General Services Administration

Federal Supply Service

Authorized Federal Supply Schedule Price List
On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system.

The INTERNET address GSA Advantage!® is: https://www.gsaadvantage.gov/

Contract # GS-35F-260CA
Period covered by contract March 27, 2015 to June 24, 2020
Exercise of Next 5 Year Option Pending with GSA

RED RIVER TECHNOLOGY LLC
Corporate Headquarters:
21 Water St., Suite 500
Claremont, NH 03743
GSAOrders@RedRiver.com
May 13, 2020
INFORMATION FOR ORDERING ACTIVITIES

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions.

<table>
<thead>
<tr>
<th>Special Item No./Category</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchasing of new electronic equipment</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>518210C</td>
<td>Cloud and Cloud related IT Professional Services</td>
</tr>
<tr>
<td>532420L</td>
<td>Leasing of new electronic equipment</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>Electronic Commerce and Subscription Services</td>
</tr>
<tr>
<td>54151HEAL</td>
<td>Health Information Technology Services</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>811212</td>
<td>Maintenance of Equipment, Repair Services and/or Repair/Spare Parts</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Special Item No:</th>
<th>Model/Part No., Unit Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>2GT55AV., $1.81</td>
</tr>
<tr>
<td>511210</td>
<td>101-11-11-0264-000., $17.87</td>
</tr>
<tr>
<td>518210C</td>
<td>38-4102., $5.50</td>
</tr>
<tr>
<td>532420L</td>
<td>Leasing of new electronic equipment-Negotiated</td>
</tr>
<tr>
<td>54151</td>
<td>MSSW-MRM-SV-CL., $228.23</td>
</tr>
<tr>
<td>54151ECOM</td>
<td>TMECLD-IPEXP01., $4.15</td>
</tr>
<tr>
<td>54151HEAL</td>
<td>RRPS-VP-I., $61.96</td>
</tr>
<tr>
<td>54151S</td>
<td>983-9619., $14.36</td>
</tr>
<tr>
<td>811212</td>
<td>MSHW-SMRTVW-SENSOR., $14.85</td>
</tr>
</tbody>
</table>

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item.
2. **Maximum order:** $500,000 or Red River Technology LLC and the Ordering Agency may agree to a different maximum threshold at the Task Order Level.

3. **Minimum order:** $100

4. **Geographic coverage (delivery area):** Domestic Delivery within the 48 contiguous states.

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

   **Manufacturer/Owner:**
   - Asure Software
   - Avue Technologies Corp.
   - CrestPoint Solutions, Inc.
   - Dell Inc.
   - Everbridge
   - Harris Corporation
   - HP Inc.
   - Hewlett Packard Enterprise
   - InFocus Corporation
   - Lenovo Inc.
   - Lexmark International, Inc.
   - Red River Technology LLC

   **Production Point:**
   - Austin, Tx
   - University Place, WA
   - Pleasanton, CA
   - Round Rock, TX
   - Burlington, MA
   - Lynchburg, VA
   - Palo Alto, CA
   - Palo Alto, CA
   - Portland, OR
   - Nuevo Leon, Mexico
   - Lexington, KY

<table>
<thead>
<tr>
<th>SIN/Labor Category</th>
<th>Job title/Functional responsibility/Model/Part#</th>
<th>Education</th>
<th>Experience</th>
<th>Hourly rate (including IFF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S/54151HEAL</td>
<td>VOICE/TELEPHONY PROFESSIONAL SUBJECT MATTER EXPERT (RRPS-VP-SME)</td>
<td>BACHELOR'S DEGREE</td>
<td>10 YRS</td>
<td>$185.88</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>VOICE/TELEPHONY PROFESSIONAL LEVEL III (RRPS-VP-III)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$144.58</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>VOICE/TELEPHONY PROFESSIONAL LEVEL II (RRPS-VP-II)</td>
<td>BACHELOR'S DEGREE</td>
<td>5 YRS</td>
<td>$90.88</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>VOICE/TELEPHONY PROFESSIONAL LEVEL I (RRPS-VP-I)</td>
<td>HIGH SCHOOL DIPLOMA</td>
<td>1-3 YRS</td>
<td>$61.96</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>WIRELESS PROFESSIONAL LEVEL III (RRPS-WP-III)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$144.58</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>SERVER/SYSTEM PROFESSIONAL III (RRPS-SRP-III)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$144.58</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>SECURITY PROFESSIONAL/CONSULTANT SUBJECT MATTER EXPERT (RRPS-SEP-SME)</td>
<td>BACHELOR'S DEGREE</td>
<td>10 YRS</td>
<td>$185.88</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>SECURITY PROFESSIONAL/CONSULTANT III (RRPS-SEP-III)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$144.58</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>NETWORKING PROFESSIONAL/CONSULTANT SUBJECT MATTER EXPERT (RRPS-NP-SME)</td>
<td>BACHELOR'S DEGREE</td>
<td>10 YRS</td>
<td>$185.88</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>NETWORKING PROFESSIONAL/CONSULTANT III (RRPS-NP-III)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$144.58</td>
</tr>
<tr>
<td>54151S/54151HEAL</td>
<td>NETWORKING PROFESSIONAL/CONSULTANT II (RRPS-NP-II)</td>
<td>BACHELOR'S DEGREE</td>
<td>5 YRS</td>
<td>$90.88</td>
</tr>
<tr>
<td>54151S</td>
<td>PROGRAM MANAGER (RRPS-PGM)</td>
<td>BACHELOR'S DEGREE</td>
<td>8 YRS</td>
<td>$130.98</td>
</tr>
<tr>
<td>54151S</td>
<td>TASK MANAGER (RRPS-TM)</td>
<td>BACHELOR'S DEGREE</td>
<td>5 YRS</td>
<td>$75.57</td>
</tr>
<tr>
<td>54151S</td>
<td>Database Analyst/Programmer (RRPS-EAD-DB)</td>
<td>BACHELOR'S DEGREE</td>
<td>7 YRS</td>
<td>$100.10</td>
</tr>
<tr>
<td>54151S</td>
<td>Documentation Specialist/ Technical Writer (RRPS-EAD-DS)</td>
<td>ASSOCIATES DEGREE</td>
<td>5 YRS</td>
<td>$85.03</td>
</tr>
<tr>
<td>54151S</td>
<td>Project Manager (RRPS-EAD-PM)</td>
<td>BACHELOR'S DEGREE</td>
<td>10 YRS</td>
<td>$129.82</td>
</tr>
<tr>
<td>54151S</td>
<td>Quality Assurance/ Configuration Analyst (RRPS-EAD-QA)</td>
<td>BACHELOR'S DEGREE</td>
<td>6 YRS</td>
<td>$119.43</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Architect (RRPS-EAD-SA)</td>
<td>BACHELOR'S DEGREE</td>
<td>5 YRS</td>
<td>$142.93</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Engineer (RRPS-EAD-SE)</td>
<td>BACHELOR'S DEGREE</td>
<td>6 YRS</td>
<td>$120.29</td>
</tr>
<tr>
<td>54151S</td>
<td>Technical Specialist (RRPS-EAD-TS)</td>
<td>BACHELOR'S DEGREE</td>
<td>5 YRS</td>
<td>$116.81</td>
</tr>
<tr>
<td>54151S</td>
<td>Web Developer (RRPS-EAD-WD)</td>
<td>BACHELOR'S DEGREE</td>
<td>3 YRS</td>
<td>$104.81</td>
</tr>
</tbody>
</table>
6. **Discount from list prices or statement of net price:**
   Please see GSA Advantage!® [https://www.gsaadvantage.gov](https://www.gsaadvantage.gov)

7. **Quantity discounts:** None

8. **Prompt payment terms:** Net 30 days (no prompt payment discount)

9a. **Notification that Government purchase cards are accepted at or below the micro-purchase threshold:** Yes

9b. **Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold:** Red River Technology LLC and the Ordering Agency may agree to use the Government purchase cards for dollar amounts over the micro-purchase threshold.

10. **Foreign items (list items by country of origin):** TAA identified with Country of Origin when submitted.

11a. **Time of delivery:** TBD at Task Order Level

11b. **Expedited Delivery:** TBD at Task Order Level

11c. **Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available:** TBD at Task Order Level

11d. **Urgent Requirements:** TBD at Task Order Level

12. **F.O.B. point(s):** Destination

13a. **Ordering address(es):** GSAOrders@RedRiver.com
Red River Technology LLC
21 Water Street, Suite 500
Claremont, NH 03743

13b. **Ordering procedures:** Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA’s) and a sample BPA can be found at the GSA/FSS Schedule Homepage: [https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules](https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules)

14. **Payment address(es).**
Red River Technology LLC
Attention: GSA Schedule Orders
PO Box 780924
Philadelphia, PA 19178-0924
Phone: 603-448-8880
Fax: 603-448-8844
Email: info@redriver.com
15. **Warranty provision:** Red River Technology LLC will passthrough all product warranties Red River Technology LLC receives from Original Equipment Manufacturers. Red River Technology LLC and the Ordering Agency may discuss additional warranty provisions at the task order level.

Asure Software: End User License Agreement-Attached
Avue Technologies Corp: End User License Agreement-Attached
CrestPoint Solutions, Inc: End User License Agreement-Attached
Dell Marketing: 3-year warranty
Everbridge: Product dependent-End User License Agreement-Attached
Harris Corp: Product dependent
HP Inc: 3-year warranty
Hewlett Packard Enterprise: 1-year warranty
InFocus Corp: 1-year warranty
Lenovo Inc: Product dependent
Lexmark International Inc: Product dependent (1-year or 2-year warranty)
Microsoft Corp: Product dependent-End User License Agreement-Attached
Pure Storage: 3-year warranty-End User License Agreement-Attached
Synology America Corp: 5-year limited warranty
Transition Network Products: Product dependent (1-year, 5-year, or lifetime warranty)
Uplogix Inc: Product dependent
Verizon: 1-year warranty

16. **Terms and conditions of Government purchase card acceptance:** Red River Technology LLC and the Ordering Agency may agree to use the Government purchase cards for dollar amounts over the micro-purchase threshold.

17. **Terms and conditions of rental, maintenance, and repair (if applicable):** TBD at Task Order Level

18. **Terms and conditions of installation (if applicable):** TBD at Task Order Level

19. **Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** TBD at Task Order Level

20a. **Terms and conditions for any other services (if applicable):** TBD at Task Order Level

20. **List of service and distribution points (if applicable):** TBD at Task Order Level

21. **List of participating dealers (if applicable):** Not Applicable

22. **Preventive maintenance (if applicable):** TBD at Task Order Level

24a. **Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants):** TBD at Task Order Level

24b. **If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g., contractor’s website or other location):** The EIT standards can be found at: [www.Section508.gov](http://www.Section508.gov)

25. **Data Universal Number System (DUNS) number:** 933678708

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Red River Technology LLC has an Active Registration in the SAM database.
Multiple Award Schedule - Available offerings include commercial goods and services organized by 12 Large Categories, corresponding Subcategories, and SINs.

33411 Purchasing of new electronic equipment Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyperconverged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

511210 Software Licenses Includes both term and perpetual software licenses and maintenance.

518210C Cloud and Cloud-Related IT Professional Services Includes commercially available cloud computing services such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) and emerging cloud services. IT professional services that are focused on providing the types of services that support the Government’s adoption of, migration to or governance/management of Cloud computing. Specific labor categories and/or fixed price solutions (e.g. migration services, etc.) that support activities associated with assessing Cloud solutions, refactoring workloads for Cloud solutions, migrating legacy or other systems to Cloud solutions, providing management/governance of Cloud solutions, DevOps, developing cloud native applications or other Cloud oriented activities.

532420L Leasing of new electronic equipment, includes the following lease types:
Lease to Ownership, and
Lease with Option to Own

54151 Software Maintenance Services Software maintenance services 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 services 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.

54151ECOM Electronic Commerce and Subscription Services Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

54151HEAL Health Information Technology Services Includes a wide range of Health IT services to include connected health, electronic health records, health information exchanges, health analytics, personal health information management, innovative Health IT solutions, health informatics, emerging Health IT research, and other Health IT services.

54151S Information Technology Professional Services IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

OLM Order-Level Materials (OLM) OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:
OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not to Exceed (NTE) ceiling price

OLMs are not:
- Open Market Items.
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:
- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against an FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

Attachments:
Government Approved EULA’s
ASURE SOFTWARE END USER LICENSE AGREEMENT
(FOR U.S. GOVERNMENT END USERS)
GENERAL TERMS AND CONDITIONS

Definitions. As used in this Agreement, the following definitions shall apply:

“End User Data” means any data, information or material relating to End User or Users submitted or provided by End User through the use of the Services, excluding data and information of third parties.

“Licensed Program” means all of Licensor’s proprietary technology and documentation (including any software, hardware, processes, user interfaces, algorithms, know-how, techniques comprising the Services, and tangible or intangible technical material, documentation or information, and specifications describing the features, functionality or operation of the Services) made available to End User through the Services including in Licensor’s online end user support portal.

“Services” means the online hosting, maintenance and support services, professional services, and any other services or products of Licensor ordered by End User through Licensor’s authorized reseller.

“Users” mean End User’s employees, representatives, consultants, contractors or agents who are authorized to use the Services on behalf of End User and have been issued user identifications and passwords for the Services.

Grant of License; Title to Intellectual Property.

Grant of License. Subject to the terms and conditions of this Agreement, and payment of all applicable fees for the Services in accordance with submitted order forms, Licensor hereby grants End User a nonexclusive, non-transferable, non-sublicensable subscription based license (the “License(s)”) to access and use the Licensed Program and Services for the number of Users, Licenses or systems specified in applicable order forms placed by an authorized reseller and accepted by Licensor. The use of the Licensed Program and Services are for the exclusive use of End User and its Users and do not extend to third parties. End User is fully responsible for the use of the Licensed Program and Services by its Users in compliance with this Agreement.

License Use Restrictions. End User agrees (i) to use the Licensed Program and Services solely for its own internal business purposes and agrees not to rent, lease,
 sublicense, copy, reproduce, or otherwise distribute the Licensed Program or Services for resale, or to host applications to provide service bureau, time-sharing, or other computer services to third parties, or otherwise make available the Licensed Program or Services to any third parties; (ii) not to reverse-engineer, decompile, disassemble, modify, create derivative works of, or copy all or any part of the Licensed Program or Services; (iii) not to sublicense or transfer any of End User’s rights hereunder; (iv) not to create internet links to or from the Licensed Program or Services or “frame” or “mirror” any Licensed Program or Services content which forms part of the Licensed Program or Services (other than End User’s own internal intranets); and (v) to take appropriate actions to protect the Licensed Program and Services and all parts thereof from unauthorized copying, modification, or disclosure by its Users and other third parties. End User may not remove any disclaimer, copyright, trademark, proprietary rights, or other notice included on or embedded in the Licensed Program or Services.

**Title to Intellectual Property.** End User hereby agrees that all right, title and interest in and to the Licensed Program and Services and all intellectual property rights therein, including patent, unpatented inventions, copyright, trademark, trade secret, proprietary information and technology used in or comprising the Licensed Program and the Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by End User relating to the Services or the Licensed Program (collectively, the “**Intellectual Property**”) are owned by, and are vested in, Licensor (or its applicable licensors/suppliers). Other than as expressly set forth in this Agreement, no license or other rights in the Intellectual Property are granted to End User and all such rights are hereby expressly reserved by Licensor. The Intellectual Property does not include any End User Data excluding de-identified data.

**Aggregated Data Use.** Licensor shall own all rights in the de-identified aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records, the number and types of transactions, configurations, and reports processed using the Services and the performance results of the Services (the “**Aggregated Data**”). Nothing herein shall be construed as prohibiting Licensor from collecting, utilizing, transferring or sharing the Aggregated Data for purposes of Licensor’s businesses subject to applicable law, provided that such use of Aggregated Data will not reveal the identity, or contents, whether directly or indirectly, of any End User Data. In no event will the Aggregated Data include any personally identifiable information.

**End User Obligations.**

**Access and Security Guidelines.** Use of the Services is conditioned on End User obtaining and maintaining access to the internet, all equipment necessary for proper
operation of the Services, and to maintain and use secure user names and passwords issued by Licensor or its authorized reseller. End User shall be responsible for ensuring the security and confidentiality of such user names and passwords and shall, use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and shall notify Licensor immediately of any such unauthorized use or other known breach of security. End User is responsible for all activities that occur under End User’s user names and passwords. End User shall report to Licensor immediately and use reasonable efforts to stop immediately any copying or distribution of the Licensed Programs that is known or suspected by End User.

**Acceptable Use.** End User shall abide by all applicable United States laws in connection with End User’s use of the Services and the Licensed Program, including those related to data privacy, international communications and the transmission of personal data or confidential information and in accordance with End User’s obligations under this Agreement and Licensor’s Acceptable Use Policy available through Licensor’s authorized reseller or from Licensor upon request, as such may be amended and updated by Licensor effective as of the date posted in such amended policy. Any use of the Services or the Licensed Program in violation of End User’s obligations hereunder or Licensor’s Acceptable Use Policy shall be a material breach of this Agreement. Licensor has no liability to End User or any party for the use of the Services by End User to transmit data containing privileged or confidential information of End User’s customers or clients.

**End User Data.** End User will be solely responsible for providing all End User Data required for the proper operation of the Services and agrees to not enter, submit or upload any data or information of any party that is not End User’s or its Users, or that is not required to operate the Services including without limitation data or information related to End User’s clients, customers, or other third parties, or data voluntarily entered or submitted by End User or its Users in free text areas. End User shall have sole responsibility for the accuracy, quality, integrity, reliability, appropriateness, and intellectual property ownership or right to use of all End User Data or other data submitted to the Services, including as outlined in this Agreement and in Licensor’s Acceptable Use Policy. Licensor is not under any obligation to review End User Data for accuracy, acceptability or potential liability and shall not be liable or responsible for the content, accuracy or appropriateness of, or the right to use, such data to perform the Services. End User grants to Licensor and its authorized reseller all necessary licenses in and to such End User Data solely as necessary to provide the Services to End User. End User retains all right, title and interest in and to its End User Data.

**Notifications and Consents.** End User is responsible for and warrants that it will provide all necessary notifications to, and obtain all necessary consents from, its Users.
whose data is entered into the Services and that End User's use of the Services and Licensed Programs in this regard will comply with any applicable law relating to the processing, privacy, and use of personal data, including without limitation any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant data protection agency or regulator.

**Audit.** Licensor, itself or through its authorized reseller, shall have the right to audit End User's use of the Services and the Licensed Program on a semi-annual basis during End User's normal business hours and upon reasonable advance notice to End User, to ensure compliance with any order forms and the terms of this Agreement. If End User is not in compliance, End User shall promptly pay any applicable Services fees and Licensor's and any reseller's costs to undertake such audit.

**Disputes.** Violation of any of the terms and/or provisions in this Agreement may be considered a material breach and shall be handled in accordance with the Contract Disputes Act, 41 USC 7101 et seq Federal Acquisition Regulation (FAR) 52.233-1, which requires the Licensor to submit a claim to the contracting officer if it believes the End User to be in breach, and to continue performance during the pendency of the claim.

**Limited Warranty.** The Services and the Licensed Program are tools which Licensor hopes End User will find useful. However, End User and its reseller are solely responsible for the selection, use, performance, backup, and results associated with the Services and Licensed Program. Licensor warrants that the Services will be provided in a workmanlike manner. In the event of a breach of this section, End User may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the ordering activity may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services.

**Limitation of Liability.** LICENSOR SHALL NOT BE LIABLE TO END USER, ITS AUTHORIZED RESELLER, ITS USERS, OR ANY THIRD PARTIES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFIT, LOSS OR CORRUPTION OF DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, INDEMNITY OR OTHERWISE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE USE OF THE SERVICES OR THE LICENSED PROGRAM EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR'S TOTAL CUMULATIVE LIABILITY HEREUNDER TO END USER OR ANY THIRD PARTY ON A COMBINED AND AGGREGATED BASIS, FROM ANY CAUSE OF ACTION OF ANY KIND WHETHER IN
CONTRACT, TORT, INDEMNITY OR OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID TO LICENSOR FOR THE USE OF THE SERVICES AND THE LICENSED PROGRAM BY END USER IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO ANY CLAIM LESS ANY AMOUNT WHICH LICENSOR MAY BE REQUIRED TO PAY END USER’S RESELLER UNDER LICENSOR’S RESELLER AGREEMENT FOR THE SAME CLAIM OR SAME SET OF FACTS OR OCCURRENCES GIVING RISE TO THE CLAIM TO AVOID DOUBLE RECOVERY. ALL CLAIMS WILL BE AGGREGATED TO SATISFY THIS LIMIT AND MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THIS IS THE SOLE AND EXCLUSIVE REMEDY AND THE FOREGOING LIMITATIONS SHALL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSIONS/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW; (4) EXPRESS REMEDIES PROVIDED UNDER ANY FAR, GSAR, OR SCHEDULE 70 SOLICITATION CLAUSES INCORPORATED HEREIN.

Confidentiality. End User acknowledges that the Licensed Program and Services and other materials furnished by Licensor constitute valuable, proprietary information and trade secrets of Licensor, the disclosure or misuse of which would cause Licensor irreparable harm. Accordingly, End User agrees to maintain such Licensed Product and materials in confidence, using at least the same degree of care as End User uses to safeguard its own confidential information, but in no event less than reasonable care. End User further agrees that it will promptly inform Licensor of any known or suspected unauthorized use or misuse of such Licensed Product or materials, whether by End User or by any third party, and will cooperate with Licensor in investigating and halting such unauthorized use or misuse. Licensor recognizes, however, that the Freedom of Information Act (FOIA) (5 USC 552) requires that information that does not fall under certain exceptions must be released when requested and release of such information does not constitute a breach of this Agreement.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

Notices. All notices or other communications will be in writing, in English and deemed given if sent by either (a) registered or certified mail, return requested postage prepaid three days after such mailing; or (b) international recognized overnight courier service on the next business day. All notices shall be addressed to the parties at the addresses specified on the signature page or to such other address as hereafter designated in writing by the applicable party in the manner provided in this Section for the giving of notices.

General Provisions.
**Entire Agreement** This Agreement along with the applicable FAR and GSAR and IT 70 Terms and Conditions constitutes the entire understanding and agreement between End User and Licensor with respect to the subject matter hereof and supersedes all proposals and prior agreements and understandings, oral or written, and any other communications between the parties regarding this subject matter.

**Assignment.** Assignment of this Agreement is governed by FAR 42.12.

**No Amendment or Waiver.** No provision of this Agreement will be deemed waived, amended or modified unless made in writing and signed by both parties. No waiver of rights shall constitute a subsequent waiver of any rights whatsoever. The failure of either party to enforce any provision hereof shall not constitute the permanent waiver of such provision.

**Severability.** The provisions of this Agreement are severable and any provision determined to be void or unenforceable shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of this Agreement and such invalid provision shall be replaced with an enforceable provision which achieves to the greatest extent possible the parties’ original intent.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the applicable federal laws of the United States.
AVUE TECHNOLOGIES CORPORATION: AVUE DIGITAL SERVICES®

ENTERPRISE MASTER SUBSCRIPTION AGREEMENT WITH [CLIENT NAME]

PURCHASED THROUGH CARAHSOFT TECHNOLOGY CORPORATION, AN AUTHORIZE AVUE PRIVATE SECTOR HRLoB SHARED SERVICE CENTER (HRLoB SSC) RESELLER

Effective:--------·' 2012
1.0 Enterprise Subscription

This enterprise Subscription Agreement (the "Agreement" for Avue Digital Services" ("ADS" is), effective as of 2012 (the "Effective Date") between Avue Technologies Corporation ("Avue") and [Client Name] ("Subscriber"). The ADS modules covered by this Agreement (the "Subscribed ADS Modules") and the Covered User Community entitled to access to the Subscribed ADS Modules under this Agreement are identified in Attachment 1.

2.0 Subscription Periods

Avue enterprise subscriptions are sold on: (a) an annual basis, in which case the client may elect to make its subscription fee payments either (i) with a single annual payment on or before the first day of the subscription period, or (ii) in 12 monthly installments; and (b) a monthly basis, in which case the client pays its subscription fees on a month to month basis. In either event, the initial Subscription Period shall commence on the Effective Date and shall continue for the period stated in Attachment 1 (in the case of an Annual Subscription) or month to month so long as the monthly fee is paid in a timely manner (in the case of a Monthly Subscription). The Subscriber may renew its Annual Subscription for a succeeding annual period by issuing an appropriate written renewal order prior to the end of its then-current Subscription Period.

3.0 Scope of Subscription and Incidental Services

3.1 The Subscribed ADS Modules, extranet access, and services related to this subscription (the "Subscribed Services") shall consist of the following for each Subscriber: (a) extranet access to Subscribed ADS Modules, including their associated user interface and content databases; (b) on-going software application and database management and administration, including updates and upgrades; (c) startup and ongoing configuration for each of the Subscribed ADS Modules; (d) professional deployment services support such as training and briefings for all managers and employees; (e) help desk assistance for employees and applicants using the system; (f) professional human resources staff support directly to managers using the Subscribed ADS Modules. Avue Digital Services constitutes "software maintenance as a product" and 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 is 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. In addition, certain ADS Modules may include the loan by Avue, at Avue's sole risk and expense, of a relatively small number of Avue-owned personal electronic devices such as tablet computers, which are necessary or desirable for certain individuals who are employees of the Subscriber to be able to access certain data and feature-functionality not otherwise available.

3.2 Each Avue enterprise subscription is offered on an "all-you-can-eatn basis which means Avue supports unlimited use by the client organization and its employees, as well as, depending upon the module, external users such as applicants. For its enterprise customers, Avue does not assess fees for ADS on a per-seat, per-server per-transaction, or professional service fee basis. Avue enterprise subscription fees constitute fixed price, all-inclusive fee coverage of ADS start-up activation and use, including, where applicable, the addition of client-specific occupational and workforce management content, job requirements and business logic rules engines, as well as all the training, internal communications and marketing change management, and support the client reasonably needs throughout the life of the subscription. Training and other periodic presentations offered by Avue to its customers are typically offered in a setting where modest food and refreshments are provided throughout the day to attendees; attendees have the option of partaking or not.

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3.3 The Subscriber's enterprise subscription to Avue Digital Services includes, as part of the fixed-price, for the entire life of the Subscription, at no additional charge, Avue Enterprise Direct. **Avue Enterprise Direct** includes Avue expert call center support directly to managers such that, used in combination with the Subscribed Modules, the Subscriber need not maintain internal HR resources to provide manager support. **Avue Enterprise Direct** helps managers, for example, create positions, vacancy announcements, applicant intake questionnaires and associated documents, as well as creating and modifying performance plans, and similar workforce management tasks depending upon the module(s) subscribed.

3.4 Pursuant to Section 7, upon the Subscriber's request and for additional charge, Avue may provide supplemental and incidental services as mutually agreed.

3.5 The current Avue Digital Services offering is described in **Attachment 2**; additional ADS modules may be added, or current modules withdrawn, from time to time by Avue, provided that a Subscribed ADS Module to which a valid subscription is in place will not be withdrawn by Avue without reasonable notice to the Subscriber.

