® Read Only License</i>			
Total Initial Order Fees			

B. Location(s)

Location(s) at which Licensee conducts business, is staffed by Licensee employees and at which InVizion Software is installed.

Location(s):
