AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL
PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 54151S Information Technology Professional Services
Special Item No. 511210 Perpetual Software Licenses

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES
FPDS Code D301  IT Facility Operation and Maintenance
FPDS Code D302  IT Systems Development Services
FPDS Code D306  IT Systems Analysis Services
FPDS Code D307  Automated Information Systems Design and Integration Services
FPDS Code D308  Programming Services
FPDS Code D310  IT Backup and Security Services
FPDS Code D311  IT Data Conversion Services
FPDS Code D313  Computer Aided Design/Computer Aided Manufacturing (CAD/CAM) Services
FPDS Code D316  IT Network Management Services
FPDS Code D317  Creation/Retrieval of IT Related Automated News Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399  Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguish as between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

Contractor: IMMERSION CONSULTING LLC
Address: 2200 SOMERVILLE ROAD SUITE 100
ANNAPOlis, MD 21401-4561
Phone: 443-458-5729

Web Address: http://www.ImmersionInc.com
Contract Number: GS-35F-142BA
Period Covered by Contract: January 7, 2019 to January 6, 2024

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # P0011, dated 11/16/2018.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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Datawatch Software LICENSE AGREEMENT

SIN 511210 Datawatch Product Table

SIN 511210 Altair Product Table
INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage! on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

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.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[ ] The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

IMMERSION CONSULTING LLC
Address: 2200 SOMERVILLE ROAD SUITE 100
ANNAPOLIS, MD 21401-4561

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

443-458-5729
3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor or.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: Order/Modification Under Federal Schedule Contact
Block 16: Data Universal Numbering System (DUNS) Number:
Block 30: Type of Contractor: 
A. Small Disadvantaged Business
B. Other Small Business

Block 31: Woman-Owned Small Business - NO
Block 37: Contractor's Taxpayer Identification Number (TIN): 75-3167472
Block 40: Veteran Owned Small Business (VOSB): A
A: Service Disabled Veteran Owned Small Business
B: Other Veteran Owned Small Business

a. CAGE Code: 32FX8
b. Contractor has with the Central Contractor Registration Database.

c. 5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

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<thead>
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<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
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</thead>
<tbody>
<tr>
<td>54151S</td>
<td>negotiable</td>
</tr>
<tr>
<td>511210</td>
<td></td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

   i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

   ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

   iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.
7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted. a. Prompt Payment: Net 30
   b. Quantity: None
   c. Dollar Volume: None
   d. Other Special Discounts (i.e. Government Education Discounts, etc.)

8. **TRADE AGREEMENTS ACT OF 1979, as amended:**
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is $100.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**
   a. The Maximum Order for the following Special Item Numbers (SINs) is $500,000:
      - Special Item Number 511210 - Perpetual Software Licenses
      - Special Item Number 54151S - Information Technology Professional Services
   b. The Maximum Order for the following Special Item Numbers (SINs) is $25,000: Special Item Number 132-50 - Training Courses

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**
   Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**
    ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.
13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

1. Manufacturer;
2. Manufacturer's Part Number; and
3. Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

17. **PURCHASE OF OPEN MARKET ITEMS**

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

1. All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
2. The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
3. The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
4. All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. **CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

1. Time of delivery/installation quotations for individual orders;
2. Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
3. Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.
20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. 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 segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

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 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___ X____
No ______

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.immersioninc.com

The EIT standard can be found at: www.section508.gov.
24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**
Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:
   
   This order is placed under written authorization from ______ dated ______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

   (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

   (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. **SOFTWARE INTEROPERABILITY.**

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item’s interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at [http://www.core.gov](http://www.core.gov).

27. **ADVANCE PAYMENTS**

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

1. SCOPE
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT/ Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT/ Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)
   a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part , of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to
which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES


7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/ Professional Services.

9. INDEPENDENT CONTRACTOR

All IT/ Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

—Contractor] means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
—Contractor and its affiliates; and —Contractor or its affiliates refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An —Organizational conflict of interest! exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.5 08.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and- Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation. (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by —

1. The offeror;
2. Subcontractors; and/or
3. Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.
16. DESCRIPTION OF IT/PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT/Service offered under Special Item Numbers 54151S IT/Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT/Professional Services shall be in accordance with the Contractor’s customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

The following is an example of the manner in which the description of a commercial job title should be presented:

EXAMPLE: Commercial Job Title: System Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems analysis techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices.