3.6 **For federal government Subscribers, the Subscribed Services are commercial items under FAR 2.101** and this standard commercial license to the Subscribed Services shall be incorporated into and attached to the applicable contract.

4.0 Covered User Community

4.1 Except as otherwise provided in this Section 4, the Covered User Community identified in **Attachment 1** includes only those users who are employees of the Subscriber.

4.1.1 The Covered User Community does not include employees of contractors to the Subscriber or of any other entities that may provide services to or receive services from the Subscriber or any of its subordinate organizations; provided that, contractors to the Subscriber may be permitted limited access comparable to professional staff in the event they: (a) are not employees of a competitor of Avue; and (b) agree to be bound to the terms of a system use agreement in a form reasonably satisfactory to Avue.

4.1.2 Professional services contractors to the Subscriber may also be granted limited access to the system in the same manner as full-time employees for purposes of providing information to the Subscriber in connection with **contractor management feature** functionality.

4.2 The Subscriber agrees not to use the Subscribed Services on behalf of any other organization or entity, including but not limited to product demonstrations to others outside of the specific licensed governmental entity, except as may otherwise be provided in this Agreement.

5.0 Right to Use Avue Digital Services

5.1 Definitions. For purposes of this Article:

5.1.1 "**ADS Material**" includes any and all of the following aspects of Avue Digital Services, whether owned by Avue and/or third parties -- databases, data, services, functions, content, functionality, rules, documents, reports, and associated Avue-provided interfaces -- which exist at any time during the Subscription Period except for data and documents that constitute Client Data.

5.1.2 "**Client Data**" includes:

5.1.2.1 Individual historical data elements relating to specific individuals that are customarily contained in an individual employee record. These include, for example, name, date of birth, SSN, education, occupational series, grade, salary, and similar data; and

5.1.2.2 Individual historical data
elements that are quantitative or otherwise arise from one or more specific transactions so long as these data elements can be downloaded in the course of authorized use by the Subscriber from a report generated from the "Online Reports" interface embedded in Avue. These include, for example, individual performance ratings, transaction processing cycle time metrics, employee complaint proceeding outcomes, and similar data; and

5.1.2.3 Documents, solely in their original form, provided to Avue by Subscriber. These include, for example, position descriptions and performance plans produced by or for Subscriber prior to the relevant Subscription Period.

5.1.3 For a Subscriber that is a U.S. Government agency ("Government Subscriber", the following shall apply notwithstanding any other section of this Agreement:

5.1.3.1 In addition to section 5.1.2, "Client Data" shall include the following (the "Government Data"): any data in its original form that: (1) the Government Subscriber owns and provides to Avue under this Agreement, and (2) the Government Subscriber first develops and enters into an Avue-hosted database using a Subscribed ADS Module during the Subscription Period; provided any such data are not, in whole or in part, ADS Material and/or include Avue's proprietary format, display or database correlations. Government Data does not include derivative works of ADS Material prepared by the Government Subscriber. Avue shall maintain the ability to segregate all Government Data from ADS Material, including segregating Government Data embedded in derivative works of ADS Material or other Avue proprietary information.

5.1.3.2 To the extent that the Government Subscriber does not already own the Government Data, the Government Subscriber shall have unlimited rights under FAR 52.227-14 to the Government Data, including the right to use, duplicate and disclose the Government Data for purposes of migrating such data to a non-Avue database after the Subscription Period. The Government Subscriber's unlimited rights to the Government Data shall survive the expiration or termination of this Agreement.

5.1.3.3 All Government Data shall be returned upon request to the Government Subscriber in a .csv, ASCII, or other format agreed upon by Avue and the Government Subscriber, provided such request occurs within the Subscription Period or thirty (30) days after the Subscription Period.

5.1.3.4 The Covered User Community in Attachment 1 may include other government agencies and third parties expressly listed in Attachment 1, provided Attachment 1 lists the number of maximum authorized third-party users and the Government Subscriber pays the Third Party Subscription Fee listed in Attachment 1.

52 Subject to sections 5.3 through 5.9 of this Article, Subscriber shall have a non-exclusive, non-transferable, limited right to use Avue Digital Services for access to the Subscribed ADS Modules during the relevant Subscription Period under this Agreement, including the right to make use, for its own internal operations, of any printable output (whether in hard copy or electronic form) of data that it generates or downloads by means of its authorized use of Avue Digital Services.

53 So long as separated from Avue's proprietary format, display, or database correlations, Subscriber shall have the right to use and maintain Client Data outside the Avue Digital Services™ system at any time.

54 Avue Digital Services may be used only by members of the Covered User Community and may be accessed only through the use of an Avue provided software interface.

55 Use of Avue Digital Services by Subscriber shall be only for the Subscriber's own business purposes solely in the course of satisfying the Subscriber's own business needs during the
term of this Agreement.

56 ADS Material (including archival documents) may only be copied and used for: (1) **processing of current human resources** transactions during the Subscription Period (e.g., creating positions, staffing vacancies); and (2) record keeping with respect to current and past human resources transactions. **Use of ADS Material to feed another system in any form other than as a "read-only" image, or to compile or create a competing or successor human resources database or system** (whether or not a Subscribed Module) for use by Subscriber or any other organization - e.g., a library or electronic system usable in processing future transactions independent of ADS - is strictly prohibited.

57 Except for record keeping purposes described in the preceding section, in no event shall Subscriber access, download, print, store, extract, copy, publish, transmit, transfer, or transport to another program, **ADS Material for use after termination or expiration of the Subscription Period, or use independent of, the Subscribed ADS Modules.** The Subscriber shall not incorporate any of the ADS Material in any other work.

58 In no event shall Subscriber access or otherwise use Avue Digital Services (including any ADS Material) to develop a product, **program, or resource that provides similar functionality or is otherwise similar to Avue Digital Services**, including, without limitation, the Subscribed ADS Modules, whether for internal use or for the use of other agencies or third parties. Subscriber shall not reverse **compile, disassemble, or reverse engineer the ADS Material.** Subscriber shall not sell, license, or distribute any ADS Material to third parties (including, without limitation, other government agencies) or use any ADS Material as a component of or as a basis for any material offered for sale, license, or distribution.

59 With respect to section 5.0 of this agreement and its subsections, **those provisions do not prevent internal use by Subscriber for internal Subscriber purposes** of the output from the ADS Material, including but not limited to reports, position descriptions, and vacancy announcements. Additionally, except for sections 5.6, 5.7, and 5.8, the provisions in section 5.0 do not otherwise limit the rights of Subscriber in any way to data and information developed, entered into, and processed through Avue's information system(s) by Subscriber which is not technical data or computer software, and the reference to documents or data in their "original form" is not intended to limit the rights of Subscriber in data developed by Subscriber which may be modified or updated. By the same token, simply by using the ADS Material or inputting its own data into the ADS Material, Subscriber does not obtain any rights in the ADS Material. Nothing in this section is intended to narrow the scope of ADS Material or expand the scope of Client Data for purposes of sections 5.6, 5.7, and 5.8 of this Agreement, which shall apply to any data and information developed, entered into, and processed through Avue's information system(s) by Subscriber that includes ADS Material. At any time during the term of the contract at the request of the Subscriber, and at contract closeout, Avue will provide said data in a format previously identified by Subscriber. Data formats include, but are not limited to, XML, CSV, and PDF, but do not include MS Word.

6.0 Extranet Access

As described in Attachment 3, as part of the client's enterprise subscription, Avue will provide Subscriber with on-going Extranet access to the Subscribed ADS Modules. This includes on-going access to the applications, databases, and services for these modules sufficient to serve the Covered User Community identified in Attachment 1. Avue will be responsible for data and database administration throughout the course of the Subscribed Period. In addition, the Subscriber shall receive the following startup and configuration services:

- **Capacity planning**
- Functional and technical implementation and deployment Consulting
- **Internal marketing planning and consulting**

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7.0 Supplemental or Incidental Services

The Subscriber may request that Avue perform supplemental or incidental services that relate to the Subscribed Services. Each work request for such supplemental or incidental services shall describe the requested services to be completed and, if applicable, the requested date of completion. All such work requests are subject to written acceptance by Avue.

8.0 Subscriber Obligations

The Subscriber shall (a) provide Avue with full, good faith cooperation and such information as may be required by Avue in order to promptly and fully deploy the Subscribed Services throughout the Subscriber; (b) provide such assistance and information as may be reasonably requested by Avue from time to time, and (c) timely and fully carry out all other Subscriber responsibilities set forth herein, including the Attachments hereto. For Subscribers purchasing the Avue Command Center Module (ACC), Subscriber specifically agrees to cooperate with Avue to establish a full bi-directional interface between the Avue system and the payroll system used by Subscriber.

9.0 Level of Performance

9.1. Definitions: For purposes of this Section 9.0, the following terms will have the meanings given:

9.1.1. "Service Availability" means the up-time of the Extranet Data Center and the relevant applications.

9.1.2. "Hours of Operation" means 2060 hours per quarter calendar year, calculated as follows: 7x24 for 365 days divided by 4 quarters per year less: (a) six daily maintenance and backup as required not to exceed one hour per day between 12 AM and 1AM (EST) and (b) one weekly maintenance and backup as required not to exceed one four hour period occurring from Saturday midnight to 4AM (EST) Sunday morning. "Performance Standard" means 95% of the Hours of Operation, i.e. 1957 hours per calendarquarter.

9.3. Service Metrics

9.3.1. Avue will be responsible for the provision of Service Availability and Service Accessibility statistics on a monthly basis, as well as providing quarterly summary reports to the Subscriber. The monthly and quarterly statistics will reflect the number of actual hours of service delivered.

9.3.2. Any deficiency in achieving the Performance Standard in a quarter year may be subject to Service Credit, as defined and provided for in Section 9.4.

9.4. Service Credit:

9.4.1. In the event that, on an aggregate basis within any given quarter of a year, Avue does not provide Service Availability and Service Accessibility for any Subscribed ADS Module at a level that is at least equal to the Performance Standard due to a failure within the Extranet Data Center, the Subscriber may deduct from the Subscription Fee one percent.
(1%) of the Subscription Fee for such Subscribed ADS Module, prorated with respect to such quarter, for each full one percent (1%) of the cumulative shortfall below the Performance Standard ("Service Credit").

9.4.2. Service Credit applied to Avue, will be subject to offset, pro rata, to the extent that Avue has provided service in excess of the Performance Standard, calculated on a rolling-average basis, during the preceding four quarters.

9.4.3. Service Credit, if any, may only be credited against the Subscriber's Subscription Fees, if any, next occurring for the affected Subscribed ADS Module(s).

9.4.4. The application of Service Credit will not apply in the event of a declared disaster where a business continuity plan is being executed, for the duration of the time required to relocate to the secondary data center. In addition, the application of Service Credit shall be subject to the terms contained elsewhere in this Agreement, including without limitation Section 9.5, Section 14.0, and Section 17.2.

9.4.5. The first quarter of the provision of any particular Subscribed ADS Module will be excluded from any Service Credit determination.

9.4.6. Major revisions to any Subscribed ADS Modules shall be excluded from the availability calculations for the first quarter that the major revision is in production. Avue and the Subscriber will jointly determine when a revision is considered to be a major revision.

9.5. Maximum Service Credits: Notwithstanding any other provision of this Agreement, including without limitation Section 9.4 in the event that the Subscriber is entitled to any Service Credit as a result of any shortfall in Service Availability and Service Accessibility in any calendar quarter, such Service Credit shall not exceed five percent (5%) of the Subscription Fee for the affected Subscribed ADS Module, pro-rated with respect to such calendar quarter.

9.6. Sole Remedy. Subscriber acknowledges and agrees that any Service Credit provided for under this Section 9 shall be the Subscriber's sole and only remedy in the event that there is any shortfall regarding Service Availability and Service Accessibility during the Subscription Period. This provision does not limit the government’s rights to terminate for convenience or for cause pursuant to FAR 52.212-4 (1) and (m).

10.0 Fees and Expenses

10.1. Enterprise Annual Subscriptions. As set forth in Attachment 1, and invoiced and payable as set forth in Section 11, for Enterprise Annual Subscriptions there shall be an Initialization Fee, an Annual Subscription Fee, and an Annual Extranet Fee for each ADS Module.

10.2 Enterprise Monthly Subscriptions. As set forth in Attachment 1, and invoiced and payable as set forth in Section 11, for Enterprise Monthly Subscriptions there shall be a single monthly Subscription Fee for each ADS Module.

10.3 Determination of Fees and FTE Modification. For all Enterprise Subscriptions all ADS fees are determined by the number of employees within the Subscribing Entity. The number of employees is determined by the authorized FTE’s, in the enacted budget for the entity, for the fiscal year in which the initial purchase takes place. Subsequently, at each renewal the Subscriber will have its Annual Subscription and Extranet Fees adjusted as necessary to bring these-fees into alignment with the Subscriber’s enacted budget FTE for that subscription fiscal year.

10.4 Supplemental or Incidental Services. For any of the supplemental or incidental services described in Section 7, the Subscriber shall pay at the specified rates agreed upon between the Subscriber and Avue at the time an order for such services is accepted by Avue. The Subscriber shall be responsible for all actual, reasonable, out-of-pocket expenses incurred by Avue in performing any supplemental or incidental services. For government Subscribers, reimbursement of
expenses under this subparagraph is limited to allowable costs under the applicable regulations.

11.0 Acceptance, Invoicing and Payment Terms
11.1 Avue shall not be required to initiate the Subscribed Services for any Subscription Period unless there is a procurement contract in place against which a valid purchase order for the Subscribed Services may be placed.

11.2 Subscriber's acceptance of any Subscribed ADS Module shall be deemed to occur at the time of Avue's first release of the Subscribed ADS Module for Subscriber's use which will be deemed to occur at the time when Avue provides Subscriber with its first user accounts permitting access to the fully functioning system.

11.3 With respect to Enterprise Annual Subscriptions:
11.3.1 Initialization Fees shall be invoiced commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.3.2 Annual Subscription Fees shall be invoiced as follows:
11.3.2.1 In the event that Subscriber has not elected to take advantage of the standard pre-payment discount Avue offers its customers, the Annual Subscription Fees shall be invoiced in twelve (12) monthly installments, commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable in same manner. Payment is due upon receipt of invoice by the Subscriber. The fact that Annual Subscription Fees are paid monthly does not relieve the Subscriber of the full year subscription obligation to which such fees relate.
11.3.2.2 In the event that Subscriber has elected to take advantage of the standard pre-payment discount Avue offers its customers, initial year Subscription Fees are invoiced in full on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber. Each ensuing subscription renewal shall be invoiced, due and payable on the first day of the new subscription period.

11.3.3 Annual Extranet Fees are invoiced in twelve (12) monthly installments, commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.4 With respect to Enterprise Monthly Subscriptions, subscription fees shall be invoiced monthly commencing on the date the Subscribed ADS Modules are first released to the Subscriber. Payment is due upon receipt of invoice by the Subscriber.

11.5. Fees for new ADS modules are invoiced on the first day of the Subscription Period to which the fees relate. Payment is due upon receipt of invoice by the Subscriber.

11.6 For Government subscribers, payment of all Avue fees shall be in accordance with the Prompt Payment Act.

11.7 Each invoice for fees and expenses relating to supplemental or incidental services under Section 7 is due and payable within thirty (30) days after the invoice date.

11.8 Any early termination of this Agreement shall not result in a refund or reduction of the fees for that portion of the Subscription Period so terminated.

12.0 Subscriber Point of Contact
The Subscriber's COTR, as identified in Attachment 1, will serve as the Subscriber's primary point of contact with Avue for all technical purposes.

13.0 Ownership and Use of Intellectual Property

13.1 The Subscriber acknowledges that Avue
and/or its licensors own all intellectual property rights relating to the ADS Material and the Subscribed Services, including but not limited to all patents, trademarks, copyrights, trade secret, and data rights in all such materials including such rights as embodied in all hardware, software, and data components and any associated documentation, and all customizations, developments, derivative works, and outputs. The parties agree that, except as stated herein, this Agreement does not grant the Subscriber any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), data or any other rights or licenses in respect of the Subscribed Services or the ADS Materials. Upon termination of the Subscription Period and except as specifically permitted under section 5.6, the Subscriber agrees to return any Avue intellectual property in its possession, including but not limited to ADS Material and Avue copyrighted material, within 30 days of Avue's written request.

13.2 The ADS Material embodies information that is confidential and proprietary to Avue and its licensors. In addition but not in limitation of the foregoing, the Subscriber understands and agrees that the content databases of the ADS Materials include a data structure incorporating complex associations between data elements, that was created by Avue and which constitute or contain confidential information and trade secrets which are proprietary to Avue.

13.3 The Subscriber acknowledges that the Subscribed Services are purchased under the name Avue Digital Services, ADS, and the various individual module names designated by Avue. Subscriber agrees that it will only use Avue Digital Services, ADS, and the applicable module names when referring to the Subscribed Services, whether for internal use or external reference, and will not rename, or otherwise refer to the Subscribed Services, provided that Subscriber shall not use Avue, Avue Digital Services, ADS, or other Avue intellectual property in connection with any internal or external communications, presentation or marketing material without the Avue's review and express written consent.

14.0 Warranties and Disclaimers

14.1 Warranty and Disclaimer. The ADS Material, including all software and data used to provide access to Subscribed ADS Modules, are protected by copyright laws and international copyright treaties, as well as other intellectual property laws. Avue warrants that it has sufficient rights to provide access to the ADS Material in accordance with this Agreement. However, due to the complex nature of software and digital services, Avue does not warrant that the ADS Materials are completely error free, will operate without interruption, are compatible with all equipment and software configurations, or will otherwise meet the Subscriber's needs. AVUE DOES NOT MAKE, AND HEREBY SPECIFICALLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY TRADE USAGE OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, AND NONINFRINGEMENT.

14.2 The Subscriber assumes sole responsibility for results obtained from the use of any ADS Material and for conclusions drawn therefrom, except to the extent damage results from Avue's failure to exercise a reasonable standard of care in providing the ADS Material. Avue shall not be responsible for loss, destruction, alteration, or disclosure to any person of the Subscriber's data submitted by the Subscriber or resultant output thereof (or loss, destruction, alteration or disclosure to any person of any physical media on which such the Subscriber data or resultant output are stored), unless caused by Avue's negligence or willful misconduct. Furthermore, Avue shall have no liability for any errors or omissions in any information, instructions, or scripts provided to Avue by the Subscriber in connection with the services provided hereunder.

14.3 LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE
15.0 [Reserved]

16.0 Additional Terms and Conditions

In the event that certain “premium” features (e.g., where proprietary third party data access requires payment of a fee) are made available to Subscriber, the Subscriber will be given written notice of all applicable terms and conditions, including charges, which are different from those set forth in this Agreement (“Additional Terms”). Subscriber will not be given access to such “premium features” without accepting the Additional Terms, but once accepted, Subscriber agrees to, and will be obligated to comply with, all such Additional Terms as well as the terms and conditions in this Agreement. All Additional Terms will be considered part of this Agreement.

14.4. Disclaimer of Actions Caused by and/or Under the Control of Third Parties: Avue Does Not and Cannot Control the Flow of Data to or From the Data Center and Other Portions of the Internet. Such Flow Depends in Large Part on the Performance of Internet Services Provided or Controlled by Third Parties. At Times, Actions or Inactions of Such Third Parties Can Impair or Disrupt Customer’s Connections to the Internet or Portions Thereof. Although Avue Will Use Commerically Reasonable Efforts to Take All Actions It Deems Appropriate to Remedy and Avoid Such Events, Avue Cannot Guarantee That Such Events Will Not Occur. Accordingly, Avue Disclaims Any and All Liability Resulting From or Related to Such Events, Including Without Limitation Any Service Accessibility and Service Availability Shortfall Resulting From in Whole or in Part From Such Events.
17.0 General

17.1 Notices: Any notice or request hereunder shall be made in writing, delivered in person to an authorized officer of the respective party, sent by first-class mail or reputable express courier (postage or charges prepaid) or transmitted by confirmed facsimile to the other party at its address stated at the beginning of this Agreement or at such other address for which such party gives notice hereunder. Any notices, demands or other communications required or permitted hereunder shall be deemed given when hand delivered or transmitted by confirmed facsimile, on the next business day after being sent by overnight express courier (charges prepaid), or three (3) days after being deposited in the United States mail, postage prepaid.

17.2 Force Majeure: If any cause or circumstance beyond a party's reasonable control prevents that party from performing its obligations, in whole or in part, pursuant to this Agreement, such party shall not be held responsible for the part-performance or non-performance of such obligation(s) during the continuance of such cause or circumstance; provided however, that the part-performing or non-performing party provides the other with prompt detailed notice of the cause and circumstance hindering or preventing performance. Upon receiving such notice, the other party may defer or suspend its performance until it receives additional written notice that the part-performing or non-performing party is ready and able to continue performance.

17.3 Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.4 Section Headings: The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement.

17.5 Waiver: The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

17.6 Dispute Resolution: If a dispute regarding the interpretation or enforcement of this Agreement arises, the senior executive officers of the parties will promptly meet to seek to resolve the dispute. In the event that the dispute is not then resolved, the parties shall have recourse to all available legal and equitable remedies.

INTHE EVENT THIS AGREEMENT IS INCORPORATED INTO A GOVERNMENTAL CONTRACT AWARD, EXECUTION BY THE PARTIES IS NOT NECESSARY.

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement, effective as of the date first written above.

SUBSCRIBER

By: ________________________________
Name: _____________________________
Title: ______________________________

AVUE TECHNOLOGIES CORPORATION

By: ________________________________
Name: _____________________________
Title: ______________________________
Attachment 1
Subscription

Name of the Subscriber:

Subscriber's COTR:

Type of Subscription (Annual/Monthly):

Modules Subscribed:

Covered User Community (number of Subscriber FTE):

Initial Subscription Period: Effective Date through.

Supplemental or Incidental Services: None

Fees:
See attached spreadsheet.
[Insert Price Grid]
AVUE TECHNOLOGIES CORPORATION

THE CURRENT

AVUE DIGITAL SERVICES® OFFERING

AS OF JANUARY 1, 2011
Since 1983, Avue has been the leader in workforce optimization and management solutions designed for all aspects of workforce management within the public sector. Our flagship solution, Avue Digital Services®, is a fully-integrated suite of twelve native-web modules that digitize, automate, optimize, track, monitor, and report on the most important workforce management processes, including:

- Position Management
- Compensation Management
- Organizational Architecture
- Individual and Enterprise Performance Optimization
- Recruitment and Staffing
- Workforce Forecasting and Succession Planning
- Personnel Security and Background Investigations
- Management-Employee Relations
- Equal Employment Opportunity
- Injury Compensation
- Enterprise Learning Management
- Employee Benefits and Retirement
- Workforce time and attendance and scheduling

Total coverage of Avue is shown in the Avue Atlas’ above.

Avue serves agencies that vary widely in mission and HR strategy in both the legislative and executive branches,

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including agencies with innovative human capital management policies such as pay banding, market-based pay, and pay for performance. We actively engage our clients to develop innovative human capital programs that address emerging labor market issues and promote organizational agility, flexibility and mission responsiveness.

Avue’s unprecedented workforce management offering is a fully-hosted, integrated service delivery system that pairs technology with professional services - and it's ready to deploy instantly. Avue's embedded the expertise of highly skilled professionals in its rules engines, providing the most comprehensive human resources knowledge management base available in the public sector. The engineered content and expertise along with business process management technology, workflow, and transaction processing, are included in the single, fixed annual subscription fee.

Equally remarkable, Avue provides unlimited, on-demand, professional expert consulting services directly supporting managers - at no additional charge to Avue subscribers.

THE Avue' PLATFORM

Flexible, Scalable, Secure
The modular nature of Avue’ provides significant flexibility to allow clients to subscribe only to the modules they need.

- Any single module subscription includes a complete Personnel Action Request workflow system that facilitates workflow, tracking, metrics, and reporting, across the entire "SF-52" spectrum of actions.
- Certain business processes, such as performance management, also include "collaboration" workflow. This form of workflow facilitates communication and engages all process participants as a team. Team builder, unique among HR systems, also allows end users to build teams to encourage collaboration and to allow many to confer on a single issue.
- Workflow participants access the system through the Avue Navigator-M, which provides the ability to initiate and respond to requests, make just-in-time decisions, process actions, and access standard and ad hoc reporting.

Access to the Internet is all your agency needs to provide - if you can get to the Internet, you can get to your Avue account online.

Avue’ includes a bi-directional interface that integrates Avue data with other systems including Human Resource Information Systems (HRIS), payroll systems, financial systems, and time and attendance systems.

- The interface extends and provides real-time access to

Avue’ is explicitly designed for high scalability and performance and a subscription includes unlimited concurrent users - from managers, administrative officers, support staff, recruiters, EEO personnel, background investigators, HR professionals, to employees and applicants. Avue’ provides all the capacity you need to support all your users and encourages high numbers of concurrent users, especially during key events such as annual performance ratings and surge hiring. Avue maintains over 99% uptime and has never lost data or been below this threshold. The unique combination of our technology and business model enables our solution to be rapidly deployed within organizations and deliver quick and measurable results.
Because Avue is an expert system where the business process rules are digitally embedded, even occasional users can operate it without risk. Users' views have uniquely designed permissions based on their roles. Individual users can also have multiple roles, for example, as a manager and as an HR professional. Roles dictate security provisions, access to data, and authorized actions. Avue performs (at no additional charge) all system administrator functions, including user management, with same day service.

**KEY BENEFITS OF THE AVUE SOLUTION**

**Fast, Efficient, Experienced and Trusted**

**Automation of All Human Capital Management Processes & Practices:** Avue digitizes 80% to 90% of all public sector HR business processes, enabling our clients to dramatically improve quality of service while simultaneously reducing cycle times and costs. For recruitment and staffing alone:

- All Avue clients routinely achieve a 10-day cycle time required to staff a Federal position. This dramatic reduction is a result of digitizing these processes and providing context-sensitive content to aid hiring managers and supporting administrative staff.
- Avue's rules-based engines, in tandem with the automatically generated applicant questionnaire, are able to digitally assess applicants and determine the 3-4% most highly qualified of the pool.

The annual savings generated by our solution generally provide a financial saving of 10-20 times the existing business processes.

- The labor savings provided by Avue effectively increases the servicing ratio (the number of HR professionals required to provide HR services versus the number of employees in the agency). Across the Federal Government, the servicing ratio is 1 HR FTE for every 50 Agency FTE. With Avue, a Subscriber can increase its ratio to 1 HR FTE for every 1,000 to 5,000 Agency FTE.
- The current shortage of HR professionals in the public sector and in the labor market means a "retire-without-rehire" plan is essential for all Federal agencies. Because of the increased servicing ratio Avue provides, our subscribers benefit enormously from the business process reengineering and rules engines embedded in Avue, assuring both increased efficiency and regulatory compliance.

**Deployment Speed:** Unlike ERP and HRIS systems, Avue is an expert system that combines off-the-shelf database content with software application functionality to produce documents, decision support, completed transactions, advice, reports, and data exchanges from a fully-hosted data center environment. New Avue client agencies are activated and using the system literally within hours of contract award.

