



**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

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

<http://www.GSAAdvantage.gov>.

**MULTIPLE AWARD SCHEDULE
FSC GROUP: MAS**

GS-35F-317GA

Contract Period: March 24, 2017 through March 23, 2022
Price List is current through Mass Mod A812, signed April 6, 2020

AssetWorks LLC
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AssetWorks LLC is registered as a Large Business

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CUSTOMER INFORMATION

1a. Table of awarded special item numbers with appropriate cross-reference to item descriptions and awarded prices.

SIN	Description	Awarded Prices
33411	Purchase of New Electronic Equipment	See GSA Pricelist
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts	See GSA Pricelist
511210	Software Licenses	See GSA Pricelist
54151	Software Maintenance Services	See GSA Pricelist
611420	Information Technology Training	See GSA Pricelist
54151S	Information Technology Professional Services	See GSA Pricelist

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN	Lowest Price Part Number	GSA Price
33411	See GSA Pricelist	See GSA Pricelist
811212	See GSA Pricelist	See GSA Pricelist
511210	See GSA Pricelist	See GSA Pricelist
54151	See GSA Pricelist	See GSA Pricelist
611420	See GSA Pricelist	See GSA Pricelist
54151S	See GSA Pricelist	See GSA Pricelist

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.

Please see GSA pricelist.

2. Maximum order.

The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 33411	Purchase of New Electrical Equipment
Special Item Number 811212	Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 511210	Software Licenses
Special Item Number 54151	Software Maintenance Services
Special Item Number 54151S	Information Technology Professional Services

The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 611420	Information Technology Training
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3. Minimum order.

The minimum dollar value of orders to be issued is \$100.00

4. Geographic coverage (delivery area).

The Geographic Scope of Contract will be domestic delivery only.

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

5. Points of production.

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

6. Discount from list prices or statement of net price.

Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts.

None.

8. Prompt payment terms.

None, Net 30.

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

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

Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

Government purchase cards are accepted above the micro-purchase threshold.

10. Foreign items.

See GSA Pricelist

11a. Time of delivery.

Negotiated at Task Order

11b. Expedited Delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

11c. Overnight and 2-day delivery.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

11d. Urgent Requirements.

Negotiated at Task Order

When expedited delivery is required, the Contractor will bill the agency the difference between Standard Delivery and Expedited Delivery.

12. F.O.B. points.

Destination

13a. Ordering address.

AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

13b. Ordering procedures:

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

14. Payment address.

AssetWorks LLC
998 Old Eagle School Road, Suite 1215
Wayne, PA 19087

15. Warranty provision.

Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract. Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you. Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period. No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks' or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply. U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.

16. Export packing charges, if applicable.

Not Applicable

17. Terms and conditions of Government purchase card acceptance.

None

18. Terms and conditions of rental, maintenance, and repair.

See GSA Pricelist

19. Terms and conditions of installation.

See GSA Pricelist

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices.

See GSA Pricelist

20a. Terms and conditions for any other services.

See GSA Pricelist

21. List of service and distribution points.

See GSA Pricelist

22. List of participating dealers.

See GSA Pricelist

23. Preventive maintenance.

See GSA Pricelist

24a. Special attributes such as environmental attributes.

None

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/.

25. Data Universal Number System (DUNS) number.

82-854-8961

26. Notification regarding registration in System for Award Management (SAM) database.

AssetWorks LLC is up to date in SAM.gov. CAGE Code: 58R41

**TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF NEW ELECTRICAL EQUIPMENT (SPECIAL ITEM NUMBER 33411)**

1. Materials And Workmanship

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. Order

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

3. Transportation Of Equipment

FOB Origin. Prices do not cover equipment delivery to destination, for any location within the geographic scope of this contract. Shipping charges will be quoted at cost when orders are placed.

4. Installation And Technical Services

All items are self-installable.

a. Installation

When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the Government, at the Government's location, to install the equipment and to train Government personnel in the use and maintenance of the equipment.

