

**FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICELIST  
MULTIPLE AWARD SCHEDULE (MAS)**

**SIN 33411: Purchasing of New Electronic Equipment**

**SIN 811212: Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**

**SIN 511210: Software Licenses**

**SIN 54151: Software Maintenance Services**

**SIN 541370GEO: Earth Observation Solutions**

**SIN 54151S: Information Technology Professional Services**

**SIN ANCILLARY: Ancillary Supplies and Services**

**SIN OLM: Order-Level Materials (OLM)**

**BAE Systems Information & Electronic Systems Integration Inc.  
10920 Technology Place  
San Diego, CA 92127  
Contract Administrator: Tisha Martz  
Email: [tisha.martz@baesystems.com](mailto:tisha.martz@baesystems.com)  
Phone: 858-675-1871  
[www.baesystems.com](http://www.baesystems.com)**

**Contract Number: GS-35F-351DA  
Business Size: Other Than Small  
Period Covered by Contract: June 8, 2016 Through June 7, 2026  
Price List Current Through Modification #34, Effective February 25, 2021**

**General Services Administration  
Federal Supply Service**

Products and ordering information in this Authorized FSS Multiple Award Schedule Price List are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

**INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

1a. Table of awarded Special Item Numbers:

<b>SIN</b>	<b>Description</b>
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
541370GEO	Earth Observation Solutions
54151S	Information Technology Professional Services
ANCILLARY	Ancillary Supplies and Services
OLM	Order-Level Materials (OLM)

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

<b>SIN</b>	<b>Lowest Price Part Number</b>	<b>GSA Price</b>
33411	See Attached Price List	See Attached Price List
811212	See Attached Price List	See Attached Price List
511210	See Attached Price List	See Attached Price List
54151	See Attached Price List	See Attached Price List
541370GEO	See Attached Price List	See Attached Price List
54151S	See Attached Price List	See Attached Price List
ANCILLARY	See Attached Price List	See Attached Price List
OLM	N/A	N/A

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: See Attached Price List

2. Maximum order:

- Special Item Number 33411 - Purchasing of New Electronic Equipment: \$500,000
- Special Item Number 811212 - Maintenance of Equipment, Repair Services and/or Repair/Spare Parts: \$500,000
- Special Item Number 511210 - Software Licenses: \$500,000
- Special Item Number 54151 - Software Maintenance Services: \$500,000
- Special Item Number 541370GEO - Earth Observation Solutions: \$1,000,000
- Special Item Number 54151S - Information Technology Professional Services: \$500,000
- Special Item Number ANCILLARY - Ancillary Supplies and Services: \$250,000
- Special Item Number OLM - Order-Level Materials (OLM): \$250,000

3. Minimum order: \$100.00

4. Geographic coverage: 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: U.S. and Australia

6. Discount from list prices or statement of net price: All pricing represents net prices, discount deducted.

7. Quantity discounts, single shipment to single location: None

8. Prompt payment terms: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items: All products are TAA compliant

10a. Time of delivery:

33411	30 Days ARO
811212	As Negotiated
511210	30 Days ARO
54151	As Negotiated
541370GEO	As Negotiated
54151S	As Negotiated
ANCILLARY	As Negotiated
OLM	As Negotiated

10b. Expedited Delivery: Is offered and will be negotiated on the Task Order level. When expedited delivery is required, the Contractor will invoice the agency the difference between Standard Delivery and Expedited Delivery.

10c. Overnight and 2-day delivery: Same as 11b

10d. Urgent Requirements: Same as 11b

11. F.O.B. point: Destination

12a. Ordering address: BAE Systems Information & Electronic Systems Integration, Inc.  
10920 Technology Place  
San Diego, CA 92127

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

13. Payment address: BAE Systems Information & Electronic Systems Integration, Inc.  
10920 Technology Place  
San Diego, CA 92127

14. Warranty provision: Standard Commercial Warranty

15. Export packing charges: Not Applicable

16. Terms and conditions of rental, maintenance, and repair: See Terms and Conditions contained herein

17. Terms and conditions of installation: See Terms and Conditions contained herein

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: None

18b. Terms and conditions for any other services: See Terms and Conditions contained herein

19. List of service and distribution points: See Attached Price List

20. List of participating dealers: Not Applicable

21. Preventive maintenance: See Attached Price List

22a. Special attributes such as environmental attributes: Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/): Contact your representative directly for further information.

23. Data Universal Number System (DUNS) number: 080119028

24. BAE Systems Information & Electronic Systems Integration, Inc. is registered in the System for Award Management (SAM) database. CAGE Code: 12436

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

### **1. MATERIAL AND WORKMANSHIP**

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

### **2. ORDER**

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

### **3. TRANSPORTATION OF EQUIPMENT**

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

### **4. INSTALLATION AND TECHNICAL SERVICES**

a. INSTALLATION. When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: NONE

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received 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 requirement of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411 or SIN 33411REF.

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

### **5. INSPECTION/ACCEPTANCE**

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

### **6. WARRANTY**

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

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: GXP: 10920 Technology Place, San Diego, California 92127; CSP 4721 Emperor Blvd, Suite 330, Durham, North Carolina 27703

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

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

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

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

**1. SERVICE AREAS**

Repair services are performed at the Contractor's plant(s) listed below:

GXP: 10920 Technology Place, San Diego, California 92127

CSP 4721 Emperor Blvd, Suite 330, Durham, North Carolina 27703

**2. MAINTENANCE ORDER**

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 811212). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. 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.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

**4. 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.

## **5. 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).

## **6. 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.

c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

a. 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.

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

## **8. MAINTENANCE RATE PROVISIONS**

The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

## **9. REPAIR SERVICE RATE PROVISIONS**

BAE does not offer Repair services. All products are covered for 1 year under the standard warranty. Outside of the warranty period, Ordering Activities must purchase a maintenance plan.

## **10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

Not applicable

## **11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

Not applicable

## **12. INVOICES AND PAYMENTS**

### Maintenance Service

(1) 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.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

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

See Attached

**3. GUARANTEE/WARRANTY**

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

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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 877-856-2472 for CSP Products and number 800-316-9645 for GXP Products for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00-5:00 eastern standard time.

**5. SOFTWARE MAINTENANCE**

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

(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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics. 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 31U.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 MAINTENANCE (SIN 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 term maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the 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 activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of term maintenance will be required if the maintenance is to be continued during the subsequent period.

## **7. UTILIZATION LIMITATIONS - (SIN 511210 AND SIN 54151)**

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

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

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

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

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and

who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

#### **8. 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.

#### **9. RIGHT-TO-COPY PRICING**

The Contractor does not offer any Rights-to-Copy.

## TERMS AND CONDITIONS APPLICABLE TO EARTH OBSERVATION SOLUTIONS (EOS) SIN 541370GEO

### 1. SCOPE

a. The terms and conditions stated under Special Item Numbers 541370GEO Earth Observation Solutions apply exclusively to this SIN within the Information Technology Schedule.

b. This SIN is a solutions SIN, which involves services and products to include but not limited to imagery, subscriptions, software, platform and data as a service, and end-to-end data analytics. This SIN provides ordering activities with access to a wide range of Earth Observation Solutions.

c. Earth Observation Solutions provided shall comply with all certifications and industry standards as specified by ordering activity.

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

### 2. INFORMATION ASSURANCE/SECURITY REQUIREMENTS

a. The contractor shall meet information assurance and security requirements in accordance with the ordering activity requirements specified in the order and/or Blanket Purchase Agreement. The ordering activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA) as applicable.

b. The ordering activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, "Standards for Security Categorization of Federal Information and Information Systems") (FIPS 200, "Minimum Security Requirements for Federal Information and Information Systems") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded the SIN shall be capable of meeting at least the minimum-security requirements assigned against a low-impact information system.

c. The ordering activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

d. Ordering activities are responsible for determining any additional information assurance and security related requirements based on the nature of the application and relevant mandates. This may include incorporation of the appropriate security forms (e.g., a DD-254) for any special clearance requirements and indoctrinations, such as Sensitive Compartmented Information (SCI). This may also include DOD Directives cited in specific orders and Blanket Purchase Agreements.

### 3. STANDARDS COMPLIANCE

Vendor suitability for offering solutions through the Earth Observation Solutions SIN must be in accordance with the laws and standards when cited applicable to specific orders and Blanket Purchase Agreements. Offerings shall comply with cited Department of Defense (DoD) standards, Intelligence Community (IC) standards, Open Geospatial Consortium (OGC) standards (<http://www.opengeospatial.org/standards>), and other standards such as <https://nationalmap.gov/standards> stated as applicable in specific orders and Blanket Purchase Agreements.

### 4. ORDER

a. Ordering activities/agencies may use written orders, Electronic Data Interchange (EDI) orders, Blanket Purchase Agreements, individual purchase orders, delivery orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All delivery or task orders are subject to the terms and conditions of the contract. In the event of conflict between an order and the contract, the contract will take precedence.

## **5. PERFORMANCE OF SERVICES**

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of Earth Observation Solutions must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts. All travel will be agreed upon with the client prior to the Contractor's travel.

## **6. 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 product that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming item 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 product, unless the change is due to the defect in the product. For inspection and acceptance, the latest versions in the contract apply of 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS and 552.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS.

## **7. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)/COMMERCIAL SUPPLIER AGREEMENTS (CSAs)**

The Contractor shall provide all EULAs/CSAs in an editable Microsoft Office (Word) format.

## **8. WARRANTY**

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

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

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.

## **9. TECHNICAL SERVICES**

Order Activities, should work directly with the Contractor's designated Project Manager for additional technical services.

## **10. 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 (MAY 2014) Rights in Data – General, may apply. The Contractor shall comply with contract clause (52.204-21) to the Federal Acquisition Regulation (FAR) for the basic safeguarding of contractor information systems that process, store, or transmit Federal data received by the contract in performance of the contract. This includes contract documents and all information generated in the performance of the contract.

### **11. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite services.

12. All work performed under the Earth Observation Solutions SIN shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

### **13. ORGANIZATIONAL CONFLICTS OF INTEREST**

#### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract. “Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor. An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

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

### **14. INVOICES**

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

### **15. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request or as required. The contractor is required to provide personnel meeting the qualifications specified under any labor categories quoted on a Time & Materials order or that form the Firm Fixed Price.

### **16. 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.

### **17. DESCRIPTION OF SERVICES AND PRICING**

See awarded Labor Category Descriptions and Approved hourly rates. Multiple Award Schedule (MAS) is not to be used as a means to procure services which fall under the Brooks Act. The services offered under this SIN shall NOT include construction, alteration of real property or Architect-Engineering (A-E) services as set forth in FAR Part 36. FAR 36.6 distinguishes between mapping services of an A-E nature and mapping services which are not connected nor incidental to the traditionally accepted A-E Services that are allowable on Multiple Award Schedule (MAS).

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY 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 Multiple Award Schedule within the scope of Information Technology.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

**2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

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

**3. ORDER**

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

**4. PERFORMANCE OF SERVICES**

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

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

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

agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

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

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

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

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

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

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

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts 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 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

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

## **9. INDEPENDENT CONTRACTOR**

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

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair

competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

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

#### **11. INVOICES**

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

#### **12. PAYMENTS**

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

a. The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

b. The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

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

#### **13. RESUMES**

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

#### **14. INCIDENTAL SUPPORT COSTS**

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

#### **15. APPROVAL OF SUBCONTRACTS**

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

#### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

See awarded labor categories below (descriptions further down)

**AWARDED LABOR CATEGORIES AND LABOR RATES FOR SINS 54151S AND ANCILLARY**

SIN	Labor Category	6/8/2020 - 6/7/2021	6/8/2021 - 6/7/2022	6/8/2022 - 6/7/2023	6/8/2023 - 6/7/2024	6/8/2024 - 6/7/2025	6/8/2025 - 6/7/2026
54151S	Systems Engineer (Junior Engineer)	\$98.44	\$100.81	\$103.22	\$105.70	\$108.24	\$110.84
54151S	Systems Engineer (Mid-Level Engineer)	\$116.63	\$119.43	\$122.30	\$125.23	\$128.24	\$131.32
54151S	Systems Engineer (Senior Engineer)	\$145.72	\$149.21	\$152.80	\$156.46	\$160.22	\$164.06
54151S	Systems Engineer (Principal Engineer)	\$180.55	\$184.88	\$189.32	\$193.86	\$198.52	\$203.28
54151S	Systems Engineer (Senior Principal Engineer)	\$201.18	\$206.01	\$210.95	\$216.01	\$221.20	\$226.51
54151S	Systems Engineer (Senior Principal Engineer II)	\$246.81	\$252.74	\$258.80	\$265.01	\$271.37	\$277.89
54151S	Systems Engineer (Senior Principal Engineer III)	\$285.09	\$291.93	\$298.94	\$306.11	\$313.46	\$320.98
54151S	Systems Engineer (Enterprise Systems Expert Architect)	\$325.94	\$333.76	\$341.77	\$349.97	\$358.37	\$366.97
54151S	Software Engineer (Junior Engineer)	\$94.95	\$97.23	\$99.56	\$101.95	\$104.40	\$106.90
54151S	Software Engineer (Mid-Level Engineer)	\$123.98	\$126.96	\$130.00	\$133.12	\$136.32	\$139.59
54151S	Software Engineer (Senior Engineer)	\$151.15	\$154.78	\$158.49	\$162.29	\$166.19	\$170.18
54151S	Software Engineer (Principal Engineer)	\$178.33	\$182.61	\$186.99	\$191.48	\$196.07	\$200.78
54151S	Software Engineer (Senior Principal Engineer)	\$204.22	\$209.12	\$214.14	\$219.28	\$224.55	\$229.93
54151S	Software Engineer (Senior Principal Engineer II)	\$245.99	\$251.90	\$257.94	\$264.13	\$270.47	\$276.96
54151S	Software Engineer (Senior Principal Engineer III)	\$285.64	\$292.50	\$299.52	\$306.71	\$314.07	\$321.61
54151S	Cloud Engineer (Junior Engineer)	\$94.95	\$97.23	\$99.56	\$101.95	\$104.40	\$106.90
54151S	Cloud Engineer (Mid-Level Engineer)	\$123.98	\$126.96	\$130.00	\$133.12	\$136.32	\$139.59
54151S	Cloud Engineer (Senior Engineer)	\$151.15	\$154.78	\$158.49	\$162.29	\$166.19	\$170.18
54151S	Cloud Engineer (Principal Engineer)	\$178.33	\$182.61	\$186.99	\$191.48	\$196.07	\$200.78
54151S	Cloud Engineer (Senior Principal Engineer)	\$204.22	\$209.12	\$214.14	\$219.28	\$224.55	\$229.93
54151S	Cloud Engineer (Senior Principal Engineer II)	\$245.99	\$251.90	\$257.94	\$264.13	\$270.47	\$276.96
54151S	Cloud Engineer (Senior Principal Engineer III)	\$285.64	\$292.50	\$299.52	\$306.71	\$314.07	\$321.61
54151S	Geospatial Hardware Engineer (Junior Engineer)	\$98.44	\$100.81	\$103.22	\$105.70	\$108.24	\$110.84
54151S	Geospatial Hardware Engineer (Mid-Level Engineer)	\$116.63	\$119.43	\$122.30	\$125.23	\$128.24	\$131.32