**Fixed Price, "All You Can Eat":** Avue has developed a unique fixed-price, annual subscription model providing unlimited use inside the agency—effectively eliminating deployment constraints of legacy software "price-per-seat" licensing models.

- There are no licensing fees, no limits on the number of concurrent users, no transaction charges, and no professional service fees.
- Because the Avue system is fully hosted, IT support costs, capital investments in hardware and software, and expensive system maintenance and upgrades to both the software and IT platform are eliminated.
- Avue complies with all Federal security, COOP planning, and OMB E-Gov Enterprise Architecture requirements.

**No Capital Investment:** We provide all the hardware, software, content, and support required throughout the subscription period. Because Avue is fully production ready and the IT infrastructure is available at the time of subscription, clients do not have to make any capital investment in IT infrastructure.

**Complete Risk Management:** Avue manages client risk by ensuring that all services delivered fully meet all regulatory and statutory requirements and exemplify the best practices in these areas. Avue automatically gathers and reports all information required to meet employment and civil rights statutes and regulations.

**Because of its capability to ensure non-discriminatory, merit-based, workforce management, Avue is exclusively endorsed by:**

- American Federation of Government Employees
- Black Data Processing Associates
- Blacks In Government
- Federal Asian Pacific American Council
- Federally Employed Women
- National Image
- Organization of Black Airline Pilots Association
- Senior Executives Association
- Society of American Indian Government Employees

These organizations also help Avue clients with outreach, targeted recruitment, and a demonstrated commitment to the Merit System Principles and positive, proactive, EEO practices.

**Support and Maintenance Sourced to Avue:** The Avue's service

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delivery model is unique. Because Avue includes its own IT infrastructure, and packages all associated services to manage and support it in the subscription fee, clients do not need to grapple with ongoing management of the infrastructure, software, or content database. Product updates are made instantly available to all clients so upgrades and trying to fund and implement the next software releases are things of the past.

**Fully Loaded Occupational Content Database:** Only Avue provides an integrated solution specifically built and maintained for the public sector.

- Through our unique solution, Avue provides off-the-shelf, public sector content databases covering 100% of the government-wide occupations. In addition, the subscription includes complete content database customization, if required, new bi-weekly content releases, and access to a shared library used by all of our subscribers. No other system comes populated with such data or has a database even roughly comparable to the scope and comprehensive coverage of Avue™.
- The Avue database includes work functions, duties, skills/competencies, performance requirements, employee-labor relations, EEO, staffing, recruitment, and a myriad of other public sector HR content.
- All Avue™ content is correlated for content validity, litigation risk mitigation, and incorporates best practices.
- Avue™ Subscribers include a variety of agencies with alternative human capital systems, pay banding, market-based pay, and pay for performance.

**Security & Continuity of Operations Plans (COOP):** Avue security meets the National Institute of Standards and Technology (NIST) and Federal Information Security Management Act (FISMA) standards and has been certified and accredited by its Subscriber agencies.

- Avue™ security covers Avue data center physical security, operations, networks, database, data access, and personnel.
- For Subscribers, Avue™ provides role-based security all the way down to the individual user level.
- By operating 100% "server side," Avue™ has eliminated all software program installation issues, including downloads, "cookies," the need for web-emulation tools such as Citrix™, or other security and deployment risks.
- Avue™ data centers also utilize a variety of security measures include biometric scanning, full-time on premise guards, and video surveillance.

All Federal agencies are required to have continuity of operations plans (COOP) in place for all critical systems. To help Subscriber agencies meet this requirement, Avue provides three data centers in geographically dispersed locations within the United States:

- Avue’s data centers have backup power generation, redundant incoming telecommunications lines, off-site data storage, nightly backups, and other measures to assure a Subscriber can be up and running within a very short period of time should a data center have a catastrophic occurrence.
- Subscribers can access the data center from anywhere they can reach the Internet, and key components of the software are usable via wireless connection.

In the same manner as described for COOP purposes, Avue also supports telecommuting objectives of agencies. Because access is dependent only on Internet access, subscribers can reach their Avue™ account from anywhere, globally.

**Enterprise-wide Visibility:** Avue™ provides enterprise-wide visibility on the workforce -from a bird's eye view to a wide angle lens, from 50,000 feet to sea level. Our real-time reporting makes it possible to review key metrics and drill down into the details about employees, locations, reporting relationships, performance metrics, skills/competencies, pay, overtime, and a host of other details and demographics. Avue™ also refreshes payroll data nightly, and for some agencies, financial data as well. Real-time Avue-generated data can also be used to provide reports and unique features such as real-time organizational charts.

- Avue™ provides information and insight about the distribution of positions, workload metrics, recruitment effort effectiveness, cycle time, employee skills, workforce demographics, and post-hire performance - and this is just the tip of the iceberg when it comes to the management information we make available.
- Everystepofeverybusinessprocessincorporatedin Avue is tracked and feedback loops enable consistent ongoing process improvement. Everything, and we mean everything, is captured in the system and stored in a manner that allows reports to be generated on a standard, "time-released," regular and recurring, or (ad hoc) basis.

**Highly Experienced Staff:** Avue has an extensive workforce of former Federal and state/local HR professionals, each expert in various human capital management and financial management functions, including Federal payroll. Avue’s internal expertise results from a careful and systematic strategy to recruit, hire, and retain experts in every range of human resources from operational service delivery, workforce research and analysis, integration with financial management, to policy formulation.
Avue’s seasoned former public sector employees, representing over 700 years of public sector HR experience, provide our Subscribers with expertise, insight, regulatory guidance, and operations support in all areas, at all levels.

**WORKFLOW, BUSINESS PROCESS MANAGEMENT, BUSINESS ACTIVITY MONITORING, PERSONNEL ACTION PROCESSING, TRACKING, AND REPORTING**

Avue includes technologically superior workflow in its subscription offering and is the only human resources system to include business activity monitoring and reporting as a standard system and service feature.

Avue’s workflow includes both collaboration workflows, such as for performance management and optimization, and transaction workflows, including personnel action ("SF-52") processing and bi-directional payroll interface.

- Unlike virtually any other HR solution, Avue’s workflow adapts to the agency, rather than the other way around. To best meet each client’s needs, during the deployment stage Avue maps each agency business process to produce an optimal process flow supporting the Subscriber’s policies and practices. Using Avue’s Data Mapping Engine (DME), process participants are linked to the workflow and are designated roles, security, permissions, and actions that are tailored to the participant, their various agency roles, and their roles in relevant events in the business process. Edits, additions, deletions, and participant changes are accommodated by Avue electronically or, if necessary, by Avue consultants, and are included in the client’s subscription fee.

- Metrics are tracked for each process, event, and individual user to provide enterprise, business activity, process and user metrics and reporting. Business Activity Monitoring (BAM), allows the Subscriber to monitor workload balance and track performance metrics on any covered business process. Workflow processing includes the capability to assign, delegate, and transfer work from one participant to another, either permanently or temporarily.

The Avue Personnel Action Request ("SF-52") system covers 100% of the personnel actions processed, and produces an electronic, hard copy and interfaced output. Payroll system interfaces provide for automatic transmission to the client’s payroll providers. Agencies with HRIS systems can also interface with Avue.

Reports are both standard and ad hoc. Avue provides custom report creation services as well as an online, ad hoc reporting tool. Every Avue report has an option to download report data to a CSV file so it can be imported into common office applications such as Microsoft Office Excel™ and other database applications.

**AVUE INCLUDED SUPPLEMENTAL SERVICES-INCLUDING AVUE ENTERPRISE DIRECT SERVICES FROM AVUE’S HR SHARED SERVICE CENTER**

As part of each client’s subscription, Avue includes a full range of services including product implementation consulting, training and technical support, which we continually modify and improve upon. These services are provided at no additional charge and include:

- 24x7x365 technical support and data center management.
- Help Desk support for job applicants and employees.
- Direct online and telephone support for staff professionals to assist in all aspects of using the Avue system and delivering HR services to HR customers, including developing positions, recruitment activities, job posting, surge workload support, etc.
- Avue Concierge Services for managers, which includes all levels and types of support for job postings, position development, performance plan development, workforce management, workforce forecasting, reporting, skills management, and real-time performance support on Avue system use.
- Employee briefings and “townhall” meetings.
- Management and executive briefings, to include on-site, online, and telephone support.
- Avue training for HR and staff professionals, including administrative officers, EEO professionals, budget analysts, payroll and personnel action processing staff, and all others included in the HR end-to-end business process.
- Training and other periodic presentations offered by Avue to its customers are typically offered in a setting where modest food and refreshments are provided throughout the day to attendees; attendees have the option of partaking or not.

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AVUE COMMAND CENTER ON-LINE REPORTING AND DECISION SUPPORT (ACC)

The Avue Command Center On-Line Reporting and Decision Support Module (ACC) represents the ultimate in enterprise-wide visibility on business operations for management decision-support. The objective of ACC is to provide truly actionable information rather than data, to line and senior managers at all levels of the organization. ACC provides visibility at the granular level all the way up to the truly big picture.

ACC incorporates payroll data and position information, to permit the user to construct ad-hoc reports on all data within the Avue system, including data imported from other systems, such as the finance and accounting systems, which are merged across these administrative silos into one comprehensive database from which reports are created.

- ACC also includes graphing and data display tools that are ideal for making data come to life in ways that provide information, insight and the ability to take action.

Key executives (e.g., CFO, CAO, CIO, CHCO) can set ACC to push information to managers that is critical to accomplishment of organizational strategic plans and goals. Information is displayed in graphical form with drill down into subordinate data layers and data tables. All data generated and reported can be exported into common desktop applications such as Microsoft Excel™ for further analysis.

- workforce and mission are constantly accessible to managers making operational decisions in real-time. Program managers, such as HR Directors, also have an ACC that provides real-time metrics tracking key program statistics including workload, workload distribution, over-standard tasks, and performance by staff.

- ACC builds on the Avue Operating System, which

ACC reports can all be saved by the user for repeat use, and report data can be easily "dumped out" into .csv files should the user need to employ more rigorous analysis and modeling tools.

- ACC includes use of a limited number of Avue-provided computer tablets (e.g., the Apple iPad) for use by key executives in the customer to store and display Avue data conveniently wherever they are.
AVUE DIGITAL SERVICES MODULES

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AvuE: MODULE DESCRIPTIONS

The following more detailed module descriptions provide an overview of each module's primary function, application feature-functionality, and database coverage. The descriptions are brief and are not meant to be all-inclusive but, rather, highlight certain key aspects of the module and its role in public sector workforce management operations.

All Avue modules are enhanced on a recurring basis, with new features appearing approximately every two weeks. Enhancements are included in the fixed subscription price and are offered to all Avue Subscribers. Database enhancements are similarly recurring, approximately every two weeks and are also included without additional charge.

Avue clients are all part of a community in which enhancements or additions requested by one are then offered to all as part of the ongoing subscription service. With so many agency clients, this cross-agency sharing promotes efficient and economical service delivery and widespread adoption of best practices.
Includes Position Classification, Position Management, Payroll Interface, Personnel Action Workflow, Skills Survey, and Self Service

The Avue Operating System (AOS) is the platform for the entire Avue offering. AOS consists of the Avue operating infrastructure - user management, database and rules engines access, application server functionality, workflow, personnel action processing, and system interfaces. In addition, AOS includes certain core software application functionality and database content in support of position classification, position management, employee skills surveys, workforce skills banks, and employee and manager self-service.

The Workflow and Personnel Action Request (PAR) System:

Avue’s Personnel Action Request (PAR) system covers 100% of the “SF-52” personnel actions. Managers, or their HR Specialist or AdministrativeOfficers, initiate actions beginning by selecting the type of action from a plain-English menu of possible choices. These ‘service requests’ are then automatically routed via Avue’s workflow system to approving officials, verifiers, and other process participants. At the conclusion of the process, PAR generates a .pdf personnel action form, such as the Federal SF-52. The form, rather than the entry point of the process, is developed as the action has been routed, approved, and action taken. Each transaction has an accompanying file for electronic transfer to the payroll system and can produce an electronic form for the OPF as well. In this way, the form and accompanying system file contain the accurate information about personnel action codes, regulatory and legal citations, and payroll data feeds.

As the PAR system generates work activities, users are notified of pending actions by the workflow access points found in the Avue Navigator®. The Inbox, On Deck, and Watch List functions, along with concurrent notifications sent to each user’s regular email system notify users of the need to go into the system and review and make appropriate decisions so that actions progress. The workflow is customized for each client and often for each business unit within the client organization.

Diversity of business process is a reality in large organizations and Avue has ensured that the system conforms to the client business process rather than forcing the client to conform to

For informational purposes only
Payroll System Interfaces:

The AOS bi-directional interface to the client's payroll system not only seamlessly transmits the SF-52 action to the payroll system, but also provides the ability to combine data in the payroll system with position data resident in the Avue system for real-time reporting and visibility on the agency's workforce. The combination of Avue data and payroll data provides a blended view of the workforce, linking positions and people and people to organizations. This blended information allows for superior visibility in the present day and permits trend analysis by combining historical data with current workforce demographics. Avue provides the ability to display this data in dashboard form, via the Avue Command Center, and report it using the Avue online reporting tools for both standard and ad hoc reporting. Avue's payroll system interface provides real-time data into and from the organization's payroll system each and every night. Avue's online, real-time, organizational charts are refreshed each night and the information contained in it is updated based on personnel moves that have occurred during the day. The same data is used for reports and the Avue Command Center.

Position Management:

- AOS supports all activities relevant to position management - including job classification and pay-and completely automates the processes involved in creating and identifying the work in classified positions, also providing key documentation related to the position.
- AOS uses sophisticated rules engines to determine relationships between duties, job classification, compensation level, and performance standards. After the analysis is complete, AOS produces a classified Position Description, Evaluation Statement, Performance Plan, and Interview Tips for the manager. All of the documents listed are fully integrated to the major duties and responsibilities allocated to a position.
- AOS is pay system-agnostic and supports agencies with a variety of different approaches including pay banding, excepted service, market-base pay, and pay for performance systems.

On average, managers developing positions using AOS take only 10 minutes from start to finish. Avue edit capabilities allow users to edit any and all content, except for certain position grade controlling features. These features are write-protected and manager users are permitted to include or exclude them but not to edit the text itself. Should managers build positions and then exclude certain grade controlling features, the AOS module automatically recalibrates the position classification to take into account this affect. All edits are tracked, and documented in the position's history file or status log, with notations by date, time, and user.

AOS provides a side-by-side comparison of the original system-generated text and the edited text for ease in identifying edits by other users, such as HR professionals. This text edit tracking is also used by Avue and the client organization to view the type and substance of the edits, and make decisions about whether the edits indicate a substantive change or addition should be made to the core database for all users.

Special features are provided to authorized users based on user role and agency authorized permissions. These users, generally HR professionals, may override system generated job classification information, including factor levels, grade, series, title, and/or pay plan. System generated documents note the changes, they are also noted in the position's history or status log file, and they require the addition of remarks explaining the need for the override. Users conducting the override are noted along with the date and time of the action.

Position-related content is provided turn-key in the Avue database and made available immediately upon contract award. Any additions, customizations, or new development required for a specific organization are engineered from a wide variety of data sources. These sources include: existing position descriptions, master position records, vacancy announcements, crediting plans, individual development plans, position management policies, appropriate internal guides, and any special related policies or guidance - including governing appeal decisions, court decisions, and/or union requirements that apply to human resource issues to customize the occupational content. In addition, content development, editing, customization, or refreshes may include onsite desk audits, focus groups of subject-matter experts, work observation, occupational studies within the client organization, and interagency occupational studies.

- Avue's subscription is provided on an "all you can eat" basis, so additions to the database continue to be developed to ensure coverage of all occupational series and specializations within a series.
- Avue's staff of content engineers is comprised of classification, staffing and position management experts who use a multipurpose job analysis methodology, and their extensive knowledge of particular occupational families, to customize existing content to reflect all organization-unique features of any position.

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Avue’s content database has job-specific content for 100% of the government-wide occupations - and the database supports an extensive variety of specialized occupations developed to meet the occupational diversity of our client agencies.

At implementation, Avue builds position descriptions to cover all the master positions of record in the organization, as defined by the organization’s payroll system, and then links positions to employees via the organizational hierarchy and payroll system interface. From this information, Avue provides a real-time, online organizational chart accessible by managers, administrative staff, and HR professionals to look up employee and position information with control over access to the type and detail viewed according each user’s role and permissions granted.

Avue’s content database has job-specific content for 100% of the government-wide occupations - and the database supports an extensive variety of specialized occupations developed to meet the occupational diversity of our client agencies.

Avue provides an online method in which agency managers, HR staff, and subject matter experts can provide input on the applicability of Avue occupational content to ensure it meets all customer needs. Avue consults with the organization on-site to determine the degree of rules engine customization required to accommodate particular policy issues, and to tune the grading algorithms to comply with agency policy, prior appeal decisions, and unique pay and classification systems. Avue assists organization decision makers in understanding the near-term and long-range impact of policy changes, in terms of the human resource program and financial effects.

As a position management tool, the online desk audit function is used to validate the duties and responsibilities of a position from the perspective of both the employee and supervisor. The online desk audit solicits and documents information for verification of the duties and responsibilities of a position, as well as support occupational analysis, agency classification policies, and equity in compensation.

The online desk audit function is used to validate the duties and responsibilities of a position from the perspective of both the employee and supervisor. This supports agency efforts to design career ladders, establish new promotion patterns, assess workload distribution, determine whether to consolidate or decentralize activities, verify grade accuracy, validate work assignments to strategic goals, determine optimal position ratios, and other important functions.

Avue’s system facilitates the transition to new compensation systems, such as pay banding, from existing Title 5 structures. Multiple approaches to compensation (pay banding, market-based pay, pay for performance) can be accommodated within a single Department-wide contract, with variances in rules and processes down to the individual user, location, occupation, mission, or other variable.

Avue currently supports pay banding - a system that integrates a broad band classification system with a market-based or pay-for-performance system. Pay-banding classification systems define several job categories that group together job series describing similar work and merit similar pay levels in the external market place. Within each job category, there are multiple career levels identified that reflect increasing degrees of responsibility and complexity.

Avue also supports market-based compensation systems used to maintain comparability within a specific market or industry or within a specialized Federal government focus, such as financial regulatory agencies.

AOS in conjunction with the Performance Optimization Module, or POM, supports performance-based pay systems.

Through the agency configuration process, Avue defines the business rules, then builds a rules engine that generates the correct series, job category, career level and pay band for each position built.

AOS includes employee skill survey capabilities that allow the client organization to maintain a complete inventory of the skills in its employee base for mission deployments, employee development, succession planning, workforce forecasting, recruitment skills banks, and training needs assessment. The AOS database includes all occupations, work activities, certifications, training, education, work history, languages, security clearances, and other competency categories. The skills survey is included in the AOS database and application functionality and is updated along with all content database additions, modifications, customizations, and labor market adjustments.

AOS also includes employee self-service access to HR tools such as position description lookup, payroll and retirement look-ups, and personal profiles (e.g., name changes, address, emergency contact information, etc.).

AOS HIGHLIGHTS:

• All subject matter content, processing, policies, procedures, reporting, tracking, and real-time performance support required to effectively carry out an agency’s position management and classification programs.

• Occupational database includes all General Schedule, Federal Wage System, and other recognized classification categories (such as research, supervisory, and work leaders).
• AOS database contains all occupational series, job activities/duties, classification factor statements, classification values (such as grades or points), related competencies, skills survey instrument data, related data used by other Avue modules, skills and abilities, applicant questionnaires, interview questions, behaviorally-based interview benchmarks, performance elements and standards, and training and development activities.

• Support across the full spectrum of classification and position management program activities.

• Audit trail documents associated with each position that include evaluation statements and document history logs including user activities, position edits, and any applicable classification overrides.

• Complete employee skills inventory including:
  - Occupational history.
  - Specific job activities.
  - Special projects and collateral duties.
  - Education, including verification of accreditation of higher education institutions.
  - Certifications, licenses, and specialized training including dates, type, and recertification.
  - Security clearances
  - Passport clearances
  - Military service, including military occupational specialty
  - Non-compensated work experience
  - Languages, including oral, written, and listening proficiency
  - Overseas experience by country and sector

• Personnel Action Request workflow with 100% coverage of the SF-52 actions.

• Bi-directional payroll interface, built and maintained by Avue, to enable seamless transaction processing of personnel action requests, as well as real time reporting of relevant information.

• Users can see and engage in a self-service process with Avue and other employee service systems such as payroll look-ups tax and benefits administration, personal profiles (e.g., name changes, address, emergency contact information, etc.)

• Includes a position description (with factor statements of Factor Evaluation System or any other classification standard), evaluation statement, and performance plan. All position documents can be edited and edits are tracked and visible online.

• Customized rules engines for titling practices and series assignment.

• The ability to share positions with associated users.

• On-line desk audit.

• On-line employee skill surveys.

• PAR workflow.

• Bi-directional interface with payroll system.

• Configurable position documents that allow organizations flexibility in determining the manner, style, and content of position information in forms other than traditional position descriptions.

• Full documentation in the system-generated evaluation statement that includes appropriate factors, levels assigned to factors, system-generated classifications, any overrides by type, required override remarks, and referenced published classification standards.

• A complete position description cover sheet, including the OF-8 as well as any agency-specific customization.

• Reporting capability that allows users to build standard and ad hoc reports from an array of report fields including:
  - Organizational location (including subdivisions).
  - FLSA status.
  - Competitive level codes.
  - Bargaining unit status.
  - Geographic location.
  - Position classification elements - e.g., title, series, grade, pay plan.
  - Supervisors and managers.
  - Date established.
  - Career ladder

• Performance plans with elements tied to major duty areas, and standards automatically generated for plans distinguishing up to five levels of performance.

RECRUITMENT, RETENTION, & STAFFING MODULE (RRS)

The Recruitment, Retention, and Staffing Module (RRS) automates the processes involved in creating recruitment and staffing criteria necessary to evaluate applicants for the job. After the analysis is complete, this module automatically produces:

• Public notice vacancy announcement (USAJobs format).

• Job summary, short-form vacancy announcement for advertising.

• Email postings for outreach to Avue’s 1,400+ recruitment sites.

• Job analysis worksheet.

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• Applicant assessment questionnaire.
• Crediting plan.
• Behaviorally-based benchmarked interview guide.
• Online reference check or telephone reference script.
• USAJobs export file (XML or email versions).

RRS includes a complete range of services and support for the ultimate in effective agency recruitment including:
(a) custom branded recruitment sites;
(b) open-continuous recruitment of applicants to form large pools of available skills;
(c) support for all client recruitment events, including event-specific recruitment videos and design and graphics support for collateral; and
(d) support for recruitment source effectiveness analysis.

• RRS provides for electronic recruitment job posting on-line application, rating, ranking and referral of candidates. Approved positions are posted to over 1,400 .org and .edu recruitment sites simultaneously. The system builds a custom job application based on the specific requirements of the position that applicants will complete online and submit for rating and ranking.

• RRS reviews all applications and produces a list of highly qualified applicants for the hiring manager. Business logic engines automatically adjust the lists based on regulatory requirements and union rules to take into consideration special priorities such as veteran’s preference, eligibility requirements and priority placement programs.

• RRS also allows applicants to define their interest so that they are automatically informed, by email, when positions are posted that match their profile.

• RRS maintains a centralized database of applicant information that can be easily queried to retrieve applications of candidates with previously determined skill sets and competencies for open positions. In addition, each staffing action is electronically archived to provide an historical record of all applicant transactions.

• RRS produces all required reports and archives all staffing cases and provides for ad hoc reporting using the Avue online reporting tool. OPM required Delegated Examining Unit (DEU) reports and EEOC MD-715 reports are generated automatically and in the required format for submission. RRS also utilizes a DEU Risk Mitigation Tool which warns HR specialists when actions they are taking could be considered regulatory violations. This tool also produces the DEU audit case file in conformance with current OPM DEU audit requirements.

• RRS supports the integration of diversity goals with each staffing action to assure management and HR decisions are tailored to increase diversity and achieve goals related to full representation.

• RRS is the ultimate in applicant relationship management, with automatic, customized, email notifications at every stage of the process, along with 24x7 applicant self-service tracking and status lookup online.

RRS MODULE HIGHLIGHTS:
• Support across the full spectrum of recruitment and staffing activities.
• Automatic complete DEU reporting, integration with FEORP requirements, applicant flow data, and cycle-time metrics and MD-715 reporting.
• As part of the subscription to the RRS Module, clients also receive:
  Custom-branded recruitment sites, including custom video.
  Open Continuous recruitment in which potential applicants respond to skills surveys and create a pool of immediately available candidates.
  Support for all client recruitment events, including event-specific recruitment videos as well as design and graphics support for collateral.
  Support for recruitment source effectiveness analysis.
  Employee Entry on Duty (EOD) processing.
  Organizational climate surveys. Agencies can set up climate or exit surveys to be triggered automatically. Data from the survey results can support strategies for attracting, developing and retaining diverse, satisfied, motivated employees.
  Exit interviews.
  Agency alumni program access and self-service. Managers and staffing specialists can search a database of agency alumni, based on a variety of elements, to seek qualified candidates for temporary, contractual or longer-term positions.