The charges, if any, for such services are listed below, or in the price schedule:

Not Applicable

Installation, Deinstallation, Reinstallation

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

b. Operating And Maintenance Manuals

The Contractor shall furnish the Government with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. Inspection/Acceptance

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

6. Warranty

- a. Unless specified otherwise in this contract, the Contractor’s standard commercial warranty as stated in the contract’s commercial pricelist will apply to this contract.
 Limited Warranty - AssetWorks warrants the media on which Software is furnished to be free from defects in material and workmanship, under normal use, for a period of 90 days following the date of delivery to you.
 Customer Remedies - In the event of defects, the sole liability of the AssetWorks shall be to replace the defective media, which has been returned with your dated invoice and explanation of the defect. Any replacement Software will be warranted for the remainder of the original Limited Warranty period.
 No other warranties – Neither AssetWorks nor its suppliers warrant that the software will operate without error or interruption. Except for the express limited warranty, and disclaims all other warranties with respect to the software either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights.
 Limitation of Liability - Neither AssetWorks nor its suppliers shall be liable for any direct, indirect, punitive, special, incidental, consequential or any other damages of any kind, or relating to, including without limitation, damages for loss of profits, whether in an action under contract, tort (including negligence) or otherwise arising out of the delivery, performance or use of the software, even if AssetWorks is expressly advised of the possibility of such damages. In no event will AssetWorks’ or its suppliers' liability for any claim, whether in contract, tort, or any other theory of liability, exceed the license fee paid. Some jurisdictions do not allow the exclusion of or limitation of liability for incidental or consequential damages, so the above limitations may not apply.
 U.S. Government End User - Where the U.S. Government is the end user, the terms of this Agreement shall be binding on the U.S. Government consistent with Federal Acquisition Regulation 12.212.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087-1805

7. Purchase Price For Ordered Equipment

The purchase price that the Government will be charged will be the Government purchase price in effect at the time of order placement, or the Government purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. Responsibilities Of The Contractor

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

9. Trade-In Of Information Technology Equipment

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

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND REPAIR PARTS/SPARE PARTS (SPECIAL ITEM NUMBER 811212)

1. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

2. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
- (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
- (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
- (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 811212 (or outside the scope of this contract).

4. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

5. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

6. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated TBD, at a discount of (see GSA pricelist for discount information)% from such listed prices.

7. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year.

8. INVOICES AND PAYMENTS

Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO
SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND SOFTWARE
MAINTENANCE SERVICES (SPECIAL ITEM NUMBER 54151)**

1. INSPECTION/ACCEPTANCE

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

2. COMMERCIAL SUPPLIER AGREEMENTS

Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements. The Contractor shall provide all Commercial Supplier Agreements to include Enterprise User License Agreements or Terms of Service (TOS) agreements in an editable Microsoft Office (Word) format for review prior to award. The GSA approved EULA begins on page 14 of this document.

3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
Warranty:
Ninety (90) day warranty, begins on the date of product installation at the customer site.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the Ordering activity, shall provide a hot line technical support number for software (610) 687-9202 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm EST. The hotline technical support number for Facility Software is (800) 268-0324 and is available from 7:00am to 7:00pm Central Time.

5. SOFTWARE MAINTENANCE

- a. Software maintenance service shall include the following:
Program updates and enhancements as well as an extended warranty for the software.
Software maintenance is 20% of the license fee per year. Software maintenance is for year one only. All additional maintenance years are available outside the scope of the GSA Schedule Contract.

- 1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace.

No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics. Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

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

2. Software Maintenance as a Service (SIN 54151)

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

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

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

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

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Contractor does not offer conversion from term license to perpetual license.

8. TERM LICENSE CESSATION

Contractor does not offer term license cessation.

9. UTILIZATION LIMITATIONS - (511210 AND 54151)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the Ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by agency. An agency is defined as a cabinet level or independent agency. The software may be used by any subdivision of the agency (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one agency's site. This would allow other agencies access to one agency's database. For Ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user agency will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user agency's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user agency.
 - (3) Except as is provided in paragraph 8.b(2) above, the Ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the Ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the Ordering activity to use software, documentation, or information therein, which the Ordering activity may already have or obtains without restrictions.
 - (4) The Ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the Ordering activity has the right to transfer the software to another site if the Ordering activity site for which it is acquired is deemed to be unsafe for Ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
 - (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (511210)

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

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

12. RIGHT-TO-COPY PRICING

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

Software is CPU specific, however, if a designated CPU becomes temporarily inoperative the software may be used on another computer. Use of the Software on other computers of Customer required additional fees. The fee for multiple copies will be 50% of the original cost. Software provided by AssetWorks, LLC, in machine readable form may be copied by Customer for use with the designated computer to the extent necessary for archive or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY
TRAINING (SPECIAL ITEM NUMBER 611420)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend unless otherwise stated in each individual Products Lines' product specific Terms and Conditions. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge unless otherwise stated in each individual Product Lines' product specific Terms and Conditions. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions, unless otherwise stated in each individual Product Lines' product specific Terms and Conditions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity’s location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. “NO CHARGE” TRAINING

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

Not applicable

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)**

1. SCOPE

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

2. PERFORMANCE INCENTIVES

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days

after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

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

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

- a. Definitions.
“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering activity, ordering offices may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate I (APR 1984) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), Alternate II (DEC 2002) applies to labor-hour orders placed under this contract.