SIN	Labor Category	6/8/2020	6/8/2021	6/8/2022	6/8/2023	6/8/2024	6/8/2025
		- 6/7/2021	- 6/7/2022	- 6/7/2023	- 6/7/2024	- 6/7/2025	- 6/7/2026
54151S	Geospatial Hardware Engineer (Senior Engineer)	\$145.72	\$149.21	\$152.80	\$156.46	\$160.22	\$164.06
54151S	Geospatial Hardware Engineer (Principal Engineer)	\$180.55	\$184.88	\$189.32	\$193.86	\$198.52	\$203.28
54151S	Geospatial Hardware Engineer (Senior Principal Engineer)	\$201.18	\$206.01	\$210.95	\$216.01	\$221.20	\$226.51
54151S	Geospatial Hardware Engineer (Senior Principal Engineer II)	\$246.81	\$252.74	\$258.80	\$265.01	\$271.37	\$277.89

SIN	Labor Category	6/8/2020 -6/7/2021	6/8/2021 -6/7/2022	6/8/2022 -6/7/2023	6/8/2023 -6/7/2024	6/8/2024 -6/7/2025	6/8/2025 -6/7/2026	6/8/2020 -6/7/2021
54151S	Geospatial Hardware Engineer (Senior Principal Engineer III)	\$285.09	\$291.93	\$298.94	\$306.11	\$313.46	\$320.98	\$285.09
54151S	Cyber Security Engineer (Junior Engineer)	\$94.95	\$97.23	\$99.56	\$101.95	\$104.40	\$106.90	\$94.95
54151S	Cyber Security Engineer (Mid-Level Engineer)	\$123.98	\$126.96	\$130.00	\$133.12	\$136.32	\$139.59	\$123.98
54151S	Cyber Security Engineer (Senior Engineer)	\$151.15	\$154.78	\$158.49	\$162.29	\$166.19	\$170.18	\$151.15
54151S	Cyber Security Engineer (Principal Engineer)	\$178.33	\$182.61	\$186.99	\$191.48	\$196.07	\$200.78	\$178.33
54151S	Cyber Security Engineer (Senior Principal Engineer)	\$204.22	\$209.12	\$214.14	\$219.28	\$224.55	\$229.93	\$204.22
54151S	Cyber Security Engineer (Senior Principal Engineer II)	\$245.99	\$251.90	\$257.94	\$264.13	\$270.47	\$276.96	\$245.99
54151S	Cyber Security Engineer (Senior Principal Engineer III)	\$285.64	\$292.50	\$299.52	\$306.71	\$314.07	\$321.61	\$285.64
ANCILLARY	Program Manager I	\$192.39	\$197.00	\$201.73	\$206.57	\$211.53	\$216.61	\$192.39
ANCILLARY	Program Manager II	\$253.78	\$259.87	\$266.11	\$272.50	\$279.04	\$285.73	\$253.78
ANCILLARY	Program Manager IV	\$284.26	\$291.08	\$298.07	\$305.22	\$312.55	\$320.05	\$284.26
ANCILLARY	Contracts/Subcontracts Administrator Junior	\$328.40	\$336.28	\$344.35	\$352.62	\$361.08	\$369.74	\$328.40
ANCILLARY	Contracts/Subcontracts Administrator Mid-Level	\$131.19	\$134.33	\$137.56	\$140.86	\$144.24	\$147.70	\$131.19
ANCILLARY	Contracts/Subcontracts Administrator Senior	\$188.68	\$193.21	\$197.84	\$202.59	\$207.45	\$212.43	\$188.68
ANCILLARY	Program Security Junior	\$333.48	\$341.49	\$349.68	\$358.07	\$366.67	\$375.47	\$333.48
ANCILLARY	Program Security Mid-Level	\$131.19	\$134.33	\$137.56	\$140.86	\$144.24	\$147.70	\$131.19
ANCILLARY	Program Security Senior	\$188.68	\$193.21	\$197.84	\$202.59	\$207.45	\$212.43	\$188.68
ANCILLARY	Finance Junior	\$333.48	\$341.49	\$349.68	\$358.07	\$366.67	\$375.47	\$333.48
ANCILLARY	Finance Mid-Level	\$131.19	\$134.33	\$137.56	\$140.86	\$144.24	\$147.70	\$131.19
ANCILLARY	Finance Senior	\$188.68	\$193.21	\$197.84	\$202.59	\$207.45	\$212.43	\$188.68
ANCILLARY	Configuration and Data Management Junior	\$333.48	\$341.49	\$349.68	\$358.07	\$366.67	\$375.47	\$333.48
ANCILLARY	Configuration and Data Management Mid-Range	\$112.08	\$114.77	\$117.53	\$120.35	\$123.24	\$126.19	\$112.08

SIN	Labor Category	6/8/2020 -	6/8/2021 -	6/8/2022 -	6/8/2023 -	6/8/2024 -	6/8/2025 -	6/8/2020 -
		6/7/2021	6/7/2022	6/7/2023	6/7/2024	6/7/2025	6/7/2026	6/7/2021
ANCILLARY	Scheduling Specialist Junior	\$182.42	\$186.79	\$191.28	\$195.87	\$200.57	\$205.38	\$182.42
ANCILLARY	Scheduling Specialist Mid-Level	\$230.48	\$236.01	\$241.67	\$247.47	\$253.41	\$259.50	\$230.48
ANCILLARY	Scheduling Specialist Senior	\$131.19	\$134.33	\$137.56	\$140.86	\$144.24	\$147.70	\$131.19
541370GEO	Geospatial Technician I	\$188.68	\$193.21	\$197.84	\$202.59	\$207.45	\$212.43	\$188.68
541370GEO	Geospatial Technician II	\$333.48	\$341.49	\$349.68	\$358.07	\$366.67	\$375.47	\$333.48
541370GEO	Geospatial Technician III	\$57.72	\$59.11	\$60.52	\$61.98	\$63.46	\$64.99	\$57.72
541370GEO	Geospatial Analyst I	\$67.68	\$69.31	\$70.97	\$72.68	\$74.42	\$76.21	\$67.68
541370GEO	Geospatial Analyst II	\$85.27	\$87.32	\$89.41	\$91.56	\$93.76	\$96.01	\$85.27
541370GEO	Geospatial Analyst III	\$97.77	\$100.12	\$102.52	\$104.98	\$107.50	\$110.08	\$97.77

## **TERMS AND CONDITIONS APPLICABLE TO ANCILLARY SUPPLIES AND SERVICES (SPECIAL ITEM NUMBER ANCILLARY)**

Non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be offered or purchased separately. Further, non-professional labor categories shall be offered under SIN ANCILLARY only and must be offered in conjunction with professional service SINs.

The Service Contract Labor Standards (SCLS) may be applicable to services offered under SIN ANCILLARY. The following language shall be included at the end or beginning of each detailed position description. "Nonprofessional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.

Ancillary supplies and/or services are support supplies and services which are not within the scope of any other SIN under schedule 70.

Note: Commercially available products under this solicitation may be covered by the Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) programs. For applicable products, offerors are encouraged to offer Energy Star-qualified products and EPEAT-registered products, at the Bronze level or higher. If offerors opt to offer Energy Star or Electronic Product Environmental Assessment Tool (EPEAT) products then they shall identify by model which products offered are Energy Star-qualified and EPEAT-registered, broken out by registration level of bronze, silver, or gold. Visit the Green Procurement Compilation, [sftool.gov/greenprocurement](http://sftool.gov/greenprocurement) for a complete list of products covered by these programs.

**BAE Systems Information & Electronic Systems Integration, Inc.**

**GSA Price List - MAS Products**

MFR PART NO	PRODUCTNAME	PRODUCT DESCRIPTION	UOI	GSA PRICE
ILL301-1	Interactive Link - Data Diode - 100Mb	Interactive Link - Data Diode - 100Mb	Each	\$27,430.73
ILL303/304-1	Interactive Link - Data Diode - 1Gb	Interactive Link - Data Diode - 1Gb	Each	\$102,225.19
ILL310-1	Interactive Link - Data Diode - 10Gb	Interactive Link - Data Diode - 10Gb	Each	\$147,976.32
ILL301-1 M EEW	Interactive Link - Data Diode - 100Mb Enhanced Extended Warranty, 12 month hardware warranty	Interactive Link - Data Diode - 100Mb Enhanced Extended Warranty	Each	\$3,866.90
ILL303/304-1 M EEW	Interactive Link - Data Diode - 1Gb Enhanced Extended Warranty, 12 month hardware warranty	Interactive Link - Data Diode - 1Gb Enhanced Extended Warranty	Each	\$15,324.03
ILL310-1 M EEW	Interactive Link - Data Diode - 10Gb Enhanced Extended Warranty, 12 month hardware warranty	Interactive Link - Data Diode - 10Gb Enhanced Extended Warranty, 12 month hardware warranty	Each	\$23,575.98
1004-C	SOCET GXP Common Geopositioning Services (CGS) Module -C (ITAR)	Allows SOCET GXP to connect to the GOTS CGS Engine for targeting. SOCET GXP GeoElement -C or SOCET GXP GeoAnalysis -C Bundle is required. Requires the CGS GOTS Engine. The CGS GOTS Engine must be acquired from the CGS program office. Contact CGS Government Program Office for CGS GOTS Engine pricing. Certain export restrictions may apply.	Each	\$3,828.72
1004-UE	SOCET GXP Common Geopositioning Services (CGS) interface UE	SOCET GXP Common Geopositioning Services (CGS) interface (UE). Subscription to include upgrades of software releases that occur during Period Of Performance. (POP is one year unless otherwise noted) Phone support is free as a part of the subscription.	Each	\$586.40
3024-C	GXP Xplorer Server -C (ITAR)	GXP Xplorer Server is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. Major features include ability to crawl file directories, catalog, search, filter, upload, download, edit, geotag, chip, view images and other data, federate multiple data sources, and generate reports, via Web browser access. It has built-in and add-on data processing modules. It accesses multiple, disparate data stores and manages many data types, both structured and unstructured – maps, satellite images, airborne tactical images, charts, videos, audio, handheld photos, vectors, terrain, features, PowerPoint® presentations, GeoPDFs and other textual documents. It supports mash-ups and plug-ins from third parties and has an API. It runs on Microsoft® Windows® platforms and in virtual machines that can be administered remotely. One Server supports up to 50 users. For a comprehensive description please visit: <a href="http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer</a>	Each	\$71,788.41
3024-E	GXP Xplorer Server (Exportable)(EAR)	GXP Xplorer Server is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. Major features include ability to crawl file directories, catalog, search, filter, upload, download, edit, geotag, chip, view images and other data, federate multiple data sources, and generate reports, via Web browser access. It has built-in and add-on data processing modules. It accesses multiple, disparate data stores and manages many data types, both structured and unstructured – maps, satellite images, airborne tactical images, charts, videos, audio, handheld photos, vectors, terrain, features, PowerPoint® presentations, GeoPDFs and other textual documents. It supports mash-ups and plug-ins from third parties and has an API. It runs on Microsoft® Windows® platforms and in virtual machines that can be administered remotely. One Server supports up to 50 users. For a comprehensive description please visit: <a href="http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer</a>	Each	\$71,788.41
3024-UE	GXP Xplorer Server UE	GXP Xplorer Server Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$18,324.94

