HANNON HILL CORPORATION
3423 PIEDMONT RD NE
STE 520
ATLANTA, GA 30305-4814
Phone: 678-904-6900
Fax: 678-904-6901
http://www.hannonhill.com/

CONTRACT NUMBER: GS-35F-111CA

PERIOD COVERED BY CONTRACT:
December 15, 2014 through December 14, 2024

BUSINESS SIZE:
Small Business

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAAdvantage.gov. For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Price List Current through Modification PA-0022 effective April 26, 2022
CUSTOMER INFORMATION

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>611420</td>
<td>Information Technology Training</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>611420</td>
<td>$250,000 per SIN/Order</td>
</tr>
<tr>
<td>OLM</td>
<td>$250,000 per SIN/Order</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT OF PRODUCTION: United States

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

7. QUANTITY DISCOUNT: None

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

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

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

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: 1 Day ARO

11b. EXPEDITED DELIVERY: Contact Contractor

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

11d. URGENT REQUIREMENTS: Contact Contractor
12. F.O.B. POINT: Destination

13a. ORDERING ADDRESS: Hannon Hill Corporation
     3423 PIEDMONT RD NE
     STE 520
     ATLANTA, GA 30305-4814

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

14. PAYMENT ADDRESS: Same as Ordering Address

15. WARRANTY PROVISION: Standard Commercial Warranty

16. EXPORT PACKING CHARGES: Not Applicable

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: Will be accepted above the micro-purchase threshold

18. TERMS AND CONDITIONS OF RENTAL: Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS: Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Not Applicable

21. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable

22. LIST OF PARTICIPATING DEALERS: Not Applicable

23. PREVENTIVE MAINTENANCE: Not Applicable

24a. SPECIAL ATTRIBUTES: Not Applicable

24b. SECTION 508 COMPLIANCE INFORMATION: https://www.hannonhill.com/about-us/legal/accessibility.html

25. UNIQUE ENTITY IDENTIFIER (UEI) NUMBER: KKTWWT5BD5M8

26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
1. **INSPECTION/ACCEPTANCE**

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

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. **GUARANTEE/WARRANTY**

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 678-904-6900 ext. 2 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00am to 5:30pm EST.

5. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type) :

      _____ X _____ 1. Software Maintenance as a Product (SIN 511210)

      Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.
Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

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

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 0% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of 0* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210 AND 54151)

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

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

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

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

(3) Except as is provided in paragraph 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.

10. SOFTWARE CONVERSIONS - (SIN 511210)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

None
13. EULA
The end user license agreements (EULA), web services (Terms of Service), or other user agreements agreed to by Hannon Hill Corporation and dated October 1, 2014 for Cascade Server is hereby incorporated into Schedule contract GS-35F-111CA.
1. **SCOPE**
   
a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. **ORDER**

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

3. **TIME OF DELIVERY**

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

4. **CANCELLATION AND RESCHEDULING**

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

5. **FOLLOW-UP SUPPORT**

The Contractor agrees to provide each student with unlimited telephone support or online support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.
6. **PRICE FOR TRAINING**

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. **INVOICES AND PAYMENT**

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

8. **FORMAT AND CONTENT OF TRAINING**

   a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

   b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

   c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

   d. The Contractor shall provide the following information for each training course offered:

      (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

      (2) The length of the course;

      (3) Mandatory and desirable prerequisites for student enrollment;

      (4) The minimum and maximum number of students per class;

      (5) The locations where the course is offered;

      (6) Class schedules; and

      (7) Price (per student, per class (if applicable)).

   e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

   f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. **“NO CHARGE” TRAINING**

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None
HANNON HILL CORPORATION CASCADE SERVER™ SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this "License") is entered into by and between Hannon Hill Corporation, a Georgia Corporation (the “Licensor”) and _GSA Customer_., (hereafter “Licensee”), as of the __ day of ______, 2014.

BACKGROUND:

1. The Software (as defined below) is licensed, not sold, to Licensee pursuant to the terms of this License. Licensee may use the Software only as described in this License. Exhibit A attached to this License is incorporated herein by reference and made a part hereof.