13. RESUMES

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

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

Please refer to the attached Professional Information Technology Labor Category Descriptions and GSA pricing.

17. EQUIVALENCY

AssetWorks, LLC, reserves the right to make the following substitutions in the education and/or experience requirements of any of the service skill categories set forth herein.

1. One (1) year experience is the equivalent of (1) year of education.
2. One (1) year of education is the equivalent of one (1) year of experience.
3. Certification related to the technology is equivalent to two (2) years of the experience/education requirement.

GSA APPROVED**SOFTWARE LICENSE
AND RELATED HARDWARE PURCHASE AGREEMENT**

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software License Agreement ("Agreement") is made as of the date on the Order Form ("Effective Date") by and between AssetWorks LLC, a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 ("AssetWorks"), and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.21, as may be revised from time to time) ("Customer"). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

HARDWARE PURCHASE AND SOFTWARE LICENSE

- A. Customer shall purchase the hardware listed on Schedule 1, if any. Title to the hardware shall pass upon shipment.
- B. AssetWorks grants to Customer a non-exclusive, perpetual (subject to Article V) non-transferable license for the number of units specified in Schedule 1 to make use of the software specified on the Order Form (herein "Software") on the Customer's database servers and application servers ("Environment"). Except as provided above, use of Software in excess of limits defined in on the Order Form or other than on the Environment requires additional fees. Customer's license is to use the Software in its own business; Customer has no right to use the Software in processing work for third parties.
- C. Customer shall have the right to use only one copy or image of the Software for production purposes to manage up to the number of Active Equipment Units identified in the Order Form and shall not copy or use the Software for any other purpose except (i) for archival purposes, (ii) in connection with a disaster recovery program, and (iii) for the purpose of testing the operation of the Software, provided such testing copy shall not be used in a live production environment. Customer may increase the number of authorized Active Equipment Units by executing a subsequent Order Form and agreeing to pay in full the applicable fees. Upon signing the subsequent Order Form and agreeing to pay in full the applicable fees, Customer shall have the right to monitor the revised number of Active Equipment Units as set forth in the subsequent Order Form. "Active Equipment Unit" shall mean any in service unit to which work orders, fuel tickets, or usage tickets are posted.
- D. If any third party software is provided to Customer pursuant to this Agreement, such license shall be in accordance with terms set forth in the Order Form.
- E. Source Code shall mean software in human-readable form, including all appropriate programmer's comments, data files and structures, header and include files, macros, make files, object libraries, programming tools not commercially available, technical specifications, flowcharts and logic diagrams, schematics, annotations and documentation reasonably required or necessary to enable a competent independent third party programmer to create, operate, maintain, modify and improve such software without the help of any other person, and with data files containing Source Code in standard ASCII format readable by a text editor.
- F. Except as expressly authorized under this Agreement, Customer shall not (i) sell, rent, lease, timeshare, encumber, license, sublicense, transfer or assign the Software or Documentation; (ii) attempt to decompile, disassemble or reverse engineer the Software in whole or in part, or otherwise attempt to derive the Source Code of the software.

FEES AND PAYMENTS

Customer shall pay AssetWorks the fees specified in the ordering document. All other terms and conditions of fees and payment are located in the GSA Schedule contract.

NON-DISCLOSURE

- A. Except as required by law, and subject to the other paragraphs in this Article III, Customer agrees that the Software shall be held in confidence by Customer and shall not be disclosed to others without the prior written consent of AssetWorks, which may be withheld by AssetWorks in its sole discretion. This obligation to hold confidential does not apply to any portion of the Software (1) developed by Customer and in Customer's possession prior to the receipt of same from AssetWorks; (2) which at the time of disclosure is part of the public domain through no act or failure to act by Customer; or (3) which is lawfully disclosed to Customer without restriction on further disclosure by another party who did not acquire same from AssetWorks.
- B. AssetWorks provides documentation for the Software electronically. The Customer may copy, in whole or in part, any such documentation relative to the Software for Customer's internal use consistent with this Agreement.
- C. Customer's records with regard to use of the Software shall be made available to AssetWorks at all reasonable times at AssetWorks' request to audit Customer's compliance with this Agreement, and Customer shall certify to the truth and accuracy of such records.