3029-C	GXP Enterprise Ortho Module for Xplorer -C (ITAR)	GXP Enterprise Ortho Module for Xplorer is a flexible and efficient process that removes the geometrical errors or displacement in an image caused by the sensor used to collect the image and the terrain. It makes the scale consistent, allowing map-like orthographic measurements of distance and direction. This module creates individual orthophotos from each georeferenced input image and associated terrain data. It shares the same underlying math models and photogrammetric algorithms used in SOCET GXP. It is a server-side, multi-threaded product supported on the Windows® platform that can be accessed on-demand through the GXP Xplorer user interface and/or executed as a batch ("job oriented") background process. A single license runs as a service on servers with up to 8-cores. Prerequisite: GXP Xplorer Server.	Each	\$52,644.84
3029-E	GXP Enterprise Ortho Module for Xplorer (Exportable)(EAR)	GXP Enterprise Ortho Module for Xplorer is a flexible and efficient process that removes the geometrical errors or displacement in an image caused by the sensor used to collect the image and the terrain. It makes the scale consistent, allowing map-like orthographic measurements of distance and direction. This module creates individual orthophotos from each georeferenced input image and associated terrain data. It shares the same underlying math models and photogrammetric algorithms used in SOCET GXP. It is a server-side, multi-threaded product supported on the Windows® platform that can be accessed on-demand through the GXP Xplorer user interface and/or executed as a batch ("job oriented") background process. A single license runs as a service on servers with up to 8-cores. Prerequisite: GXP Xplorer Server.	Each	\$52,644.84
3029-UE	GXP Enterprise Ortho Module for Xplorer UE	GXP Enterprise Ortho Module for Xplorer Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$13,438.29
3035-C	SOCET GXP Workflow Improvement Module -C (ITAR)	SOCET GXP Workflow Improvement Module -C (ITAR). Query and load geospatial data from a GXP Xplorer Server in SOCET GXP based on the spatial extent of the Multipoint. Sort results of the query and select data for loading into SOCET GXP for further exploitation improving the user experience and increasing workflow efficiency. Prerequisites: SOCET GXP version 4.1 or newer license and access/connection to a GXP Xplorer server and license. (1 SOCET GXP Workflow Module required for each SOCET GXP license). For a complete list of capabilities and enhancements please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp/socet-gxp-software-releases/4-1">http://www.geospatialexploitationproducts.com/content/products/socet-gxp/socet-gxp-software-releases/4-1</a> .	Each	\$2,871.54
3035-E	SOCET GXP Workflow Improvement Module (Exportable)(EAR)	SOCET GXP Workflow Improvement Module (Exportable)(EAR). Query and load geospatial data from a GXP Xplorer Server in SOCET GXP based on the spatial extent of the Multipoint. Sort results of the query and select data for loading into SOCET GXP for further exploitation improving the user experience and increasing workflow efficiency. Prerequisites: SOCET GXP version 4.1 or newer license and access/connection to a GXP Xplorer server and license. (1 SOCET GXP Workflow Module required for each SOCET GXP license).	Each	\$2,871.54
3035-UE	SOCET GXP Workflow Improvement Module UE	SOCET GXP Workflow Improvement Module Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$439.80
3140-C	GXP Xplorer Enterprise Viewing Bundle (Server) -C (ITAR)	GXP Xplorer Enterprise Viewing Bundle (Server) includes GXP Xplorer and GXP WebView. It is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. For more information on GXP Xplorer, visit: <a href="http://www.geospatialexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatialexploitationproducts.com/content/products/gxp-xplorer</a> . GXP WebView provides users with a tool to do basic imagery analysis and exploitation after discovery in GXP Xplorer. For more information on GXP WebView, visit: <a href="http://www.geospatialexploitationproducts.com/content/gxp-platform/gxp-webview">http://www.geospatialexploitationproducts.com/content/gxp-platform/gxp-webview</a> . GXP Server products include one day installation support with a Customer Technical Solutions (CTS) field engineer. Additional field support is available for purchase based on integration requirements. Customized configurations including scaling for distributed processing across multiple servers or within process nodes of a single server is available as a professional service for purchase and may have additional costs. One Server supports up to 50 users.	Each	\$263,224.18

3140-E	GXP Xplorer Enterprise Viewing Bundle (Server) (Exportable)(EAR)	GXP Xplorer Enterprise Viewing Bundle (Server) includes GXP Xplorer and GXP WebView. It is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. For more information on GXP Xplorer, visit: <a href="http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer</a> . GXP WebView provides users with a tool to do basic imagery analysis and exploitation after discovery in GXP Xplorer. For more information on GXP WebView, visit: <a href="http://www.geospatalexploitationproducts.com/content/gxp-platform/gxp-webview">http://www.geospatalexploitationproducts.com/content/gxp-platform/gxp-webview</a> . GXP Server products include one day installation support with a Customer Technical Solutions (CTS) field engineer. Additional field support is available for purchase based on integration requirements. Customized configurations including scaling for distributed processing across multiple servers or within process nodes of a single server is available as a professional service for purchase and may have additional costs. One Server supports up to 50 users.	Each	\$263,224.18
3140-UE	GXP Xplorer Enterprise Viewing Bundle (Server) UE	GXP Xplorer Enterprise Viewing Bundle (Server) Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$67,191.44
3046-C	GXP Xplorer (User) -C (ITAR)	GXP Xplorer (User) is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. For more information on GXP Xplorer, visit: <a href="http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer</a> . GXP Server products include one day installation support with a Customer Technical Solutions (CTS) field engineer. Additional field support is available for purchase based on integration requirements. Customized configurations including scaling for distributed processing across multiple servers or within process nodes of a single server is available as a professional service for purchase and may have additional costs. Minimum purchase is 50 users.	Each	\$1,435.77
3046-E	GXP Xplorer (User) (Exportable)(EAR)	GXP Xplorer (User) is an enterprise software system for sharing geospatial data in a workgroup and across a networked enterprise by creating and maintaining a catalog of discovered data. For more information on GXP Xplorer, visit: <a href="http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer">http://www.geospatalexploitationproducts.com/content/products/gxp-xplorer</a> . GXP Server products include one day installation support with a Customer Technical Solutions (CTS) field engineer. Additional field support is available for purchase based on integration requirements. Customized configurations including scaling for distributed processing across multiple servers or within process nodes of a single server is available as a professional service for purchase and may have additional costs. Minimum purchase is 50 users.	Each	\$1,435.77
3046-UE	GXP Xplorer User UE	GXP Xplorer User Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (The List Price for this part number reflects a POP of 12 months. The discount price for this part number reflects the actual POP of your UE)	Each	\$366.50
3058-E	GXP Advanced Graphics & Layering Module (Exportable)(EAR)	The GXP Advanced Graphics and Layering Module for GXP WebView provides support for Transactional Web Feature Service (WFS-T) and on-the-fly virtual orthomosaic. WFS-T support includes the ability to create and attribute graphics. The ground space graphics capability built into GXP WebView uses precise image coordinates to align graphics to their corresponding geographic locations. The virtual orthomosaic capability will mosaic and orthorectify imagery server-side and stream pixel data to GXP WebView. The WFS-T layers and other layers supported in GXP WebView can be overlaid on the virtual orthomosaic and managed using the layer manager. GXP WebView provides a web-based user interface that enables consumption and user interaction of the services provided by the Advanced Graphics & Layering Module. However, alternate clients can be configured to consume the services through the GXP Xplorer Server API. Minimum purchase quantity 50.	Each	\$861.46
3058-UE	GXP Advanced Graphics & Layering Module UE	GXP Advanced Graphics & Layering Module Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$219.90

3060-C	GXP Pixel Server -C (ITAR)	GXP Pixel Server is a pixel streaming server that uses an HTML-5 image viewer. This is setup to be used in conjunction with GXP WebView and can also be used to stream into SOCET GXP. It runs on the Microsoft® Windows® platform and can be virtualized across machines and administered remotely.	Each	\$67,002.52
3060-E	GXP Pixel Server (Exportable) (ITAR)	GXP Pixel Server is a pixel streaming server that uses an HTML-5 image viewer. This is setup to be used in conjunction with GXP WebView and can also be used to stream into SOCET GXP. It runs on the Microsoft® Windows® platform and can be virtualized across machines and administered remotely.	Each	\$67,002.52
4003-C	SOCET GXP GeoElement Bundle -C (ITAR)	Includes the SOCET GXP GeoBasics Bundle along with providing stereo viewing, image, terrain, and feature visualization and data layering for analysis, exploitation and product creation. Image exploitation including chipping, annotation, continuous roaming, worldwide coordinate systems, advanced image enhancements, automated search and roam, rigorous image mensuration using sensor models, and registration of layered data. Frame imagery import including camera definition and metadata import. Automatic loading of maps, reference images, and terrain for situational awareness, registration, and analysis. Terrain analysis including graphical display and labeling of contours, terrain shaded relief, slope and aspect maps, elevation profile, view shed, terrain registration, terrain comparison functions and volumetric analysis. Ingest LiDAR as point clouds, or digital elevation models or surface models in TIN or Grid formats. Image analysis including image change detection, band selection, band statistics, spectral mask, SAR complex data ingest, and the Xport Multiport for side by side viewing of image analysis functions. Feature extraction, query and view results from a SOCET SET and SOCET GXP feature database or shapefile. Product generation including Grid Reference Graphic, product templates, snap to PowerPoint, Raster Product Format (RPF) generation. Part number includes MSP. For a complete list of capabilities please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp">http://www.geospatialexploitationproducts.com/content/products/socet-gxp</a>	Each	\$14,357.68
4003-E	SOCET GXP GeoElement Bundle (Exportable)(EAR)	Includes the SOCET GXP GeoBasics Bundle along with providing stereo viewing, image, terrain, and feature visualization and data layering for analysis, exploitation and product creation. Image exploitation including chipping, annotation, continuous roaming, worldwide coordinate systems, advanced image enhancements, automated search and roam, rigorous image mensuration using sensor models, and registration of layered data. Frame imagery import including camera definition and metadata import. Automatic loading of maps, reference images, and terrain for situational awareness, registration, and analysis. Terrain analysis including graphical display and labeling of contours, terrain shaded relief, slope and aspect maps, elevation profile, view shed, terrain registration, terrain comparison functions and volumetric analysis. Ingest LiDAR as point clouds, or digital elevation models or surface models in TIN or Grid formats. Image analysis including image change detection, band selection, band statistics, spectral mask, SAR complex data ingest, and the Xport Multiport for side by side viewing of image analysis functions. Feature extraction, query and view results from a SOCET SET and SOCET GXP feature database or shapefile. Product generation including Grid Reference Graphic, product templates, snap to PowerPoint, Raster Product Format (RPF) generation. For a complete list of capabilities please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp">http://www.geospatialexploitationproducts.com/content/products/socet-gxp</a>	Each	\$14,357.68
4003-UE	SOCET GXP GeoElement Bundle UE	GeoElement Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$2,198.99

4004-C	SOCET GXP GeoAnalysis Bundle -C (ITAR)	SOCET GXP GeoElement Bundle plus advanced viewing capabilities that include ortho on-the-fly, 3D Multiport, image screener, and video analysis; automatic texture patching of image pixels to replace a shaded texture on a 3D view; expanded imagery analysis for Multi-Spectral and Hyper-Spectral (MSI/HSI) processing including supervised and unsupervised classification, spectral libraries, anomaly detection, scatter plot and custom band math; advanced product generation including map finishing. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools. For a complete list of capabilities please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp">http://www.geospatialexploitationproducts.com/content/products/socet-gxp</a>	Each	\$17,707.81
4004-E	SOCET GXP GeoAnalysis Bundle (Exportable)(EAR)	SOCET GXP GeoElement Bundle plus advanced viewing capabilities that include ortho on-the-fly, 3D Multiport, image screener, and video analysis; automatic texture patching of image pixels to replace a shaded texture on a 3D view; expanded imagery analysis for Multi-Spectral and Hyper-Spectral (MSI/HSI) processing including supervised and unsupervised classification, spectral libraries, anomaly detection, scatter plot and custom band math; advanced product generation including map finishing. For a complete list of capabilities please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp">http://www.geospatialexploitationproducts.com/content/products/socet-gxp</a>	Each	\$17,707.81
4004-UE	SOCET GXP GeoAnalysis Bundle UE	GeoAnalysis Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$2,712.09
4005-C	SOCET GXP GeoAnalysis Targeting Bundle -C (ITAR)	Includes the SOCET GXP GeoAnalysis Bundle and CGS Module; allows SOCET GXP to connect to the GOTS CGS Engine for targeting. Requires the CGS GOTS Engine. The CGS GOTS Engine must be acquired from the CGS program office. Contact CGS Government Program Office for CGS GOTS Engine pricing. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools. For a complete list of capabilities please visit <a href="http://www.geospatialexploitationproducts.com/content/products/socet-gxp">http://www.geospatialexploitationproducts.com/content/products/socet-gxp</a>	Each	\$19,622.17
4005-UE	SOCET GXP GeoAnalysis Targeting Bundle UE	GeoAnalysis Targeting Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$3,005.29
4012-C	SOCET GXP eXtreme Analysis Bundle -C (ITAR)	SOCET GXP Bundle that includes the following: GeoAnalysis plus advanced exploitation and product generation. Advanced photogrammetric functions including Multi-Sensor Triangulation, Ortho-Mosaic Manager, and Automatic Terrain Generation with the hands-off processing of AutoSOCET or advanced operations with each component; Automatic Feature Collection, Spatially Enabled Exploitation and SOCET for ArcGIS providing advanced feature collection integrated with Esri ArcGIS. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools.	Each	\$32,544.08
4012-E	SOCET GXP eXtreme Analysis Bundle (Exportable)(EAR)	SOCET GXP Bundle that includes the following: GeoAnalysis plus advanced exploitation and product generation. Advanced photogrammetric functions including Multi-Sensor Triangulation, Ortho-Mosaic Manager, and Automatic Terrain Generation with the hands-off processing of AutoSOCET or advanced operations with each component; Automatic Feature Collection, Spatially Enabled Exploitation and SOCET for ArcGIS providing advanced feature collection integrated with Esri ArcGIS.	Each	\$32,544.08
4012-UE	SOCET GXP eXtreme Analysis Bundle UE	SOCET GXP eXtreme Analysis Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$4,984.38