RRS FEATURE FUNCTIONALITY:
• Automatically determines whether candidate meets basic qualifications.
• Automatically rates and ranks candidates, including applying Veterans’ Preference and assessing and flagging applicants available through alternative hiring authorities.
• Automatic generation of referral list and notifications to managers that referral lists are available (online) for
candidate review, further assessment, and selection.
- Automatically verifies that academic degree was earned from accredited institution and flags applicants where accreditation is not found.
- Ability to automatically access over 1,400 .org and .edu recruitment sources specific to diversity, occupational and affinity groups.
- Automatically posts vacancies to USAJOBS using either the XML or email method.
- Automatically pulls applicant data from USAJOBS.
- Posts single use and open-continuous vacancy announcements
  - Allows single or open-continuous job postings with multiple locations and at multiple grades/series.
  - Applicants select location preferences, from a list or a map. Only applicants who have selected the locations appear on the referral list for that location.
  - Single job announcements covering multiple types of appointments and work schedules.
  - "Combined Internal External Announcement" which places a statement on the vacancy announcement that indicates the vacancy is a combined announcement and that applicants will be rated for all categories for which they are eligible. Referral lists are generated for each category (internal v. external) since different list rules apply.
- Career ladder announcements.
  - Multiple series and inter-multiproject or multi-disciplinary announcements.
  - The full range of Senior Executive, Senior Level, and other high level and "specialized" positions.
- Recruiter support, program management, prospect management, and event management.
- Survey of both applicants and managers to track satisfaction on each and every announcement
  - Report on applicant flow and diversity content of applicant pools using the Avue online reporting tool.
- Automatic generation of OPM required Delegated Examining Quarterly Workload Report
- Automatic generation of EEOC MD-715 reports
- Automatic applicant sorting based on the client's business rules and processes.
- Applicant status tracking. Including: contacted, interviewed, selected, accepted, declined location, declined salary, failed to reply, removed for qualifications determination, removed for suitability, and more.
- Communicates with applicants via email and mail/merge hard copy notices throughout the process, as well as 24/7 applicant ability to look up status
- Email notifications to applicants to update applications and indicate continued availability and/or interest on Open Continuous announcements (the default update request is every 60 days) and automatic updates to the

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applicant pool based on the applicant's response.
- Applicant self-service tracking and status lookup online.
- Warning notices delivered by email 72 hours before an announcement closes, to applicants who have started but not completed applying.
- Varied applicant assessment and referral list generation processes that are tailored to the specific need of the Department/Agency.
- Referral lists can be ranked using a variety of methods including in score or alphabetical order, in categories according to category ranking procedures, or in random order.
- Applicant lookup for users with authorization and system permissions. This enables an authorized user to lookup any applicant by typing in the applicant's name. All vacancies for which the applicant has applied are then displayed, along with the applicant's status (e.g., applied, basically qualified, interviewed, etc.). Avue' uses this to help manage name requests and special recruitment activities.
- Online, ad hoc, reporting of all activity at every step or event in the HR process including, for example, metrics related to hiring cycle time, service delivery performance, and applicant flow data.
- Automatic reporting on progress toward the OPM 45-Day Hiring cycle.
- Ability to copy and re-use prior vacancy announcements.
- Tracking and reporting on recruiting sources effectiveness including applicant flow from specific sources and tracking applicants from certain sources such as paid advertising and job fairs.
- Online ranking or interview panel support including invitations to participate on the "vacancy team" and online, and upon request onsite, support recording assessment scores and comments and scoring online during the session.
- In those situations where applications must be printed, Avue' provides a printable "book" of the applications in .pdf format, complete with a table of contents, tabs for each applicant, and subsections for each application's primary components. Any documents the applicant attaches are also included.
- Unlimited email notifications to applicants and managers
- Online administration of written tests and the addition of any traditional paper and pencil test based on client request. Tests are administered via Internet access anywhere the applicant is located, provided a client-authorized individual is at that site and can verify the identity of the test taker.
- Automatically produced interview guides, complete with benchmarks, suitable for a structured, behaviorally-based interview.
- Comprehensive online skills surveys (database included as part of AOS) and use of skills surveys for the development of large, open-continuous, applicant pools.
The Recruitment, Retention and Staffing Assessment Module (RRS-A) works in conjunction with the RRS module and offers substantially enhanced capabilities for assessing job applicants and promotion candidates. 

- RRS-A allows agencies to track applicants through all phases of the candidate assessment process, including processes involving multiple concurrent phases while maintaining constant visibility on all candidates. 
- RRS-A monitors candidate successes and failures and can pull candidates immediately, from all processes, in the event of a failure. 
- RRS-A allows organizations to sequence individual steps in a process so that the least expensive but highest failure rate steps are advanced, and constantly monitors pass/fail rates on each step to improve the process for both reduced cycle time and reduced costs. For example, credit checks and drug tests can be placed ahead of medical exams or interviews to save on costs and eliminate candidates early rather than later in the process where costs increase. 
- RRS-A electronically notifies applicants of their status or pass/fail points at various trigger points set by the organization and any rights to appeal or reapply. 
- RRS-A has a scheduling feature that allows applicants to self-schedule and also monitors candidate scheduling for such activities as medical exams - prompting candidates with reminders should they fail to schedule or complete such exams. After a series of prompts, if the candidates do not act, they can be notified they are dropped from consideration. Scheduled events are automatically exported to personal calendars such as Microsoft Outlook™. 
- RRS-A facilitates additional assessments such as background/security checks, drug testing, physical/medical exams, cognitive testing, physical agility tests, psychological assessments, and candidate interviewing. 
- RRS-A provides the foundation for Avue’s unique capabilities. 

Avue maintains co-marketing relationships with various third party firms to provide an “end to end” solution for those clients that wish to outsource the entire process of background and physical/medical/psychological evaluations. Any actual supplemental evaluation services offered are separately priced.

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Backchk™ Express process that enables a "voucher ring" process to get employees on board and working under interim security clearances pending completion of full clearance reviews.

- RRS-A works together with actual supplemental services which may be performed by the customer or third party providers. In each case, Avue™ serves as a single communications hub for collecting and disseminating information, appointment scheduling, results reporting, and operational metrics. This allows applicants to apply for a number of jobs from a single Avue™ profile without re-entering redundant information, and repeating unnecessary background/medical assessments. Applicants also use their Avue™ account to schedule any required drug testing and physical/medical assessments at locations nationwide. Service providers, in turn, access Avue™ to retrieve only the information necessary to complete their assessment and to input status and results. 
- RRS-A provides program managers with complete real-time visibility on each applicant's status and progress through supplemental assessment processes, and identifies where bottlenecks or inefficiencies are elongating cycle time. 
- RRS-A tracks background investigation results and maintains information so disqualified candidates are not considered in the future and those that are determined to be qualified can be "fast-tracked" for hire ahead of those involved in more elaborate investigations. 
- RRS-A includes an applicant self-scheduling feature for such activities as medical exams. IT prompts candidates with reminders should they fail to schedule and complete such exams. After a series of prompts, if the candidates do not act, they can be notified they are dropped from consideration. Scheduled events are automatically exported to personal calendars such as Microsoft Outlook™. 

Performance Optimization Module (POM) 

The Performance Optimization Module (POM) manages the entire end-to-end performance assessment process, from plan creation to final rating of record. 

- POM supports efforts to align individual 

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the manager. As goals cascade down into individual position performance plans, they are tracked to provide roll-up reporting.

- POM provides enriched reporting as links to the employee and the employee’s position automatically add information into the Avue™ database in areas such as activity-based costing and interim reporting on go achievement.
- POM also tracks specific project milestones and/or assigned performance feedback dates, and notifies both employees and managers of deadlines.

Employees are each provided a “performance portfolio” which allows each individual to add notes, comments, work samples, and other information to assist the manager in using documented performance information for the appraisal process. Managers, and approving officials, contribute to the portfolio directly and can review all information provided by employees. Information added to the portfolio can include attachments (an unlimited number) of various types, including scanned documents, common desktop application documents such as Microsoft Office™ documents, pictures, wave files, and video clips. When viewed, attachments open in a pop-up box, for quick viewing and return to the appraisal process.

POM provides, in addition to employee and manager contributions, an online method of automatically requesting performance feedback from various parties as well as performance data provided via interfaced systems (i.e., customer survey, time and attendance, financial, and project management systems). Using the automatic feedback request system prompts key users to provide input as well - from customers, to peers, to special project leads, etc. POM can be used to support 360° feedback systems as well as more traditional top-down or bottom-up appraisals. At the time the plan is created, managers can indicate, by business unit or individual, the type and frequency of such feedback as desired. POM includes measurement methods that allow for various forms of performance feedback, from quantitative measures to behavioral assessments.

POM tracks appraisals, automatically routing the appraisals to appropriate parties according to the client’s performance management process. As an example, this would include securing affirmations from approving officials prior to discussing ratings with employees. Appraisals are tracked and manager automatically reminded by POM when appraisals are due and reminders when appraisals are past due. Approving officials can also see how subordinate managers are doing in completing appraisals and recommendations for awards or compensation adjustments. Program managers in HR can similarly track and monitor appraisal completion rates.

POM supports performance awards and recognition including salary increases and bonuses, and provides, via the personnel action request workflow, the proper routing and execution of award and compensation decisions including those requiring a formal personnel (Federal SF-52) action or other payroll transaction. Calculators are provided to help managers determine payouts and the effects of payouts in defined/budgeted award pools. POM also includes a diagnostic tool for managers dealing with below satisfactory levels of performance and automatically generates a model Performance Improvement Plan (or PIP) which conforms to regulation and best practices as defined in case law.

Performance deficiencies are evaluated and improvement plans generated to provide employees with specific skill- and knowledge-building activities and training to bring performance levels to full proficiency.

POM HIGHLIGHTS:

- Strategic goals are linked to organizational units and then cascade down into individual position performance objectives.
- Provides the ability for supervisors to assess performance in terms of tangible performance objectives and behavioral performance measures, organizationally- or user-defined, to support any performance management or appraisal model.
- Managers receive a “gap analysis” which allows them to see, prior to the appraisal discussion, where their perceptions of employee performance may be different from that of the employee.
- Automatic and ad hoc generation of reports for upper management or approving officials that help track business unit performance and compare unit performance to organizational goals, operating plans, and objectives.
- A fully digital performance appraisal process where appraisals are tracked, performance deficiencies are evaluated, and improvement plans generated by the module.
- Online coaching, performance support tools, content lookup, situation analysis and decision support for all users, with individual access controlled as to the information displayed and functionality available to each.
- Integrated workflow and approval tracking with real-time metrics analysis.

POM MODULE COACHING CONTENT INCLUDES:

- Understanding the link between performance, compensation, money and motivation.
- Planning and appraising performance.
- Assessing employees for promotion readiness.
- Encouraging employee development using upward mobility opportunities and other programs.
- Optimizing performance through coaching, mentoring, training and rewarding employees.
• Managing the performance of remote employees.
• Responding to performance issues with probationary employees.
• Building effective teams.
• Fostering an empowered work environment.
• Discussing poor performance.
• Documenting performance problems.
• Applying effective interpersonal skills.
• Taking performance-based actions.
• Understanding employee rights and responsibilities.
• Initiating an opportunity period.
• Developing a Performance Improvement Plan.
• Using alternative conflict resolution techniques.

POM FEATURE FUNCTIONALITY:
• Access and retrieval of content from Avue's database on specific subjects, including performance management, rewards and recognition, compensation analysis, mentoring, promotion readiness, and team development.
• Diagnostic tools to assess problems.
• An authoring tool that allows managers and employees to continuously add to and refine a performance portfolio.
• Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.
• Employee performance tracking, management and archiving.
  • A view that permits employees to see their own performance documents and provide performance-related input.
  • Automatic notifications, via email and website, regarding deadlines, milestones, progress, required submissions and notifications, priorities, and similar elements.
  • Documents appropriate to the subject matter including forms, letters, and notifications.
  • Complete archiving including status logs of performance-related activities by date and user.
  • Digital user authentication for forms, letters, and notifications.
• Unlimited capability to attach virtually any electronic "document" to an employee file (including WordTM, WordPerfect™, .PDF, .wav files and other electronic media) which is retrieved in its original format as part of the casefile and archive.
• Integration with payroll and other data to view prior year performance, promotion patterns, training received and other performance-related information.

ORGANIZATIONAL FORECASTING MODULE (OFM)

The Organizational Forecasting Module (OFM) assists line managers and staff professionals in analyzing the organization, employee demographics, competency/skill mix, payroll expenditures, and other workforce profiles to determine trends, identify labor market effects, conduct scenario planning, determine bench strength for succession planning, quantify the costs of organizational activities, and forecast the structure and needs of the organization in future years. OFM provides:

• Total payroll cost information for the current and projected organization and links to Avue position data and available time and attendance data to determine the costs of organizational activities, as in activity-based costing.
• Assistance in defining actions managers should consider based on forecasted trends, while helping managers engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
• Analysis of scenarios and forecasting the impact of various organization configurations, based on their structures and position designs. Through the application of workforce behavior profiles, OFM projects key events, then models the resulting impacts on people, the organization's costs, and the manager's proposed interventions. This includes factoring in retirements, attrition, cycle time to fill positions, training costs, training capacity, and similar factors. Cost projections are provided across multiple years.
• OFM utilizes workforce behavior profiles to project key events across multiple years and the resulting impact on people, the organization's costs, and the manager's overall plans. This includes projecting retirements, attrition, cycle time to fill positions, typical length of service, and similar factors. These profiles identify key events that will require managerial intervention, such as when to begin recruiting, discussion of promotions, or conversion of contract employees to permanent.
• OFM provides the manager with digital advisory services along with notification of the event.
• OFM provides detailed information on succession planning by business unit utilizing the skills and capabilities represented by the employees, using Avue's online skills survey inventory within that unit, employees in the organization overall, and job requirements presented by the positions defined within the unit either currently or on a projected basis.
• OFM allows line managers and staff professionals access to both top-level and specific information regarding current skills and the projection of skills needs in the near future. Workforce behavioral profiles, including retirement and promotion patterns for the organization, identify key skill requirements and the currently available internal talent meeting such requirements.
• OFM graphically represents the potential bench strength for each individual position and can list employees that meet projected future requirements and the degree to
which the employee matches the position's requirements or the current incumbent's skills inventory.

- Employee development activities, designed to build bench strength, can be identified for each employee and are compiled by the ELM module into individual employee development plans.

**OFM HIGHLIGHTS:**

- Desktop access to integrated, organizational and employee data, taken from payroll, personnel, time and attendance, and financial systems.
- Projections that reflect workforce changes as employees are hired, separated, and promoted.
- The ability to project costs and strength levels based on current employment, hiring history, attrition rates, anticipated retirements and other factors that affect the workforce.
- Succession planning analysis, development, plan authoring, and results reporting.
- Graphical representation of the potential bench strength for each individual position as well as lists of employees that meet projected future requirements.
- Individual employee development activities, designed to build bench strength, ensuring that there are highly qualified people in all positions, not just today, but tomorrow, and in the future.

**OFM FEATURE FUNCTIONALITY:**

- Labor expense projections for the current workforce and alternative workforce levels.
- Modeling tools to assess the impact of various interventions on hiring, retention and organizational capacity.
- Analytic tools to compare resources with requirements and organizational capacity with organizational demand.
- Graphic and tabular display of costs, headcount, trends and gaps.
- Ability to import historical data for modeling.
- Reports on the impact of forecasting scenarios.
- Online guidance including frequently asked questions, succession planning strategies.
- Business and strategy plans development with goals and objectives.
- Diagnostic tools for analysis.
- Trend and statistical analysis.
- Succession planning reports with analysis of current and required skills.
- A model that recommends development experiences in which critical competencies are strengthened and demonstrated through measurable achievements.
- Tools that measure critical leadership and job-related competencies used for self-assessments.
- Support for the selection of those who have records of achievement required for middle and executive level positions.

**ORGANIZATIONAL OPTIMIZATION MODULE (QOM)**

The Organizational Optimization Module (OOM) provides a central resource for team assembly, deployment, coordination, and performance feedback. This module enables an organization to orchestrate its response to sudden, emerging or changing situations and special needs circumstances such as taskforces, special projects, or interdisciplinary teams. The Avue workflow system insures that appropriate individuals are notified automatically when such events will trigger so proper follow up can occur and completes any necessary formal personnel actions or payroll transactions. OOM employs a multi-disciplinary approach that links critical skills and coordinates the project team.

OOM provides an inventory of key information for all employees and other relevant members of the organization's extended enterprise such as contractors, including:

- Detailed skills and competencies.
- Residential geographic location and assigned official duty station.
- Availability including type of availability (e.g., full-time, part-time, or as a consultant).
- Contact information including email addresses for electronic outreach.
- Security clearance type and status.
- Travel clearance and passport confirmation.
- Specialties and any certifications or specialized training received.
- Personal preferences for type of employment and travel.
- Other availability and skill information.
- Emergency contact information management and tracking and reporting in during emergency events.

By utilizing either direct tracking or bidirectional feeds from the organization's other systems, QOM can concurrently display the characteristics of physical assets such as supply levels, inventory, condition, location, and other relevant information. Assets assigned to individuals, such as purchase cards, personal protective equipment, and others can be tracked with the individual and automatic notification to return such assets or automatic termination of access such as to computer systems or purchase cards, can be set based on the individual's status, assignment duration, termination of the assignment, and other similar variables. The Avue workflow system insures that appropriate individuals are notified automatically when such events will trigger so proper follow up can occur and completes any necessary formal personnel actions or payroll transactions.

In addition, QOM provides the organizational capability for incident and status reporting that ensures that everyone who

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is involved in a particular situation is automatically provided with all necessary information and the ability to take action.

- OOM also tracks specific project milestones and assigned performance feedback dates.
- OOM automatically initiates and solicits employee/team member feedback to collect information from the organization's employees, contractors, or other third parties about how project and performance objectives are being met.
- OOM tracks performance by "rolling up" achievements and suboptimal outcomes from individual and team performance ratings into a consolidated organizational view. Outcomes are tracked, and where necessary, skill, training, and performance deficiencies are evaluated.
- OOM generates improvement plans automatically to provide management with specific skill-and knowledge-building activities and training to bring performance level to full proficiency.

OOM HIGHLIGHTS:
- Maintenance of a complete inventory of the skills, certifications, clearances, availability, preferences, education, and other pertinent information on the individuals within your workforce, regardless of whether these characteristics relate to the individual's current position or to prior positions.
- Matching workforce assets with near-term or emergency needs and situations, and special needs circumstances such as taskforces, special projects, or interdisciplinary teams, notifying prospective candidates of opportunities for reassignment, details and projects.
- Setting up contingency teams to shorten staffing response times and improve operations.
- Providing agency-wide organizational chart form to provide visibility on workforce assets, current locations, current supervisory structure, and other important characteristics, such as years of service, and competencies by individual and by business unit.
- Assistance in defining actions managers should consider based on forecasted trends, while helping managers engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
- Track workforce location and status during an emergency event that prompts evacuation or similar circumstances.

QOM FEATURE FUNCTIONALITY:
- Desktop access to integrated, organizational and employee data, taken from payroll, personnel and budget systems and merged with Avue data.
- Analytic tools to compare resources with requirements and organizational capacity with demand.

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- Graphic and tabular display of costs, headcount, and gap analyses and constant monitoring provided via the Avue Command Center™.
- Determination of organizational readiness to take on new missions by comparing current workforce skills with those required for a new or changed mission.
- Identification of the most effective strategy for responding to changes in mission by analyzing skill information, training capacity, and workforce availability, hiring trends and labor market data.
- Suggestions on whether to reassign, retrain, or hire the skills required.
- Monitoring progress toward goals by tracking organizational changes to positions, staff, and individual performance.

SALARY MANAGEMENT MODULE (SMM)

The Salary Management Module (SMM) provides guidance to managers about budget, payroll expenditures, authorized positions, incumbency of positions, likely near-term budget scenarios, and forecasted actions affecting salary and payroll (e.g., performance awards, promotions due, cost of living increases, retirements, etc.).

- SMM depicts the manager's business unit in organizational chart form and helps to assess the unit against commonly accepted or desired organizational metrics (e.g., supervisor-to-employee ratios, journey vs. trainee ratios, average grades, average tenure, etc.).
- SMM helps define actions each manager should consider based on forecasted trends, and helps managers to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.
- SMM provides expert content concerning compensation flexibilities, various compensation systems including Title V, Title 38, Title 42, broad banding, Senior Executive Service, Special Salary Rates, and best practices in compensation including pay banding and performance- and market-based pay. This includes situation-specific advice and guidance designed to assist managers in day-to-day decision-making about performance, recruitment, retention and other bonuses.

SMM HIGHLIGHTS:
- Line managers and staff professionals can analyze various scenarios and forecast the total payroll costs of various organization configurations, based on their structure and position design.
- Through the application of workforce behavior profiles, the module projects key events and models
the resulting impacts on people, the organization's costs, and the manager's proposed interventions. This includes projecting retirements, attrition, cycle time to fill positions, typical length of service, and similar factors. These profiles identify key events that will require managerial intervention (e.g., begin recruiting, discuss promotions, convert temporary employees to permanent) and provides the manager with digital advisory services along with notification of the event. Cost projections are provided across multiple years.

- Guidance to managers about budget, payroll expenditures, authorized positions, incumbency of positions, likely near-term budget scenarios, and forecasted actions affecting salary and payroll (e.g., promotions, within-grade-increases due, cost of living allowance increases, retirements, and other projections about the manager’s current workforce).
- Manager's business unit is shown in organizational chart form and can be assessed against commonly accepted or desired organizational metrics, helping the manager engage more proactively to reduce cycle time between workforce events and corrective, supplemental, or replenishment actions.

SMM MODULE CONTENT:
SMM provides expert content concerning compensation flexibilities, various compensation systems including Title V, Title 38, Title 42, broad banding, Senior Executive Service, Special Salary Rates, and best practices in compensation including pay banding and performance- and market-based pay.

SMM FEATURE FUNCTIONALITY:
- SMM tracks various metrics to determine the need for special salary rate provisions, balance for purposes of internal equity, reports about the use and effectiveness of compensation flexibilities, and other similar management reporting.
- Desktop access to integrated, organizational and employee compensation data, taken from payroll, personnel and budget systems.
- Projections of labor expenses in current and future fiscal years.
- Projections reflecting the impact on the workforce and the budget as employees are hired, separated, promoted or have their pay adjusted, providing users with the ability to compare cost differences between organizations (both real and modeled) that differ in number of employees, position design or both.
- Graphic and tabular display of employee compensation pay period by pay period throughout the fiscal year.

The Enterprise Learning Management Module (ELM) provides a comprehensive, enterprise class, learning management system for employee development. ELM covers the full end-to-end process of developing internal talent and assuring visibility on both individual and organizational development priorities, activities, and accomplishments. ELM includes a wide variety of functions from the more transactional, such as processing a request for training, to the more strategic, such as incorporating training needs assessments with mission priorities and succession planning activities. ELM includes:

- Links to Learning sites.
- Support for classic training program management activities such as enrollment, budgeting, charge-backs, attendance, evaluation, classroom logistics, instructor performance, and tracking.
- Training source and instructor effectiveness assessments.
- Training return on investment analytics.
- Identification of developmental activities, other than classroom or online training, for specific positions, career tracks, job classification, specialties, and/or employee skill levels.
- Competency assessments, both self-service for employees and manager assessments, which can be linked to performance appraisals via the POM module.
- Career ladder definition and development as well as ongoing assessments as to on-board competency levels and goals for attainment.
- Promotion readiness of individual employees via competency assessments and other behaviorally-based readiness factors.
- Management development including management and tracking of mandatory managerial training requirements.
- Classroom/instructor logistics management.
- ELM utilizes the AOS skills survey instrument that allows clients to examine the workforce and provide for skills/competencies management, assessment, reporting, and analytics.
- Certification and mandatory training (such as safety and supervisory training) tracking, monitoring, automatic enrollment, and reporting.
- Training effectiveness assessments of various types.

This module enables employees to request their own training opportunities and track their progress as they develop competencies key to their position. Employees attending training are solicited at periodic intervals for feedback concerning training effectiveness to provide for a longitudinal view of the effect of training on actual job performance.

For managers, ELM provides global tracking of their...
workforce’s skill sets and developmental needs. Managers can approve employee requests, track the progress of employees, view employee promotion or advancement readiness, and correlate developmental activities to job performance (via the POM module). ELM allows managers to view the skills of employees across their business unit and determine broader organizational training needs. ELM provides budgetary data and reports to track expenditures during the year and provides other reports about instructor or course effectiveness, employee interests, attendance rates, and other metrics. With ELM, managers can also assess bench strength and compare employees’ current skills to their desired career objectives. Managers are provided with coaching content regarding training and employee development issues including various options about the development of competencies.

ELM HIGHLIGHTS:

• Instant information on position-specific training opportunities, competencies core to the organization’s needs and other data employees can use to plan their individual development.
• Online training registration, course listing and certification of skills.
• Global tracking of the workforce's skill sets and developmental needs
• Budgetary data and reports to track expenditures.
• Coaching content on employee development strategies beyond traditional classroom training, such as details, transfers, interagency details, private-public exchange programs, and other personnel flexibilities.
• Vendor selection, contract management, and payment, site (classroom) management, scheduling, logistics management, demographic data, and training management reports.
• Course objectives, correlations to competencies or positions, descriptions, instructor credentials, advertising media, and other activities associated with the development and advertising of courses.
• Instructor information, metrics, and scheduling.

ELM FEATURE FUNCTIONALITY

• Employee Training. ELM provides employee self-service training opportunities, including examining developmental activities appropriate to their positions, career interests or career ladder, and ability to track and monitor their own progress.

• Coaching Content. Managers are provided with coaching content regarding training and employee development issues; This includes digital collaboration, e-learning, activity-based developmental opportunities. Other personnel flexibilities are also included, such as details, transfers, interagency details, private-public exchange programs, and other mechanisms designed to develop skills enrollment support including validation, approval, enrollment, notifications, schedule changes, confirmations, and course evaluations.

• Learning Support. With a link to AOS and POM, ELM can automatically determine, by virtue of the number of positions, organizations, and people, what competencies are necessary for the organization to provide learning support. Further needs assessment can be accomplished by accessing various reports of employee self-nominations, manager nominations, approved development plans, and initiating online surveys of employees and managers. Surveys can be initiated at any time, allowing the staff professional opportunities to reach the workforce when new needs or issues arise.

• Course Development. Course objectives, correlations to competencies or positions, descriptions, instructor credentials, advertising media, and other activities associated with the development and advertising of courses are performed online in ELM. Instructors, subject-matter experts, industry experts, and others outside the training organization can contribute their thoughts, critique, and analysis to the process as well. Once the course is adequately described and summarized, ELM electronically posts it to your ELM website for access by employees and managers.

• Instructor Information and Metrics and Scheduling. ELM tracks all aspects of instructor performance, costs, reliability, availability, biographies or CVs, personal profiles and preferences, general equipment requirements, and other similar data to provide the easiest method of identifying instructors and scheduling sessions. ELM also utilizes email to inquire about interests, availability, billing, confirmation, and other information. Instructors, whether within the agency or outside, have their own personal account and can look up information or submit requests, invoices, payment queries, or other information directly to ELM.

• Management Tracking Tools. Managers can see employee requests, initiate and approve employee nominations, track the progress of employees, view employees’ promotion or advancement readiness, and correlate developmental activities to job performance. Managers can also view the skills of employees across their business unit and determine broader organizational training needs, as well as other reports about instructor or course effectiveness, employee interests, attendance rates and other metrics.

• Finances. Budgetary data and reports are provided to track expenditures during the year. Other financial support
includes:

Vendor selection and contract management, site (classroom) management, scheduling, logistics management, demographic data, and training management reports.

Information on vendor payments, chargeback data, accounts receivable and billing data.

Summary financial and budget data, tracks costs, projects available funding for the fiscal period, and highlights where costs have been outside the norm.

EMPLOYEE BENEFITS AND RETIREMENT MODULE (EBRM)

The Avue Employee Benefits and Retirement Module (EBRM) is a solution specifically developed for the Federal sector. For employees, EBRM provides comprehensive retirement and benefits information and processing. For the staff professional, EBRM provides a comprehensive set of tools and professional support for use across the spectrum of Federal benefits and retirements counseling and processing.

EBRM HIGHLIGHTS:

Real Time Benefits Statement

The real-time benefits statement component of EBRM provides each employee with a personalized statement of their benefits, including up to date information about:

• Current and Projected Retirement Benefits
• Life Insurance (FEGLI) Benefits
• Health Insurance (FEHB) Benefits
• TSP Projections/ Annuities
• Social Security Benefits
• Disability & Death Benefits
• FERS Annuity Supplement

Calculators

EBRM includes a number of estimators and calculators to enable employees to perform “what-if” scenarios concerning their retirement benefits manipulating, for example, factors such as retirement annuity, high-3 average salary, TSP annuity, TSP projected account balance, and severance pay.