WARRANTIES AND LIMITATION OF LIABILITY

- A. Hardware purchased under this Agreement has a limited one year warranty. This limited hardware warranty covers defects in materials and workmanship in hardware products. The warranty does not cover external causes such as accident, abuse, misuse, or problems with electrical power, servicing not authorized by AssetWorks, usage that is not in accordance with product instructions, failure to follow the product instructions or failure to perform preventive maintenance and normal wear and tear. ASSETWORKS'S RESPONSIBILITY FOR DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED HEREIN FOR HARDWARE, ASSETWORKS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT. ASSETWORKS EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. 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 Disputes Act, 41 U.S.C. 7101-7109.
- B. AssetWorks represents that it has the right to license the Software to Customer as provided in Article I. AssetWorks further represents that the Software will conform to the description contained in the documentation provided or published by AssetWorks ("Documentation") but, except as provided in this Article IV, AssetWorks makes no other representations, warranty, or guarantees, express or implied, with respect to the accuracy, completeness, or usefulness of the Software, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event the Software fails to conform to the description contained in the Documentation, AssetWorks' sole obligation shall be to correct the errors. This limited warranty is in lieu of all liabilities or obligations of AssetWorks for damages arising out of or in connection with the delivery, use or performance of the Software.
- C. AssetWorks does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any mobile or wireless network, or any information stored in any system connected to the internet or to any mobile or wireless network. AssetWorks shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet or of any mobile or wireless network.
- D. AssetWorks will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to Customer's use of the Software insofar as such Software may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.
- E. AssetWorks will defend, at its own expense, any action brought against Customer to the extent that it is based on a claim that the Software supplied by AssetWorks infringes a United States patent or copyright, and AssetWorks will pay those costs and damages finally awarded against Customer in any such action that are attributable to any such claim; provided, such defense and payments are conditioned on the following: (1) that AssetWorks shall be promptly notified in writing by Customer following its receipt of any such claim; (2) that AssetWorks shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; (3) should

the Software become, or in AssetWorks' opinion is likely to become, the subject of a claim of infringement of a United States patent or copyright, then Customer shall permit AssetWorks, at its option and expense, either to (A) procure for Customer a non-infringing license to use the Software; (B) modify the Software so that it becomes non-infringing; (C) procure for Customer a depreciated credit for the Software and accept its return. Depreciation shall be an equal amount per year over the lifetime of the Software, which the parties agree shall be five (5) years. AssetWorks shall have no liability to Customer under any provision of this clause with respect to any claim of patent or copyright infringement that is based on Customer's unauthorized use or combination of the Software with software or data not supplied by AssetWorks as part of the Software. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

- F. Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the amount of fees paid to AssetWorks for either the Software License or Hardware from which the claim arose. Nothing contained herein shall impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this agreement shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).
- G. In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions may not allow the waiver of consequential damages, so this section will not apply if prohibited or inconsistent with law. The warranty period for the Software shall extend for a period of 90 days from the date of delivery of the Software but in no event later than one year from the date of execution of this Agreement. During the warranty period, in the event that the Customer encounters an error and/or malfunction whereby the Software does not conform to the description in the Documentation, AssetWorks will respond as follows:
1. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists an error or nonconformance to the Documentation, AssetWorks will take such steps as are reasonably required to correct the error with due dispatch.
 2. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, the error or nonconformance to the Documentation does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the error and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.

TERMINATION

- A. This agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.
- B. All Software and Documentation shall be and will remain the property of AssetWorks. Upon termination of this Agreement, whatever the reason, such Software and Documentation and any copies thereof made by Customer pursuant to Article III B and C shall be promptly returned to AssetWorks.

ASSIGNMENT

Neither party may assign this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. In the event of an internal corporate reorganization, AssetWorks shall request a novation or assignment of this agreement in accordance with the procedures set forth in Federal Acquisition Regulation 42.1204.

ENTIRE AGREEMENT

These License Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

SCHEDULES

The Order Form and any additional schedules specified below are hereby incorporated into this Agreement.

GENERAL TERMS

- A. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive for the applicable statute of limitations period.
- B. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- C. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- D. This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.
- E. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices. Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.
- F. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.
- G. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

SOFTWARE MAINTENANCE AGREEMENT

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

FOR AND IN CONSIDERATION of the mutual benefits accruing and expected to accrue hereunder, this Software Maintenance Agreement (“Agreement”), as of the date on the Order Form 2019 (the “Effective Date”), is by and between AssetWorks LLC., a Delaware limited liability company with offices at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 (“AssetWorks”) and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.21, as may be revised from time to time) (hereinafter called “Customer”). Intending to be legally bound, the parties hereby mutually agree to the following terms and conditions:

BACKGROUND

AssetWorks and Customer are parties to a Software License Agreement, pursuant to which Customer has licensed certain software products (“Software” or “Product”) from AssetWorks.