4013-C	SOCET GXP eXtreme Analysis Targeting Bundle -C (ITAR)	SOCET GXP eXtreme Analysis Bundle and CGS Module; allows SOCET GXP to connect to the GOTS CGS Engine for targeting. Requires the CGS GOTS Engine. The CGS GOTS Engine must be acquired from the CGS program office. Contact CGS Government Program Office for CGS GOTS Engine pricing. Certain export restrictions may apply. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools.	Each	\$34,458.44
4013-UE	SOCET GXP eXtreme Analysis Targeting Bundle UE	SOCET GXP eXtreme Analysis Targeting Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$5,277.58
4015-C	SOCET GXP Spatially Enabled Exploitation (SEE) Module -C (ITAR)	SEE allows users to create and edit features by directly connecting to geodatabases through SOCET GXP's Multiport via the ArcEngine or using the SOCET for ArcGIS interface with ArcMap. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools. Prerequisite: GeoElement or GeoAnalysis.	Each	\$3,828.72
4015-E	SOCET GXP Spatially Enabled Exploitation (SEE) Module (Exportable)(EAR)	SEE allows users to create and edit features by directly connecting to geodatabases through SOCET GXP's Multiport via the ArcEngine or using the SOCET for ArcGIS interface with ArcMap. Prerequisite: GeoElement or GeoAnalysis.	Each	\$3,828.72
4015-UE	SOCET GXP Spatially Enabled Exploitation (SEE) Module UE	SOCET GXP Spatially Enabled Exploitation (SEE) Module Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$586.40
4020-UE	SOCET GXP Ortho Batch Add-on UE	SOCET GXP Ortho Batch Add-on Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$879.60
4021-UE	SOCET GXP Terrain Batch Add-on UE	SOCET GXP Terrain Add-on Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$879.60
4026-C	SOCET GXP Pro Bundle -C (ITAR)	SOCET GXP eXtreme Analysis Bundle plus 3D feature collection and ClearFlite. 3D feature collection provides the ability to model simple to complex urban structures, ingest, export, and update COLLADA and OpenFlight models and automatically apply imagery textures (patches) to the structures allowing 3D visualization in the SOCET GXP 3D Multiport. Note: Part number includes image and data ingest of NTM geospatial data including the interface to MSP sensor models and mensuration tools.	Each	\$38,765.74
4026-E	SOCET GXP Pro Bundle (Exportable)(EAR)	SOCET GXP eXtreme Analysis Bundle plus 3D feature collection and ClearFlite. 3D feature collection provides the ability to model simple to complex urban structures, ingest, export, and update COLLADA and OpenFlight models and automatically apply imagery textures (patches) to the structures allowing 3D visualization in the SOCET GXP 3D Multiport.	Each	\$38,765.74
4026-UE	SOCET GXP Pro Bundle UE	SOCET GXP Pro Bundle Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$5,937.28
4027-E	SOCET GXP CIB/DPPDB-Like Creation Module (Exportable)(EAR)	Digital Point Positioning Data Base (DPPDB-like) and Controlled Image Base CIB (CIB-like) generation provides the capability to generate DPPDB-like and CIB-like specification products from commercial source.	Each	\$10,050.38
4027-UE	SOCET GXP CIB/DPPDB-Like Creation Module UE	SOCET GXP CIB/DPPDB-Like Creation Module Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$1,539.29

5001-C	GXP InMotion Desktop Base -C (ITAR)	The GXP InMotion Video Desktop application is specifically designed to support both real-time missions such as Mission Oversight and Combat Assessment, which require a focused, robust collaborative environment, and forensic analysis that demands an extensive exploitation capability. View live video feeds, file-based video, video from motion capture cards, and motion imagery stills. The user interface includes a video viewing area with simple play controls, a map viewing area to enhance general spatial awareness, a mission event log to collaborate with other analysts who are also viewing the video, a metadata window, and a video playlist and video editor.	Each	\$5,743.07
5001-E	GXP InMotion Desktop Base (Exportable)(EAR)	The GXP InMotion Video Desktop application is specifically designed to support both real-time missions such as Mission Oversight and Combat Assessment, which require a focused, robust collaborative environment, and forensic analysis that demands an extensive exploitation capability. View live video feeds, file-based video, video from motion capture cards, and motion imagery stills. The user interface includes a video viewing area with simple play controls, a map viewing area to enhance general spatial awareness, a mission event log to collaborate with other analysts who are also viewing the video, a metadata window, and a video playlist and video editor.	Each	\$5,743.07
5001-UE	GXP InMotion Desktop Base UE	GXP InMotion Base Desktop Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$879.60
5002-C	GXP InMotion Server Base -C (ITAR)	The GXP InMotion Video Server is configured to listen to live feeds and targets being monitored. Every live feed is recorded on the server via DVR controls with a delay of a millimeter of a second. The functionality streams and re-streams live video feeds to the analyst, performs automated video registration, manages video missions, and provides enhanced collaboration. Forensic capabilities are available to rewind and review actions within the video, and enable reporting on specific activities; video can be directed to view a particular area or location. The server component provides integration between GXP Xplorer, SOCET GXP, and the GXP InMotion Video Desktop application, and connects to other data servers and mobile apps.	Each	\$95,717.88
5002-E	GXP InMotion Server Base (Exportable)(EAR)	The GXP InMotion Video Server is configured to listen to live feeds and targets being monitored. Every live feed is recorded on the server via DVR controls with a delay of a millimeter of a second. The functionality streams and re-streams live video feeds to the analyst, performs automated video registration, manages video missions, and provides enhanced collaboration. Forensic capabilities are available to rewind and review actions within the video, and enable reporting on specific activities; video can be directed to view a particular area or location. The server component provides integration between GXP Xplorer, SOCET GXP, and the GXP InMotion Video Desktop application, and connects to other data servers and mobile apps.	Each	\$95,717.88
5002-UE	GXP InMotion Server Base UE	GXP InMotion Base Server Upgrade Entitlement (UE). Subscription to include: upgrades of software releases that occur during Period Of Performance, technical phone and email support, free unlimited training at any of the GXP regional training centers, access to the GXP customer portal. (POP is one year unless otherwise noted)	Each	\$24,433.25
DFA 2.5.x-1	DPA - Data Forwarding Application - License	DPA - Data Forwarding Application - Linux or Windows	Each	\$16,001.26
DO-LS	Datagate Orchestrator Content Filter Mgmt	Datagate Orchestrator Content Filter Mgmt	Each	\$11,557.66
ETA 2.5.x-1	DPA - Email Transfer Application - License	DPA - Email Transfer Application - Linux or Windows	Each	\$16,001.26
ETA 2.5.x-1 M	DPA - Email Transfer Application Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	DPA - Email Transfer Application - Linux or Windows - Maintenance	Each	\$2,743.07
FTA 2.5.x-1	DPA - File Transfer Application - License	DPA - File Transfer Application - Linux or Windows	Each	\$16,001.26

FTA 2.5.x-1 M	DPA - File Transfer Application - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	DPA - File Transfer Application - Linux or Windows - Maintenance	Each	\$2,743.07
STOP-ENT	STOP OS Enterprise Edition for Servers; unlimited users; full-featured; perpetual license	Unlimited users/Perpetual license/Server only not for desktop/ Quantity > 10 includes 1 week of training for 5 users/x86 only/includes 1st year of M&S	Each	\$43,828.72
STOP-ENT-M	STOP OS Enterprise Maintenance and Support; 1 year	Includes intra -version releases (7.x to 7.y not 7.x to 8.x), patches, and bug fixes	Each	\$6,574.31
DFA 2.5.x-1 M	DPA - Data Forwarding Application - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	DPA - Data Forwarding Application - Linux or Windows - Maintenance	Each	\$2,743.07
DO-MS	Datagate Orchestrator Maintenance and Support - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	Datagate Orchestrator Maintenance and Support - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	Each	\$2,418.14
HAL 2.5.x-1	DPA - High Availability Library - License	DPA - High Availability Library - License	Each	\$49,052.90
HAL 2.5.x-1 M	DPA - High Availability Library - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	DPA - High Availability Library - Maintenance and Support. Covers any software update releases, patches, or bug fixes at no additional cost.	Each	\$12,361.04
GXP R-Fee	Reinstatement Fee	A reinstatement fee will be charged for all new and renewal upgrade entitlement (UE) orders received after the existing warranty and UE expiration date. UE renewal orders received prior to the warranty/UE expiration date will avoid a reinstatement fee. This reinstatement fee is in addition to the purchase of UE. UE will start one day after the last warranty /UE has expired. The reinstatement fee shall be equal to 10% of the corresponding UE fee.	Each	10% of GSA Price

**BAE Systems Information & Electronic Systems Integration, Inc.**

**Product-Related Maintenance and Support Services**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Engineering Services (Principal Engineer)	ES-6100	<p>Functional Responsibilities: Considered an expert in one or more disciplines or systems. Conceptualizes broad requirements of software and translates into plans for design, development and implementation. Works with customers at the highest levels to recommend systems solutions. Researches new technologies and presents new concepts as a system expert. Has full technical knowledge of all phases of software programming applications. Resolves highly complex software problems. Provides high level expertise in writing technical proposals. Provides guidance and direction in all aspects of major projects. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success.</p>	Hour	\$312.71
54151	Engineering Services (System Architect)	ES-7100	<p>Provides technical leadership for a group of employees, or manages a substantially large, complex function. Forecasts budgets, employment levels, and performance metrics for project(s). Interfaces with the customer on high-level issues and business development opportunities. If the position requires people management, responsibilities include conducting performance appraisals, participating fully in decisions related to employment, and counseling employees with regard to progressive discipline. May manage through subordinate supervisors or leads. Responsible for the management of a secure systems function or contract. If responsible for people management, directs secure systems analysts and/or engineers to ensure progress according to technical objectives. Develops project objectives and timelines in consultation with the customer.</p>	Hour	\$371.67

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Professional Services - (Program Manager)	PS-6100	Provides leadership for a group of employees. Manages daily operations to ensure schedules are met and deliverables meet quality standards. Interfaces with the customer on issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. Responsible for managing a program of moderate size and complexity, or several smaller programs. Develops and monitors program objectives, budgets and schedules. Maintains the Project Authorization form and is responsible for all technical, contractual, administrative and financial aspects of the program. Directs staff to ensure completion of tasking on time and within budget. Has ultimate responsibility for the quality of deliverables. Maintains the client relationship and pursues follow-on business opportunities. Supports proposal and marketing efforts. Performs complex responsibilities with considerable latitude. Interprets management initiatives and sets goals and objectives for program. Work impacts organizational success.	Hour	\$312.71
54151	Support Services - (Application Engineer - Lead)	SS-5100	Coordinates work activities for a small group of technical/professional employees, or manages a moderately large, complex function. Determines schedules and provides technical guidance and leadership. If the position requires people management, responsibilities include providing input on performance appraisals and employment decisions. Typically does not conduct appraisals, or make hiring, disciplinary, or termination decisions. Leads moderately complex tasks or phases of larger tasks. Work teams may be cross-functional. Meets with customers to provide project status and schedules. Responsible for meeting deadlines and standards agreed to with management. Performs complex assignments with little guidance. Sets objectives for group with direction from management, and ensures that goals are met. Work impacts client relations.	Hour	\$274.81

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Support Services - (Application Engineer - Principal)	SS-6100	Considered an expert in one or more disciplines or systems. Conceptualizes broad requirements of system and translates into plans for design, development and implementation. Consults with customers at the highest levels to recommend systems solutions. Researches new technologies and presents new concepts as a systems expert. Has full technical knowledge of all phases of systems design. Resolves highly complex systems problems. Provides high level expertise in writing technical proposals. Provides guidance and direction in all aspects of major projects. Supports marketing and proposal efforts. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success.	Hour	\$312.71
54151	Engineering Services (Associate)	ES-1100	Assists with designs and development. Reviews technical end-user documentation for appropriateness and applicability. Tests systems. Makes recommendations for modifications. Works under supervision within established parameters, but independent judgment is used. Impact of work is limited to the work group directly supported.	Hour	\$126.35
54151	Engineering Services (Associate Engineer)	ES-2100	Designs and develops applications software and systems. Collaborates with hardware engineers in the planning, design, development, and utilization of data processing systems for product and commercial software. Determines computer user needs; analyzes system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls; designs and develops compilers and assemblers, utility programs, and operating systems.	Hour	\$173.73

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Engineering Services (Senior Engineer)	ES-4100	Senior-level professional; able to independently accomplish complex requirements. Formulates/defines specifications for complex software programming applications of modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. May be responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Performs activities such as operating system architecture integration and software design to selection of computer systems, languages and/or equipment. Participates in preparation of technical proposals. Provides guidance to other software engineers. Performs complex assignments with little guidance. Has latitude in completing broad objectives. Work impacts client relations.	Hour	\$236.90
54151	Engineering Services (Lead Engineer)	ES-5100	Coordinates work activities for a small group of technical/professional employees, or leads a moderately large, complex function. Determines schedules and provides technical guidance and leadership. If the position requires people management, responsibilities include providing input on performance appraisals and employment decisions. Typically does not conduct appraisals, or make hiring, disciplinary, or termination decisions. Leads moderately complex computer systems projects or phases of larger projects. Work teams may be cross-functional. Meets with customers to provide project status and schedules. Responsible for meeting deadlines and standards agreed to with management. Performs complex assignments with little guidance. Sets objectives for group with direction from management, and ensures that goals are met. Work impacts client relations.	Hour	\$274.81

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Professional Services - (Program Manager - Deputy)	PS-5100	<p>In the Program Manager's absence provides leadership for a group of employees. Manages daily operations to ensure schedules are met and deliverables meet quality standards. Interfaces with the customer on issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. Depending on how the program is structured, this individual may have primary responsibility for one or more of the above management functions. Assist in the management of a large, complex program, or several smaller complex programs. Monitors program objectives, budgets and schedules. Collects information for the Project Authorization form. Provides guidance to staff to ensure completion of tasking on time and within budget. Monitors the quality of deliverables. Contributes to the client relationship and pursues follow-on business opportunities. Supports proposal and marketing efforts. Performs complex responsibilities with considerable latitude. Interprets management initiatives and sets goals and objectives for program. Work impacts organizational success.</p>	Hour	\$263.22
54151	Functional Analyst	BC013	<p>Fully competent, professional position. Works with users to determine requirements. Executes data collection and research phases of projects. Tests systems. Participates in developing end-user documentation. Works with project teams during planning phase to provide subject matter expertise. Trains end-users when system is implemented. Works under minimal supervision and independently performs duties of moderate complexity. Work impacts performance on the contract.</p>	Hour	\$104