Functional Responsibility: Guides users in formulating requirements, advises alternative approaches, conducts feasibility studies.

Minimum Education: Bachelor’s Degree in Computer Science
**Immersion Consulting— COMMERCIAL LABOR CATEGORIES AND EQUIVALENCY TABLE**

**ARCHITECT**

LABOR CATEGORY DESCRIPTION: Provide enterprise application architecture consulting services and stewardship for application domain or architecture projects. Maintains a solid understanding of how various technology platforms can be used to support a client’s global/regional strategic and tactical business plans, strategies, objectives, and priorities to develop information systems application architecture framework and standards. Guides the development of standards related to the evaluation, selection, deployment, and support of new technologies, such as Datawatch, to enable enterprise-wide collaboration, document management, electronic forms and workflow, and imaging to support common and efficient technology solutions.

EXPERIENCE: 8 years information technology or related area of experience

EDUCATION: BS/BA degree, Microsoft Certified Technology Specialist (MCTS) certification

**PROJECT MANAGER-MS**

LABOR CATEGORY DESCRIPTION: Provides a mix of skills in project management, technology, and business processes to facilitate the deployment of Microsoft based technology solutions across the full scope of work. Responsible for communication with senior level business and technology decision maker discussions related to strategic initiatives, budget, priorities and timelines. Delivers the product/service/solution within constraints of schedule, features, functionality, and budget. Responsible for all aspects of tracking and controlling the project as well as execution of project/migration plans to ensure successful transition or upgrade of Microsoft solution. Manage migration IT resources, communicate progress to all stakeholders, and identify/resolve migration issues.

EXPERIENCE: 5 years information technology or related area of experience

EDUCATION: BS/BA degree

**PROJECT MANAGER- SPLMS**

LABOR CATEGORY DESCRIPTION: Provides a mix of skills in project management, technology, and business operations to facilitate the deployment of SharePoint Learning Management System (SPLMS) across the full scope of work. Responsible for communication with business and IT managers to align strategic initiatives, budget, priorities and timelines for implementation. Executes project delivery for SPLMS solution within constraints of schedule, features/ functionality, and budget. Coordinates with implementation consultants and architect to design, plan and execute SPLMS installation and training support. Assigns resources and ensures solution handoff to client administrators and users.

EXPERIENCE: 5 years information technology or related area of experience

EDUCATION: BS/BA degree

**CONSULTANT MS (ON-CUSTOMER SITE)**

LABOR CATEGORY DESCRIPTION: Provides advanced analytical skills and experience in the principals of IT operations to define and deliver appropriate customer solutions. Experience working on projects through the entire lifecycle to optimize an enterprise infrastructure. Consultant helps translate business requirements into technology solutions/configurations through processes such as upgrades and migrations. Skills include but not limited to Windows Active Directory within complex Microsoft and heterogeneous infrastructures and Datawatch.

EXPERIENCE: 6 years information technology or related area of experience

EDUCATION: BA/BS, Microsoft Certified Technology Specialist (MCTS) certification

**CONSULTANT MS (REMOTE, ON CONTRACTOR SITE)**

LABOR CATEGORY DESCRIPTION: Provides advanced analytical skills and experience in the principals of IT operations to define and deliver appropriate customer solutions. Experience working on projects through the entire
lifecycle to optimize an enterprise infrastructure. Consultant helps translate business requirements into technology solutions/configurations through processes such as upgrades and migrations. Skills include but not limited to Windows Active Directory within complex Microsoft and heterogeneous infrastructures and Datawatch.