The Software paid-up license fee includes a warranty without charge as set forth in the Software License Agreement.

The purpose of this Agreement is to set forth the terms and conditions upon which Customer has agreed to subscribe to support and maintenance for the Software (“Maintenance”) from AssetWorks.

TERMS AND CONDITIONS

Term

Maintenance shall commence immediately upon the Effective Date and shall have a term of twelve (12) months.

Correction of Deviations

In the event that the Customer encounters an error and/or malfunction (“Deviation”) in the Software, it shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:

- a. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks’ normal Software revision schedule.
- b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer there exists a Deviation that does constitute a serious impediment to the normal, intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation.

Software Revisions and New Versions

- a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter “Revisions”). Revisions shall be of two kinds:
 - i. Revisions that the Customer is obliged to implement (“Mandatory Revisions”);
 - ii. Revisions that may be implemented by the Customer at its option (“Optional Revisions”).
 - iii. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions while under a current Maintenance Agreement.

- b. New products ("New Products") may be added to the Software by AssetWorks from time to time. Compared to a Revision, New Products substantially improve the performance of the Software and/or substantially increase its functionality and capability. AssetWorks, in its sole discretion, shall decide which upgrades and improvements will be issued as Revisions without charge and which shall be issued as New Products for which there may be a charge.

Telephone Hotline Assistance

AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests, Monday through Friday, excluding State holidays, during normal business hours, that may be made by the Customer relating to the application and operation of the Software. At other times such personnel are available by pager for emergencies.

Technical Literature

AssetWorks shall make available to the Customer all technical literature in electronic format that is considered by AssetWorks to be relevant to the Software and its use within the scope of Customer's operations.

Transmission

All Revisions and New Products will be made available for download by the Customer via access to the AssetWorks website or other suitable media, at the option of AssetWorks. The Customer shall be solely responsible for executing the appropriate instructions in order to transfer the Revisions or New Products onto its system.

Remote Diagnostic Access

The Customer shall provide appropriate remote access capabilities with which AssetWorks may, with the permission of the Customer, remotely access the Software for the purpose of remote diagnostics and support.

Proper Use

- a. Customer shall not modify the Software or Source Code as defined in the Software License Agreement unless specifically authorized by AssetWorks in writing.
- b. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused or modified without the express written permission of AssetWorks.
- c. In the event that the Customer or its agents misuses or modifies the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software, although AssetWorks is not obligated to correct such misuse.

In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the discretion of Assetworks. Software Maintenance Fee – Paid Up License

In consideration of the Maintenance services to be provided by AssetWorks for the initial twelve month period hereunder, Customer shall pay to AssetWorks an agreed-to amount set forth on Exhibit A.

Additional Software Maintenance Fee – Paid Up License

In the event the Customer acquires AssetWorks Software licenses in addition to the Software that indicated in the Order Form of the Software License Agreement (the "Additional Software"), Customer shall agree to extend the Maintenance to cover the Additional Software, and the Customer shall agree to pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software at the time of acquisition.

Other Fees and Expenses

If onsite maintenance is required, Customer may agree to pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid after the expenses are incurred.

Payment Terms

Terms and conditions of fees and payment are located in the GSA Schedule contract.

Default and Termination

This Agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.

Limitation of Liability

Customer agrees that AssetWorks' total liability to Customer for any and all damages whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed fees paid to AssetWorks for software maintenance directly related to this Agreement in the 12 months preceding the date on which the claim arose.

In no event shall AssetWorks be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if AssetWorks has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose or the existence of any other limited remedy.

c. This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

General Terms

- a. Neither AssetWorks nor Customer will assign or transfer its interest in this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. In the event of an internal corporate reorganization, Assetworks shall request a novation or assignment of this agreement in accordance with the procedures set forth in Federal Acquisition Regulation 42.1204.
- b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.
- c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.
- d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.
- e. This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.
- f. Any communication or notice hereunder must be in writing, and will be deemed given and effective: (i) when delivered personally with proof of receipt; (ii) when sent by e-mail; (iii) when delivered by overnight express; or (iv) three (3) days after the postmark date when mailed by certified or registered mail, postage prepaid, return receipt requested and addressed to a party at its address for notices.