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Project Manager	BC034	<p>Functional Experience: Provides leadership for a group of employees. Manages daily operations to ensure schedules are met and deliverables meet quality standards. Interfaces with the customer on issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. Responsible for managing a project of moderate size and complexity or several small projects. Scope includes responsibility for contractual, financial, administrative and technical project requirements. Directs the work of employees to ensure that project milestones are met on time and within budget. Develops plan for work efforts and assigns staff members. Tracks performance against quality standards. Develops objectives and presents them to management for review and approval. Provides input to the Project Authorization form. May be primary point of contact with the customer. Briefs customer and management on status and budget. Performs moderately complex responsibilities with general oversight. Reviews Statement of Work and develops objectives with management guidance. Work impacts project and client relations.</p>	Hour	\$155
54151	Program Manager	BC031	<p>Provides leadership for a group of employees. Forecasts budgets, employment levels, and performance metrics for project(s). Interfaces with the customer on high-level issues and business development opportunities. Conducts performance appraisals and participates fully in decisions related to employment. Counsels employees with regard to progressive discipline. May manage through subordinate supervisors or leads. Responsible for managing a large, complex program, or several smaller complex programs. Develops and monitors program objectives, budgets and schedules. Maintains the Project Authorization form and is responsible for all technical, contractual, administrative and financial aspects of the program. Directs staff to ensure completion of tasking on time and within budget. Has ultimate responsibility for the quality of deliverables. Maintains the client relationship and pursues follow-on business opportunities. Supports proposal and marketing efforts. Performs complex responsibilities with considerable latitude. Determines goals and initiatives based on direction of business within the industry. Responsible for profit/loss of group. Work impacts organizational success.</p>	Hour	\$237

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Secure Systems Analyst – Principal	BC036	<p>Considered an expert in one or more disciplines or systems. Consults with the customer to define requirements for complex secure systems. Provides technical expertise across projects with regard to secure systems analysis issues and solutions. Guides design and implementation teams in the appropriate technology and methods. Diagnoses the most complex secure systems failures, and identifies and implements corrective actions. Called upon as a secure systems analysis expert in developing technical responses to RFP's. Presents to existing and potential clients about secure systems industry trends. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success.</p>	Hour	\$179
54151	Secure Systems Engineer – Principal	BC038	<p>Considered an expert in one or more disciplines or systems. Consults with the customer to define requirements for complex secure systems. Provides technical expertise across projects with regard to secure systems engineering issues and solutions. Guides design and implementation teams in the appropriate technology and methods that encompass multiple engineering disciplines. Consults with the client to get consensus on present and future secure systems needs and appropriate technical solutions. Called upon as a secure systems engineering expert in developing technical responses to RFP's. Presents to existing and potential clients about secure systems industry trends. Performs highly complex responsibilities with considerable latitude. Interprets company initiatives and client requirements. Work impacts organizational success.</p>	Hour	\$179

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Secure Systems – Manager	BC039	<p>Provides technical leadership for a group of employees, or manages a substantially large, complex function. Forecasts budgets, employment levels, and performance metrics for project(s). Interfaces with the customer on high-level issues and business development opportunities. If the position requires people management, responsibilities include conducting performance appraisals, participating fully in decisions related to employment, and counseling employees with regard to progressive discipline. May manage through subordinate supervisors or leads. Responsible for the management of a secure systems function or contract. If responsible for people management, directs secure systems analysts and/or engineers to ensure progress according to technical objectives. Develops project objectives and timelines in consultation with the customer. Researches available technology and cost constraints to develop recommendations to senior management and customer management. Has ultimate responsibility for completing projects on time and within budget. Performs complex responsibilities with considerable latitude. Determines goals and initiatives based on direction of business within the industry. Responsible for profit/loss of group. Work impacts organizational success.</p>	Hour	\$207
54151	Secure Systems Consultant	BC040	<p>Industry expert responsible for determining the type of secure systems that best fit an organization. Applies accepted or mandated set of disciplines for the planning, analysis, design and implementation of complex secure information systems on an organization-wide basis or across a major sector of the organization. Develops analytical and computational techniques and methodology for the definition of security solutions. Presents technical findings and theories to other experts within the industry. Performs organization-wide strategic security planning and analysis. Performs risk analysis and risk assessments. Lends technical expertise to proposal and marketing efforts. Performs complex assignments with little guidance. Has latitude in completing broad objectives. Work impacts client relations.</p>	Hour	\$207

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
54151	Software Engineer - Senior	BC043	Senior-level professional; able to independently accomplish complex requirements. Formulates/defines specifications for complex software programming applications of modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. May be responsible for applications dealing with the overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting and advanced mathematical/scientific software packages. Performs activities such as operating system architecture integration and software design to selection of computer systems, languages and/or equipment. Participates in preparation of technical proposals. Provides guidance to other software engineers. Performs complex assignments with little guidance. Has latitude in completing broad objectives. Work impacts client relations.	Hour	\$136
541370GEO	Geospatial Technician I	2018-1	Basic Function of the Job: To produce geospatial products that are compliant to both internal and external customers specifications. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), photogrammetry, digital cartography and geospatial production techniques, intelligence issues, and social and physical sciences to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence databases and various ancillary sources. Performs Orthorectification and mosaic imagery tasks as required. Performs detailed digital feature extraction and attribution to customer specifications utilizing photogrammetric and cartographic techniques to achieve an accurate cartographic representation of a specific area at a specific scale. Updates and maintains the customer's geospatial mapping databases. Produces finished customer mapping products, reports, and briefings to provide visualization and enhanced knowledge in solving intelligence issues. Obtains hardcopy, softcopy, and commercial imagery-related products in response to customer needs. Utilizes available imagery, multi-INT, and other source customer data stores to exploit, identify, monitor, and analyze existing and emerging trends, dynamic events, and solve intelligence problems. Utilizes the full suite of imagery analysis tools and geospatial information systems. Using analytic and geospatial techniques, produces finished, imagery-derived, intelligence products, reports and assessments. Primary Duties and Responsibilities: Performs moderately complex feature extraction in SOCET SET for ArcGIS. Uses ArcGIS and various Arc modules such as Production Mapping and Spatial Analyst for moderately complex database builds. Assesses, integrates, manipulates, exploits, extracts, and analyzes digital imagery, geospatial databases, and various sources. Uses remote sensing, spatial analysis, and Geographic Information Systems (GIS) skills to construct multi-source geospatial intelligence databases. Performs moderately complex GIS finishing cartographer activities using ESRI software involving both manual and automated processes. Performs moderately in-depth imagery and terrain analysis to produce high-quality geo-positioning solutions by performing mensuration and triangulation to generate precise point measurement of control points over remotely sensed imagery using a SOCET SET workstation. Ensures that products are being produced with quality and efficiency through the receipt of regular problem mitigation, guidance, quality checklists, and feedback.	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
541370GEO	Geospatial Technician II	2018-2	<p>Basic Function of the Job: To produce geospatial products that are compliant to both internal and external customers specifications. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), photogrammetry, digital cartography and geospatial production techniques, intelligence issues, and social and physical sciences to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Orthorectify and mosaic imagery as required. Performs detailed digital feature extraction and attribution to customer specifications utilizing photogrammetric and cartographic techniques to achieve an accurate cartographic representation of a specific area at a specific scale. Updates and maintains the customer's geospatial mapping databases. Produces finished customer mapping products, reports, and briefings to provide visualization and enhanced knowledge in solving intelligence issues. Obtains hardcopy, softcopy, and commercial imagery-related products in response to customer needs. Utilizes available imagery, multi-INT, and other source customer data stores to exploit, identify, monitor, and analyze existing and emerging trends, dynamic events, and solve intelligence problems. Utilizes the full suite of imagery analysis tools and geospatial information systems. Using analytic and geospatial techniques, produces finished, imagery-derived, intelligence products, reports and assessments. Primary Duties and Responsibilities: Performs complex feature extraction in SOCET SET for ArcGIS. Uses ArcGIS and various Arc modules such as Production Mapping and Spatial Analyst for complex database builds. Assesses, integrates, manipulates, exploits, extracts, and analyzes digital imagery, geospatial databases, and various sources. Uses remote sensing, spatial analysis, and Geographic Information Systems (GIS) skills to construct multi-source geospatial intelligence databases. Performs complex GIS finishing cartographer activities and quality assurance using ESRI software involving both manual and automated processes. Performs in-depth imagery and terrain analysis to produce high-quality geo-positioning solutions by performing mensuration and triangulation to generate precise point measurement of control points over remotely sensed imagery using a SOCET SET workstation. Performs quality control (QC) review of some final products before shipment to the customer to ensure compliance with customer technical specifications. Ensures that products are being produced with quality and efficiency through the receipt of regular problem mitigation, guidance, quality assurance checks, and feedback.</p>	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
541370GEO	Geospatial Technician III	2018-3	<p>Basic Function of the Job: To produce geospatial products that are compliant to both internal and external customers specifications. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), photogrammetry, digital cartography and geospatial production techniques, intelligence issues, and social and physical sciences to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Orthorectify and mosaic imagery as required. Performs detailed digital feature extraction and attribution to customer specifications utilizing photogrammetric and cartographic techniques to achieve an accurate cartographic representation of a specific area at a specific scale. Updates and maintains the customer's geospatial mapping databases. Produces finished customer mapping products, reports, and briefings to provide visualization and enhanced knowledge in solving intelligence issues. Obtains hardcopy, softcopy, and commercial imagery-related products in response to customer needs. Utilizes available imagery, multi-INT, and other source customer data stores to exploit, identify, monitor, and analyze existing and emerging trends, dynamic events, and solve intelligence problems. Utilizes the full suite of imagery analysis tools and geospatial information systems. Using analytic and geospatial techniques, produces finished, imagery-derived, intelligence products, reports and assessments. Primary Duties and Responsibilities: Performs extremely complex feature extraction in SOCET SET for ArcGIS. Uses ArcGIS and various Arc modules such as Production Mapping and Spatial Analyst for complex database builds. Assesses, integrates, manipulates, exploits, extracts, and analyzes digital imagery, geospatial databases, and various sources. Uses remote sensing, spatial analysis, and Geographic Information Systems (GIS) skills to construct multi-source geospatial intelligence databases. Performs extremely complex GIS finishing cartographer activities and quality assurance using ESRI software involving both manual and automated processes. Performs in-depth imagery and terrain analysis to produce high-quality geo-positioning solutions by performing mensuration and triangulation to generate precise point measurement of control points over remotely sensed imagery using a SOCET SET workstaion. Performs quality control (QC) review of some final products before shipment to the customer to ensure compliance with customer technical specifications. Ensures that products are being produced with quality and efficiency through the receipt of regular problem mitigation, guidance, quality assurance checks, and feedback. Mentors more junior technicians as needed with regard to general software use/functionality, basic application tutoring and considerable to extensive specification verification and photo interpretation Lead small groups on tasks and portions of projects. Contribute to technology enhancements.</p>	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
541370GEO	Geospatial Analyst I	2018-4	<p>Basic function of the Job: Proactively advises management on opportunities for technical improvement within the business operation; foster new ideas and innovations that lead to growth or production efficiency. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), photogrammetry, digital cartography and geospatial production techniques, intelligence issues, and social and physical sciences to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Orthorectify and mosaic imagery as required. Performs detailed digital feature extraction and attribution to customer specifications utilizing photogrammetric and cartographic techniques to achieve an accurate cartographic representation of a specific area at a specific scale. Updates and maintains the customer's geospatial mapping databases. Produces finished customer mapping products, reports, and briefings to provide visualization and enhanced knowledge in solving intelligence issues. Obtains hardcopy, softcopy, and commercial imagery-related products in response to customer needs. Utilizes available imagery, multi-INT, and other source customer data stores to exploit, identify, monitor, and analyze existing and emerging trends, dynamic events, and solve intelligence problems. Utilizes the full suite of imagery analysis tools and geospatial information systems. Using analytic and geospatial techniques, produces finished, imagery-derived, intelligence products, reports and assessments. Primary Duties and Responsibilities: Works across a broad range of disciplines to structure undefined problems, identifies technical issues and defines alternative approaches and resolutions. Develops and applies technologies, principles, theories and concepts, extending existing boundaries of knowledge while working in areas requiring research, creativity and ingenuity in identifying solutions. Plans long-range technological requirements to meet anticipated customer needs; identifies and solve problems associated with the success of current and long-range objectives. Leads and coordinate the activities of technical personnel. Advises management on opportunities for technical improvements. Mentors technical employees and provides training in efficiencies and innovation. Recommends system philosophies, design objectives and risk mitigation. Identifies needs and assist in implementation of process improvements. Works daily with Production Leadership and production-level employees in developing stronger capabilities and improved processes.</p>	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
541370GEO	Geospatial Analyst II	2018-5	<p>Basic function of the Job: Proactively advises management on opportunities for technical improvement within the business operation; foster new ideas and innovations that lead to growth or production efficiency. This individual is considered to be an authority in technical areas of critical importance to the Business Unit. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), and geospatial production techniques to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Exploits and analyzes geospatial, terrain, and source information. Performs limited feature extraction and attribution, and updates and maintains customer geospatial databases. Produces multi-layered geospatial products to provide visualization and enhanced knowledge in solving intelligence issues.</p> <p>Primary Duties and Responsibilities: Works across a broad range of disciplines to structure undefined problems, identifies key technical issues and defines alternative approaches and resolutions. Develops and applies advanced technologies, principles, theories and concepts, extending existing boundaries of knowledge while working in complex areas requiring research, creativity and ingenuity in identifying solutions. Plans critical long-range technological requirements to meet anticipated customer needs; identify and solve significant problems associated with the success of current and critical long-range objectives. Leads and coordinate the activities of key technical personnel and other employees as required. Advises management on opportunities for technical improvements. Mentors high potential technical employees; periodically conducts in-business area briefings and updates, and provides training in efficiencies and innovation. Recommends system philosophies, design objectives and risk mitigation. Serves as central point of contact for Innovation activities within assigned office. Prioritizes and executes development efforts that result in quality improvements. Identifies critical needs and assist in implementation of process improvements. Works daily with Production Leadership and production-level employees in developing stronger capabilities and improved processes. Has the authority to modify and enforce change in production line processes.</p>	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION	UOI	GSA PRICE
541370GEO	Geospatial Analyst III	2018-6	<p>Basic Function of the Job: Geospatial analysts perform a wide range of duties covering regional and political geography and source analysis. Utilizes an understanding of geography, remote sensing, LiDAR processing, spatial analysis, Geographic Information Systems (GIS), and geospatial production techniques to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Exploits and analyzes geospatial, terrain, and source information. Performs limited feature extraction and attribution, and updates and maintains customer geospatial databases. Produces multi-layered geospatial products to provide visualization and enhanced knowledge in solving intelligence issues. Analysts have comprehensive experience with and knowledge of a country, region or issue in support of national security goals and strategies. They research, collect, analyze, evaluate, integrate and recommend sources for the production of geospatial data and products. Utilizes an understanding of geography, remote sensing, spatial analysis, Geographic Information Systems (GIS), and geospatial production techniques to create information, characterize events, and discover relationships and trends. Obtains imagery, geospatial information, intelligence database and various ancillary sources. Exploits and analyzes geospatial, terrain, and source information. Performs limited feature extraction and attribution, and updates and maintains customer geospatial databases. Produces multi-layered geospatial products to provide visualization and enhanced knowledge in solving intelligence issues.</p> <p>Primary Duties and Responsibilities: Works across a broad range of disciplines to structure undefined problems, identifies advance technical issues and defines alternative approaches and resolutions. Develops and applies extremely advanced technologies, principles, theories and concepts, extending existing boundaries of knowledge while working in extremely complex areas requiring research, creativity and ingenuity in identifying solutions. Plans critical long-range technological requirements to meet anticipated customer needs; independently identify and solve significant problems associated with the success of current and critical long-range objectives. Leads and coordinate the activities of key technical personnel and other employees as required. Advises management on opportunities for technical improvements. Mentors high potential technical employees; periodically conducts in-business area briefings and updates, and provides training in efficiencies and innovation. Recommends system philosophies, design objectives and risk mitigation. Serves as central point of contact for Innovation activities within assigned office. Prioritizes and executes development efforts that result in quality improvements. Identifies critical needs and assist in implementation of process improvements. Works daily with Production Leadership and production-level employees in developing stronger capabilities and improved processes. Has the authority to modify and enforce change in production line processes. Complete understanding and application of principles, concepts, practices and standards or wide application of technical principles. Full knowledge of industry practices. Represents organization as a prime contact on contracts or projects. Interacts with senior internal and external personnel on significant matters often requiring coordination between organizations.</p>	Hour	See Above