EXPERIENCE: 6 years information technology or related area of experience

EDUCATION: BA/BS, Microsoft Certified Technology Specialist (MCTS) certification

SHAREPOINT TRAINER

LABOR CATEGORY DESCRIPTION:
Develop, revise and conduct training courses for the use of software applications, such as SharePoint Learning Management System, as a result of information technology implementation or upgrade. Prepare instructor course materials to include course outlines, background information, and training aids. Prepare student materials to include course material, handouts, workbooks, exercises, completion certificates and course critiques. Train personnel in live and virtual environments through formal classroom courses, workshops and seminars. Instruction areas may include developing learning paths for different organizational levels, developing actual courses, managing content, and customizing automated administration tools. This functional role will only be used for in person or virtual information technology training for software implementation/migration related requirements for SIN 54151S.

EXPERIENCE: 7 years information technology or related area of experience, 2 years training experience

EDUCATION: BA/BS, Microsoft Certified Technology Specialist (MCTS) certification

SYSTEM CONSULTANT III

LABOR CATEGORY DESCRIPTION: Provide system consulting services to create IT system based tools to execute transformation initiatives translating strategic objectives to tactical requirements. Use cross-functional expertise to deliver system, software, and requirements support of technical documentation and design processes for enterprise tools that enhance automated analysis and database query. Maintains a solid understanding of various technology platforms to analyze and support a client’s global/regional strategic and tactical business plans, strategies, objectives, and priorities as they link to IS application architecture framework and standards. Guides the development of standards related to the evaluation, selection, deployment, and support of new technologies to enable enterprise-wide collaboration, process management, electronic forms, workflow, and imaging. Develop deliverables such as database architecture, data entry methods, standard reporting capabilities, ad hoc capabilities, and automated data validation.

EXPERIENCE: 10 years information technology or related area of experience

EDUCATION: MA/MS

SYSTEM CONSULTANT II

LABOR CATEGORY DESCRIPTION: Provide system consulting services to consolidate or maximize IT system based tools to execute transformation initiatives at the organizational level. Leverage expertise to deliver system, software, and functional requirements support for technical documentation and design processes that enhance automated analysis and database query for enterprise projects or programs. Maintains a solid understanding of how various technology platforms are employed to support a client’s strategic and tactical business policies and processes as they relate to data interface and convergence within an enterprise system or ERP. Tasks include gap analysis between current and legacy IT systems, risk assessment and migration plans. Query large data sets, segregate files and perform data cleansing to develop consolidated analysis and reports to assess IT system performance. Other tasks may include help identify, design or implement automated business intelligence tools and processes.

EXPERIENCE: 8 years information technology or related area of experience

EDUCATION: BA/BS

SYSTEM CONSULTANT I

LABOR CATEGORY DESCRIPTION: Provide system consulting services to consolidate or maximize IT system based tools at the organizational level. Leverage knowledge and expertise of software tools to develop procedures and solutions that automate and integrate tactical operational processes and tasks. Analyze, consolidate and migrate various forms of data to
leverage software programs that compress processes, aggregate and allocate resources, and develop and define collaborative workflows. Tasks may include upload, initialize and program software functionality and customize COTS products to the end-user environment based on both software capabilities and operator requirements.

EXPERIENCE: 5 years information technology or related area of experience
EDUCATION: BA/BS

EDUCATION Equivalents and Substitutions

<table>
<thead>
<tr>
<th>Degree Substitution</th>
<th>Degree &amp; Experience</th>
<th>Related Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Associates</td>
<td>2 years</td>
<td>2 years</td>
</tr>
<tr>
<td>Bachelors</td>
<td>Associates + 2 years</td>
<td>4 years</td>
</tr>
<tr>
<td>Masters</td>
<td>Bachelors + 2 years</td>
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PRICING/HOURLY RATES

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<tr>
<th>SIN</th>
<th>Category Name</th>
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<th>Year 4</th>
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<tr>
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</table>
USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS

PREAMBLE

IMMERSION CONSULTING IS A DISABLED VETERAN-OWNED, SMALL BUSINESS.
BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
</table>
Pursuant to GSA Federal Supply Schedule Contract Number(s) ________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

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

2. Delivery:

<table>
<thead>
<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
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</thead>
<tbody>
<tr>
<td>____________</td>
<td>__________________________</td>
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<tr>
<td>____________</td>
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<td>____________</td>
<td>__________________________</td>
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</table>

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

4. This BPA does not obligate any funds.

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

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

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

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

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

   a. Name of Contractor;
   b. Contract Number;
   c. BPA Number;
   d. Model Number or National Stock Number (NSN);
   e. Purchase Order Number;
   f. Date of Purchase;
   g. Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
   h. Date of Shipment.
(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.