2. When the end user is an instrumentality of the U.S., this agreement is a contract with the U.S. Government and becomes effective when signed by the contractor and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, Ordering Activities placing orders against the ID/IQ or Schedule Contract are subject to this agreement as a term of the contract. This EULA (or TOS) shall bind the GSA Customer, subject to federal law. This agreement shall not operate to bind the GSA Customer’s employee or person acting on behalf of the GSA Customer in his or her personal capacity.

NOW, THEREFORE, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree as follows:

1. SOFTWARE. The capitalized term "Software" refers to the computer program known as Cascade Server, any updates, supplemental code or programs provided to you by Licensor with or in connection with Cascade Server, the user's manual and Help file, any components, any related media and printed materials, and any related "online" or electronic documentation.

2. GRANT OF LICENSE. Registered Copy. When you purchase a license, you will be provided with a registration key. You may permit the number of server processors for which you have purchased a license as indicated on the invoice or sales receipt. A multiple processor license may not be converted into the
equivalent number of single processor licenses or vice versa. A license for the Software may not be shared by alternating use of the Software between different servers with the exception of a disaster recovery server. If you acquired the Software for a reduced price as an upgrade from a previous version of the Software, you may not use the previous version on a separate server than the current Software. You may make one copy of the Software for back-up or archival purposes. You may permanently transfer all of your rights under this License only in connection with a merger, sale or transfer of your business or Web site and related URL, but only if the recipient agrees to the terms of this License, you destroy any copy of the Software not transferred, and, if the Software was licensed to you at a reduced price as an upgrade from a previous version, you destroy any copy of any previous version that is not transferred. Multiple licenses purchased at a volume discount may be transferred to one entity only. Other than as described in this paragraph, you may not copy or transfer the Software in whole or in part. In the event of a conflict between the terms of this License and Exhibit A, the GSA Schedule Contract governs.

3. RESTRICTIONS. You may not reduce the Software to human readable form, reverse engineer, de-compile, disassemble, merge, adapt, or modify the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. You may not use the Software to perform any unauthorized or unlawful transfer of information, such as copying or transferring a file in violation of a copyright, or for any illegal purpose.

4. SUPPORT SERVICES. Licensor may provide you with support services related to the Software as further described in Exhibit A and on the Licensor’s online support website. Licensor may use any non-confidential information you provide as part of obtaining support services solely for its business purposes, including product support and development.

5. TERMINATION. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hannon Hill shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. If your license terminates, you must destroy all copies of the Software. The termination of this License does not limit Licensor’s other rights it may have by law.

6. INTELLECTUAL PROPERTY. You acknowledge that you have only the limited, non-exclusive right to use and copy the Software as expressly stated in this License and that Licensor retains title to the Software and all other rights not expressly granted. You agree not to remove or modify any copyright, trademark, patent or other proprietary notices that appear, on, in or with the Software. The Software is protected by United States copyright, patent and trademark laws and international treaty provision.
7. EXPORT RESTRICTIONS. You may not export or re-export the Software in violation of the export laws of the United States. Among other things, U.S. laws provide that the Software may not be exported or re-exported to certain countries that are embargoed or restricted or to certain restricted persons. Embargoed and restricted countries currently include Cuba, Iran, Sudan, North Korea and Syria.

8. NO WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND ANY SUPPORT SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IF APPLICABLE LAW REQUIRES A WARRANTY, THE REQUIRED WARRANTY IS LIMITED TO NINETY (90) DAYS FROM YOUR RECEIPT OF A COPY OF THE SOFTWARE. COMPUTER PROGRAMS ARE INHERENTLY COMPLEX, AND THE SOFTWARE MAY NOT BE FREE OF ERRORS. THE SOFTWARE IS PROVIDED WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

9. LIMITATION OF LIABILITY.
LICENSOR IS NOT LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SOFTWARE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, LICENSOR'S LIABILITY FOR ANY CLAIM RELATED TO YOUR PURCHASE OF A LICENSE FOR OR USE OF THE SOFTWARE, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY WILL NOT EXCEED THE LICENSE FEE PAID BY YOU.

a. Notwithstanding Section 9(a) above, Licensor acknowledges and agrees that nothing in this Section 9 shall in any way limit Licensor’s potential liability to Licensee pursuant to the terms of Section 14 below.

