GENERAL SERVICES ADMINISTRATION
Federal Supply Service

Authorized Federal Supply Schedule Price List

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:


Schedule Title: Multiple Award Schedule

Federal Supply Group: Information Technology - IT Software

Contract Number: GS-35F-098AA

Period Covered by Contract: December 11, 2012 – December 10, 2022

Price list current though mod PA-0022 effective December 31, 2020

VENIO SYSTEMS INC
4031 University Dr Ste 100
Fairfax, VA 22030
703-677-7043
Bimal Tamraker
bimal@veniosystems.com
www.veniosystems.com

Business Size: Small Business

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at www.fss.gsa.gov.
CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS

<table>
<thead>
<tr>
<th>(SINs) SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

1c. If the Contractor is proposing hourly rates a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.

2. MAXIMUM ORDER*: $ 500,000

3. MINIMUM ORDER: $100

4. GEOGRAPHIC COVERAGE: Domestic

5. POINT(S) OF PRODUCTION: US

6. DISCOUNT FROM LIST PRICES: GSA Net Prices are shown on the attached GSA Pricelist. See Attachment.

7. QUANTITY DISCOUNT(S): None

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.

9. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: Specified in Task Order

10b. 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.
10c. 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

10d. 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

11. FOB POINT: Destination

12a. ORDERING ADDRESS: Same as contractor

12b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s), are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. PAYMENT ADDRESS: Same as contractor

14. WARRANTY PROVISION: N/A for services

15. EXPORT PACKING CHARGES: Not applicable

16. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): N/A

17. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): As applicable

18a. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE
LISTS ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): As applicable

18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): As applicable

19. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

20. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

21. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

22a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

22b. Section 508 Compliance for Electronic and Information Technology (EIT): 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. DUNS NUMBER: 117625974
24. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database

Pricing

<table>
<thead>
<tr>
<th>SIN #</th>
<th>MFR Part #</th>
<th>Product Name/ Description</th>
<th>GSA PRICE</th>
<th>Country of Origin</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>FPR_core -4</td>
<td>FPR Core Based Pricing - 4 - per year</td>
<td>$62,213.13</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>FPR_core -8</td>
<td>FPR Core Based Pricing - 8 - per year</td>
<td>$95,712.50</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>FPR_core -12</td>
<td>FPR Core Based Pricing - 12 - per year</td>
<td>$133,997.50</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>FPR_core -16</td>
<td>FPR Core Based Pricing - 16 - per year</td>
<td>$153,140.00</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>FPR_core -16+</td>
<td>FPR Core Based Pricing - 16+ - per year - per additional core</td>
<td>$9,571.25</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-5</td>
<td>Web Review Interface User Pricing per year - 5 named users</td>
<td>$2,392.81</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-10</td>
<td>Web Review Interface User Pricing per year - 10 named users</td>
<td>$4,307.06</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-25</td>
<td>Web Review Interface User Pricing per year - 25 named users</td>
<td>$10,528.38</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-50</td>
<td>Web Review Interface User Pricing per year - 50 named users</td>
<td>$20,099.63</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-100</td>
<td>Web Review Interface User Pricing per year - 100 named users</td>
<td>$38,285.00</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebECA-5</td>
<td>Web ECA Interface User Pricing per year - 5 named users</td>
<td>$2,392.81</td>
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<tr>
<td>511210</td>
<td>FPR_Tiff-5</td>
<td>Add-On Module Pricing - Tiffing &amp; Production - Price per year - 5 instances</td>
<td>$2,871.38</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>FPR_Tiff-10</td>
<td>Add-On Module Pricing - Tiffing &amp; Production - Price per year - 10 instances</td>
<td>$5,359.90</td>
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<tr>
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<td>Add-On Module Pricing - Tiffing &amp; Production - Price per year - 15 instances</td>
<td>$7,752.71</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>FPR_Tiff-20</td>
<td>Add-On Module Pricing - Tiffing &amp; Production - Price per year - 20 instances</td>
<td>$10,049.81</td>
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<tr>
<td>511210</td>
<td>FPR_Tiff-40</td>
<td>Add-On Module Pricing - Tiffing &amp; Production - Price per year - 40+ instances</td>
<td>$19,142.50</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>AR-4</td>
<td>Venio Assisted Review - 4 Instances</td>
<td>$17,856.25</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>ND-4</td>
<td>Near-Deduping - 4 Instances</td>
<td>$28,713.75</td>
<td>US</td>
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<tr>
<td>Burst</td>
<td>FPR_core -2B</td>
<td>FPR Core Based Pricing per month (Processing Only) - 2 - per month - Burst pricing</td>
<td>$7,657.00</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>WebRw-1B</td>
<td>Web Review Interface User Pricing per month - 1 named users - Burst pricing</td>
<td>$95.71</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebRw-5B</td>
<td>Web Review Interface User Pricing per month - 5 named users - Burst pricing</td>
<td>$382.85</td>
<td>US</td>
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<tr>
<td>511210</td>
<td>WebECA-1B</td>
<td>Web ECA Interface User Pricing per month - 1 named users - Burst pricing</td>
<td>$95.71</td>
<td>US</td>
</tr>
<tr>
<td>511210</td>
<td>WebECA-5B</td>
<td>Web ECA Interface User Pricing per month - 5 named users - Burst pricing</td>
<td>$382.85</td>
<td>US</td>
</tr>
</tbody>
</table>
INFORMATION TECHNOLOGY CATEGORY

SIN 511210 Software Licenses Terms and Conditions

1. Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. Guarantee/Warranty
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract. AIT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE OR ANY THIRD PARTY PROGRAMS.
   b. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. Technical Services The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number _______________ (“Support Number”) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from during regular business hours (8am-5pm EST) Monday-Friday excluding federally recognized holidays.

4. Software Maintenance
   a. Software maintenance included in term software license fees includes:
      • The Ordering Activity’s Support Number access during implementation;
      • AIT’s provisioning of released Software enhancements (“Upgrades”),
      • AIT giving the ordering activity access to any conversion program AIT has developed to assist in implementing Upgrades; and
      • AIT reporting any issues experienced by the Ordering Activity to Third Party licensors.
   b. Software maintenance does NOT include customized changes to Software. c. Invoices for Software maintenance shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance
charges must be paid in arrears (31 U.S.C. § 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, WILL BE SHOWN ON THE INVOICE.

5. Periods of Term Licenses (SIN 132-32)
   a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
   
b. Term licenses may be discontinued by the ordering activity on a thirty (30) calendar day written notice to the Contractor.
   
c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses is to be continued during any remainder of the contract period.
   
d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
   
e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.

6. Utilization of Licenses
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   
b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
      
      (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
   
      (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity.
The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user or ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

7. Software Conversion Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.

Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

INFORMATION TECHNOLOGY CATEGORY

SIN 33411 Purchasing of New Equipment Terms and Conditions

TERMS AND CONDITIONS APPLICABLE TO PURCHASING NEW ELECTRONIC EQUIPMENT (SPECIAL ITEM NUMBER 33411)

1. MATERIAL AND WORKMANSHIP All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES
   a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges for such services are listed in the price schedule.

   b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or
mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is separable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

6. WARRANTY
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.
   
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
   
   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
   
   d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor’s plant, the address is as follows: Abba Technologies, Inc. 5301 Beverly Hills Ave NE Albuquerque, New Mexico 87113.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management
Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).