Transactions

Through EBRM, the employee can perform all open season and non-open season transactions for FEHB, FEGLI, and TSP. The employee has the ability to make any of the transactions that may be available, as well as stop pending transactions prior to the effective date. The employee receives the completed corresponding Standard Form (SF) as a receipt for the transaction.

Retirement Information and Processing

EBRM supports the agency staff professional with online tool to assist in providing retirement counseling and processing functions ranging from responding to employee inquiries, to retirement estimate preparation (including various complex estimates), employee counseling on retirement options, eligibility determinations, completion of deposits/redeposits, military deposits, disability retirements, death-in-service, and special cases, FEHB, FEGLI, TSP, Social Security and Medicare. EBRM has a “profile centric” design. From the employee’s profile (e.g., name, date of birth, and retirement coverage) staff professionals can use any of the numerous tools to quickly calculate retirement estimates, compute service computation dates, create average salaries, and accomplish many other tasks. Because EBRM includes all relevant data, there is no need for manual data entry with respect to the employee’s profile.

Any estimates or reports that are generated in EBRM can be published directly to the employee’s account. The system also enables employees to make specific requests regarding retirement and benefits directly to the benefits counselor.

Information Library

For staff professionals, EBRM contains comprehensive reference library of information relating to Federal benefits, covering CSRS, CSRS Offset, FERS, FEHB, FEGLI, TSP, and Social Security topics. This library is organized by topic area and can also be searched by keywords.

Forms

EBRM can produce all forms required for retirement, FEHB, FEGLI, and TSP.

EBRM FEATURE FUNCTIONALITY

• Real-time benefits statements provide each employee with a personalized statement of their benefits

• Employee can perform all open season and non-open season transactions for FEHB, FEGLI, and TSP. The employee has the ability to make any of the transactions that may be available, as well as stop pending transactions prior to the effective date.
• Full and Part-Time Retirement Annuity Estimates
  - Optional
  - Involuntary/Early
  - Deferred
  - Disability
  - Survivor Benefits
    - Special Groups (Law Enforcement Officers, Firefighters and Air Traffic Controllers)

• Other Retirement Computations
  - Deposits/Redeposits
  - FERS Annuity Supplement
  - Post-1956 Military Service Deposits
  - Part-Time Service Proration Factors
    - AFA
    - Retirement Coverage Determination
  - Severance Pay
    - Lump-sum Annual Leave Payment

• Service Computation Dates
  - Leave/RIF SCD
  - TSP SCD
  - Retirement SCD

• Social Security Estimates
  - Old-Age Benefits
  - Amount of CSRS Offset
  - Windfall Elimination Penalty (WEP)

• Average Salary Computations
  - High-3 Salary
  - Breaks in Service
    - Less Than 3-Year Period
    - Part-Time Employment
    - Reemployed Annuitants
    - Excess LWOP

• TSP Tools
  - Single/Joint Life Annuities
  - Installment Payments
  - Loan Calculator

EBRM MODULE CONTENT COVERAGE:

• Basic agency employment information concerning pay, benefits, employee rights and responsibilities.

• Basic eligibility provisions under both the Civil Service Retirement System (CSRS) and the Federal Employees Retirement System (FERS) for all retirement options.

• Making deposits and re-deposits for counting service for which retirement deductions were not made.

• Creditable civilian and military service for retirement purposes.

• Insurances (FEHB, FELGI, LTC, FSA, etc)

• Annual and Sick Leave

• How age and service requirements for Voluntary Early Retirement Authority differ from the requirements to retire optionally.

• How retirement benefits are computed - including understanding and identifying the factors/formulas that affect annuity computations for early, voluntary, deferred retirements (including VSIP).

• Advantages and disadvantages in deciding whether or not to retire early

• Consequences of not electing survivor benefits at time of retirement

• How severance pay is computed including age adjustments

• Continuance of health and life insurance after separation/retirement, including requirements to continue FEHB for family member and how Temporary Continuance of Coverage and Conversion work.

• Eligibility for Social Security benefits and how a federal pension may affect them.

• How Medicare coordinates with Federal health benefits, which insurance will be primary and which will be secondary.

• Options that exist to receive monies in the employee’s TSP account, including the tax consequences of withdrawing money from TSP.

• Eligibility and applying for Unemployment Compensation.

• Financial planning and how to plan, including
  - Tax implications of IRAs and investment options
  - Spending and estimating expense
  - Living wills and durable power of attorney
  - Estate planning and trusts and their impact on the family
  - Practical skills for managing life and career adjustments

Avue maintains a co-marketing relationship with Government Retirements & Benefits (GRB), the leading provider of Federal retirement counseling, to provide individual retirement seminars and counseling for those clients that wish to outsource these tasks. GRB’s supplemental retirement services are separately priced.

MANAGEMENT-EMPLOYEE RELATIONS MODULE (MER)

The Management-Employee Relations Module (MER) is a manager-centric module that is designed to assist supervisors and managers in navigating the myriad of workplace rules and requirements as they deal with day-to-day supervisory issues.

• MER provides educational and advisory content in a diverse array of subjects that range from disciplinary matters such as absenteeism to programs designed to enhance the workplace such as telecommuting.
• MER provides online coaching, diagnostic tools, organizational policy lookup, situation analysis, and decision support for all participants involved in directly managing the workforce, including senior executives, supervisors, mid-level managers, staff professionals, program managers and administrative support staff.

• MER provides case management and tracking should a situation progress beyond the initial phases. This includes a variety of tools to handle disciplinary actions including authoring tools to develop letters and other employee notifications, such as written reprimands, suspensions, and other, more formal, actions.

Avue workflow routes cases automatically so that management advisors can assist and track cases as well as prepare for more formal actions. The module contains information pertaining to:

• Compensation administration and benefits.
• Workplace rules.
• Taking disciplinary actions.
• Employee rights and responsibilities.
• Union rights and responsibilities.
• Special programs such as telecommuting and employee development.
• Rewards and recognition.
• Leadership and interpersonal skills.
• Team building and mentoring.
• Alternative dispute resolution and mediation.

This module also offers online guidance including organizational policy, union agreements, risk management strategies, and statutory and regulatory references.

MER MODULE HIGHLIGHTS:

• Integrated workflow, approvals, and tracking with real-time metrics analysis, reporting, work assignment, workload balancing and other case or grievance management activities for program managers.

• Disciplinary case processing, reporting, tracking, analysis and complete archiving that are fully documented and consistent.

• Statistical analysis applied to internal agency metrics and analytics to identify trends and analyze subject matter to determine training needs.

• Online coaching, diagnostic tools, organizational policy lookup, situation analysis, and decision support for all users; with individual access controlled as to the information displayed and functionality available.

• Individual "views" provided to each user based on their role in the process- establishing specific user permissions that can be uniquely assigned for individuals.

MER MODULE CONTENT COVERAGE:

• The full array of disciplinary types of actions with priority on the agency's top 10 conduct related issues.

• Anelectronic Douglas Factors assessment and analysis.

• Management, union, and employee rights and responsibilities, including dealing effectively with grievances and other union issues.

• Time and attendance, leave issues including AWOL, and absenteeism.

• Use and misuse of government property.

• Rewards and recognition.

• Benefits and entitlements.

• Uses for alternate dispute resolution and mediation.

• Mentoring and leadership effectiveness skills.

• Telecommuting and distance management.

• Team development.

• Communicating in difficult situations and effective interpersonal skills.

MER FEATURE FUNCTIONALITY:

• Diagnostic tools to assess problems and online guidance regarding next steps.

• Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.

• Case tracking, management, and archival.

• Automatic updates for all participants regarding the status of cases.

• Online guidance promoting a quality workplace.

• Manager self-assessment tools.

• Online support and tools for staff professionals.

• Case process maps with indicators for each phase or step in the process.

• Workload and staff resource reports providing feedback to HR, managers and directors about staff workload, metrics, performance factors, resource allocations, trend data, case results, longitudinal outcomes, causes, common factors, and other important information on case processing and management effectiveness.

• Documents appropriate to the subject matter including forms, letters and notifications.

• Electronic user authentication for forms, letters and notifications.

• Complete case archiving including status logs of case activities by date and user.

• Unlimited capability to attach virtually any electronic "document" to a case file (including Word™, WordPerfect™, .pdf, .wav files and other electronic media) which is attached and retrieved in its original format as part of the case file and archive.

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM & CASE MANAGEMENT MODULE (EEO)

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The Equal Employment Opportunity Module (EEO) provides practical guidance to management officials, union representatives, EEO practitioners, investigators, mediators, and employees to handle employee reporting, case intake, routing, workflow, counseling, investigation, adjudication, case management, tracking, and archival of EEO complaint cases at both the formal and informal stages. Specifically, the module includes:

- Information on EEO complaint issues and coverage of the complaint process.
- Basic provisions for employees.
- Complaint processing procedures and timeframes.
- Alternative dispute resolution processes.
- Determination of complaint coverage and timeliness.
- Best practices in claims management as well as the reports and forms that are required throughout the process.
- Recommendations on next step actions to assist supervisors to deal fairly with an employee who has submitted a complaint, and to create an environment where the employee can be effective and feel comfortable.
- Tools for collateral duty EEO counselors and investigators.
- Digital case processing and management with online forms and links all parties involved.

In addition to complaint tracking and processing the EEO module includes coverage for all program management activities in the EEO program area. These include tools for managing the affirmative action and FEORP programs including:

- Authoring tools for affirmative employment plan and policy statement development.
- Statistical analysis tools for under-representation determinations.
- Adverse impact analysis tools that link to the RRS Module.
- EEOC report generation including the MD-715, No FEAR, and Form 462 Reports.
- Analytical tools to examine trends and determine program priorities.
- Outreach and recruitment event management and team deployment.
- Tools for Special Emphasis Program Managers (SEPM) and other collateral duty EEO team members.
- Online ad hoc report generation and custom report creation services.
- Complete integration with the RRS Module for applicant flow reporting and trend analysis.

EEO MODULE HIGHLIGHTS:

- Affirmative Employment Plan and Federal Equal Employment Opportunity Plan analysis, development, plan authoring, and results reporting.
- EEO complaint case processing, reporting, tracking, analysis, and complete archiving.
- Metrics and statistical analysis applied to required reports, such as MD-715 (including applicant flow tracking and reporting through the Avue RRS Module), No FEAR, EEOC Form 462, internal agency metrics, adverse impact analysis, agency-specific complaint settlement or consent decree requirements, etc.
- Online coaching, performance support tools, content lookup, situation analysis, and decision support for all users; with control of individual access to information and functionality.
- Integrated workflow and approval tracking with real-time metrics analysis, reporting, work assignment, workload balancing, and other complaint management activities for program managers.

EEO MODULE CONTENT COVERAGE:

- Civil rights overview and civil rights as they affect public sector employment issues.
- Affirmative action requirements.
- Workforce diversity issues.
- Preventive measures to help ensure a discrimination-free workplace.
- Management, employee, counselor, mediator, and agency roles, rights, and responsibilities.
- Requirements for federal contractors and recipients of federal grants, services, or other benefits.
- Understanding of discrimination as it affects delivery of service to citizens.
- Understanding the legal basis of discrimination claims.
- Understanding and dealing with forms of discrimination.
- Understanding sexual harassment issues, prevention, and policies.
- Trends in discrimination complaint and litigation activity.
- EEO complaint procedures (complaint processing and timeframes).
- Basic EEO complaint provisions for Federal employees.
- Rights of the responsible official in the EEO complaint process.
- The alternative dispute resolution processes.
- Determination of complaint coverage and timeliness.
- Best practices in managing claims and dealing with all parties involved.
- Actions for supervisors in managing an employee who has submitted a complaint to ensure an environment where complainants can be effective and free of reprisal.
- Suggested EEO critical performance standards for supervisors and managers.
- Suggested activities for managers to demonstrate support of civil rights and promote a discrimination and
ICM CONTENT COVERAGE:

• The Federal Employees Compensation Act (FECA) for traumatic and non-traumatic injuries.
• Basic eligibility provisions for federal employees.
• Initiation and processing of a timely claim.
• Acceptable methods to bring an employee back to work.
• Reports and forms required throughout the process.
• Next step actions to assist a supervisor to deal fairly with an employee who has been injured on-the-job and actions to create an environment where the employee can return to work as quickly as possible.
• Assessments of an employee’s situation with recommended actions that fit the employee’s unique circumstance and that offer the highest probability of a return to work.

ICM FEATURE FUNCTIONALITY:

• Access and retrieval of content from Avue’s content database on specific subjects in the areas of case processing, return to work, labor relations, position modification, and more.
• Diagnostic tools to assess problems.
• Online guidance including organizational policy, union agreements, applicable risk management strategies, problem solving options and approaches, and statutory and regulatory references.
• Case tracking, management, and archival.
• Case process maps with indicators for each phase or step in the process.
• Automatic updates for all participants regarding the status of cases.
• A limited view that permits employees filing claims access to a status log about their case, information about the process involved, content related to the subject appropriate for employees, and an online inquiry process.
• Online guidance promoting a safe workplace.
• Manager self-assessment tools.
• Online support and tools for staff professionals.
• Workload and staff resource reports providing feedback to HR and OWCP managers and directors about their staff workload, metrics, performance factors, resource allocations, trend data, case results, longitudinal outcomes, causes, common factors, and other important information of case processing and management effectiveness.
• Automatic notifications, via email and website lookup, regarding deadlines, milestones, progress, required submissions and notifications, over-standard cases, priorities, and other similar elements.
• Documents appropriate to the subject matter including forms, letters, and notifications.
• Complete case archiving including status logs of case activities by date and user.
• Electronic user authentication for forms, letters and
notifications.
- Unlimited capability to attach virtually any electronic "document" to a case file (including Word™, WordPerfect™, PDF, .wav files and other electronic media) which is attached and retrieved in its original format as part of the case file and archive.

AVUETIME AND ATTENDANCE MODULE (ATA)

The Avue Time & Attendance (ATA) Module is a complete and cost-effective time and attendance solution that helps large enterprises ensure compliance while dramatically reducing costs and generating significant increases in employee productivity. It is the only workforce management solution that can automate 100% of pay rules and centralize zero-to-gross pay functionality for even the most complex enterprises. In addition, it offers the most advanced time and attendance functionality available on the market, with sophisticated features including retroactive adjustments, labor and production metrics, real-time rules processing, and as with all Avue modules, the ability to configure the application to meet customer-specific requirements.

Avue Time and Attendance includes flexible timesheet options for capturing and calculating salaried and non-salaried employee pay, employee profile management, and employee, team and payroll consoles to quickly approve timesheets and manage exceptions, and labor and productivity costing enabling better decision-making.

ATA maintains an attendance history by employee and provides reports and notifications of violations based on an organization's settings. It also incorporates an unlimited number of warning periods, thresholds, and attendance groups while and maintaining detailed histories.

ATA also includes complete leave management functionality that enables an organization to manage and track leave requested by employees. It provides out-of-the-box capability to support the leave management process, yet is flexible enough to accommodate any number of variations of leave policies required by an organization. By setting up entitlement policies for employees, leave balances are automatically incremented based on company-specific leave rules. Approved leave is tracked by the system to ensure employees are not available to be scheduled.

ATA is part of the Avue Digital Services platform which can scale to an unlimited number of concurrent users. It includes sophisticated rules and workflow processing and security.

Payroll Interface - Through the Avue Operating System (AOS), ATA allows for the exchange of time and attendance data with an organization's payroll software system for payroll calculation.

ATA HIGHLIGHTS FOR TIME AND ATTENDANCE

Reduces Gross Payroll Costs
- Reduces overtime expenses
- Improves accuracy of timetracking
- Reduces pay errors and retroactive adjustments
- Decreases overstaffing

Reduces Payroll Management Costs
- Automates most payroll administrative tasks
- Automates complex pay rate calculations
- Moves payroll FTEs to more value-added work

Improves Employee and Supervisor Productivity
- Drastically reduces supervisor time spent on administrative tasks
- Increases the time available to do productive work
- Automates frequent business processes such as vacation requests, FMLA forms, etc.
- Reduces labor grievances
- Employees directly access frequently used workplace information and processes through an easy-to-use interface. They can view balances, personal profiles, pay history, and request leaves. Administrative processes are streamlined and valuable manager and supervisor time is focused on workforce performance to increase productivity and improve employee satisfaction.

Enhance Visibility and Control
- All ATA clients also receive the Avue Command Center Online Reporting and Decision Support Module (ACC). Through ACC, ATA clients have a state of the art, 100% web-based solution that provides strategic insight into key workforce performance indicators with at-a-glance dashboards and advanced reporting. ACC delivers immediate value for users with predefined role and specific launch pads. Integration with Avue Time and Attendance provides transparency into hours worked, overtime, and labor costs to improve decision-making. Managers can spot and understand attendance and labor cost trends with meaningful visuals.

Improves Decision-Making
• Provides accurate and current labor costing data
• Provides full audit trail of data

ATA FEATURE FUNCTIONALITY FOR TIME AND ATTENDANCE

• Track labor with a choice of daily or weekly timesheets
• View and approve employee time with the Supervisor Approval Worksheet
• Manage employee profiles
• Employee, Team and Payroll consoles for quick access to key functionality and information
• Completely automates retroactive adjustments without need for historical edits
• Provides labor costing and reporting of time to the GL for work orders, projects, cost centers, and job codes
• Supports 100% rule automation and real-time rule processing
• Provides full audit tracking and reporting
• Edit multiple employee timesheets at a time with Mass Edits
• Pre-defined integration with other Avue modules including Workforce Scheduling, and Organizational Optimization through competencies for enhanced optimization.

ATA HIGHLIGHTS FOR LEAVE MANAGEMENT

• Eliminates "lost time" by ensuring fair and equitable administration of employee leave across the organization
• Increases operational efficiency
• Eliminates manual tracking of employee leave accrued and used
• Automates leave request and manager approval
• Improve employee satisfaction through online access to leave requests and up-to-the-minute accrual and balance information

ATA FEATURE FUNCTIONALITY FOR LEAVE MANAGEMENT

Flexible and automated leave management
• Automates process for submitting, processing and approving employee leave requests
• Tracks any type of leave balance including vacation, pre-paid vacation, FMLA, and sick
• Entitlements awarded based on leave rules
• Leave policies can be defined and associated with different groups of employees
• Automates entitlements
  • Ensures employees accrue the correct type and amount of leave and any other kind of accrual

• Accruals are grouped logically into employee entitlement policies Automates balance management
• Track balance information in real-time, including accrued and approved/used leave
• Enforces minimum and maximum balance thresholds
• Supports an unlimited number of leave balances
• View cascading balance as a primary balance is consumed
  • Integrates easily with balance information stored in HR or payroll systems

AVUE WORKFORCE SCHEDULING MODULE (AWS)

Avue Workforce Scheduling (AWS) automates schedule management for organizations with teams of employees who perform shift work. It reduces the time a manager needs to spend ensuring schedules are filled with qualified employees based on the demands for the day. AWS uses ‘bumping’ to automatically fill schedules with employees based on their shift patterns, job qualifications or employee rankings. In addition, AWS assists managers in performing other daily staffing requirements including booking employees off, finding replacements to meet qualification and overtime rules and performing mass changes quickly and easily.

AWS is seamlessly integrated with Avue Time and Attendance (ATA), ensuring that all time scheduled can be easily tracked against actual employee time.

AWS HIGHLIGHTS

Accelerates the scheduling process
• Eliminates manual production of schedules
• Automatically ensures that the best person is scheduled according to union rules, job qualifications, and availability

Improves Productivity
• Enables managers to make staff changes quickly according to changing demand
• Ensures employees with the right skills are scheduled

Ensures union and regulatory compliance
• Ensures compliance with labor laws or union rules and avoids disputes
• Ensures that only qualified employees are working

AWS FEATURE FUNCTIONALITY

Define Staffing Requirements
• Staffing requirements can be defined by team or area. Templates can be used to take advantage of...
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re-use of staffing requirements due to seasonality/ events/ etc.

Automatically fill the schedule
- Reconciles labor requirements with employee availability and scheduled absences.

Bumping algorithm automatically places employees into jobs based on labor demands
- Placement uses configurable sorting criteria such as employee availability, qualifications, ranking, and seniority
- More complex bumping options are available such as cross-shift bumping which bumps employees from other shift pools to meet qualification criteria

Daily Staffing features
- Ability to book employees off and record reason code
- Use complex ‘bubble-bumping’ to re-shuffle employees into open positions that reflect importance of job as well as employee ranking
- Use ‘quick find’ pop-up to assist in finding employees to fill open positions based on overtime offered, accepted and refused and days worked
- Provides phone number and ability to enter comment for employee being called in
- Ability to perform mass changes to the schedule
- Schedule compliance can be used as an option to ensure no scheduling rules are being broken

PAYROLL AND TAX FILING

Avue is very flexible with regards to its clients’ payroll provider and the integration of payroll provider data with Avue. Integration with payroll is included in an Avue Operating System (AOS) module subscription, regardless of the payroll provider. As a result, each Avue customer may choose any of the Federal payroll processors (NFC, NBC, DFAS, GSA) or may choose to purchase its payroll and tax filing services from through Avue that are provided by a leading private sector payroll/tax filing company - Ceridian Corporation. This flexibility of the Avue platform enables each agency to achieve the benefits possible from the use of Avue without changing its payroll provider, or else to achieve the

FOR INFORMATIONAL PURPOSES ONLY pricing advantages of the Avue/Ceridian offering. Avue can work with the agency regardless of its selected approach. The principal benefits/negatives for each Agency will involve the age, performance and cost of its current payroll solution vs. the Ceridian solution available through Avue.

Avue Payroll Services Powered by: Ceridian Corporation (NYSE:CEN), headquartered in Minneapolis, Minnesota, with client support offices nationwide, brings over 75 years of experience in payroll & compensation services used by over 600 organizations, both public and private, as the second largest payroll provider in the United States. In addition, Ceridian offers EAP and work-life services to the more than 2.7 million members of the military and their family members stationed around the world.

A NOTE ON HRIS SYSTEMS AND FEDERAL "SYSTEM OF RECORD"

Avue® is a system of record in agencies in which it operates today, depending upon the module configuration to which the agency subscribes.

The Avue HRIS is integrated as part of the Avue platform and is not reliant on any other source for software functionality. Avue does not require any of the commonly known legacy ERP (enterprise resource planning) systems on the market today (e.g., PeopleSoft, Oracle HRIS, SAP, Lawson, etc.).

For agencies subscribing to Avue benefits administration, personnel action processing, and compensation management (AOS, EBRM, SMM, ATA, ACC) with or without Avue-provided payroll, Avue will be the complete system of record. However, Avue will continue to integrate with other systems such as payroll systems and public sector SSCs. Some of these payroll systems (as is the case with the National Business Center - Interior) mandate a certain data feed which also feeds a legacy HRIS layer.

As a result, Avue capable of standing alone as the HRIS system of record for an agency and feed HRIS data to subsequent third party systems such as CPDF. Where data is required to be exported to or extracted from subsequent systems, Avue is fully production ready to do that as well.

AVUE CROSSWALK TO HR LINE OF BUSINESS

Avue has been designated a private sector shared service center (SSC) under the HR Line of Business. Showing below are the areas covered by HRLoB and the Avue modules meeting each area.
## The Avue Platform's Coverage of HR LOB Primary Functions

<table>
<thead>
<tr>
<th>Module Name and Category</th>
<th>Acronym</th>
<th>Price Type</th>
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</thead>
<tbody>
<tr>
<td><strong>Modules in &quot;Core Services&quot;</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Avue Operating System (AOS/PMM)- Includes Position Management, Employee Skills Survey, Payroll System Interface, PAR Workflow</td>
<td>AOS</td>
<td>C</td>
</tr>
<tr>
<td>Salary Management</td>
<td>SMM</td>
<td>B</td>
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<tr>
<td>Employee Benefits and Retirement</td>
<td>EBRM</td>
<td>C</td>
</tr>
<tr>
<td>Avue Time and Attendance</td>
<td>ATA</td>
<td>C</td>
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<tr>
<td>Avue Workforce Scheduling</td>
<td>AWS</td>
<td>C</td>
</tr>
<tr>
<td>Avue Command Center&quot; on-line reporting and decision support</td>
<td>ACC</td>
<td>B</td>
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<tr>
<td>Payroll and Tax Filing (Public SSC or Ceridian)</td>
<td>Payroll</td>
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<td><strong>Modules in &quot;Non-Core Services&quot;</strong></td>
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<tr>
<td>Recruitment, Retention, and Staffing</td>
<td>RRS</td>
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<tr>
<td>RRS Assessment</td>
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<tr>
<td>Performance Optimization</td>
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<td>B</td>
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<td>Organizational Forecasting - includes succession planning and ACC</td>
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<td>Organizational Optimization</td>
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<tr>
<td>Enterprise Learning Management</td>
<td>ELM</td>
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<tr>
<td>Management-Employee Relations</td>
<td>MER</td>
<td>B</td>
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<tr>
<td>EEO Program and Case Management</td>
<td>EEO</td>
<td>B</td>
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<tr>
<td>Injury Compensation Program and Case Management</td>
<td>ICM</td>
<td>B</td>
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<tr>
<td>Third party interfaces</td>
<td>TPI</td>
<td>A (each)</td>
</tr>
<tr>
<td>Extended (Non-PAR) Workflow</td>
<td>EXW</td>
<td>B</td>
</tr>
</tbody>
</table>

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1.0 Avue’s Overall Responsibilities
Avue will be responsible for managing the Extranet Data Center, the ADS applications, and the connectivity of the Data Center to the Internet.

1.1 Avue Digital Services provides subscription access to various Avue Web-based expert system modules that provide application functionality and specialized content. Access to Avue Digital Services is offered via an "extranet" delivery mechanism that enables access to Avue Digital Services via a web browser.

1.3 Avue will provide Subscriber with Extranet access to the Subscribed ADS Modules. This includes the applications, databases, and services required to provide extranet access to these modules for the Covered User Community identified in Attachment 1.

1.4 Avue will perform database and application upgrades, as part of the Subscribed Services. The Subscribed Services include: (1) access to the Subscribed ADS Modules (including content databases) through an Avue-provided user interface for which a valid current subscription is in force; (2) All hardware, network, and support software required for the Data Center; (3) Physically secure Data Centers which secure Subscriber data and establishes for Avue’s Extranet Data Centers, processes required to ensure a stable and reliable service; (4) Configuration and testing of all computer components; and (5) Operations Support Service as described in more detail in this Attachment 3.

1.5 The Extranet Services are designed to deliver access to Subscribed ADS Modules, and, specifically the Subscribed Services, from a web browser. Avue will provide the services offered via the Extranet, and will be responsible for the operation of Extranet Data Centers and their connectivity to the Internet. The Internet will be the means of access for the Subscriber to connect to the extranet services. All network traffic between the browser and the Extranet Data Center will be fully authenticated and encrypted. Security will be provided through the use of authentication gateways, firewalls and encryption technologies.

2.0 Connectivity/Communications
Access to the Subscribed ADS Modules includes access via a web browser connected to a LAN, where the LAN is connected to the Internet, through Subscriber’s service provider(s).