10. U.S. GOVERNMENT. The Software is commercial computer software developed solely at private expense. The rights of civilian and non-civilian agencies of the U.S. Government to use, disclose and reproduce the Software are governed by the terms of this License. Publisher is Hannon Hill Corporation, 3423 Piedmont Road NE, Suite 520, Atlanta, Georgia, 30305, USA.

11. SECURITY. You agree that Licensor is not liable to you for security breaches resulting from your use of the Software. The security of the Software depends primarily on you selecting a secure password and keeping it confidential. You should not select a password that may be easily discovered by others.
MISCELLANEOUS. When the end user is an instrumentality of the US Government, this is a contract with the US Government and is subject to Federal law of the United States, including the Federal Acquisition Regulation. Venue and jurisdiction of any disputes are determined by the applicable federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.). This License is not governed by the United Nations Convention of Contracts for the International Sale of Goods.

12. This Agreement together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders constitutes the entire understanding and agreement of the parties. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer’s Purchase Order. This License may only be modified by a written document signed by Licensor and Licensee. No dealer or distributor of Licensor is authorized to change the terms of this License. If any provision of this License is held to be unenforceable, the remainder of this License shall not be affected. Neither party will be liable for any loss, damage, or delay resulting from any event beyond such party’s reasonable control (a “Force Majeure”), and delivery and performance dates will be extended to the extent of any delays resulting from a Force Majeure. Each party will promptly notify the other upon becoming aware that any Force Majeure has occurred or is likely to occur and will use its best efforts to minimize any resulting delay in or interference with the performance of its obligations under this License.

Should you have any questions concerning this License, or if you desire to contact Licensor for any reason, please contact Licensor by mail at: 3423 Piedmont Road NE, Suite 520, Atlanta, GA, 30305, USA, or by telephone at: (678) 904-6900, or by e-mail from: http://www.hannonhill.com.

13. INDEMNIFICATION.
   a. Notwithstanding anything in this License to the contrary, Licensor shall, at its sole expense, defend, indemnify, and hold Licensee harmless from and against all costs and liabilities arising from any claim, suit or action for infringement of patents, copyrights, or other proprietary rights associated with any portion of the Software and associated documentation when used in their original forms as supplied by Licensor and for their intended purposes under this License. Hannon Hill will be given an opportunity to intervene in any suit or claim filed against the GSA Customer, at his own expense, through counsel of his choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
   b. Should any portion of the Software or associated documentation or its intended use become, or in Licensor’s opinion be likely to become, the subject of a claim of infringement of a patent, copyright, or other proprietary right, Licensor, at its option, shall procure for you the right to continue using the Software or shall replace or modify it without degradation to functionality to make it non-infringing. If neither of the foregoing solutions is reasonably available, Licensor
may terminate this License and shall, in such instance, refund to Licensee the amount of the invoiced License Fee, Professional Services Fee and Training Fee, where applicable, and paid to such date as a percentage of total fee annualized over a three year period from start date of contract.

14. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other party that: (a) it is an entity of the nature hereinabove specified, duly organized, validly existing and in good standing under the laws of the state hereinabove specified; (b) the execution, delivery and performance by the party of this License are within the power of such party and have been duly authorized by all necessary corporate or partnership action, as applicable, on its part; (c) this License has been duly and validly executed and delivered by such party, and this License constitutes the valid and binding obligation of such party, enforceable against such party in accordance with its terms, (d) the execution, delivery and performance of this License and the consummation of the transactions contemplated hereby do not and will not (i) violate or conflict with the organizational documents of such party, (ii) violate or conflict with any law, statute, ordinance, rule or regulation or applicable judgment, decree, order, ruling, writ or injunction applicable to such party, or (iii)

[SIGNATURES BEGIN ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties have executed this Software License Agreement as of the date first set forth above.

THE UNDERSIGNED REPRESENT THAT HE / SHE HAS THE REQUISITE AUTHORITY TO ENTER INTO THIS LICENSE AS AN AUTHORIZED AGENT OF THE PARTY NOTED BELOW.