******************************************************************************

22
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements. Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or –
  - Federal Supply Schedule Contractors may individually submit a Schedules — Team Solution to meet the customer’s requirement.
  - Customers make a best value selection.
Special Item Number 511210: Perpetual Software License

Contract Number GS-35F-142BA
GSA Schedule 70

Datawatch Software LICENSE AGREEMENT The parties hereto agree as follows:

1. LICENSE GRANT: Pursuant to this License Agreement (the “License Agreement”), Datawatch Corporation (“Datawatch”) grants you the following non-exclusive, non-assignable, non-transferable, limited license rights to the software specified on the Datawatch Corporation Order Agreement (the “Order Agreement”) or the software you are currently installing, in machine-readable object code form only, any installation routines including license key codes, and the technical specifications, user documentation and training materials associated therewith (the “Documentation”) (collectively, the “Software”), subject to your payment of the license fees as set forth in the Order Agreement and to the terms and conditions set forth herein.

(a) Paid-up License. You may install and Use (as defined below), on a perpetual basis (subject to Section 7 below), one copy of the Software or the number of copies of Software specified in the Order Agreement.

(b) Single Named User License. The Software is licensed to a single named user ("Single Named User") to be used by that individual only on a single physical or virtual computer (the “Computer”). The Single Named User License may be installed on a personal computer or workstation provided that the use of the Software is restricted to the Single Named User. The license for a named individual user can be installed on a network server if the corresponding network server license has been purchased. A separate license fee must be paid for each additional Computer on which the Software is used, and the Software may not be used on more Computers than the number of licenses listed on the Order Agreement. You may physically transfer the Software from one Computer to another in the licensed individual’s possession and control, provided that you remove all copies of the Software from the Computer from which the Software is being transferred.

(c) Network License. If ordered as a Network License, the Network License can be installed on a network server for use only to allow client access to the Software on internal Computers. Each Computer that accesses the Software on the network server must have a separate software license (other than the user manager software). A license for the Software may not be shared or used concurrently on different servers. The number of CPUs contained in the server must be equal to or be less than the number of CPUs the software is licensed for on that server.

(d) Subscription License. If you purchased a subscription license pursuant to an Order Agreement, then you may Use the Software as described in Section 1(a), provided, however, that your right to use the Software is not perpetual and is time-limited to the term specified in the Order Agreement. If you do not purchase a term extension prior to the expiration of the then-current term, then at the end of such term this License Agreement (including any licenses granted hereunder) and the Order Agreement shall be terminated pursuant to Section 7 below and you must abide by all provisions stated therein.

(e) Evaluation License. If you are acquiring an evaluation license to the Software, Datawatch grants to you, and you accept, a non-exclusive, non-assignable, non-transferable, limited license subject to the terms and conditions of this License Agreement to Use the Software; provided that such usage is limited solely to the purpose of conducting tests and other evaluations to determine whether you wish to license the Software on a commercial basis. You shall not use the Software to perform any tasks for production or pre-production purposes or any other commercial use including, but not limited to, work for the benefit of your customers. This license is for Use by Authorized Users only. Your rights under this Section 1(e), and this License Agreement, shall expire on the date which is thirty (30) days from the date on which you first received the Software. Upon completion of the evaluation, or upon the expiration of the 30-day evaluation period, whichever occurs first, you must either purchase a license to the Software from Datawatch or destroy all copies of the evaluation Software, including backup copies.

(f) “Use” and “Authorized User”. For purposes of this License Agreement, “Use” means the processing of data for your internal operations and “Authorized User” means you or any of your employees who have been granted access to the Software, as well as third-party consultants who use the Software on your behalf and have executed confidentiality agreements with you that are at least as protective of Datawatch’s confidential information as the provisions of this License Agreement, and have agreed to abide by all the terms and conditions of this License Agreement and the Order Agreement. You agree that you are responsible to Datawatch for all use of the Software by such employees and third-party consultants.