3.0 Roles and Responsibilities:

3.1 Subscriber will be responsible for providing Internet access and a supported browser to the Subscriber’s users from the Subscriber’s work sites.
This browser must be supported by Avue Digital Services and it must also support a secure socket layer (SSL). Subscriber will specify to employees the required level of browser and the security requirements.

3.2 The Subscriber will be responsible for all network issues that are within the Subscriber’s LANs, WANs, or contracted ISP Services.

3.3 Avue will be responsible for all network issues within the Extranet Data Center, as well as the provision of sufficient bandwidth from the Data Center to the Internet for the purpose of transmitting and receiving ADS data in accordance with the terms of this Agreement.

3.4 Avue will be responsible for the provision of sufficient network capacity (bandwidth) for the Extranet Data Center to accommodate all Covered Community Subscriber users connecting to the Extranet Data Center.
3.5 Avue will provide, on an extended hour basis, call center support for users. In the event that the Avue call center determines that the user issue problem emanates from the Subscriber’s network environment, Subscriber’s technical staff will promptly work with Avue technical staff to resolve the issue.

3.6 Avue will be responsible for dealing with all problems that are related to the Extranet Data Center or the Center’s connectivity to the Internet.

3.7 Where the Subscriber has gone through a network problem determination process and cannot identify where the network problem is located, Avue will work with the Subscriber to identify who has responsibility for the resolution of the problem.

3.8 Avue will be responsible for monitoring network activity and availability from the Extranet Data Center to the Internet.

3.9 Avue will be responsible for reporting, to the Subscriber monthly, on the following network services:

- **Number of concurrent sessions**
- **Response time statistics** (between the Data Center and the Internet)
- **Internet connection utilization** for the Extranet Data Center
- **Service Availability Statistics**
- **File Transfer Volumes**

4.0 **Server Management**

4.1 Avue will be responsible for maintaining availability of the Subscribed ADS Modules. Subscriber authorized users with user ID and password assigned by the Subscriber. Subject to the provisions of Section 10, “Performance Standards” of the Subscription Agreement, availability will be 7x24 for 365 days per year except for maintenance and backup. An information notice on the next system availability time will be sent to users and available online during a system outage.

4.2 Avue will be responsible for the provision of sufficient server capacity for the Extranet Data Center to accommodate all Covered Community Subscriber users connecting to the Extranet Data Center.

4.3 Avue will be responsible for maintaining disk mirroring or RAIDS data sets.

4.4 Avue will be responsible for maintaining system redundancy:
   - Alternate network pathing within the Data Center and to the Internet;
   - Alternate connectivity paths to the disk storage units;
   - n+1 redundancy for power supplies within the database, application, Firewall and authentication servers;
   - Alternate electrical power supply via uninterrupted power supply (UPS) and generator facilities will be supplied in the event of a major power outage at the Data Centers.

4.5 Avue will be responsible for performing disk, CPU, and memory threshold monitoring, configurations, and tuning at the Data Centers.

4.6 Avue will be responsible for performing daily operational functions at the Data Centers.

5.0 **Software Management**

5.1 Avue will be responsible for the following Data Center functions:

5.1.1 Maintaining software version/release control for the development, test, and production ADS environments.

5.1.2 Providing software version testing and implementation processes and procedures.
5.1.3 Providing application and system level software release upgrades.

6.0 System Backup and Recovery

6.1 Avue will be responsible for providing an integrated backup strategy including daily, weekly, and monthly backups. Unless otherwise specified in the Subscription Agreement, the backup strategy will include the following backup schedules:
- Full system backups on a weekly basis
- Backup on a daily basis (any items changed since the last full backup)
- Full system off-site backups on a monthly basis

6.2 Avue will retain system backup media for the duration specified below:
- Daily backup media will be retained with the data for 21 days after the backup is performed. Backup media will be recycled after 21 days.
- Weekly backup media will be retained with the data for 10 weeks after the backup is performed. Backup media will be recycled after 10 weeks.
- Monthly backup media will be retained with the data for 12 months after the backup is performed. Backup media will be recycled after 12 months.
- Yearly backup media will be retained with the data for 3 years after the backup is performed.

6.3 Avue will store backup media off site for all daily, weekly, monthly, and yearly backups as per the above media-recycling schedule.

7. Automated Monitored Computer Environment

Avue will be responsible for performing

Computer Operations Environment monitoring on a 7 X 24 basis.

8.0 Security

8.1 Avue, in cooperation with Subscriber, will be responsible for issuing user IDs, passwords and application access permissions by user ID for the Subscriber's authorized users.

8.2 Avue will be responsible for ensuring that only secure (SSL) traffic is accepted through the SSL authentication server (within the Extranet Data Center).

8.3 Avue will be responsible for enforcing restricted access based on the user IDs, passwords, and permissions created and maintained by Avue in cooperation with Subscriber.

8.5 Physical security: Avue will be responsible for ensuring appropriate security controls and access to the Extranet Data Centers.

9.0 24 X 7 Emergency On-Call Service

9.1 Avue will be responsible for responding to and resolving, on a 7 x 24 hour basis, service outages.

9.2 Avue will be responsible for maintaining 7 x 24 hour coverage on all critical hardware components within the Data Center.

10.0 Change Management

10.1 Individualized, position-specific data modifications (e.g., editing of duty descriptions, KSA's, crediting plan criteria) are the responsibility of the Subscriber. The Subscriber may use ADS-provided editing functionality to edit and change position-specific content, as needed.

10.2 Avue will be responsible for administering changes to the content database. The Subscriber will be responsible for initiating and registering change requests and Avue
will respond to Subscriber change requests within two business days of receipt.

10.3 Avue will be responsible for notifying and obtaining Subscriber cooperation on any changes to the ADS environment (e.g. hardware upgrades, operating system upgrades, Oracle release changes, etc.) that will potentially impact the Subscriber’s environment.

11.0 Call Center

11.1 Avue will be responsible for maintaining a centralized telephone support service to receive, log, track and escalate all Extranet Data Center related problems for the ADS environment on a 24 x 7 x 365 basis.

12.0 Archiving

12.1 In addition to the transmission to other Subscriber or third party systems of Client Data and Government Data (each as defined in Section 5 of the MSA) through an authorized interface, at such time as the Subscriber’s subscription to ADS ends for any reason, for a period of at least five (5) years and at no additional charge, Avue is responsible for maintaining, and providing Subscriber with online read-only access to, all of the archived documents associated with the Subscribed ADS Modules. Such read-only access shall include the ability to print the archival document, provided that the use of any such printed document shall remain subject to the provisions of Sections 5 and 14 of the MSA. For the Avue Operating System and the RRS Module, the archive maintained shall consist of all of the following documentation: (a) all position classification related documents, including position description, performance plan, evaluation statement, and job analysis worksheet; and (b) all documents necessary to: audit and reconstruct staffing actions, including vacancy announcement, questionnaire, candidate review actions, applications, referral lists, and audited certificate. For the Performance Optimization Module (POM), the archive maintained shall consist of all of the following documentation: all position descriptions, performance plans, and performance documentation including appraisals and all documentation used to support such appraisals including that submitted by employees, managers, approving officials or other individuals providing input to be considered in such appraisals.

12.2 Avue Archive documents will be provided in a read-only image format of either HTML or PDF. Archive documents will contain the following notice:

"WARNING - The rights to data contained in this archive are subject to the governing provisions of the contract under which it is produced, including the Avue Digital Services - Master Subscription Agreement."

13.0 Data and Database Administration

13.1 Avue is responsible for the integrity of the data associated with the Subscribed ADS Modules.

13.2 Avue is responsible for the management of the database instances for development, test, and production.

13.3 The Subscriber is responsible for the creation of data input standards to achieve data consistency for the Subscriber's use in searching and analysis. The Subscriber will be responsible for the corrections to the data where data standards have not been applied (for example, vacancy announcement numbers, position description numbers, geographic location designations, organizational codes, and similar data fields).
13.4 Avue, in cooperation with the Subscriber, is responsible for the following:

- Establish and maintain agency profiles including user roles, agency hiring authorities and priorities, and agency referral list generation set-up.
- Administer role-defined access to product functions.
- Administer agency emails including list generation and administration, notification text editing, and event routing.

14.0 Technical Environment

14.1 Web Browsers: Access to the Subscribed ADS Modules will be provided for users, connected to the Internet utilizing a supported Web browser as approved by Avue. Notwithstanding the foregoing, Avue shall not be held responsible or liable for any errors or defects caused by or contained in any third-party Web browser.

14.2 Security: Security will be provided for Subscriber users, through the use of authentication servers, Firewalls, encryption technologies, and directory services. Encryption and authentication will be provided utilizing Secure Socket Layer (SSL).
Everbridge, Inc.
GSA Approved End User License Agreement

This End User License Agreement ("Agreement") is entered into by and between Everbridge, Inc. ("Everbridge") and an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time ("Customer"), effective on the date of signature by an authorized signatory on the Quote or other ordering document ("Effective Date"). Everbridge and Customer are each hereinafter sometimes referred to as a "Party" and collectively, the "Parties."

1. SERVICE.

1.1 Orders. Everbridge shall provide Customer access to its proprietary interactive communication solutions (the "Solutions") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote (the "Quote"). If applicable, Everbridge shall provide the training and professional services set forth in the Quote. Collectively, the Solutions and professional services are referred to as the "Services." Everbridge shall provide Customer with login and password information for each User (as defined below) and will configure the Solution to contact the maximum number of Contacts (as defined below) or Users, as applicable depending on the Solutions ordered. Unless otherwise provided in the applicable Quote or documentation, Services are purchased as annual subscriptions.

1.2 Users; Contacts. "Users" are individuals who are authorized by Client from time to time to use the Solutions for the purposes of sending notifications, configuring templates, reporting or managing data, serving as system administrators, or performing similar functions, and who have been supplied user identifications and passwords by Client. Users may include employees and contractors of Customer or an Included Department. "Included Department" means any enterprise department, office, agency, or other entity that receives a majority of its funding from the same general or enterprise fund, as applicable, as the Customer. "Contacts" are individuals who Customer contacts through the Solutions and/or who provides their personal contact information to Everbridge, including through an opt-in portal. If applicable to the particular Solution, the number of Users and/or Contacts that may be authorized by Customer is set forth on the Quote.

2. PAYMENT TERMS. Customer shall pay the fees set forth in the Quote ("Pricing"). All pricing must be consistent with the Schedule Price List. If Customer exceeds the usage levels specified in the Quote, then Everbridge may invoice Customer for any overages at rates consistent with the Schedule Price list. Professional Services must be used within 12 months from date of purchase.

3. RESPONSIBILITIES.

3.1 Users. Customer shall undergo the initial setup and training as set forth in the Implementation – Standard inclusion sheet provided with the Quote. The Implementation sheet provides a detailed list of the services included as part of the implementation purchased and the corresponding timelines. Customer shall be responsible for: (i) ensuring that Users maintain the confidentiality of all User login and password information; (ii) ensuring that Users use the Services in accordance with all applicable laws and regulations, including those relating to use of personal information; (iii) any breach of the terms of this Agreement by any User; and (iv) all communications by Users using the Solutions. Customer shall promptly notify Everbridge if it becomes aware of any User action or omission that would constitute a breach or violation of this Agreement.

3.2 Customer Data. "Customer Data" is all electronic data transmitted to Everbridge in connection with the use of the Solutions, including data submitted by Contacts. Customer Data provided by Customer shall be true, accurate, current and complete, and shall be in a form and format specified by Everbridge. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer represents that it has the right to authorize and hereby does authorize Everbridge and its "Service Providers" to collect, store and process Customer Data subject to the terms of this Agreement. "Service Providers" shall mean communications carriers, data centers, collocation and hosting services providers, and content and data management providers that Everbridge uses in providing the Solutions. Customer shall maintain a copy of all Customer Contact data that it provides to Everbridge. Customer acknowledges that the Solutions are a passive conduit for the transmission of Customer Data and Everbridge shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Customer Data, or for any losses, damages, claims, suits or other actions arising out of or in connection with any Customer Data sent, accessed, posted or otherwise transmitted via the Solutions.

4. TERM. This Agreement will commence on the Effective Date and will continue in full force and effect until all executed Quotes have terminated.

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. [Intentionally Deleted]

5.2 Termination by Everbridge. [Intentionally Deleted]

5.3 Suspension. Everbridge may suspend, with or without notice, the Solution or any portion for (i) emergency network repairs, threats to, or actual breach of network security; or (ii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension, Everbridge shall use its best efforts to notify Customer through its Customer Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Everbridge hereby grants to Customer, during the term of this Agreement, a non-exclusive, non-transferable, non-sublicensable right to use the Solutions subject to the terms and conditions of this Agreement. Upon termination of this Agreement for any reason, the foregoing license shall terminate automatically and Customer shall discontinue all further use of the Solutions.

6.2 Restrictions. Customer shall use the Solutions solely for its internal business purposes and shall not make the Solutions available to, or use the Solutions for the benefit of, any third party except as expressly contemplated by this Agreement.
Customer shall not: (i) copy, modify, reverse engineer, de-
compile, disassemble or otherwise attempt to discover or
replicate the computer source code and object code provided or
used by Everbridge in connection with delivery of the Solutions
(the “Software”) or create derivative works based on the
Software, the Solutions or any portion thereof; (ii) merge any of
the foregoing with any third party software or services; (iii) use
any Everbridge Confidential Information to create a product that
competes with the Software; (iv) remove, obscure or alter any
proprietary notices or labels on the Software or any portion of the
Solutions; (v) create internet “links” to or from the Solutions, or
“frame” or “mirror” any content forming part of the Solutions, other
than on Customer’s own intranets for its own internal business
purposes; (vi) use, post, transmit or introduce any device,
software or routine (including viruses, worms or other harmful
code) which interferes or attempts to interfere with the operation
of the Solutions; (vii) use the Solutions in violation of any
applicable law or regulation; or (viii) access the Solutions for
purposes of monitoring Solutions availability, performance or
functionality, or for any other benchmarking or competitive
purposes.

6.3 Reservation of Rights. Other than as expressly set
forth in this Agreement, Everbridge grants to Customer no license
or other rights in or to the Solutions, the Software or any other
proprietary technology, material or information made available to
Customer through the Solutions or otherwise in connection with
this Agreement (collectively, the “Everbridge Technology”), and
all such rights are hereby expressly reserved. Everbridge (or its
licensors where applicable) owns all rights, title and interest in
and to the Solutions, the Software and any Everbridge Technology,
and all patent, copyright, trade secret and other
intellectual property rights (“IP Rights”) therein, as well as (i) all
feedback and other information (except for the Customer Data)
provided to Everbridge by Users, Customer and Contacts, and (ii)
all transactional, performance, derivative data and metadata
generated in connection with the Solutions.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, “Confidential Information” means all information of a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably
should be understood to be confidential given the nature of the
information and the circumstances of disclosure. Confidential Information includes without limitation, any personally identifiable
Customer Data, all Everbridge Technology, and either Party’s
business and marketing plans, technology and technical
information, product designs, reports and business processes.
Confidential Information shall not include any information that:
(i) is or becomes generally known to the public without breach of
any obligation owed to the Disclosing Party; (ii) was known to the
Receiving Party prior to its disclosure by the Disclosing Party
without breach of any obligation owed to the Disclosing Party;
(iii) was independently developed by the Receiving Party without
breach of any obligation owed to the Disclosing Party; or (iv) is
received from a third party without breach of any obligation owed
to the Disclosing Party. The Receiving Party shall not disclose
use any Confidential Information of the Disclosing Party for any
purpose other than performance or enforcement of this
Agreement without the Disclosing Party’s prior written consent,
unless (but only to the extent) otherwise required by a
governmental authority. The Receiving Party shall not disclose
any Confidential Information of the Disclosing Party except: (i) to
the personnel of the Receiving Party or its parent, subsidiary or
affiliate organizations having a need to know; or (ii) to the
personnel of the Receiving Party’s consultants and service
providers having a need to know, and only then if such
consultants and service providers are bound by confidentiality
and non-disclosure commitments substantially similar to those
contained herein. Each Party agrees to protect the Confidential
Information of the other Party with the same level of care that it
uses to protect its own confidential information, but in no event
less than a reasonable level of care.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall use
commercially reasonable efforts to provide the Services herein
contemplated. To the extent professional services are provided,
Everbridge shall perform them in a professional manner
consistent with industry standards.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS
LICENSORS WARRANT THAT THE SOLUTION WILL
OPERATE ERROR FREE OR WITHOUT INTERRUPTION.
WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL
EVERBRIDGE HAVE ANY LIABILITY TO CUSTOMER,
USERS, CONTACTS OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY
DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO
DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER
CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF
EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY
OF SUCH DAMAGE. THIS AGREEMENT DOES NOT LIMIT
OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN
THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-
4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE
U.S. GOVERNMENT RESERVES ALL RIGHTS AND
REMEDIES UNDER THE CONTRACT, THE FEDERAL
ACQUISITION REGULATIONS, AND THE CONTRACT

8.3 Customer Representations and Warranties.
Customer represents and warrants that during use of the
Solutions, Customer shall (i) clearly and conspicuously notify
Contacts of the way in which their personal information shall be
used, and (ii) have primary safety and emergency response procedures
including, without limitation, notifying 911 or equivalent fire,
police, emergency medical and public health officials (collectively,
“First Responders”). Customer acknowledges and agrees that Everbridge is not a First
Responder, and that the Solutions does not serve as a substitute
for Customer’s own emergency response plan, which in the
event of an actual or potential imminent threat to person or
property, shall include contacting a First Responder prior to
using the Solutions. Customer represents and warrants that all
notifications sent through the Solutions shall be sent by
authorized Users, and that the collection, storage and
processing of Customer Data, and the use of the Solutions, as
provided in this Agreement, will at all times comply with (x)
Customer’s own policies regarding privacy and protection of
personal information; and (y) all applicable laws and regulations,
including those related to processing, storage, use, disclosure,
security, protection and handling of Customer Data.

9. INDEMNIFICATION.

9.1 By Customer. [Intentionally Deleted]

9.2 By Everbridge. Everbridge shall indemnify and hold
Customer harmless from and against any Claim against
Customer, but only to the extent it is based on a Claim that the
Solution directly infringes an issued patent or other IP Right in a
country in which the Solution is provided to Customer. In the event Everbridge believes any Everbridge Technology is, or is likely to be the subject of an infringement claim, Everbridge shall have the option, at its own expense, to: (i) to procure for Customer the right to continue using the Solution; (ii) replace same with a non-infringing service; (iii) modify such Solution so that it becomes non-infringing; or (iv) refund any fees paid to Everbridge and terminate this Agreement without further liability.

Everbridge shall have no liability for any Claim arising out of (w) Customer Data or other Customer supplied content, (x) use of the Solution in combination with other products, equipment, software or data not supplied by Everbridge, (y) any use, reproduction, or distribution of any release of the Solution other than the most current release made available to Customer, or (z) any modification of the Solution by any person other than Everbridge.

93 Indemnification Process. Customer shall (a) promptly give notice of the Claim to Everbridge once the Claim is known; (b) cooperate with Everbridge’s efforts to defend and settle the Claim; and (c) provide Everbridge with all available information and reasonable assistance in connection with the defense of the Claim.

10. LIMITATION OF LIABILITY. Except for breaches of Section 6, neither Party shall have any liability to the other Party for any loss of use, interruption of business, lost profits, costs of substitute services, or for any other indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge’s aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts actually paid by Customer to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. Customer understands and agrees that these liability limits reflect the allocation of risk between the Parties and are essential elements of the basis of the bargain, the absence of which would require substantially different economic terms. This clause shall not impair the U.S. Government’s right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute. Furthermore, this clause shall not impair nor prejudice the U.S. Government’s right to express remedies provided in the schedule contract (i.e. Price Reductions, Patent Indemnification, Liability for Injury or Damage, Price Adjustment, Failure to Provide Accurate Information).

11. MISCELLANEOUS.

11.1 Non-Solicitation. As additional protection for Everbridge’s proprietary information, for so long as this Agreement remains in effect, and for one year thereafter, Customer agrees that it shall not, directly or indirectly, solicit, hire or attempt to solicit any employees of Everbridge; provided, that a general solicitation to the public for employment is not prohibited under this section.

11.2 Force Majeure; Limitations. See GSA Schedule 70 contract and individual ordering document.

11.3 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted and the remaining provisions shall continue in full force and effect.

11.4 Assignment. Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned (including an assignment by operation of law), or otherwise transferred, in whole or in part, by Customer, and any such attempted assignment shall be void and of no effect without the advance written consent of Everbridge, which shall not be unreasonably withheld.

11.5 Governing Law. This Agreement shall be governed and construed in accordance with the federal laws of the United States of America.

11.6 Notices. Either party may give notice at any time by any of the following: letter delivered by (i) nationally recognized overnight delivery service; (ii) first class postage prepaid mail; or (iii) certified or registered mail, (certified and first class mail deemed given following 2 business days after mailing) to the other party at the address set forth below. Either Party may change its address by giving notice as provided herein. Invoices shall be sent to the Customer’s contact and address following Customer’s signature below.

11.7 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.8 Entire Agreement. [Intentionally Deleted]

11.9 Marketing. Everbridge shall obtain Customer’s express written consent in order to reference Customer’s name and logo as an Everbridge customer in Everbridge publications, its website, and other marketing materials.

11.10 Survival. Sections 2, 3.2, 5.2, 6, 7, 9-11 and the applicable provisions of Exhibit A shall survive the expiration or earlier termination of this Agreement.

11.11 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute one original document. A facsimile transmission or copy of the original shall be as effective and enforceable as the original.

11.12 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.13 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.
EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described in the Customer’s Quote.

If Client Is Ordering Nixle® Branded Products or Community Engagement:

1. Client grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications Client sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, “Public Communications”), (b) use and display Client’s trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on Client’s website in order to drive Contact opt-in registrations.

If Client Is Ordering Everbridge Branded Products:

1. Data Feeds. Notwithstanding anything to the contrary in this Agreement, to the extent that Customer has purchased or accesses Data Feeds, the sole and exclusive remedy for any failure, defect, or inability to access such Data Feed shall be to terminate the Data Feed with no further payments due. No refunds shall be granted with respect to such Data Feed. In addition, such feeds are provided solely on an “AS IS” and “AS AVAILABLE” basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. “Data Feed” means data content licensed or provided by third parties to Everbridge and supplied to Customer in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

2. Incident Management/IT Alerting. For Customers purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) Customers may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) Customer shall be provided the number of incident templates purchased pursuant to the Quote. “Incident Administrator” means an individual who is authorized by Client as an organizational administrator for the Incident Management or IT Alerting Solution. “Incident Operator” means an individual who is authorized by Client as an operator of the Incident Management or IT Alerting Solution.
EXHIBIT B
IPAWS-CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the purchase of IPAWS-CMAS/WEA services on the Quote.

1. **IPAWS Authorization:** Client represents and warrants to Everbridge that any employee, agents, or representatives of Client who access IPAWS-OPEN using Client’s credentials provided by FEMA (each, an “IPAWS User”), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and Client has executed an IPAWS Memorandum of Agreement (“MOA”) with FEMA. Client shall contact Everbridge immediately upon any change in Client or any IPAWS User’s right to access IPAWS-OPEN. Client shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate (“Digital Certificate”). Client acknowledges and agrees that Everbridge shall not have access to its credentials and that Client assumes full responsibility for maintaining the confidentiality of any credentials issued to it.

   1. **Credentials:** Client shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. Client authorizes and requests Everbridge to use the foregoing stored information to connect Client to IPAWS-OPEN.

   2. **Messaging:** Client acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to Client; and (iv) Client shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.

3. **Term:** Client acknowledges and agrees that access to IPAWS-OPEN shall be available once Client has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate.
END USER AGREEMENT – GSA CUSTOMER

This End User Agreement – GSA Customer (this “Agreement”) is entered into by and between Pure Storage, Inc. (“Pure”) and the authorized GSA Schedule contract user (“you” or “GSA Customer”).

1. EVALUATION ONLY PRODUCT TERMS.

1.1. General. If GSA GSA Customer has not yet purchased the Pure Storage Products (“Products”), but has obtained them for evaluation purposes (“Evaluation Products”), then the terms and conditions in this Section 1 shall apply and those in Section 2 do not apply. Reference Section 2 for the terms applicable to purchased Products.

1.2. Evaluation Product. Pure shall deliver the Evaluation Product to GSA Customer at the address agreed to by the parties in the applicable GSA Customer purchase orders. Risk of loss shall pass to GSA Customer upon delivery and GSA Customer shall have and maintain appropriate insurance to cover loss of or damage to the Product. Evaluation Products shall remain Pure’s sole and exclusive personal property and GSA Customer shall not encumber, sell or otherwise dispose of the Product without having received prior written authorization from Pure.

1.3. Evaluation License and Term. Subject to the terms and conditions of this Agreement (excluding its Section 2), Pure hereby provides GSA Customer the right to use the Product (including any software embedded therein) solely for the purposes of evaluating the performance and functionality of the Product and not for storage of production data. GSA Customer agrees to use and evaluate the Product in accordance with the Product documentation made available by Pure on-line and report on its operations to Pure, for the period of time specified by Pure in writing, or if no such period is specified then for thirty (30) days from the date of delivery to GSA Customer (the “Evaluation Term”).

1.4. Return of Evaluation Product. At the end of the Evaluation Term or upon earlier termination, if GSA Customer elects not to purchase the Product, then GSA Customer shall (i) promptly contact Pure regarding the return of the Product to obtain an RMA (Return Material Authorization) number, packaging instructions and shipping address; and (ii) promptly return the Product to Pure in accordance with Pure’s instructions. Products returned to Pure shall be in good condition, normal wear and tear excepted.

2. PURCHASED PRODUCTS TERMS.

2.1. General. If GSA Customer has submitted a purchase order for the Product, and such order has been accepted by Pure or its authorized reseller, then the Product will be a purchased Product and is subject to the terms and conditions of this Section 2 and those in Section 1 do not apply. If GSA Customer previously obtained the Product for evaluation and subsequently elected to purchase the Product, then the terms of Section 2 shall supersede those in Section 1, once GSA Customer’s purchase order has been accepted by Pure or its authorized reseller.

2.2. Purchased Product Delivery and Acceptance. Pure shall use its reasonable commercial efforts to ship the Product to the address requested. Title to Products (except Software as defined in Section 2.3) and risk of loss of the Products will pass upon delivery to GSA Customer, FOB Pure’s place of shipment.

2.3. Software License. Subject to the terms and conditions of this Agreement, together with the underlying GSA schedule contract, the schedule price list, and any applicable GSA Customer purchase orders, Pure grants to GSA Customer a nontransferable, nonexclusive, royalty-free, fully paid, revocable, worldwide license (without the right to sublicense) to use and execute the software provided with or incorporated in the Product (the “Software”), in executable object code format only, and solely to the extent necessary to operate the Product in accordance with the Product documentation made available by Pure on-line.

2.4. Termination of Software License. When the GSA Customer is an instrumentality of the U.S. Government, 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) or under the terms of the Federal Tort Claims Act, as applicable. During any dispute under the disputes clause, Pure shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Agreement, and comply with any decision of the Contracting Officer.