Each party's address for notices is stated on the Order Form. Such address may be changed by a notice delivered to the other party in accordance with the provisions of this Section.

- g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.
- h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.
- i. This Agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s).

PROFESSIONAL SERVICES AGREEMENT

To the extent the terms of this License Agreement conflict with the terms of the GSA Schedule contract, the terms of the GSA Schedule contract will prevail.

This Professional Services Agreement (“Agreement”), is effective as of the date on the Order Form (“Effective Date”), by and between AssetWorks LLC (“AssetWorks”), a Delaware limited liability corporation with offices located at 998 Old Eagle School Road, Wayne, Pennsylvania, 19087 and an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time) (“Customer”).

WHEREAS, Customer requires professional services; and

WHEREAS, AssetWorks is willing to provide such services.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Services / Statement of Work

AssetWorks will perform the professional services (“Services”) described in the Scope of Work hereto as Exhibit A (“Scope of Work”). The terms of this Agreement shall control any Additional Scopes of Work that may be executed by the parties during the Term of this Agreement. No Statement of Work shall be of any force and effect unless and until executed by both AssetWorks and Customer.

2. Effective Date; Term

This Agreement shall be effective until the Agreement has been terminated in accordance with the GSA schedule contract.

3. Price and Payment Terms

- a. Each Statement of Work will either be on a time and material basis or a fixed price basis, specified in the Statement of Work. The Statement of Work may or may not include a definitive list of “Deliverables” that must be completed by AssetWorks. In some instances, the Statement of Work will include a date by which “Deliverables” must be completed.
- b. In the event that Services result in greater AssetWorks duties than contemplated by the Statement of Work, Customer will work closely and in good faith with AssetWorks to modify the Statement of Work to ensure that the Customer’s requirements are addressed and AssetWorks’ fees shall be reasonably adjusted to reflect increased Customer requirements.
- c. Customer may agree to pay reasonable travel and living expenses of AssetWorks’ employees or agents, which shall be billed and paid after the expenses are incurred.
- d. Terms and conditions of fees and payment are located in the GSA Schedule contract.
- e. Custom modules, interfaces and other software can be placed under the AssetWorks Software Maintenance program. The cost for software maintenance is typically 20% of the cost of the custom build annually.
- f. Bill to Address. The invoice will be mailed to the Customer address at the top of this Agreement unless otherwise indicated in the Statement of Work.

4. Resources to be Provided by Customer

- a. Customer shall provide, maintain and make available to AssetWorks, at Customer’s expense and in a timely manner, the resources described in this section 4, the Statement of Work, and such other additional resources as AssetWorks may from time to time reasonably request in connection with AssetWorks performance of the Services. Delays in the provision of these resources may result in delays in the performance of the Services, or an increase in the Price.

- b. Customer will designate qualified Customer personnel or representatives to consult with AssetWorks on a regular basis in connection with the Services. Customer will furnish such documentation and other information as is reasonably necessary to perform the Services.
- c. Customer shall furnish access to Customer's premises, and appropriate workspace for any AssetWorks personnel working at Customer's premises, as necessary for performance of those portions of the Services to be performed at Customer's premises.
- d. Customer shall meet all assumptions noted on the Statement of Work.

5. Relationship of the Parties

The parties are independent contractors and under no circumstances will either be deemed to be an agent, partner, legal representative, employee or joint venture partner of the other party.

6. Subcontractors

AssetWorks may engage subcontractors to assist in performing Services without the prior written consent of Customer; provided, AssetWorks shall supervise such sub-contractors and the Services performed by them to the same extent as if AssetWorks performed the work.

7. Confidentiality

- a. Because either party may have access to information of the other party that the other party considers to be confidential or proprietary ("Confidential Information"), each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement and any applicable Statement of Work. Nothing herein will be deemed to restrict a party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations.
- b. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing party; (iii) the disclosing party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency or court subpoena, provided the recipient promptly notifies the disclosing party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief.

8. Intellectual Property

- a. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
- b. The Services performed, code developed and any Intellectual Property produced pursuant to this Agreement are not "works for hire."
- c. As used herein, "Intellectual Property" shall mean inventions (whether or not patentable), works of authorship, trade secrets, copyright, techniques, know-how, ideas, concepts, algorithms, and other intellectual property incorporated into any Statement of Work or Deliverable whether or not first created or developed by AssetWorks in providing the Services.