(g) Restrictions. The license rights granted to you under this License Agreement and the Order Agreement are expressly conditioned upon your compliance at all times with the license restrictions set forth in this Section 1(g). Failure to comply with such restrictions shall be grounds for Datawatch to terminate this License Agreement and the Order Agreement and your license rights hereunder immediately and without notice. You shall not:

(i) Use, print, display, publish, disclose, transmit, record, encumber by way of security interest or otherwise pledge or transfer, assign, distribute or make available the Software, except as expressly authorized herein. Any attempted transfer, assignment, encumbrance or pledge in violation of this License Agreement shall be void.
(ii) Make any copies of all or any part of the Software except for the number of installations of the Software equal to the number of licenses purchased pursuant to the Order Agreement, and up to one archival and backup copy of the Software.

(iii) Modify, translate, adapt, reverse engineer, decompile, disassemble, incorporate the Software, in whole or in part, in any other product, or create derivative works based on the Software. If, notwithstanding the foregoing restrictions, you make any modifications, enhancements or derivative works to the Software, you hereby assign to Datawatch all rights, title, and interest in and to such modifications, enhancements, and/or derivative works.

(iv) Use the Software to provide, or attempt to provide, any facility management, time sharing, service bureau, application hosting, application service provider (ASP), third party consulting service or other similar services, or to provide access to data to customers or other third parties.

(v) Rent, lease, sell, license or sublicense the Software to a third party or operate the software for the benefit of a third party, including in the provision of consulting services for third party clients. Any attempted rental, lease, sale, license or sublicense in violation of this License Agreement shall be void.

(vi) Remove any copyright, patent, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Software or any copy of the Software.

(vii) Install, or otherwise use, software or hardware that is capable of reducing the number of users directly accessing or using the Software (sometimes called “multiplexing” or “pooling” software or hardware) unless you purchase a multiplexer license from Datawatch, in addition to the number of required Single Named User Licenses.

(viii) Export the Software for the purposes of directly populating or loading any database or database management system for other than personal use.

(ix) Use the Software as part of any automated process developed using scripting, APIs or other programmatic methods.

(x) Use any software to read the Software output.

(xi) Permit others (including Authorized Users) to do any of the foregoing.

(h) Audit. You agree to allow Datawatch or its agent to inspect or conduct an independent audit from time to time on your use of the Software to verify your compliance with this License Agreement and the Order Agreement. In the event that any audit reveals an underpayment by you of more than five percent (5%) of the amounts due Datawatch in the period being audited, or that you have breached any term of this License Agreement or Order Agreement, then, in addition to any other remedies Datawatch may have, you will promptly pay to Datawatch any underpayments and the cost of the audit.

(i) Third Party Licenses. The Software distributed by Datawatch may include certain “Third-Party Software” which Datawatch and its wholly owned subsidiaries license from third parties. You may review any such Third Party Software licenses at the URL indicated in the Order Agreement and, by using the Software, you agree to be bound by their terms and conditions, in addition to those in this License Agreement.

2. MAINTENANCE: If you have purchased a maintenance contract on the Order Agreement, Datawatch will provide you with the following services (“Maintenance”): (1) telephone or email support from Monday through Friday during Datawatch’s normal business hours, except public holidays; (2) supply of maintenance releases of the Software as described below; and (3) notification of product problems and solutions. Maintenance is available for the current Software version and the prior version. Provided that your Maintenance is not lapsed, Datawatch agrees to provide you, free of charge, with such maintenance releases, bug fixes, corrections, enhancements, updates and new releases to the Software (other than those independently priced and licensed) as Datawatch may release (collectively “Updates”). All Updates and upgrades shall be considered part of the Software for purposes of the License Agreement and shall be governed by all the same terms and conditions of this License Agreement and the Order Agreement as are applicable to the Software. To reinstate lapsed Maintenance, you must pay Maintenance fees for the full lapsed period plus the annual period going forward from the renewal date (at the maintenance price current at the time of the reinstatement), in addition to a reinstatement fee. Maintenance that lapses for more than six (6) months is not eligible for reinstatement.