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Junior Engineer)	2018-1	<p>Basic Function of the Job: The Junior Systems Engineer has a general knowledge of systems engineering industry practices, techniques and standards, and may perform the following functions under general supervision: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>
54151S	Systems Engineer (Mid-Level Engineer)	2018-2	<p>Basic Function of the Job: The Mid-Level Systems Engineer has a sound understanding of industry practices, techniques and standards, and may perform the following functions under general direction from supervision: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Senior Engineer)	2018-3	<p>Basic Function of the Job: The Senior Systems Engineer has a complete understanding of the application of Systems Engineering concepts, standards, and Principals, and may perform the following functions under general direction: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>
54151S	Systems Engineer (Principal Engineer)	2018-4	<p>Basic Function of the Job: The Principal Systems Engineer has extensive expertise, and full knowledge of other related disciplines. The Principal Systems Engineer may perform the following functions without appreciable direction: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Senior Principal Engineer)	2018-5	<p>Basic Function of the Job: The Senior Principal Engineer develops advanced concepts, techniques and standards, and develops new applications based on professional Principals and theories. The Senior Principal Systems Engineer performs or manages the following functions for more complex tasks: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Senior Principal Engineer II)	2018-6	<p>Basic Function of the Job: The Senior Principal II Systems Engineer exhibits an exceptional degree of ingenuity, creativity and resourcefulness, and Applies and/or develops highly advanced concepts, techniques and standards. The Senior Principal Systems Engineer II will often perform a leadership role or act independently in performing the following functions: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Senior Principal Engineer III)	2018-7	<p>Basic Function of the Job: The Senior Principal III Systems Engineer typically manages subordinate management and/or experienced specialist employees who exercise significant latitude and independence, often heading one or more teams. The Senior Principal Systems Engineer III may perform or manage the following functions for the most complex tasks: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Systems Engineer (Enterprise Systems Expert Architect)	2018-8	<p>Basic Function of the Job: The Enterprise Systems Expert Architect is the lead systems designer for Geospatial programs which influence the greater customer enterprise. The Enterprise Systems Expert Architect provides overall design guidance and Principals, and may support, influence, or oversee the following functions: Elicit and translate customer needs into specifications that can be realized by development teams. Work with customers and other program segments to define new requirements for Geospatial systems. Perform requirements analysis, decomposition and derivation. Assess customer-driven Requests for Change (RFC) and lead and/or contribute to Request for Proposal (RFP) responses. Work with Software Architects to define Concepts of Operations that will support emerging functional capabilities, define required parameters and data formats for ingest, discovery and delivery services. Support Technical Exchange Meetings (TEMs) with customers and other programs. Execute and maintain lifecycle processes to ensure that the systems and services are designed and developed using mature and repeatable processes.</p> <p>Primary Duties and Responsibilities: Define and document requirements, Use Cases, and ConOps. Follow requirements during development across implementation and integration teams to ensure that the development converges on a coherent and unified system. Understand and document data types for geospatial systems, including support to data modeling. Document test procedures and plans, and conduct system testing and requirements verification. Support testing and development teams in the understanding of requirements. Develop ICDs and training materials for Geospatial systems. Perform and facilitate integration activities for open service based architectures. Leverage infrastructure technologies, including cloud, to assist in the design and sizing of systems. Develop presentation packages to communicate concepts, ConOps, requirements and potential architectures to the customers, other segments and development teams. Attend and support TEMs, design reviews, and collaborate with external stakeholders and organizations. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Support performance engineering, trade studies, and scalability analyses as needed. Utilize and adhere to the software development lifecycle through the agile process, leveraging tools such as JIRA to track progress.</p>
54151S	Software Engineer (Junior Engineer)	2018-9	<p>Basic Function of the Job: The Junior Software Engineer has a general knowledge of Software Engineering industry practices, techniques and standards, and performs the following functions under general supervision: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Software Engineer (Mid-Level Engineer)	2018-10	<p>Basic Function of the Job: The Mid-Level Software Engineer has a sound understanding of industry practices, techniques and standards, and may perform the following functions under general direction from supervision: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>
54151S	Software Engineer (Senior Engineer)	2018-11	<p>Basic Function of the Job: The Senior Software Engineer has a complete understanding and application of Software Engineering concepts, standards, and principles, and may perform the following functions under general direction: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Software Engineer (Principal Engineer)	2018-12	<p>Basic Function of the Job: The Principal Software Engineer has extensive expertise, and full knowledge of other related disciplines. The Principal Software Engineer may perform the following functions without appreciable direction: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Software Engineer (Senior Principal Engineer)	2018-13	<p>Basic Function of the Job: The Senior Principal Software Engineer Develops advanced concepts, techniques and standards, and develops new applications based on professional principles and theories. The Senior Principal Software Engineer performs or manages the following functions for more complex tasks: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Software Engineer (Senior Principal Engineer II)	2018-14	<p>Basic Function of the Job: The Senior Principal II Software Engineer exhibits an exceptional degree of ingenuity, creativity and resourcefulness, and Applies and/or develops highly advanced concepts, techniques and standards. The Senior Principal Software Engineer II will often perform a leadership role or act independently in performing the following functions: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Software Engineer (Senior Principal Engineer III)	2018-15	<p>Basic Function of the Job: The Senior Principal III Software Engineer typically manages subordinate management and/or experienced specialist employees who exercise significant latitude and independence, often heading one or more teams. The Senior Principal Software Engineer III may perform or manage the following functions for the most complex tasks: Develop and modify applications, software, services, utilities, interfaces, and systems that support geospatial systems and analysts. Document and resolve DRs, and collaborate with test personnel to verify and update fixes. Work with systems engineers to elicit and understand user needs, analyze system capabilities to resolve problems on program intent, output requirements, input data acquisition, programming techniques and controls. Utilize configuration management to baseline code updates, and develop software using mature software lifecycle processes. Adhere to agile and other development practices, and document all updates in a software tracking tool such as JIRA.</p> <p>Primary Duties and Responsibilities: Utilize well defined software processes, such as Agile, to work in a rapid development environment as part of a development team. Design, code and unit test front and back end solutions for integrated Geospatial systems using packages such as in HTML, CSS, C++, C#, Java and JavaScript. Develop integration code to connect and interface Geospatial systems and services. Develop solutions that utilize open standards and ICDs to promote interoperability through service based architectures. Support the development and configuration of database systems. Analyze, fix, and document DRs on geospatial systems. Work with systems engineering and test teams to understand and develop solutions that address program requirements. Assist in software design and architecture decisions. Document design artifacts in architecture software, including class and sequence diagrams. Update and document knowledge and best practices in common repositories such as Confluence Wiki. Participate in agile scrum teams through the agile process. Work with systems engineering and management to establish user stories and closure criteria. Participate in the software feature and story estimations using standard software estimation tools and practices. Support program reviews and milestones including FATs, SATs, and IV&amp;Vs. Contribute to and maintain a continuous integration environment.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cloud Engineer (Junior Engineer)	2018-16	<p>Basic Function of the Job: The Junior Cloud Engineer has a general knowledge of Cloud Engineering industry practices, techniques and standards, and performs the following functions under general supervision: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cloud Engineer (Mid-Level Engineer)	2018-17	<p>Basic Function of the Job: The Mid-Level Cloud Engineer has a sound understanding of industry practices, techniques and standards, and may perform the following functions under general direction from supervision: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cloud Engineer (Senior Engineer)	2018-18	<p>Basic Function of the Job: The Senior Cloud Engineer has a complete understanding and application of Cloud Engineering concepts, standards, and Principals, and may perform the following functions under general direction: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>
54151S	Cloud Engineer (Principal Engineer)	2018-19	<p>Basic Function of the Job: The Principal Cloud Engineer has extensive expertise, and full knowledge of other related disciplines. The Principal Cloud Engineer may perform the following functions without appreciable direction: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Assess various cloud providers to trade off cost, system performance, and compatibility. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimizations strategy that ensures cloud solutions provide the desired benefits at a correct cost. Configure a cloud monitoring approach that provides stakeholders and engineering with a view into the status and performance of cloud hosted systems. Document cloud architectures that make best use of available, value-added cloud services.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cloud Engineer (Senior Principal Engineer)	2018-20	<p>Basic Function of the Job: The Senior Principal Cloud Engineer Develops advanced concepts, techniques and standards, and develops new applications based on professional principles and theories. The Senior Principal Cloud Engineer performs or manages the following functions for more complex tasks: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>
54151S	Cloud Engineer (Senior Principal Engineer II)	2018-21	<p>Basic Function of the Job: The Senior Principal II Cloud Engineer exhibits an exceptional degree of ingenuity, creativity and resourcefulness, and Applies and/or develops highly advanced concepts, techniques and standards. The Senior Principal Cloud Engineer II will often perform a leadership role or act independently in performing the following functions: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cloud Engineer (Senior Principal Engineer III)	2018-22	<p>Basic Function of the Job: The Senior Principal III Cloud Engineer manages subordinate management and/or experienced specialist employees who exercise significant latitude and independence, often heading one or more teams. The Senior Principal Cloud Engineer III may perform or manage the following functions for the most complex tasks: Provide cloud capabilities as a service, using the SaaS, PaaS, and/or IaaS service models. Assess, recommend, and implement solutions which meet service models including SaaS, PaaS, and IaaS. Advise and design deployment models which make use of public, private, community, or hybrid models. Design and Implement cloud hosted solutions for geospatial systems and services that enable ubiquitous, convenient, and on-demand network access to a pool of configuration computing resources that can be rapidly provisioned and released with minimal management or service provider effort. Design cloud solutions that meet the NIST definitions of cloud computing, including on demand self service, broad network access, resource pooling, rapid elasticity, measured service. Utilize cloud technology to improve system performance and program lifecycle cost. Design cloud solutions and architectures for public, private, and hybrid cloud approaches. Optimize cloud pricing through intelligent cloud design and efficiencies.</p> <p>Primary Duties and Responsibilities: Work with systems and software engineering to design and implement cloud solutions that meet NIST cloud definitions, and address the 5 essential characteristics. For SaaS offerings, size and architect cloud solutions on the provider's infrastructure, that make best use of cloud resources. For PaaS offerings, utilize provider supplied tools for deployed applications. Size and architect the solutions with limited platform configuration recommendations. For IaaS, size and provision computing resources, to include OS, storage, platform, deployed applications and infrastructure configuration. Optimize, size, and architect, resource utilization and services used in cloud offering.</p> <p>Work with software and systems engineering to establish software architectures that are best suited for the cloud, including scalability and modularity recommendations. Design failover and redundancy solutions to meet core requirements. Configure cloud-based development and integration environments, including the use of DevOps where applicable. Establish connectivity to cloud environments from factory and developer sites for prime and subcontractors. Execute a cost optimization strategy, where applicable, that ensures cloud solutions provide the desired benefits at a correct cost. Document cloud architectures that make best use of available, value-added cloud services.</p>
54151S	Geospatial Hardware Engineer (Junior Engineer)	2018-23	<p>Basic Function of the Job: The Junior Hardware Engineer has a general knowledge of Hardware Engineering industry practices, techniques and standards, and performs the following functions under general supervision: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Geospatial Hardware Engineer (Mid-Level Engineer)	2018-24	<p>Basic Function of the Job: The Mid-Level Hardware Engineer has a sound understanding of industry practices, techniques and standards, and may perform the following functions under general direction from supervision: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>
54151S	Geospatial Hardware Engineer (Senior Engineer)	2018-25	<p>Basic Function of the Job: The Senior Hardware Engineer has a complete understanding and application of Hardware Engineering concepts, standards, and Principals, and may perform the following functions under general direction: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Geospatial Hardware Engineer (Principal Engineer)	2018-26	<p>Basic Function of the Job: The Principal Hardware Engineer has extensive expertise, and full knowledge of other related disciplines. The Principal Hardware Engineer may perform the following functions without appreciable direction: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>
54151S	Geospatial Hardware Engineer (Senior Principal Engineer)	2018-27	<p>Basic Function of the Job: The Senior Principal Hardware Engineer Develops advanced concepts, techniques and standards, and develops new applications based on professional principles and theories. The Senior Principal Hardware Engineer performs or manages the following functions for more complex tasks: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Geospatial Hardware Engineer (Senior Principal Engineer II)	2018-28	<p>Basic Function of the Job: The Senior Principal II Hardware Engineer exhibits an exceptional degree of ingenuity, creativity and resourcefulness, and Applies and/or develops highly advanced concepts, techniques and standards. The Senior Principal Hardware Engineer II will often perform a leadership role or act independently in performing the following functions: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>
54151S	Geospatial Hardware Engineer (Senior Principal Engineer III)	2018-29	<p>Basic Function of the Job: The Senior Principal III Hardware Engineer manages subordinate management and/or experienced specialist employees who exercise significant latitude and independence, often heading one or more teams. The Senior Principal Hardware Engineer III may perform or manage the following functions for the most complex tasks: Install, configure, and maintain hardware networks, servers, storage devices, racking, wiring, and access control components for Government and Factory equipment. Assist in the A&amp;A of hardware devices and systems. Work with systems and software engineering to understand and size hardware systems for development, integration and operational environments. Make recommendations on hardware approaches and selection. Document hardware solutions and plans. Work with software, systems and test teams to ensure the hardware is operational for development, integration, test and deployment. Troubleshoot hardware related DRs.</p> <p>Primary Roles and Responsibilities: Install and configure hardware in support of Geospatial solutions for operational and factory equipment. Modify, update, and maintain servers, virtual machines, cloud nodes, when applicable. Develop and maintain VM templates. Perform hardware architectural design and sizing analyses to formulate technical solutions. Conduct performance and tuning activities to improve hardware performance. Troubleshoot issues and DRs associated with CPU, Memory, IO and network. Work with Security Engineering to support updates to HW related operating systems to mitigate the impacts of the resolution of A&amp;A findings. Develop and manage Bills of Materials, and provisioned hardware. Develop documentation and CDRLs pertaining to hardware design and configuration.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cyber Security Engineer (Junior Engineer)	2018-30	<p>Basic Function of the Job: The Junior Cyber Security Engineer has knowledge of A&amp;A, and may perform the following tasks under supervision: Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts and DISA STIGS, apply and test security patches, ensure IDAM Compliance. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>
54151S	Cyber Security Engineer (Mid-Level Engineer)	2018-31	<p>Basic Function of the Job: The Mid-Level Cyber Security Engineer sound understanding and experience with A&amp;A and may perform the following tasks under supervision: Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts and DISA STIGS, apply and test security patches, ensure IDAM Compliance. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cyber Security Engineer (Senior Engineer)	2018-32	<p>Basic Function of the Job: The Senior Cyber Security Engineer has a extensive understanding and relevant experience with A&amp;A, and may perform the following tasks under limited supervision: Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts, and DISA STIGS, apply and test security patches, ensure IDAM Compliance, support security control compliance activities. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>
54151S	Cyber Security Engineer (Principal Engineer)	2018-33	<p>Basic Function of the Job: The Principal Cyber Security Engineer has a complete understanding and extensive experience with A&amp;A and may perform the following tasks under limited supervision: Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts, and DISA STIGS, apply and test security patches, ensure IDAM Compliance, support security control compliance activities. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cyber Security Engineer (Senior Principal Engineer)	2018-34	<p>Basic Function of the Job: The Senior principal Cyber Security Engineer has expert knowledge and experience with A&amp;A and may utilize advanced concepts and techniques. The Senior Principal Cyber Security Engineer may perform the following tasks: Perform security engineering and architecting activities to ensure defense in depth. Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts and DISA STIGS, apply and test security patches, ensure IDAM Compliance, coordinate security control compliance activities. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>
54151S	Cyber Security Engineer (Senior Principal Engineer II)	2018-35	<p>Basic Function of the Job: The Senior principal II Cyber Security Engineer has expert knowledge and experience with A&amp;A and may develop or apply highly advanced concepts or techniques. The Senior Principal II Cyber Security Engineer may perform the following tasks: Perform security engineering and architecting activities to ensure defense in depth. Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts and DISA STIGS, apply and test security patches, ensure IDAM Compliance, coordinate security control compliance activities. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
54151S	Cyber Security Engineer (Senior Principal Engineer III)	2018-36	<p>Basic Function of the Job: The Senior principal III Cyber Security Engineer has expert knowledge and experience with A&amp;A and may utilize advanced concepts and techniques. The Senior principal III Cyber Security engineer typically manages subordinate management and/or experienced specialist employees who exercise significant latitude and independence, often heading one or more teams. The Senior Principal III Cyber Security Engineer may perform the following tasks: Perform security engineering and architecting activities to ensure defense in depth. Perform A&amp;A Analysis and identify Work off plan, address vulnerabilities based on IAVA alerts and DISA STIGS, apply and test security patches, ensure IDAM Compliance, coordinate security control compliance activities. Maintain A&amp;A status by executing Plan of Action and Milestones (POA&amp;M), updates to the SSP and conduct re-certification activities associated with any modifications or upgrades to Geospatial systems.</p> <p>Primary Roles and Responsibilities: Assess Geospatial systems and advise on A&amp;A vulnerabilities, DISA STIG and RMF security control compliance to SE, SW, teams and program stakeholders. Coordinate with management and the government accrediting officials to disposition vulnerability findings and compliance issues and develop plans for resolution. Conduct root cause analysis, fixes and configuration changes with the SE and SW teams to verify that the updates do not impact operations. Research common fixes and impacts to operating system, software and hardware-based vulnerabilities. Support the maintenance of A&amp;A status and recertification's activities. Develop security and vulnerability report related CDRLs.</p>