3. PRODUCT RESTRICTIONS AND TITLE.

3.1. Restrictions. GSA Customer agrees that it will not (i) reproduce, modify, distribute, publish, rent, lease, sublicense or assign, disclose, transfer or make available to any third party any portion of the Software (or any related documentation) in any form; (ii) reverse engineer, decompile, or disassemble any portion of the Software, or otherwise attempt to decrypt, extract or derive the source code for, or any algorithms embodied within, the Software (or any parts thereof); (iii) use the Product, including, but not limited to, running the Software, in order to build a similar or competitive product or service; (iv) transfer, copy or use the Software to or on any other product or device for any purpose; or (v) publish or disclose to any third party any performance or benchmark tests or analyses or other non-public information relating to the Product, the Software or the use thereof, except as may be authorized by Pure in writing. Any future release, update, or other addition to functionality of the Software made available by Pure to GSA Customer, shall be subject to these terms and conditions. The Software is copyrighted and protected by the laws of the United States. GSA Customer shall preserve and shall not remove any copyright or other proprietary notices in the Software, its documentation and all copies thereof.

3.2. Title to Software and Evaluation Products. Pure shall retain all right, title and interest in the Software and all intellectual property rights therein, including without limitation all patent, trademark, trade name and copyright, whether registered or not registered. For Evaluation Products
that are subject to Section 1, Pure retain all right, title and interest to the entire Product. No license or other express or implied rights of any kind are granted or conveyed except for the limited internal license expressly provided above. Any rights not expressly granted by Pure in this Agreement are reserved.

4. **Third Party Code.** Certain items of software code provided with the Product are subject to “open source” or “free software” licenses (“Third Party Code”), a list of which is available on Pure’s website. Such Third Party Code (for example, the Linux operating system) is opaquey embedded within the Product and is not directly accessable by, nor does it interface directly with, GSA Customer’s software or infrastructure, so as to avoid any open source licensing incompatibilities with GSA Customer’s intellectual property. Instead, each item of Third Party Code is licensed under the terms of the license that accompanies such Third Party Code. Nothing in this document limits GSA Customer’s rights under the applicable license.

5. **Pre-Release Software and Feedback.**

5.1. **Pre-Release Software.** Pure may periodically make available to GSA Customer a beta or other pre-release version of the Software (“Pre-Release Software”). Use of Pre-Release Software is subject to the terms of Section 1, if GSA Customer has an Evaluation Product, and Section 2, if GSA Customer has purchased the Product. Although Pure intends that the Pre-Release Software will be free of major errors, GSA Customer acknowledges that the Pre-Release Software (i) is not at the level of performance or compatibility of a final, generally available Software offering; (ii) may not operate correctly; and (iii) may be substantially modified prior to it being made commercially available as a Software release, GSA Customer further acknowledges that the Pre-Release Software is not to be used in a production environment or for production data. In consideration of obtaining access to and use of such Pre-Release Software, GSA Customer agrees to notify Pure of any and all problems relating to its use.

5.2. **Feedback.** Pure may periodically request that GSA Customer provide, and GSA Customer agrees to provide to Pure, feedback regarding the use, operation, performance, and functionality of the Products, Evaluation Products and Pre-Release Software (collectively, “Feedback”). Such Feedback will include information about operating results, known or suspected bugs, errors or compatibility problems and user-desired features. GSA Customer hereby grants to Pure a perpetual, irrevocable, worldwide, sublicensable, and royalty-free right to use and otherwise exploit the Feedback in any manner, and such right shall survive any expiration or termination of this Agreement. Pure shall not disclose GSA Customer’s name or the name of any GSA Customer employee to a third party in connection with any Feedback. The above with must be in compliance with The Federal Information Security Management Act of 2002 (“FISMA”, 44 U.S.C. § 3541, et seq.) Additionally, Pure may not use any data collected for any advertising purposes under any circumstances.

6. **Excluded Uses.** GSA Customer acknowledges that the Product is not designed or intended for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage (the “Excluded Uses”) and GSA Customer agrees not to use the Products in or for any such Excluded Uses.

7. **Product Warranty.**

7.1. **Purchased Product Warranty.** Products purchased by GSA Customer are warranted to perform in substantial accordance with the corresponding Pure documentation for a period of one (1) year from the date of shipment by Pure. Pure, at its option, either will repair or replace any defective Product which is returned to Pure at GSA Customer’s expense or will refund its purchase price. Replacement Products will continue to be warranted for the remainder of the applicable warranty term. Repair, replacement, or refund is the sole and exclusive remedy for breach of this warranty and Pure reserves the right for any replacement or repairs to consist, in whole or in part, of new components or refurbished components that are functionally indistinguishable from the original components. This warranty is extended to GSA Customer only and in no event to any other party. This warranty does not cover defects or damages resulting from: (i) use of Products other than in a normal and customary manner in accordance with Pure’s documentation; (ii) physical or electronic abuse or misuse, accident, or neglect; or (iii) alterations or repairs made to Products that are not authorized by Pure in writing.

7.2. **No Warranty or Maintenance and Support for Evaluation Products.** The warranty provided under Section 7.1 does not apply to Evaluation Products or Pre-Release Software. Pure provides Evaluation Products and Pre-Release Software for evaluation only on an “AS IS” basis, for use by GSA Customer at its own risk. Although Pure does not provide a warranty or maintenance and support for Evaluation Products or Pre-Release Software, GSA Customer should promptly notify Pure of any problems with an Evaluation Product or Pre-Release Software and Pure will use reasonable commercial efforts to assist GSA Customer in resolving such identified problems. GSA Customer agrees that any issues or bugs found in GSA Customer’s evaluation of Evaluation Products and Pre-Release Software are not guaranteed by Pure to be fixed.

7.3. **Stored Data.** Pure will use reasonable commercial efforts to erase all of the data contained in or stored on any Product that is returned to Pure for repair, whether or not under warranty, or at the end of the Evaluation Term, but GSA Customer acknowledges and agrees that Pure shall have no responsibility for any loss or disclosure of any data that is stored on a Product that is returned to Pure or Pure’s supplier as designated by the RMA process or pursuant to Section 2.4.

7.4. **Disclaimer.** The Warranty in Section 7.1 for Purchased Products is Given in Lieu of All Other WARRANTIES, EXPRESS OR IMPLIED, AND Pure HEREBY DISCLAIM ALL OTHER WARRANTIES RELATING TO THE PRODUCTS AND RELATED SERVICES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FORA
PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. PURE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, PURE AND ITS SUPPLIER’S PROVIDES THE PRODUCTS (INCLUDING ANY SOFTWARE) ON AN “AS IS” BASIS.

8. MAINTENANCE AND SUPPORT. During the term for which GSA Customer has ordered and paid for maintenance and support, Pure or its designated supporting resellers or distributors (“Support Partners”) will provide the maintenance and support set forth in Exhibit A (Maintenance and Support). As noted in Section 7.2, maintenance and support services are not available for evaluation Products.

9. INDEMNIFICATION. Pure will defend at its own expense any action against GSA Customer brought by a third party to the extent that the action is based upon a claim that the Product (including any Evaluation Product and Pre-Release Software) infringes any copyrights or U.S. patents issued as of the date of Pure’s shipment or misappropriates any trade secrets and Pure will pay those costs and damages finally awarded against GSA Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Product becomes, or in Pure’s opinion is likely to become, the subject of an infringement claim, Pure may, at its option and expense, (i) procure for GSA Customer the right to continue exercising the rights licensed to GSA Customer in this Agreement; (ii) replace or modify the Product so that it becomes non-infringing and remains functionally equivalent; or (iii) accept return of the Product from GSA Customer and pay to GSA Customer a refund of money paid by GSA Customer for the purchase of such Product. Notwithstanding the foregoing, Pure will have no obligation under this Section or otherwise with respect to any infringement claim based upon (a) any use of the Product that is not in accordance with Pure’s documentation; (b) any use of the Product in combination with other products, equipment, software, or data not supplied by Pure if such infringement would not have arisen but for such combination; (c) any use of any release of the Software other than the most current release made available to GSA Customer; or (d) any modification or alteration of the Product by any person other than Pure. This Section 9 states Pure’s entire liability and GSA Customer’s sole and exclusive remedy for infringement claims and action. The foregoing obligations are conditioned on GSA Customer notifying Pure promptly in writing of such action. Pure will be given an opportunity to intervene in any suit or claim filed against the Government, at its own expense, through counsel of its choosing. Nothing contained herein shall operate in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, GSA CUSTOMER AGREES THAT PURE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE TO GSA CUSTOMER, ITS GSA CUSTOMERS, OR THIRD PARTIES CAUSED BY FAILURE OF PURE TO DELIVER THE PRODUCT, FAILURE OF THE PRODUCT TO FUNCTION, OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR TECHNOLOGY. IN NO EVENT WILL PURE OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, IN CONNECTION WITH THE USE OF THE PRODUCT OR OTHER MATERIALS PROVIDED ALONG WITH THE PRODUCT OR IN CONNECTION WITH ANY OTHER CLAIM ARISING FROM THIS AGREEMENT, EVEN IF PURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURE’S AGGREGATE CUMULATIVE LIABILITY UNDER OR RELATING TO THIS AGREEMENT (I) FOR PURCHASED PRODUCTS, SHALL NOT EXCEED THE AMOUNT PAID BY GSA CUSTOMER FOR THE PRODUCT THAT GAVE RISE TO SUCH CLAIM; AND (II) FOR EVALUATION PRODUCTS AND PRERELEASE SOFTWARE, SHALL NOT EXCEED THE AMOUNT OF $5,000.00 US DOLLARS. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY CONTRACTOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. CONFIDENTIAL INFORMATION. “Confidential Information” means any nonpublic information of a party (the “Disclosing Party”), whether disclosed orally or in writing or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (the “Receiving Party”) knows or should have known is the confidential or proprietary information of the Disclosing Party. Information will not constitute the other party’s Confidential Information if it (i) is already known by the Receiving Party without obligation of confidentiality; (ii) is independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information; (iii) is publicly known without breach of this Agreement; or (iv) is lawfully received from a third party without obligation of confidentiality. The Receiving Party shall not use or disclose any Confidential Information except as expressly authorized by this Agreement and shall protect the Disclosing Party’s Confidential Information using the same degree of care that it uses with respect to its own confidential information, but in no event with safeguards less than a reasonably prudent business would exercise under similar circumstances. The Receiving Party shall take prompt and appropriate action to prevent unauthorized use or disclosure of the Disclosing Party’s Confidential Information. If any Confidential Information must be disclosed to any third party by reason of law (including but not limited to, required disclosure under the Freedom of Information Act) or court order, accounting or regulatory requirements, the Receiving Party shall promptly notify the Disclosing Party of the order or request and permit the Disclosing Party (at its own expense) to seek an appropriate protective order. When the GSA Customer is an instrumentality of the U.S. Government, neither this Agreement, nor the Schedule Price List shall be deemed “confidential information” notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the Government may retain such Confidential
Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

12. **PRODUCT DIAGNOSTIC REPORTING.** GSA Customer acknowledges that the Product will store certain diagnostic information about the routine operations of the Product (including, without limitation, its performance, data reduction ratios, configuration data, and any hardware faults) and will periodically transmit this diagnostic information to Pure. For clarity, there is no actual user data of GSA Customer that is transmitted or provided to Pure. In addition, if Pure requests more detailed diagnostics, GSA Customer will reasonably cooperate with Pure, subject to Government security requirements, to enable the insertion of additional hard-drives into the Product so as to capture and transmit to Pure the metadata configuration of the Product’s array. Again, for clarity, no actual user data of GSA Customer is transmitted or provided to Pure in this process. GSA Customer will control Pure’s physical access to the Product and no interruption of service is required to gather such detailed diagnostics. GSA Customer agrees that Pure has a perpetual, irrevocable, worldwide, royalty-free right to use this diagnostic information in any manner and that GSA Customer will not interfere with the collection or transmission of such information to Pure, subject to Government security requirements.

13. **GENERAL PROVISIONS.**

13.1. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the United States of America, without reference to conflicts of law provisions. Jurisdiction and venue shall be as provided by Federal statute (Federal Tort Claims Act, Contract Disputes Act, etc.). Venue and jurisdiction of any disputes are determined by the applicable federal statute. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be delivered by personal delivery, certified overnight delivery such as Federal Express, or registered mail (return receipt requested) and shall be deemed given upon personal delivery or upon confirmation of receipt. All other notices and communications may be made by email or other applicable method.

13.3. **Severability; Waiver.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.4. **Export.** The Product, its Software and related technology are subject to U.S. export control laws. GSA Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Pure, or any products incorporating such data, in violation of the United States export laws or regulations.

13.5. **No Assignment.** Assignment is subject to FAR 52.232-23 “Assignment of Claims” (Jan. 1986) and FAR Subpart 42.12 “Novation and Change-of-Name Agreements” (Sep. 2013). This Agreement, and GSA Customer’s rights and obligations herein, may not be assigned by GSA Customer without Pure’s prior written consent, and any attempted assignment in violation of the foregoing will be null and void.

13.6. **U.S. Government End Users.** The Product, its software and related documentation, are “commercial items” as defined in 48 CFR 2.101 and their use is subject to the policies set forth in 48 CFR 12.211, 48 CFR 12.212 and 48 CFR 227.7202, as applicable.

13.7. **Force Majeure.** Pursuant to FAR 52.212-4(f) neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure or delay in the performance of its obligations under this Agreement on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of Pure.

13.8. **Entire Agreement; Modification.** This Agreement, and the terms of the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order, constitutes the entire Agreement between the GSA Customer and Pure and supersedes in its entirety any and all oral or written agreements previously existing between the GSA Customer and Pure with respect to the subject matter hereof including, without limitation, any Evaluation Agreement providing for evaluation of the Product. This Agreement may only be amended in a writing signed by duly authorized representatives of the parties. Additionally this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order.
1. **SCOPE OF COVERAGE.** For Purchased Products, during the term for which GSA Customer has ordered and paid for Maintenance and Support (as defined herein), Pure or its Support Partners will provide Product maintenance (“Maintenance”) and technical support (“Support”) services under this Exhibit for (a) generally available releases only (the services under this Exhibit do not apply to early access, pre-release or beta releases of the Product or its Software or any Products provided solely for evaluation purposes); and (b) those Major Releases (as defined herein) of the Software, specifically identified as still under Support. As used herein, an “Error” means any reproducible defect in the Product that causes the Product to not perform in all material respects in accordance with the Product documentation provided on-line by Pure.

2. **SERVICES.** Subject to the terms of this Maintenance and Support Exhibit, and so long as GSA Customer is in compliance with the terms and conditions of the Agreement, Pure or its Support Partners will provide the following services:

   2.1 **Hardware Maintenance.** Pure or its Support Partners will use commercially reasonable efforts to attempt to correct any Errors in the Product’s hardware. Pure’s Hardware Maintenance services for the Products may include on-site installation of field replaceable units (FRUs) by Pure certified maintenance personnel and/or providing GSA Customer with GSA Customer replaceable units (CRUs) for GSA Customer’s own installation.

   2.2 **Software Support.** Pure or its Support Partners will also use commercially reasonable efforts to attempt to correct any Errors in the Product’s software. Pure’s Software Support services may include bug fixes, emergency patches, workarounds, and new software releases.

   (a) **Software Releases.** In order to receive Support for a given Major Release, the Product must be updated to the most recent Minor Release applicable to that Major Release. As used herein, a “Major Release” is any version of the Software that is generally denoted by a change in the version number to the left or right of the first decimal (i.e., #.#.1). A “Minor Release” is any version of the Software generally denoted by a change in the version number to the right of the second decimal (i.e., 2.3.#). Major Releases and Minor Releases are collectively referred to as “Releases.” Support is only provided by Pure for the current and immediately preceding Major Release of the Software, in each case with its most recent Minor Release, unless Pure elects to provide support for additional Releases as noted on Pure’s website.

   (b) **Access to Releases.** Pure will provide Releases to the Software, as such Releases are made available by Pure for general commercial release and then only to the extent compatible with the GSA Customer’s Product hardware. Any Releases of the Software provided shall be subject to the terms and conditions set forth in the Agreement, the underlying GSA Schedule Contract, the Schedule Price List, or any specific, negotiated terms on any applicable GSA Customer Purchase Order.

3. **Technical Support and Service Levels.** Pure or its Support Partners will provide web portal, email and telephone support to up to five designated points of contact of GSA Customer, and will acknowledge and respond to Errors in the Product, in each case in accordance with the Severity Levels defined in the Product Software & Hardware Support, Service Level Agreement set forth in Exhibit A-1 attached hereto. Additional GSA Customer points of contact for Support may be approved by Pure.

4. **No Warranty.** Any deliverables and services provided by Pure pursuant to this Maintenance and Support Exhibit are provided “AS IS” and without any additional warranty, express or implied. Notwithstanding the foregoing, if a Product or Product component is replaced under Maintenance and the original warranty for such Product has not yet expired, such replacement Product shall continue to be warranted for the remaining portion of the original Product warranty pursuant to Section 7.1 of the Agreement.

5. **Service Limitations.** The Maintenance and Support Fee does not include, nor will Pure be obligated to provide, services required as a result of: (a) any modification, reconfiguration or maintenance of the Product not performed in accordance with Pure’s instructions; (b) any use of the Product in a configuration or on a system that does not meet Pure’s minimum standards for such Product, as set forth in the applicable documentation; or (c) any errors or defects in third party software or hardware.
## Exhibit A-1
Product Software & Hardware Support
Minimum Service Level Agreement

<table>
<thead>
<tr>
<th>GSA Customer Issue Severity Level</th>
<th>Description</th>
<th>Support Acknowledgement</th>
<th>Hardware Issues Minimum Response</th>
<th>Software Issues Minimum Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sev 1 – Emergency</td>
<td>Product fails to function or crashes; Product functionality or performance severely degraded such that GSA Customer’s application(s) are rendered unusable; or Any product issue that could cause a loss of data</td>
<td>7x24 phone support (Sev 1 issues can be reported via web portal or email, but should be escalated via phone)</td>
<td>1 hour to acknowledge; Targeted Onsite Response: 4 Hours in select cities; Next business day in other cities (Example: controller failure, shelf failure, dual NVRAM failure)</td>
<td>1 hour to acknowledge; Engineer dedicated full time to work on issue until workaround (that lowers issue’s severity level) or patch is delivered to GSA Customer; Daily status updates</td>
</tr>
<tr>
<td>Sev 2 – Critical</td>
<td>Product is operable, but there is a material degradation in functionality or performance that renders GSA Customer’s application(s) substantially impaired</td>
<td>7x24 phone support (Sev 2 issues can be reported via web portal or email, but should be escalated via phone)</td>
<td>1 hour to acknowledge; Targeted Onsite Response: Next business day (Example: single NVRAM failure)</td>
<td>Same as Sev 1</td>
</tr>
<tr>
<td>Sev 3 – Serious</td>
<td>Product has significant degradation in functionality or performance; Issues that are inconvenient or could be problematic in the fact of future failures, but product is still generally operating in accordance to documentation</td>
<td>7x24 reporting via web support portal; 6am–6pm USA Pacific Time phone support</td>
<td>1 business day to acknowledge; Targeted Onsite Response: 3 business days (Example: single power supply failure)</td>
<td>1 business day to acknowledge; workaround (that lowers issue’s severity level) or patch delivered as soon as practicable</td>
</tr>
<tr>
<td>Sev 4 – Minor</td>
<td>Product or documentation issues that do not materially degrade functionality or performance; Issues that are more superficial in nature; or All feature enhancement requests</td>
<td>7x24 reporting via web support portal only</td>
<td>2 business days to acknowledge; Targeted Onsite Response: 5 business days (Examples: SSD failure)</td>
<td>2 business days to acknowledge; resolved as part of next major software release</td>
</tr>
</tbody>
</table>

Targeted Onsite Response: May include a person and/or replacement hardware.

**Note:** If the diagnosis is not complete by 3pm site local time for Next Business Day Onsite Response, Pure will still make every commercially reasonable effort to ship same day, but 2nd business day is then the Targeted Onsite Response.
EXHIBIT A

Microsoft Cloud Agreement
US Government Community Cloud

This Microsoft Cloud Agreement is incorporated into the Customer Agreement entered into between the Ordering Activity under GSA Schedule contracts customer who is a Community member ("Customer" or "Ordering Activity") and the person or entity who has entered into a prime contract with the Customer ("Contractor") as an addendum and governs Customer's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that the Contractor provisions the Customer’s Subscription. Key terms are defined in Section 9.

1. Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.

   a. Software. Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.

      (i) Use Rights. The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.

      (ii) Temporary and perpetual licenses. Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.

   b. Online Services. Customer may use the Online Services as provided in this agreement.

      (i) Online Services Terms. The Online Services Terms in effect when Customer orders or renews a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.

      (ii) Suspension. Microsoft may temporarily suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.

      (iii) End Users. Customer controls access by End Users and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.

      (iv) Customer Data. Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to
Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) Responsibility for your accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer’s accounts or authentication credentials or any security incident related to the Online Services.

c. Reservation of rights. Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

a. Restrictions. Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft’s intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer’s use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

b. Preview releases. Microsoft may make Previews available. Previews are provided “as-is,” “with all faults,” and “as-available,” and are excluded from the SLA and all limited warranties provided in this agreement. Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into “General Availability.”

c. Verifying compliance for Products.

(i) Right to verify compliance. Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products’ license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including, subject to the Government’s reasonable security requirements, access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft’s self-audit process, which Microsoft may request as an alternative to a third-party audit. Such an audit request shall not occur more than once in a twelve month period.

(ii) Remedies for non-compliance. If verification or self-audit reveals any unlicensed use of Products, then Customer will, within 30 days, order sufficient licenses to cover any unlicensed use of products and Contractor will invoice Customer for additional license fees sufficient to cover the unauthorized use revealed by the audit and payment will be due 30 days after receipt of the invoice. If unlicensed use or distribution is 5% or more, the Customer may be completely responsible for the costs Microsoft has incurred in verification, to the extent permitted by 31 U.S.C. § 1341 (Anti-Deficiency Act) and other applicable Federal law or similar state law (as applicable). The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. Notwithstanding the foregoing, nothing in this section prevents the Customer from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
(iii) **Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers’ compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification is subject to the Government’s reasonable security requirements, will take place during normal business hours, and in a manner that does not unreasonably interfere with Customer’s operations.

2. **Subscriptions, ordering.**

   a. **Available Subscription offers.** The Subscription offers available to Customer will be established by the Customer Agreement and generally can be categorized as one or a combination of the following:

   (i) **Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.

   (ii) **Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.

   (iii) **Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

   (iv) **Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

   b. **Ordering.**

   (i) Orders must be placed through the Contractor. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer’s internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer’s Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be responsible for any actions of such Affiliates or third parties related to their use of the Products.

   (ii) The Contractor may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription.

a. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Customer shall obtain the users’ consent to the same.
b. Customer appoints the Contractor as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

5. **Warranties.**

   a. **Limited warranty.**

      (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.

      (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA. The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

   b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

   c. **Disclaimer.** Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.

6. **Defense of third party claims.**

   (i) **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

   (ii) **Customer's agreement.** Customer agrees that use of Customer Data or non-Microsoft software Microsoft provides or otherwise makes available on Customer’s behalf will not infringe any third party’s patent, copyright or trademark or make unlawful use of any third party’s trade secret. In addition, Customer will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

   (iii) **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Customer’s use of the Product or Fix, Microsoft will seek to obtain the right for Customer to keep using it or
modify or replace it with a functional equivalent, in which case Customer must discontinue use of
the prior version immediately. If these options are not commercially reasonable, Microsoft may
terminate Customer’s right to the Product or Fix and refund any amounts Customer has paid for
those rights to Software and Fixes and, for Online Services, any amount paid for a usage period
after the termination date.

(iv) **Other terms.** Customer must notify Microsoft promptly in writing of a claim subject to this section; give
Microsoft control over the defense and settlement (provided that for any Federal Agency Customers, the
control of the defense and settlement is subject to 28 U.S.C. 516); and provide reasonable assistance in
defending the claim. Microsoft will reimburse Customer for reasonable out of pocket expenses that it
incurs in helping. The remedies provided in this section are the exclusive remedies for the claims
described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Customers, Microsoft’s rights
set forth in this section (and the rights of the third party claiming infringement) shall be governed by the

7. **Limitation of liability.**

For each Product, each party’s maximum, aggregate liability to the other under this agreement is
limited to direct damages finally awarded in an amount not to exceed the amounts Customer was
required to pay for the applicable Products during the term of this agreement, subject to the following:

i. **Online Services.** For Online Services, Microsoft’s maximum liability to Customer for any incident giving
rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months
before the incident; provided that in no event will Microsoft’s aggregate liability for any Online Service
exceed the amount paid for that Online Service during the Subscription.

ii. **Free Products and distributable code.** For Products provided free of charge and code that Customer
is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft’s liability is
limited to direct damages finally awarded up to US$5,000.

iii. **Exclusions.** In no event will either party be liable for loss of revenue or indirect, special,
incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits,
revenues, business interruption, or loss of business information, however caused or on any
theory of liability.

iv. **Exceptions.** The limits of liability in this section apply to the fullest extent permitted by applicable law,
but do not apply to: (1) the parties’ obligations under section 6; (2) violation of the other’s intellectual
property rights,

For Customers that are Federal Agencies, this Section shall not impair the Customer’s right to recover
for fraud or crimes arising out of or related to this agreement under any federal fraud statute, including

8. **ITAR Covered Services.** This section applies to only the ITAR Covered Services, defined
below, Customer buys subject to this Agreement. These terms **only apply if** Customer provides
express notice to Microsoft of Customer’s intent to manage ITAR controlled data in the Customer Data
during the eligibility validation phase of the online application process.

a. **Customer Prerequisites:**

(i) Customer is responsible for ensuring that the prerequisites established or required by the
ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
(ii) Customer acknowledges that the ITAR Covered Services ordered by Customer under this Agreement enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation and/or in the portal through which Customer’s administrator(s) will manage and configure the ITAR Covered Services.

(i) Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for Customer’s End Users’ use of ITAR Covered Services, together with any add-ons, as Customer determines are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(ii) Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

b. Special Terms.

(i) ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer’s compliance with the ITAR will be dependent, in part, on Customer’s configuration of the services and adoption and implementation of policies and practices for Customer’s End Users’ use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

a. Personnel. Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.

b. Use of Subcontractors. As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft’s policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors’ compliance with Microsoft’s obligations.

c. Notification. The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:
(i) Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Customer’s control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.

(ii) If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer’s responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or your internal policies.

(iii) If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.

f. Conflicts. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

9. IRS 1075 Covered Services. If the Customer is subject to IRS 1075 with respect to its use of the Online Services, then this section applies but only to the IRS 1075 Covered Services, defined below, Customer buys under the Subscription

a. Customer Prerequisites

(i) Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.

(ii) Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the IRS 1075 Covered Services.

(i) Customer is responsible for reviewing Online Services documentation, configuring the services, and adopting and implementing such policies and practices for your End Users’ use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for Customer to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.