3. OWNERSHIP: You acknowledge and agree that Datawatch and its suppliers maintain exclusive ownership of all right, title and interest in and to the Software, in all forms and all copies thereof including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks, and proprietary and confidential information rights associated with the Software. You agree to reproduce and include the copyright notices on any copies of the Software which you are permitted to make. The Software is protected by US copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. This is a license, not a sale of the Software or any copy of it, nor is it a waiver of any intellectual property rights of Datawatch. You acknowledge and agree that nothing in this License Agreement or the Order Agreement gives you any right, title or interest in or to the Software except for the limited express rights granted pursuant to Section 1 of this License Agreement. All rights not expressly granted herein shall be reserved to Datawatch. No implied licenses are granted hereunder.
4. **DELIVERY**: Datawatch shall deliver the Software set forth on the Order Agreement via electronic delivery to the address set forth on this Order Agreement, or, if electronic delivery is somehow not practicable in Datawatch’s judgment, then FOB shipping point. Unless otherwise agreed by the parties, the Software will be delivered on media containing, together, one copy of the Software and one copy of such user manuals and other printed material which may be included with the Software. You assume all risk of loss, damage or destruction of the Software after receipt of the Software.

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6. **CONFIDENTIALITY**: You acknowledge and agree that the Software is confidential information of Datawatch and that it constitutes valuable proprietary information and trade secrets of Datawatch. Accordingly, you agree to use the Software only in accordance with the terms and conditions of this License Agreement and to implement commercially reasonable procedures to prevent other persons from obtaining access to or use of the Software without your knowledge and Datawatch’s prior express written permission.

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(b) **Termination by Datawatch.** Without prejudice to any other rights, Datawatch may terminate this License Agreement and the Order Agreement immediately upon written notice to you if you fail to comply with any of the terms and conditions of this License Agreement (including without limitation any violation of the restrictions set forth in Section 1(g) or the failure to pay any amounts owed by you to Datawatch pursuant to this License Agreement or the Order Agreement), or in the event that you cease business operations, make a general assignment for the benefit of creditors, are adjudged bankrupt, or become insolvent.

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You acknowledge that Datawatch has established the license fee for the Software based on the limitations contained in this Section 8 and you have agreed to the license fee paid based in part upon your agreement with and acceptance of the terms of this Section 8.

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(a) Indemnity. Datawatch shall indemnify, defend and hold harmless you and your directors, officers, agents, Authorized Users, and employees (collectively, the “Indemnified Parties”) against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys’ fees) resulting from any action, suit, claim, demand, or proceeding that the Software or Use thereof infringes or misappropriates any United States patent, copyright or trademark of any third party. The foregoing shall not apply unless the Indemnified Parties (i) inform Datawatch as soon as practicable of the suit or action alleging such infringement, (ii) allow Datawatch to control the defense of such suit or action and any related negotiations or settlement, and (iii) cooperate with Datawatch in such defense or settlement.

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tort or otherwise, shall likewise be governed by the laws of the Commonwealth of Massachusetts, excluding Massachusetts’ choice of law principles. Any legal action brought involving this License Agreement or the Order Agreement shall be brought only in the courts of the Commonwealth of Massachusetts, in the County of Middlesex, or in the federal courts located therein. Both parties to this License Agreement submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Datawatch as a party, Datawatch and you specifically agree to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise take any and all reasonable actions to achieve the objectives of this provision. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this License Agreement and the Order Agreement.

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18. GENERAL: The terms, representations, warranties and agreements of the parties set forth in this License Agreement are not intended for, nor shall they be for the benefit of or enforceable by, any third party. This License Agreement and any Order
Agreement may be executed in two or more counterparts and by PDF, each of which shall be deemed to be an original for all purposes hereof. Notice under this License Agreement shall be in writing and may be by overnight mail, in person, or by electronic mail and shall be deemed served when delivered.

**SIN 511210 DATAWATCH PRODUCT TABLE**

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<tr>
<th>SIN</th>
<th>MFR Part Number</th>
<th>Product Description</th>
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