LICENSOR:
HANNON HILL CORPORATION
Signature:

Printed Name:
Title:

LICENSEE:
Organization:

Signature:

Printed Name:
Title:
EXHIBIT A

1. The Software shall mean Cascade Server - enterprise content management software. Included with the Licensed Program are the following:
   a) User’s Guide documentation available via Licensor’s web site.
   b) Licensor will provide direct download links to the Software from Licensor website.
   c) Production Server license key.
   d) Optional. (1) Test Server license key, (1) Development Server license key and (1) “Cold Boot” Backup Server license key may be requested by contacting Licensor.

2. A separate license key may each be installed on One (1) Production Server, One (1) Test Server, One (1) Development Server, and One (1) “Cold Boot” Backup Server environment at any given time.
   a) Whereas, Production Server is defined as a single instance of a live implementation of the Software for official use in the enterprise.
   b) Whereas, Test Server is defined as a single, non-production instance of an implementation of the Software solely for use in testing new Software upgrades.
   c) Whereas, Development Server is defined as a single, non-production sandbox instance of an implementation of the Software solely for use in integration development and user acceptance testing (“UAT”).
   d) Whereas, “Cold Boot” Backup Server is defined as a single instance of a live implementation of the Software solely for official use in the enterprise when a Production Server has been shut down and is inaccessible.

3. Licensee will be required to provide Licensor with the IP address(es) for the server(s) on which the Software is to be installed. Software may be activated by installing provided license key per instructions provided by User’s Guide documentation or Licensor technical support department.

4. The Licensed Program will execute on the Licensee’s web environment. Licensee will provide Licensor with documentation outlining the web environment at the time of installation. Licensor acknowledges and agrees that Licensee will own and be responsible for all content and data capture, and Licensor shall have no interest whatsoever therein. The Licensor may not use such content owned by the Licensee for purposes other than providing support to Licensee under this Agreement without express prior written consent from the Licensee. Licensor further agrees that neither Licensor’s name, logo, insignia nor any mark or term identifying Licensor shall appear on the Licensee’s web environment without express prior written consent of the Licensee, which consent may be granted or withheld in the Licensee’s sole discretion.

5. Software Maintenance, Support, and Renewal of Future Releases
   a) Product Updates: As part of the Support/Update Services, Licensee will be entitled to receive new releases of the Software made generally available by Licensor during the Support/Update term.
   b) Licensee Responsibilities
      i. Licensee will support its end users including providing the necessary support for implementation or content entry errors.
ii. Licensee will attempt to determine if any reported problems originate with the Licensed Program or from user error or system error not related to Licensed Program.

iii. Licensee will attempt to duplicate the reported problem for Licensor support team, if possible.

6. Professional Services. The following services are not included under this agreement but may be provided by Licensor under a separate Order.

a) QuickStart Package. A product package that may be initiated within the first 120 days of the Licensee’s use of the Licensed Program for a fixed fee. It shall serve as a pilot project to encourage Licensee adoption of the Software. Additionally, Two (2) days of remote or on-site training are included in the package.

b) Professional Services Agreement. A Professional Services Agreement (PSA) may be initiated at any time during the Licensee’s use of the Licensed Program, subject to resource availability. PSA projects are those that can be clearly defined and do not fit the restrictions of a QuickStart package or an Extended Support Agreement (see below). Licensor will estimate the number of hours and total project cost for the PSA and will furnish a Statement of Work (SOW) with finalized requirements and total number of hours for project completion, which will be billed for at the Licensor’s current GSA Schedule hourly rate unless otherwise agreed and stated in the SOW. Projects are billed at a fixed rate. No allowance will be made for differences between estimated and actual hours. PSA projects may include, but are not limited to, planning, implementation, and quality assurance and documentation activities. Training will not be provided under a PSA (see Training Agreement below).

c) Extended Support/Services Agreement. An Extended Support Agreement (ESA) may be initiated at any time during the Licensee’s use of the Licensed Program. ESA offerings are sold in blocks of 15 hours, up to 30 hours total in a single agreement. ESA activities may include general consulting regarding an implementation performed by Licensor or by the Licensee, as well as minor (less than Eight (8) hour) implementation tasks which are specific to the Licensee’s integration and do not fall under another agreement or the standard Support offerings of the Licensor. Signature of an ESA agreement is required before ESA activities will be executed. Completion of ESA tasks are subject to Licensor’s staff resource availability. Training will not be provided under an ESA (see Training Agreement below).