ANCILLARY	Program Manager I	2018-1	<p>Basic Function of the Job: The Program Manager I serves as the Program Manager or Deputy program manager of a specific program or effort, and may perform the following functions: Plan, manage, and direct the successful and final completion of all program requirements. Ensure overall compliance with the requirements of the SOW. Execute an efficient and accountable program that delivers to the Government in-depth, accurate, and timely information as to the technical, financial and schedule status of the contract including subcontracts. Prepare project plans and schedule, monthly status reports, oversee operations and maintenance personnel and tasking. Serve as the primary management interface to the Government PM and designated representatives.</p> <p>Primary Roles and Responsibilities: The Program Manager (PM) has full program management authority and responsibility for the conduct of the program. Ensure that the program meets or exceeds its cost, schedule, and performance targets and supports management reviews. Serve as the primary interface and single point of contact with the Government and directs the day-to-day activities required for planning and control of operations and maintenance. Review and approve all program deliverables, including CDRLs. Deliver status reports to internal and external Government stakeholders. Hold regular status meetings with the team and supports management of technical, schedule, and cost status; risk identification and mitigation; and key issues and concerns.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Program Manager II	2018-2	<p>Basic Function of the Job: The Program Manager II serves as the Program Manager or Deputy program manager of a specific program or effort, and may perform the following functions: Plan, manage, and direct the successful and final completion of all program requirements. Ensure overall compliance with the requirements of the SOW. Execute an efficient and accountable program that delivers to the Government in-depth, accurate, and timely information as to the technical, financial and schedule status of the contract including subcontracts. Prepare project plans and schedule, monthly status reports, oversee operations and maintenance personnel and tasking. Serve as the primary management interface to the Government PM and designated representatives.</p> <p>Primary Roles and Responsibilities: The Program Manager (PM) has full program management authority and responsibility for the conduct of the program. Ensure that the program meets or exceeds its cost, schedule, and performance targets and supports management reviews. Serve as the primary interface and single point of contact with the Government and directs the day-to-day activities required for planning and control of operations and maintenance. Review and approve all program deliverables, including CDRLs. Deliver status reports to internal and external Government stakeholders. Hold regular status meetings with the team and supports management of technical, schedule, and cost status; risk identification and mitigation; and key issues and concerns.</p>
ANCILLARY	Program Manager IV	2018-4	<p>Basic Function of the Job: The Program Manager IV is a director level Program Manager and serves as the Program Manager of a large program. The Program manager IV may perform the following functions: Plan, manage, and direct the successful and final completion of all program requirements. Ensure overall compliance with the requirements of the SOW. Execute an efficient and accountable program that delivers to the Government in-depth, accurate, and timely information as to the technical, financial and schedule status of the contract including subcontracts. Prepare project plans and schedule, monthly status reports, oversee operations and maintenance personnel and tasking. Serve as the primary management interface to the Government PM and designated representatives.</p> <p>Primary Roles and Responsibilities: The Program Manager (PM) has full program management authority and responsibility for the conduct of the program. Ensure that the program meets or exceeds its cost, schedule, and performance targets and supports management reviews. Serve as the primary interface and single point of contact with the Government and directs the day-to-day activities required for planning and control of operations and maintenance. Review and approve all program deliverables, including CDRLs. Deliver status reports to internal and external Government stakeholders. Hold regular status meetings with the team and supports management of technical, schedule, and cost status; risk identification and mitigation; and key issues and concerns.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Contracts/Subcontracts Administrator Junior	2018-5	<p>Basic Function of the Job: The Junior Contracts/Subcontracts administrator has knowledge of contracts and/or administrations principles and may perform the following tasks under supervision: Establish and manage subcontractor relationships with the prime contractor. Maintain accountability for compliance of subcontractors, and work with the PM ensure all products from the subcontractors comply with contract requirements. Work with the Government to get approval for the addition of subcontractors when applicable. Document all subcontract related CDRLs. Assist small businesses and businesses with limited Government experience to establish subcontractor relationships, including the establishment of SOWs.</p> <p>Primary Roles and Responsibilities: Serve as the primary interface for all teammate contracts personnel. Initiate Requests for Proposal as required. Develop, issue, and administer all subcontracts. Develop negotiation plans and lead/coordinate/conduct fact-finding and negotiations. Conduct Cost and Price analyses of subcontractor proposals as required. Communicate formal contractual direction to suppliers. Ensure contractual compliance with and provides guidance regarding BAE Systems procurement policies, procedures, and Federal Acquisition Regulations. Review and provides input to the SOW. Receive, logs, and distributes incoming correspondence from subcontractors. Maintain an accurate, up-to-date file of the negotiated subcontract agreement and all correspondence and documentation flowing between the subcontractor and BAE Systems. Coordinate approval and timely payment of Supplier Invoices.</p> <p>Close and archive subcontracts upon completion. Provide contractual direction to teammates. Authorize changes to subcontracts. Report to the Subcontracts Program Manager for the establishment and management of all subcontracts.</p>
ANCILLARY	Contracts/Subcontracts Administrator Mid-Level	2018-6	<p>Basic Function of the Job: The Mid-Level Contracts/Subcontracts administrator has knowledge and experience working contracts and/or subcontracts administration and may perform the following tasks under limited supervision: Establish and manage subcontractor relationships with the prime contractor. Maintain accountability for compliance of subcontractors, and work with the PM ensure all products from the subcontractors comply with contract requirements. Work with the Government to get approval for the addition of subcontractors when applicable. Document all subcontract related CDRLs. Assist small businesses and businesses with limited Government experience to establish subcontractor relationships, including the establishment of SOWs.</p> <p>Primary Roles and Responsibilities: Serve as the primary interface for all teammate contracts personnel. Initiate Requests for Proposal as required. Develop, issue, and administer all subcontracts. Develop negotiation plans and lead/coordinate/conduct fact-finding and negotiations. Conduct Cost and Price analyses of subcontractor proposals as required. Communicate formal contractual direction to suppliers. Ensure contractual compliance with and provides guidance regarding BAE Systems procurement policies, procedures, and Federal Acquisition Regulations. Review and provides input to the SOW. Receive, logs, and distributes incoming correspondence from subcontractors. Maintain an accurate, up-to-date file of the negotiated subcontract agreement and all correspondence and documentation flowing between the subcontractor and BAE Systems. Coordinate approval and timely payment of Supplier Invoices.</p> <p>Close and archive subcontracts upon completion. Provide contractual direction to teammates. Authorize changes to subcontracts. Report to the Subcontracts Program Manager for the establishment and management of all subcontracts.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Contracts/Subcontracts Administrator Senior	2018-7	<p>Basic Function of the Job: The Senior Contracts/Subcontracts administrator has extensive knowledge and experience with contracts and/or subcontracts administration and may perform the following tasks: Establish and manage subcontractor relationships with the prime contractor. Maintain accountability for compliance of subcontractors, and work with the PM ensure all products from the subcontractors comply with contract requirements. Work with the Government to get approval for the addition of subcontractors when applicable. Document all subcontract related CDRLs. Assist small businesses and businesses with limited Government experience to establish subcontractor relationships, including the establishment of SOWs.</p> <p>Primary Roles and Responsibilities: Serve as the primary interface for all teammate contracts personnel. Initiate Requests for Proposal as required. Develop, issue, and administer all subcontracts. Develop negotiation plans and lead/coordinate/conduct fact-finding and negotiations. Conduct Cost and Price analyses of subcontractor proposals as required. Communicates formal contractual direction to suppliers. Ensures contractual compliance with and provides guidance regarding BAE Systems procurement policies, procedures, and Federal Acquisition Regulations. Reviews and provides input to the SOW. Receive, logs, and distributes incoming correspondence from subcontractors. Maintain an accurate, up-to-date file of the negotiated subcontract agreement and all correspondence and documentation flowing between the subcontractor and BAE Systems Coordinates approval and timely payment of Supplier Invoices. Close and archive subcontracts upon completion. Provide contractual direction to teammates. Authorize changes to subcontracts. Report to the Subcontracts Program Manager for the establishment and management of all subcontracts.</p>
ANCILLARY	Program Security Junior	2018-8	<p>Basic Function of the Job: The Junior Security Specialist has knowledge of security administration and may perform the following tasks under supervision: Provide facility clearance for the level of security required to perform the work under this contract, provide assigned personnel that are cleared to the proper level, institute a program protection planning process. Assist in the setup, configuration, and management of security related systems and accesses. Support security related activities for geospatial programs including the movement of data.</p> <p>Primary Roles and Responsibilities: Support program specific security needs, certifications, and reviews. Manage clearances of program personnel.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Program Security Mid-Level	2018-9	<p>Basic Function of the Job: The Mid-Level Security Specialist has knowledge and experience working security administration and may perform the following tasks under limited supervision: Provide facility clearance for the level of security required to perform the work under this contract, provide assigned personnel that are cleared to the proper level, institute a program protection planning process. Assist in the setup, configuration, and management of security related systems and accesses. Support security related activities for geospatial programs including the movement of data.</p> <p>Primary Roles and Responsibilities: Support program specific security needs, certifications, and reviews. Manage clearances of program personnel.</p>
ANCILLARY	Program Security Senior	2018-10	<p>Basic Function of the Job: The Senior Security Specialist has extensive knowledge and experience with security administration and may perform the following tasks: Provide facility clearance for the level of security required to perform the work under this contract, provide assigned personnel that are cleared to the proper level, institute a program protection planning process. Assist in the setup, configuration, and management of security related systems and accesses. Support security related activities for geospatial programs including the movement of data.</p> <p>Primary Roles and Responsibilities: Support program specific security needs, certifications, and reviews. Manage clearances of program personnel.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Finance Junior	2018-11	<p>Basic Function of the Job: The Junior Finance Specialist has knowledge of financial principles applied to DoD programs, and may perform the following tasks under supervision: Financial management including implementation of budget baseline, incorporation of budget and forecast changes, and reporting of financial metrics. Create and maintain charge numbers, review and process labor adjustment transactions, generate and analyze monthly CFSR deliverable, track labor charging, respond to customer questions regarding financials, and support program management. Perform Program Control Analysis, and Budget Analysis activities. Support pricing and estimating activities.</p> <p>Primary Roles and Responsibilities: Perform activities and efforts associated with Task Order Contract Administration, including contract initiation, contract modifications, reports and support for the PM as needed. Implement Task Order closeout. Monitor and control cost and schedules. Perform analyses and prepare reports to ensure that contracts are within negotiated parameters and government cost control guidelines. Prepare budgets and schedules and performs and/or assists in financial analyses such as variance analysis. Prepare program plans to ensure program requirements and statement of work are captured and scheduled. Perform schedule risk assessments to identify and mitigate program cost and scheduling risks. Compile and review budgets using actual performance, previous budget figures, estimated revenue, expense reports, and other data sources to control funds and provide for proper financial administration. Prepare financial plans, analyzes trends, establishes personnel forecasts, recommend and interprets budgetary policies and procedures, prepare comparative evaluation of actual costs against budgeted funds, and determine rationale for variances between costs and budget.</p>
ANCILLARY	Finance Mid-Level	2018-12	<p>Basic Function of the Job: The Mid-Level Finance Specialist has knowledge and experience working finance for DoD programs and may perform the following tasks under limited supervision: Financial management including implementation of budget baseline, incorporation of budget and forecast changes, and reporting of financial metrics. Create and maintain charge numbers, review and process labor adjustment transactions, generate and analyze monthly CFSR deliverable, track labor charging, respond to customer questions regarding financials, and support program management. Perform Program Control Analysis, and Budget Analysis activities. Support pricing and estimating activities.</p> <p>Primary Roles and Responsibilities: Perform activities and efforts associated with Task Order Contract Administration, including contract initiation, contract modifications, reports and support for the PM as needed. Implement Task Order closeout. Monitor and control cost and schedules. Perform analyses and prepare reports to ensure that contracts are within negotiated parameters and government cost control guidelines. Prepare budgets and schedules and performs and/or assists in financial analyses such as variance analysis. Prepare program plans to ensure program requirements and statement of work are captured and scheduled. Perform schedule risk assessments to identify and mitigate program cost and scheduling risks. Compile and review budgets using actual performance, previous budget figures, estimated revenue, expense reports, and other data sources to control funds and provide for proper financial administration. Prepare financial plans, analyzes trends, establishes personnel forecasts, recommend and interprets budgetary policies and procedures, prepare comparative evaluation of actual costs against budgeted funds, and determine rationale for variances between costs and budget.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Finance Senior	2018-13	<p>Basic Function of the Job: The Senior Finance Specialist has extensive knowledge and experience with finance on DoD programs, and may perform the following tasks: Financial management including implementation of budget baseline, incorporation of budget and forecast changes, and reporting of financial metrics. Create and maintain charge numbers, review and process labor adjustment transactions, generate and analyze monthly CFSSR deliverable, track labor charging, respond to customer questions regarding financials, and support program management. Perform Program Control Analysis, and Budget Analysis activities. Support pricing and estimating activities.</p> <p>Primary Roles and Responsibilities: Perform activities and efforts associated with Task Order Contract Administration, including contract initiation, contract modifications, reports and support for the PM as needed. Implement Task Order closeout. Monitor and control cost and schedules. Perform analyses and prepare reports to ensure that contracts are within negotiated parameters and government cost control guidelines. Prepare budgets and schedules and performs and/or assists in financial analyses such as variance analysis. Prepare program plans to ensure program requirements and statement of work are captured and scheduled. Perform schedule risk assessments to identify and mitigate program cost and scheduling risks. Compile and review budgets using actual performance, previous budget figures, estimated revenue, expense reports, and other data sources to control funds and provide for proper financial administration. Prepare financial plans, analyzes trends, establishes personnel forecasts, recommend and interprets budgetary policies and procedures, prepare comparative evaluation of actual costs against budgeted funds, and determine rationale for variances between costs and budget.</p>
ANCILLARY	Configuration and Data Management Junior	2018-14	<p>Basic function of the Job: The Junior Configuration and Data Management Specialists has knowledge of Configuration Management applied to DoD programs, and may perform the following tasks under supervision: Manage and control the program baseline. Provide baseline identification for developing and released software products; provide a snapshot of dynamically changing software; tracks concurrent modification of items (i.e. modules); ensure the orderly release and implementation of new or revised software products. Administer and maintain configuration management tools. Perform CDRL scheduling, reviewing, receiving/logging, and GFE/GFI and purchased material.</p> <p>Primary Roles and Responsibilities: Perform Configuration Management functions to include configuration identification, configuration control (change control), configuration status accounting, audits and reviews and release processing. Document and manage Configuration Management Plans, CM Audit Reports, and related CDRLS. Maintain control of changes to specifications, design data, implementation documentation, source code, object code, test documentation, and other documentation. Ensure a consistent mapping among the documentation and code associated with all versions of program related software. Maintain records of GFE/GFI. Assist in the production, delivery, and logistics of CDRLs and other government deliverables.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Configuration and Data Management Mid-Range	2018-15	<p>Basic function of the Job: The Mid-Level Configuration and Data Management Specialists Specialist has knowledge and experience working Configuration Management for DoD programs and may perform the following tasks under limited supervision: Manage and control the program baseline. Provide baseline identification for developing and released software products; provide a snapshot of dynamically changing software; tracks concurrent modification of items (i.e. modules); ensure the orderly release and implementation of new or revised software products. Administer and maintain configuration management tools. Perform CDRL scheduling, reviewing, receiving/logging, and GFE/GFI and purchased material.</p> <p>Primary Roles and Responsibilities: Perform Configuration Management functions to include configuration identification, configuration control (change control), configuration status accounting, audits and reviews and release processing. Document and manage Configuration Management Plans, CM Audit Reports, and related CDRLS. Maintain control of changes to specifications, design data, implementation documentation, source code, object code, test documentation, and other documentation. Ensure a consistent mapping among the documentation and code associated with all versions of program related software. Maintain records of GFE/GFI. Assist in the production, delivery, and logistics of CDRLs and other government deliverables.</p>
ANCILLARY	Scheduling Specialist Junior	2018-17	<p>Basic function of the Job: The Junior Scheduling Specialists has knowledge of Scheduling applied to DoD programs, and may perform the following tasks under supervision: Conduct project planning and scheduling activities for the full program lifecycle. Generate and maintain program schedules for development, research, integration, and O&amp;S efforts. Synchronize schedules with government milestones and other stakeholder and teammate activities. Identify and mitigate schedule impediments, and align tasks to best allow the program to deliver value within budgetary and temporal constraints.</p> <p>Primary Roles and Responsibilities: Develop, update and maintain the IMS through close interaction with program personnel. Help identify and implement strategies to help optimize schedule execution. Identify critical and driving path activities based on analysis of the network logic. Report scheduling updates to the Program Manager and Key stakeholders. Develop and update Schedule related CDRLs.</p>