9. Non-Solicitation

During the term of this Agreement, and for one year thereafter, neither party will solicit the employment of, or contract for the services of, any person who is/was an employee, agent, or subcontractor of the other party during the term of this Agreement. Nothing in this section shall prohibit either party from placing a bona fide public advertisement for employment which is not specifically targeted at a Party's employees and neither Party shall be restricted from hiring

any such person who responds to any such general solicitation or public advertisement so long as no solicitation of such person has occurred.

10. Termination

This agreement may be terminated in accordance with Federal Acquisition Regulation 52.212-4(l) and (m) and 52.233-1.

11. Effect of Termination

The Terms of this Agreement shall survive for any Statement of Work which is still pending at the time of termination until the conclusion of the Statement of Work.

12. Indemnification

AssetWorks agrees to defend and indemnify Customer from and against third party claims, judgments, and awards, as well as the reasonable costs related thereto (hereinafter collectively referred to as "Damages") to the extent such Damages result from the gross negligence or willful acts or omissions of AssetWorks occurring in the performance of its obligations hereunder. AssetWorks shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of any third party, Customer its employees, consultants or agents.

Indemnification is conditioned on the following: (1) that the indemnifying party shall be promptly notified in writing by the indemnified party following its receipt of any such claim; (2) that the indemnifying party shall have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise and (3) that the total indemnification obligation, including reasonable attorney's fees and costs, is limited to \$250,000.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

13. Limited Warranty

- a. AssetWorks warrants that the Services provided under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty, provided Customer has delivered to AssetWorks timely notice of such breach as hereinafter required, AssetWorks shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to Customer that portion of the Price received by AssetWorks attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless Customer has delivered to AssetWorks written notice specifying in detail the non-conformities within 90 days after performance of the non-conforming Services or tender of the non-conforming Deliverables. The remedy set forth in this section 10(a) is the sole and exclusive remedy for breach of the foregoing warranty.
- b. **ASSETWORKS SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS.**
- c. Customer represents and warrants to AssetWorks that Customer has the right to use and furnish to AssetWorks for AssetWorks use in connection with this Agreement any information, specifications, data or Intellectual Property that Customer has provided or will provide to AssetWorks in order for AssetWorks to perform the Services and to create the Deliverables identified in Exhibit A.
- d. 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 Disputes Act, 41 U.S.C. 7101-7109.

14. Limitation of Liability

- a. Customer hereby agrees that AssetWorks total liability to Customer for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the fees paid to AssetWorks during the previous 12-month period under the specific Statement of Work under which the claim arose, or, only if the claim did not arise under a Specific Statement of Work, the fees paid to AssetWorks during the previous 12-month period. The parties acknowledge and agree to the foregoing liability risk allocation. Any claim by Customer against AssetWorks relating to this Agreement must be made in writing and presented to AssetWorks within six (6) months after the date on which this Agreement expires or is otherwise terminated.
- b. In no event shall either AssetWorks nor Customer be liable to the other for any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even if the parties have been advised of the possibility of such damages or loss and notwithstanding any failure of essential purpose of any limited remedy.
- c. This Agreement shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).

15. Notices

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such person and address as may be designated from time to time by the relevant party, which initially shall be the address set forth on the Order Form:

16. Insurance

AssetWorks shall maintain the following insurance during the term of this Agreement:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, with limits not less than \$1,000,000 per claim and in the aggregate.

17. Non-Waiver of Rights

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

18. Rights and Remedies Not Exclusive

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

19. Severability

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

20. Assignment

Neither party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, AssetWorks may without violation of this paragraph engage the services of independent contractors to assist in the performance of its duties hereunder.

21. Governing Law

This Agreement, including its interpretation and enforcement, will be governed by the federal laws of the United States.

22. Interpretation

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

23. Disputes

All disputes relating to these License Terms are subject to Federal Acquisition Regulation 52.233-1.

24. Multiple Copies or Counterparts of Agreement

This Agreement and any Statement of Work may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of the counterparts.

25. Force Majeure

Neither party shall be liable for any failure of or delay in performance of its obligations under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

26. Relationship of Parties

AssetWorks is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and Customer.

27. Third Party Beneficiaries

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

28. Waiver or Modification

No provision of the Agreement may be waived or modified unless in writing specifically referencing this Agreement and signed by representatives of both parties against whom enforcement of the purported modification or waiver is sought. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

29. Entire Agreement: Conflicting Provisions

30. These Professional Services Terms constitute an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). Authorization

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement.