d) Training Agreement. Training may be requested at any time during the Licensee’s use of the Licensed Program and provided under an additional Order. Training can be provided remotely via phone and web conference or on-site. Remote training can be provided in no less than half-day increments. On-site training must include at least one full-day session. Training is available to technical users, and training agendas can be customized to fit the Licensee’s specific needs. Signature of a Training agreement is required before training activities will be executed. Training scheduling is subject to Licensor’s staff resource availability. QuickStart Packages, PSAs, and ESAs cannot be converted into training days or vice versa, except at the discretion of the Licensor with mutual agreement regarding the terms of the conversion from the Licensee.
## GSA PRICING
**All Prices are NET**

**SIN 511210  TERM SOFTWARE LICENSES**

<table>
<thead>
<tr>
<th>SIN</th>
<th>SKU</th>
<th>Product Name / Description</th>
<th>GSA Price</th>
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<tbody>
<tr>
<td>511210</td>
<td>CASCADE SERVER ENTERPRISE LICENSE</td>
<td>An Enterprise License allows you to install Cascade Server on your own servers. This is the one-time license fee for two load balanced instances of Cascade Server. Enterprise licensing also allows for separate instances to be installed for the purposes of development and testing. Hannon Hill’s Cascade Server Content Management System empowers users to manage their website, so they can focus on what matters most - content. With features such as in-context editing, cross-site sharing, create once publish everywhere (COPE), and customizable roles and workflows, your content’s effectiveness will be amplified. Cascade Server is a CMS designed with web governance in mind, so the right users have access to the right content. Customers receive unlimited support and access to all of Hannon Hill’s technical resources.</td>
<td>$49,569.00</td>
</tr>
<tr>
<td>511210</td>
<td>CASCADE SERVER ENTERPRISE M&amp;S</td>
<td>An Enterprise License allows you to install Cascade Server on your own servers. This is the annual fee for maintenance and support for two load balanced instances of Cascade Server. Enterprise licensing also allows for separate instances to be installed for the purposes of development and testing. Hannon Hill’s Cascade Server Content Management System empowers users to manage their website, so they can focus on what matters most - content. With features such as in-context editing, cross-site sharing, create once publish everywhere (COPE), and customizable roles and workflows, your content’s effectiveness will be amplified. Cascade Server is a CMS designed with web governance in mind, so the right users have access to the right content. Customers receive unlimited support and access to all of Hannon Hill’s technical resources.</td>
<td>$9,672.00</td>
</tr>
<tr>
<td>511210</td>
<td>CASCADE SERVER STANDARD LICENSE</td>
<td>A Standard License allows you to install Cascade Server on your own servers. This is the one-time license fee for a machine running Cascade Server on a single machine. Hannon Hill’s Cascade Server Content Management System empowers users to manage their website, so they can focus on what matters most - content. With features such as in-context editing, cross-site sharing, create once publish everywhere (COPE), and customizable roles and workflows, your content’s effectiveness will be amplified. Cascade Server is a CMS designed with web governance in mind, so the right users have access to the right content. Customers receive unlimited support and access to all of Hannon Hill’s technical resources.</td>
<td>$33,852.00</td>
</tr>
<tr>
<td>511210</td>
<td>CASCADE SERVER STANDARD M&amp;S</td>
<td>A Standard License allows you to install Cascade Server on your own servers. This is the annual fee for maintenance and support for a machine running Cascade Server with 1 dual core or 1 quad core processor. Hannon Hill’s Cascade Server Content Management System empowers users to manage their website, so they can focus on what matters most - content. With features such as in-context editing, cross-site sharing, create once publish everywhere (COPE), and customizable roles and workflows, your content’s effectiveness will be amplified. Cascade Server is a CMS designed with web governance in mind, so the right users have access to the right content. Customers receive unlimited support and access to all of Hannon Hill’s technical resources.</td>
<td>$7,254.00</td>
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## SIN 611420  TRAINING COURSES

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<thead>
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<th>SIN</th>
<th>SKU</th>
<th>Product Name / Description</th>
<th>GSA Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>611420</td>
<td>CASCADE SERVER TRAINING</td>
<td>1 Day of Remote Training for Cascade Server (includes up to 35 students)</td>
<td>$1,994.85</td>
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