(ii) Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section 9. No other services are supported by the terms of this Section 9. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization (“Support Data”), if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services (“Billing Data”), if any, is not subject to the provisions of this Section 9. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing.
b. **IRS Publication 1075 Special Terms.**

(i) **IRS 1075 Covered Services.** The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of your preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer’s configuration of the services and adoption and implementation of policies and practices for Customer’s End Users’ use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.

(ii) **Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075.** Microsoft and Customer has agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section 9.

(iii) **Personnel Records and Training.** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to Customer or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

(iv) **Training Records.** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.

(v) **Confidentiality Statement.** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.

(vi) **Cloud Computing Environment Requirements.** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft’s compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.

(viii) **Use of Subcontractors.** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft’s policies. Microsoft remains responsible for its subcontractors’ compliance with Microsoft’s obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and under the IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at [http://azure.microsoft.com/en-us/support/trust-center/](http://azure.microsoft.com/en-us/support/trust-center/), or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data. Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

(ix) **Security Incident Notification.** The Security Incident handling process defined in the OST will
apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:

1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within Customer’s control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.

2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer internal policies.

c. Customer Right to Inspect.

(i) Audit by Customer. Customer will, (i) be provided quarterly access to information generated by Microsoft’s regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft’s subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer’s expense, be permitted to communicate with Microsoft’s independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agrees that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.

(ii) Confidentiality of Audit Materials. Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Customer, and Customer will ensure Microsoft’s audit information is afforded the highest level of confidentiality available under applicable law.

(iii) This Section 9.c is in addition to compliance information available to Customer under the OST.

10. Criminal Justice Information Services (CJIS). If the Customer is subject to CJIS with respect to its use of the Online Services, then this section applies but only to the Government CJIS Covered Services, defined below, you buy under the Subscription.

a. Customer Prerequisites

(i) Microsoft’s representations as it relates to its CJIS Covered Services’ compliance with the FBI Criminal Justice Information Systems (“CJIS”) Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer’s incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer’s order with the Contractor. They are also subject to Customer’s incorporation and flow down of such terms in Customer’s contracts with a Covered Entity.

(ii) Please visit https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit https://azure.microsoft.com/en-us/pricing/enterprise-agreement/. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.

(iii) Customer can access the terms and conditions of Microsoft’s adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for
Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and you acknowledge that Microsoft’s support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer’s responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledge it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.

(iv) Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer’s use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.

(v) Customer acknowledges that it will keep records of any Covered Entity to which it provides CJIS State Agreements or other CJIS-related documentation Customer obtains from the state CSA and shall make such records available to Microsoft promptly upon request.

b. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

11. **Government Community requirements**. Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

a. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

b. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

c. Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

d. Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

1. Government Community Cloud Services will be offered only within the United States.

2. Additional European Terms, as set forth in the Use Rights, will not apply.

3. References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

e. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.

f. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.

g. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the
same control standards and frameworks as the Microsoft Azure Core Services. The
Compliance Trust Center Page describes the control standards and frameworks with
which Office 365 GCC High and Azure Government Services comply.

h. Operational and Ordering Consideration for GCC High:

(i) Customer (a) acknowledges that its Tenant administrator console (when available) will
appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it
must order licenses for every User account it assigns. Notwithstanding anything to the contrary
in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and
thereby subject to a True-Up Order requirement in accordance with the terms and conditions of
the order), as of the day that User's account is reserved, unless a License for each such User
is ordered in advance. Customer is solely responsible for keeping accurate records of the
month each User is assigned to a User account, and will provide such records to Microsoft with
its True-Up orders.

(ii) Customer acknowledges that (a) availability of its Office 365 GCC High tenant may follow
several weeks after its initial order, and (a) the service components provided pursuant to its
orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ
from those components available in similar suites available in other forms of Office 365
Services.

(iii) The parties acknowledge that, as of the date this Agreement was executed, the Office 365
ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High,
notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and
conditions shall apply:

Until C2R functionality is made available, Customer may install up to two (2) local copies of
Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of
those assigned Users on Qualified Devices in Customer's Enterprise.

Once C2R functionality is made available (the "C2R release date," to be announced in the
Office 365 Service Descriptions), Customer must cease installing additional local copies of Office
Professional Plus, and shall as soon as practicable (but in no event later than 12 months
following the C2R release date) replace each local copy that was installed pursuant to the
preceding paragraph with a C2R-installed copy.

12. Miscellaneous.

a. Notices. You must send notices by mail, return receipt requested, to the address below.

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<th>Notices should be sent to:</th>
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<td>Microsoft Corporation</td>
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<td>USA</td>
<td>Redmond, WA 98052</td>
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<td>Via Facsimile: (425) 936-7329</td>
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Customer agrees to receive electronic notices from us, which will be sent by email to the
account administrator(s) named for your Subscription. Notices are effective on the date on
the return receipt or, for email, when sent. You are responsible for ensuring that the email
address for the account
administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not Customer actually receives the email.

b. Assignment. Neither Customer, Contractor nor Microsoft may assign this agreement either in whole or in part without the other party’s prior written consent. Any prohibited assignment is void.

C. Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

e. No agency. This agreement does not create an agency, partnership, or joint venture.

f. No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

g. Use of contractors. Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. Microsoft as an independent contractor. The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other’s confidential information.

i. Agreement not exclusive. Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. Entire agreement. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.

k. Survival. All provisions survive termination of this agreement except that requiring performance only during the term of the agreement.

l. U.S. export jurisdiction. Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

(v) Force majeure. Excusable delays shall be governed by FAR 52.212-4(f).

(vi) Contracting authority. If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity’s behalf.

(vii) Additional Terms Applicable when the Customer is a U.S. Federal Agency.

(i) No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Customer purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoid of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements and renewals shall be executed in writing.

(ii) If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of your license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than Federal law; and/or (4) otherwise violates applicable Federal law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Product Terms and Online Service Terms included and/or referenced or

Any reference in this agreement to “day” will be a calendar day.

“Acceptable Use Policy” is set forth in the Online Services Terms.

“Affiliate” means any legal entity that a party owns, that owns a party, or that is under common ownership with a party. “Ownership” means, for purposes of this definition, control of more than a 50% interest in an entity.

“Azure Government Services” means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at http://azure.microsoft.com/en-us/regions/#services, which are Government Community Cloud Services.

“CJIS” means Criminal Justice Information, as defined in FBI CJIS Policy.

“CJIS Covered State” means a state, as shown at https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

“CJIS Covered Service” means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft’s CJIS representations apply.

“CJIS State Agreement” means an agreement between Microsoft and a Covered State’s CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled “CJIS Information Agreement” or “CJIS Management Agreement.”

“Community” means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer’s regulatory requirements. Membership in the Community is ultimately at Microsoft’s discretion, which may vary by Government Community Cloud Service.

“Customer Agreement” means the binding agreement between the Contractor and Customer under which Customer orders Products from the Contractor and the Contractor binds Customer to the terms of the this agreement.

“Compliance Trust Center Page” means the compliance page of the Microsoft Trust Center, published by Microsoft at https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx or a successor site Microsoft later identifies.

“Consumption Offering”, “Commitment Offering”, or “Limited Offering” describe categories of Subscription offers and are defined in Section 2.

“Covered Entity” means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

“CSA” means, for each CJIS Covered State, that state’s CJIS Systems Agency, as defined in FBI CJIS Policy. “Customer Data” is defined in the Online Services Terms.
“End User” means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services. “Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“FTI” is defined as in IRS Publication 1075.

“Federal Agency” means a bureau, office, agency, department or other entity of the United States Government.

“Fix” means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

“Government” means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

“Government Community Cloud Services” means Microsoft Online Services that are provisioned in Microsoft’s multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.


“IRS Publication 1075” means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.

“ITAR” means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.

“ITAR-controlled data” means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.

“ITAR Covered Services” means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at https://www.microsoft.com/en-us/TrustCenter/Compliance/itar or its successor site.

“Microsoft Trust Center Compliance Page” is Microsoft’s website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

“Licensing Site” means http://www.microsoft.com/licensing/contracts or a successor site.

“No-Microsoft Product” is defined in the Online Services Terms.


“Office 365 US Government” means the Government Community Cloud Service described by the Office 365 Service Descriptions.
“Office 365 GCC High” means the Government Community Cloud Service described by the Office 365 Service Descriptions.

“Online Services” means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Government Community Cloud Services, Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.

“Online Services Terms” means the additional terms that apply to Customer’s use of Online Services and attached hereto. The Online Services Terms in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the Online Services Terms applies to Enrolled Affiliate’s order.

“Previews” means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.

“Product” means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.

“Product Terms” means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is attached hereto. The Product Terms in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the Product Terms applies to Enrolled Affiliate’s order.

“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site. The SLA in effect as of the date of the Contractor’s GSA Schedule is attached hereto for reference purposes only. See Section 1 to determine which version of the SLA applies to Enrolled Affiliate’s order.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state jurisdiction and geographic boundaries.

“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller. “Technical Data” has the meaning provided in 22 C.F.R. § 120.

“Term” means the duration of a Subscription (e.g., 30 days or 12 months).

“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.
IMPORTANT – READ BEFORE DOWNLOADING, INSTALLING, COPYING OR USING THE LICENSED SOFTWARE.
This End User License Agreement ("EULA"), made and entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document ("Effective Date"), is a legal agreement between Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("you" or "Ordering Activity") and the GSA Multiple Award Schedule Contractor acting on behalf of CRESTPOINT SOLUTIONS Corporation ("CRESTPOINT") and governs the use of the CRESTPOINT computer software and the documentation made available for use with such CRESTPOINT software. By both parties executing this EULA in writing, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not download, install, copy or use the CRESTPOINT software or documentation. IF YOU ARE ENTERING INTO THIS EULA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS EULA, IN WHICH CASE "YOU” WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON’T HAVE SUCH AUTHORITY, OR IF YOU DON’T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS EULA, THEN CRESTPOINT DOES NOT AGREE TO LICENSE THE LICENSED SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE IT.

1. LICENSE.
1.1 License Grant. Subject to the terms of this EULA, CRESTPOINT hereby grants you a non-exclusive, non-transferable license, without the right to sublicense, during the term of this EULA to access and use the Software for compute purposes and, if applicable, use Documentation provided with the Software as part of a software as a service solution provided to you by an approved CRESTPOINT service provider or a Reseller.

1.2 Enterprise and Contractor Usage. You may allow your Enterprise employees and Contractors to access and use the Licensed Software pursuant to the terms in Section 1 solely to perform work on your behalf, provided further that with respect to Contractors: (i) you obtain a written agreement from each Contractor which contains terms and obligations with respect to access to and use of Licensed Software no less protective of CRESTPOINT than those set forth in this EULA, and (ii) such Contractor’s access and use expressly excludes any sublicensing or distribution rights for the Licensed Software. You are responsible for the compliance with the terms and conditions of this EULA by your Enterprise and Contractors. Any act or omission that if committed by you would constitute a breach of this EULA shall be deemed to constitute a breach of this EULA if committed by your Enterprise or Contractors.

1.3 No Support. CRESTPOINT is under no obligation to provide support for the Licensed Software or to provide any error corrections or updates to the Licensed Software under this EULA unless a valid maintenance agreement is in place at the time.

2. LIMITATIONS.
2.1 License Restrictions. Except as expressly authorized in this EULA, you agree that you will not (nor allow third parties to): (i) copy and use Software outside of the authorized software as a service solution; (ii) reverse engineer, decompile, disassemble or attempt to derive the source code, underlying ideas, algorithm or structure of Software provided to you in object code form; (iii) sell, transfer, assign, distribute, rent, loan, lease, sublicense or otherwise make available the Licensed Software or its functionality to third parties (a) as an application services provider or service bureau, (b) by operating hosted/virtual system environments, (c) by hosting, time
sharing or providing any other type of services, or (d) otherwise by means of the internet; (iv) modify,
translate or otherwise create any derivative works of any Licensed Software; (v) remove, alter, cover or
obscure any proprietary notice that appears on or with the Licensed Software or any copies thereof; (vi) use
the Licensed Software, or allow its use, transfer, transmission or export in violation of any applicable export
control laws, rules or regulations; (vii) distribute, permit access to, or sublicense the Licensed Software as a
stand-alone product; (viii) bypass, disable, circumvent or remove any form of copy protection, encryption,
security or digital rights management or authentication mechanism used by CRESTPOINT in connection with
the Licensed Software, or use the Licensed Software together with any authorization code, serial number,
or other copy protection device not supplied by CRESTPOINT directly or through an authorized reseller; (ix) use
the Licensed Software for the purpose of developing competing products or technologies or assisting a third
party in such activities; (x) use the Licensed Software with any system or application where the use or failure
of such system or application can reasonably be expected to threaten or result in personal injury, death, or
catastrophic loss including, without limitation, use in connection with any nuclear, avionics, navigation,
military, medical, life support or other life critical application (“Critical Applications”), unless the parties have
entered into a Critical Applications agreement; (xi) distribute any modification or derivative work you make to
the Licensed Software under or by reference to the same name as used by CRESTPOINT; or (xii) use the
Licensed Software in any manner that would cause the Licensed Software to become subject to an Open
Source License. Nothing in this EULA shall be construed to give you a right to use, or otherwise obtain access
to, any source code from which the Software or any portion thereof is compiled or interpreted. You
acknowledge that CRESTPOINT does not design, test, manufacture or certify the Licensed Software for use in
the context of a Critical Application and CRESTPOINT shall not be liable to you, in whole or in part, for any
claims or damages arising from such use.

2.2 Third Party License Obligations. You acknowledge and agree that the Licensed Software may include or
incorporate third party technology (collectively “Third Party Components”), which is provided for use in or
with the Software and not otherwise used separately. If the Licensed Software includes or incorporates Third
Party Components, then the third-party pass-through terms and conditions (“Third Party Terms”) for the
particular Third Party Component will be bundled with the Software or otherwise made available online as
indicated by CRESTPOINT. Nothing herein shall bind the Ordering Activity to any Third Party Component terms
unless the terms are provided for review and agreed to in writing by all parties. Copyright to Third Party
Components are held by the copyright holders indicated in the copyright notices indicated in the Third Party
Terms.

2.3 Limited Rights. Your rights in the Licensed Software are limited to those expressly granted in Section 1 and
no other licenses are granted whether by implication, estoppel or otherwise. CRESTPOINT reserves all other
rights, title and interest in and to the Licensed Software not expressly granted under this EULA.

3. CONFIDENTIALITY. Neither party will use the other party’s Confidential Information, except as necessary for
the performance of this EULA, nor will either party disclose such Confidential Information to any third party,
except to personnel of CRESTPOINT or its Affiliates, you, your Enterprise or your Contractors that have a need
to know such Confidential Information for the performance of this EULA, provided that each such personnel,
employee and Contractor is subject to a written agreement that includes confidentiality obligations consistent
with those set forth herein. Each party will use all reasonable efforts to maintain the confidentiality of all of
the other party’s Confidential Information in its possession or control, but in no event less than the efforts
that it ordinarily uses with respect to its own Confidential Information of similar nature and importance. The
foregoing CRESTPOINT SOLUTIONS INC. END USER LICENSE AGREEMENT (EULA)
obligations will not restrict either party from disclosing the other party’s Confidential Information or the terms and conditions of this EULA as required under applicable securities regulations or pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such disclosure (i) gives reasonable notice to the other party to enable it to contest such order or requirement prior to its disclosure (whether through protective orders or otherwise), (ii) uses reasonable effort to obtain confidential treatment or similar protection to the fullest extent possible to avoid such public disclosure, and (iii) discloses only the minimum amount of information necessary to comply with such requirements. Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

4. OWNERSHIP. The Licensed Software and all modifications, and the respective Intellectual Property Rights therein, are and will remain the sole and exclusive property of CRESTPOINT or its licensors, whether the Licensed Software is separate from or combined with any other products or materials. You shall not engage in any act or omission that would impair CRESTPOINT’s and/or its licensors’ Intellectual Property Rights in the Licensed Software or any other materials, information, processes or subject matter proprietary to CRESTPOINT.

5. FEEDBACK. You have no obligation to provide Feedback to CRESTPOINT. However, CRESTPOINT and/or its Affiliates may use and include any Feedback that you provide to improve the Licensed Software or other CRESTPOINT products, technologies or materials. Accordingly, if you provide Feedback, you agree that CRESTPOINT and/or its Affiliates, at their option, may, and may permit their licensees, to make, have made, use, have used, reproduce, license, distribute and otherwise commercialize the Feedback in the Licensed Software or in other CRESTPOINT products, technologies or materials without the payment of any royalties or fees to you. All Feedback becomes the sole property of CRESTPOINT and may be used in any manner CRESTPOINT sees fit, and you hereby assign to CRESTPOINT all of your right, title and interest in and to any Feedback. CRESTPOINT has no obligation to respond to Feedback or to incorporate Feedback into the Licensed Software. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

6. LIMITED WARRANTY. CrestPoint warrants that the LICENSED SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with LICENSED SOFTWARE AND CRESTPOINT CONFIDENTIAL INFORMATION written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE LICENSED SOFTWARE AND CRESTPOINT CONFIDENTIAL INFORMATION (IF ANY PROVIDED) ARE PROVIDED BY CRESTPOINT “AS IS” AND “WITH ALL FAULTS,” AND CRESTPOINT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY CRESTPOINT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. CRESTPOINT DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR CRESTPOINT CONFIDENTIAL INFORMATION WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT CRESTPOINT’S OBLIGATIONS UNDER THIS EULA ARE FOR THE BENEFIT OF YOU ONLY.
Nothing in this warranty section affects any statutory rights of consumers or other recipients to the extent that they cannot be waived or limited by contract under applicable law.

**7. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CRESTPOINT OR ITS LICENSORS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR LOSS OF GOODWILL), OR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR THE USE OR PERFORMANCE OF THE LICENSED SOFTWARE AND CRESTPOINT CONFIDENTIAL INFORMATION (IF ANY PROVIDED), WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY AND WHETHER OR NOT CRESTPOINT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CRESTPOINT’S TOTAL CUMULATIVE LIABILITY UNDER OR ARISING OUT OF THIS EULA EXCEED THE PRICE ORDERING ACTIVITY PAID FOR THE LICENSED SOFTWARE. THE NATURE OF THE LIABILITY, THE NUMBER OF CLAIMS OR SUITS OR THE NUMBER OF PARTIES WITHIN YOUR ENTERPRISE THAT ACCEPTED THE TERMS OF THIS EULA SHALL NOT ENLARGE OR EXTEND THIS LIMIT. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CRESTPOINT OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS ITS ESSENTIAL PURPOSE. The disclaimers, exclusions and limitations of liability set forth in this EULA form an essential basis of the bargain between the parties, and, absent any such disclaimers, exclusions or limitations of liability, the provisions of this EULA, including, without limitation, the economic terms, would be substantially different. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**8. TERM AND TERMINATION.** This EULA and your license rights hereunder shall become effective upon the Effective Date and shall remain in effect for the duration of your licenses, unless earlier terminated as provided in this section. 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 brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Crestpoint shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Termination of this EULA shall not release the parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA to survive termination. Notwithstanding the foregoing, the party terminating this EULA shall incur no additional liability merely by virtue of such termination. Termination of this EULA regardless of cause or nature shall be without prejudice to any other rights or remedies of the parties and shall be without liability for any loss or damage occasioned thereby. Upon any expiration or termination of this EULA (i) you must promptly discontinue use of the Licensed Software, and (ii) you must promptly return to CRESTPOINT all copies of the Licensed Software and all portions thereof in your possession or control, and each party will promptly destroy or return to the other all of the other party’s Confidential Information within its possession or control. Upon written request, you will certify in writing that you have complied with your obligations under this section. Sections 2 through 10 will survive the expiration or termination of this EULA for any reason.

CRESTPOINT SOLUTIONS INC. END USER LICENSE AGREEMENT

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9. CONSENT TO COLLECTION AND USE OF INFORMATION. You hereby agree and acknowledge that the Software may access, collect non-personally identifiable information about, update, and configure your Enterprise computer systems in order to (a) properly optimize such systems for use with the Software, (b) deliver software and services, or content through the Software, (c) optimize, maintain, repair and/or administer CRESTPOINT products and services, and/or (d) deliver marketing communications. Information collected by the Software includes, but is not limited to, Customer System’s (i) hardware configuration and ID, (ii) operating system and driver configuration, (iii) installed applications, (iv) applications settings, performance, and usage metrics, and (iv) usage metrics of the Software. To the extent that you use the Software, you hereby consent to all of the foregoing, and represent and warrant that you have the right to grant such consent. In addition, you agree that you are solely responsible for maintaining appropriate data backups and system restore points for your Enterprise systems, and that CRESTPOINT will have no responsibility for any damage or loss to such systems (including loss of data or access) arising from or relating to (a) any changes to the configuration, application settings, environment variables, registry, drivers, BIOS, or other attributes of the systems (or any part of such systems) initiated through the Software; or (b) installation of any Software or third party software patches initiated through the Software.

In connection with the receipt of the Licensed Software you may receive access to links to third party websites and services and the availability of those links does not imply any endorsement by CRESTPOINT. CRESTPOINT encourages you to review the privacy statements on those sites and services that you choose to visit so that you can understand how they may collect, use and share personal information of individuals. CRESTPOINT is not responsible or liable for: (i) the availability or accuracy of such links; or (ii) the products, services or information available on or through such links; or (iii) the privacy statements or practices of sites and services controlled by other companies or organizations.

To the extent that you or members of your Enterprise provide to CRESTPOINT during registration or otherwise personal information, you acknowledge that such information will be collected, used and disclosed by CRESTPOINT in accordance with CRESTPOINT’s privacy policy attached.

10. MISCELLANEOUS.

10.1 Compliance with Terms. During the term of this EULA and for a period of five (5) years thereafter, you will maintain all usual and proper books and records of account relating to the Licensed Software provided under this EULA and to cooperate with your service provider or Reseller or its Affiliates to verify your compliance with the terms of this EULA. You further agree that your service provider or Reseller or its Affiliates and CRESTPOINT may exchange information regarding your use of the Licensed Software and your compliance with the terms of this EULA.

10.2 U.S. Government Legend. The Licensed Software has been developed entirely at private expense and is “commercial items” consisting of “commercial computer software” and “commercial computer software documentation” provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in this EULA pursuant to the Rights in Data clause at FAR 52.227-14, as applicable. Contractor/manufacturer is CRESTPOINT, PO Box 10367, Pleasanton, CA 94588.
10.3 **Export Control.** You acknowledge that the Licensed Software described under this EULA is subject to export control under the U.S. Export Administration Regulations (EAR) and economic sanctions regulations administered by the U.S. Department of Treasury’s Office of Foreign Assets Control (OFAC). Therefore, you may not export, reexport or transfer in-country the Licensed Software without first obtaining any license or other approval that may be required by BIS and/or OFAC. You are responsible for any violation of the U.S. or other applicable export control or economic sanctions laws, regulations and requirements related to the Licensed Software. By accepting this EULA, you confirm that you are not a resident or citizen of any country currently embargoed by the U.S. and that you are not otherwise prohibited from receiving the Licensed Software.

10.4 **General.** This EULA, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement of the parties with respect to the subject matter hereto and supersedes all prior negotiations, conversations, or discussions between the parties relating to the subject matter hereto, oral or written, and all past dealings or industry custom. A negotiated Government Purchase Order, signed by both parties, and that incorporates this EULA shall supersede the terms of the Agreement. This EULA and the rights and obligations hereunder may not be assigned by the parties, in whole or in part, including by merger, consolidation, dissolution, operation of law, or any other manner, without written consent of the other party, and any purported assignment in violation of this provision shall be void and of no effect. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government’s prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Each party acknowledges and agrees that the other is an independent contractor in the performance of this EULA, and each party is solely responsible for all of its employees, agents, contractors, and labor costs and expenses arising in connection therewith. The parties are not partners, joint ventures or otherwise affiliated, and neither has any authority to make any statements, representations or commitments of any kind to bind the other party without prior written consent. Excusable delays shall be governed by FAR 52.212-4(f). This EULA will be governed by and construed under the Federal laws of the United States without regard to the United Nations Convention on Contracts for the International Sale of Goods. If any court of competent jurisdiction determines that any provision of this EULA is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. Unless otherwise specified, remedies are cumulative. Any amendment or waiver under this EULA must be in writing and signed by representatives of both parties. Any notice delivered by CRESTPOINT to you under this EULA will be delivered via mail, email or fax. Please direct your legal notices or other correspondence to CRESTPOINT SOLUTIONS INC., PO Box 10367, Pleasanton, California 94588, United States of America, Attention: Legal Department.

**GLOSSARY OF TERMS**

Certain capitalized terms, if not otherwise defined elsewhere in this EULA, shall have the meanings set forth below:

a. **“Affiliate”** means any legal entity that Owns, is Owned by, or is commonly Owned with a party. “Own” means having more than 50% ownership or the right to direct the management of the entity.

b. **“Confidential Information”** means the Licensed Software (unless made publicly available by CRESTPOINT without confidentiality obligations), and any CRESTPOINT business, marketing, pricing (excluding GSA Schedule pricing), research and development, know-how, technical, scientific, financial status, proposed new products or other information disclosed by CRESTPOINT to you which, at the time of disclosure, is designated in writing as **CRESTPOINT SOLUTIONS INC. END USER LICENSE AGREEMENT (EULA)** EULA (03/20) ©CrestPoint 2020 No. EMS/FMI-V.03.02.2020-RRT
confidential or proprietary (or like written designation), or orally identified as confidential or proprietary or is otherwise reasonably identifiable by parties exercising reasonable business judgment, as confidential. Confidential Information does not and will not include information that: (i) is or becomes generally known to the public through no fault of or breach of this EULA by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without use of the disclosing party’s Confidential Information; or (iv) is rightfully obtained by the receiving party from a third party without restriction on use or disclosure. Crestpoint recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

c. “Contractor” means an individual who works primarily for your Enterprise on a contractor basis from your secure network.

d. “Documentation” means the CRESTPOINT documentation made available for use with the Software, including (without limitation) user manuals, datasheets, operations instructions, installation guides, release notes and other materials provided to you under this EULA.

e. “Enterprise” means you or any company or legal entity for which you accepted the terms of this EULA, and their subsidiaries of which your company or legal entity owns more than fifty percent (50%) of the issued and outstanding equity.

f. “Feedback” means any and all suggestions, feature requests, comments or other feedback regarding the Licensed Software, including possible enhancements or modifications thereto.

g. “Intellectual Property Rights” means all patent, copyright, trademark, trade secret, trade dress, trade names, utility models, mask work, moral rights, rights of attribution or integrity service marks, master recording and music publishing rights, performance rights, author’s rights, database rights, registered design rights and any applications for the protection or registration of these rights, or other intellectual or industrial property rights or proprietary rights, howsoever arising and in whatever media, whether now known or hereafter devised, whether or not registered, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.

h. “Licensed Software” means Software, Documentation and all modifications thereto.

i. “Open Source License” includes, without limitation, a software license that requires as a condition of use, modification, and/or distribution of such software that the Software be (i) disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; or (iii) be redistributable at no charge.

j. “Software” means the CRESTPOINT software programs licensed to you under this EULA including, without limitation, libraries, sample code, utility programs and programming code.