31. Survival

All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

LABOR CATEGORY DESCRIPTIONS

Labor Category Title: Fleet/Facilities Software Program Manager

Functional Responsibilities: Manages the implementation effort for many customers. This includes planning and coordinating both AssetWorks and customer activities to ensure that the goals and objectives of the implementation are accomplished within the defined time and funding parameters. Is fiscally responsible for achieving budgetary goals of the project. Consults with customers on the integration of Facility/FleetFocus products and the customer's standard operating procedures. Defines system interfaces, data conversion requirements, and software modifications required to support the customer's implementation requirements. Performs and/or supervises personnel in complex variance verifications, release testing and customer specific beta software support.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Project Manager

Functional Responsibilities: Serves as the primary contact with customer and works closely with other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures; program modifications, data interface programs; data conversion coding requirements; and variance verification. Coordinates with Customer to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software System Architect

Functional Responsibilities: Lead the overall design and development effort from a technical and functional perspective. Responsible for architectural underpinnings of the application and maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 10 years of experience

Labor Category Title: Fleet/Facilities Software Sr Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Developer

Functional Responsibilities: Maintenance of the AssetWorks software product codes and extension of the product. Serves as a technical resource to the AssetWorks Customer Support Staff, Project Manager and Program Manager in the resolution of customer issues with data conversion and product functionality. Reviews functional and technical specifications for custom interfaces as well as requirement analysis documentation for custom software. Executes the production and maintenance of software specifications and technical documentation of developed code. Performs other duties as may be assigned by management.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fleet/Facilities Software Sr Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 7 years of experience

Labor Category Title: Fleet/Facilities Software Implementation Specialist

Functional Responsibilities: Working with customers on-site and remotely to provide software training to personnel involved with the software - directors, supervisors, administrative personnel, craftsmen, and shop workers. Prepares and customizes documentation for classroom presentation. Develops class curriculum, workshops and new class offerings. Leads customers in implementing best practices and new workflows. Provides technical assistance to customers as needed.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Installation Engineer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fleet/Facilities Software Documentation Specialist

Functional Responsibilities: Prepare technical and complex documentation in support of the product or engagement under the direction of the Project Manager.

Minimum Education/Experience: Bachelor's and 3 years of experience

Labor Category Title: Fuel Program Manager

Functional Responsibilities: Serves as primary contact with customer and manages other staff on a variety of tasks to ensure successful implementation of the project plan including: analysis of customer work flow and standard operating procedures. Coordinates with Customer Project Manager to deliver training activities associated with the implementation. Prepares project plans, implementation schedules, customer status reports, trip reports, expense reports and travel schedules. Troubleshoots all aspects of the project plan and communicates regularly with the Customer Project Manager on status of the implementation.

Minimum Education/Experience: Bachelor's and 2 years of experience

Labor Category Title: Fuel Software Installer/Trainer

Functional Responsibilities: Supports the Project Manager in working with the customer during the installation of the AssetWorks software. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues. Provides classroom or field based training to customers.

Minimum Education/Experience: Bachelor's and 1 year of experience

Labor Category Title: Fuel Master Technician

Functional Responsibilities: Supports the Project Manager in performing the physical installation of the FuelFocus System hardware. Acts as liaison between Project Manager and outside contractors for site readiness. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Approved Service Representative and 5 years of experience

Labor Category Title: Fuel Technician Helper

Functional Responsibilities: Performs various tasks using appropriate equipment to assist Master Technician in technical and non-technical functions related to system installation. Supports the Project Manager and Master Technician in performing the physical installation of the FuelFocus System hardware in vehicles. Works closely with other AssetWorks and customer staff on a variety of tasks to ensure successful implementation. Assists in the troubleshooting of all installation tasks and related issues.

Minimum Education/Experience: Vocational Diploma and 1 year of experience

LABOR PRICING

SIN	Labor Category	GSA Price
54151S	Fleet/Facilities Software Program Manager	\$221.03
54151S	Fleet/Facilities Software Sr Project Manager	\$201.39
54151S	Fleet/Facilities Software Project Manager	\$186.65
54151S	Fleet/Facilities Software System Architect	\$221.03
54151S	Fleet/Facilities Software Sr Developer	\$186.65
54151S	Fleet/Facilities Software Developer	\$171.91
54151S	Fleet/Facilities Software Sr Implementation Specialist	\$221.03
54151S	Fleet/Facilities Software Implementation Specialist	\$191.56
54151S	Fleet/Facilities Software Installation Engineer	\$191.56
54151S	Fleet/Facilities Software Documentation Specialist	\$132.62
54151S	Fuel Program Manager	\$196.47
54151S	Fuel Software Installer/Trainer	\$196.47
54151S	Fuel Master Technician	\$181.74
54151S	Fuel Technician Helper	\$147.36