**Product-Related Maintenance and Support Services, and Labor Categories**

SIN	SERVICE	PART NUMBER	JOB DESCRIPTION
ANCILLARY	Scheduling Specialist Mid-Level	2018-18	<p>Basic function of the Job: The Mid-Level Scheduling Specialists Specialist has knowledge and experience working as a Master Scheduler for DoD programs and may perform the following tasks under limited supervision: Conduct project planning and scheduling activities for the full program lifecycle. Generate and maintain program schedules for development, research, integration, and O&amp;S efforts. Synchronize schedules with government milestones and other stakeholder and teammate activities. Identify and mitigate schedule impediments, and align tasks to best allow the program to deliver value within budgetary and temporal constraints.</p> <p>Primary Roles and Responsibilities: Develop, update and maintain the IMS through close interaction with program personnel. Help identify and implement strategies to help optimize schedule execution. Identify critical and driving path activities based on analysis of the network logic. Report scheduling updates to the Program Manager and Key stakeholders. Develop and update Schedule related CDRLs.</p>
ANCILLARY	Scheduling Specialist Senior	2018-19	<p>Basic function of the Job: The Senior Scheduling Specialist has extensive knowledge and experience as a Master Scheduler on DoD programs, and may perform the following tasks: Conduct project planning and scheduling activities for the full program lifecycle. Generate and maintain program schedules for development, research, integration, and O&amp;S efforts. Synchronize schedules with government milestones and other stakeholder and teammate activities. Identify and mitigate schedule impediments, and align tasks to best allow the program to deliver value within budgetary and temporal constraints.</p> <p>Primary Roles and Responsibilities: Develop, update and maintain the IMS through close interaction with program personnel. Help identify and implement strategies to help optimize schedule execution. Identify critical and driving path activities based on analysis of the network logic. Report scheduling updates to the Program Manager and Key stakeholders. Develop and update Schedule related CDRLs.</p>

**Rider to Manufacturer Commercial Supplier Agreements  
(for U.S. Government End-Users)**

- 1. Scope.** This Rider and the Manufacturer’s Commercial Supplier Agreement (CSA) establish the terms and conditions enabling BAE Systems to provide Software and Services to U.S. Government agencies (the "Client" or “Licensee”).
- 2. Applicability.** The terms and conditions in the attached CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Contractor Multiple Award Schedule Contract, GS35F351DA, including, but not limited to the following:

  - (a) Contracting Parties.** The Government customer (Licensee) is the “Ordering Activity”, defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
  - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.
  - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

**(d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Contractor BAE Systems on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.

**(e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Contractor BAE Systems may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.

**(f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

**(g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

**(h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.

**(i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third-party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Contractor XYX, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(r) Limitation of Liability: Subject to the following:**

Contractor BAE Systems, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Contractor BAE Systems, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

**(s) Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

**(t) Public Access to Information.** Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

**(u) Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

TERMS AND CONDITIONS

1. [GXP and SIG Terms and Conditions](#)
  - A. [Attachment A](#)
    - i. [GXP Software License Agreement](#)
    - ii. [SIG Software License Agreement](#)
  - B. [Attachment B](#)
    - i. [GXP Upgrade Entitlement Policy](#)
    - ii. [SIG Maintenance Support Services](#)
2. [Cyber Terms and Conditions](#)
  - A. [Cyber Software License Agreement](#)

**Terms and Conditions:**

These are the terms and conditions that will apply to any delivery made by BAE Systems Information and Electronic Systems Integration Inc. (“BAE Systems”) to you, the Buyer. It is incumbent upon the Buyer to read all associated terms and conditions and Buyer’s issuance of an Order will be considered acceptance of all identified terms and conditions.

**I. General**

- 1. Prices.** Prices are in U.S. Dollars, firm for thirty (30) days unless otherwise noted. Prices are exclusive of any applicable sales and use taxes, withholding taxes, service taxes, value added taxes, goods and services taxes, applicable export and import fees, import, export and excise duties, customs duties, and similar charges and are payable by the Buyer.
- 2. Purchase Orders.** Orders can be sent via email, fax or direct mail. Orders shall be made out to BAE Systems Information and Electronic Systems Integration Inc. Orders can also be submitted via EXOSTAR ID EXO 7493 (if applicable). The mailing address is:

GXP Software Sales Office  
BAE Systems Information and Electronic Systems Integration Inc.  
Mail Zone 604-GXP  
10920 Technology Place  
San Diego, CA 92127-1874  
Tel: +1 (703) 668-4385 or (800) 316-9643 (US only)  
Fax: +1 (858) 592-1086  
E-mail: [gxporders@baesystems.com](mailto:gxporders@baesystems.com)

If by email, Orders must include an affirmative statement accepting the BAE Systems pricing and currency. The email must also include the name and address of the Buyer’s accounting contact authorized to receive BAE Systems’ invoices.

- 3. Payment Terms.** Net thirty (30) days, unless otherwise noted. Orders must be fully funded. Payment for training services is required net thirty (30) days from the BAE Systems invoice date. Payments are to be made to BAE Systems Information and Electronic Systems Integration Inc. Payments can be made by electronic transfer, check, Visa or MasterCard.

Electronic Funds Transfer (Preferred Method)  
BAE Systems Information and Electronic Systems Integration Inc.  
Citibank N.A.  
ABA # 031100209  
Deposit Account: 3880-6691  
Swift Code: CITIUS33

Mailing Lockbox Address:  
BAE Systems Information and Electronic Systems Integration, Inc. c/o Citibank N.A.  
P.O./Lockbox 7247-6941  
Philadelphia, PA 19170-6941

Bank Address and Contact Information:  
Citibank N.A.  
One Penn’s Way  
New Castle, DE 19720  
Phone: +1 (302) 323-5062  
Email: [bae.serviceteam@citigroup.com](mailto:bae.serviceteam@citigroup.com)

- 4. Independent Contractors.** The relationship of BAE Systems and Buyer established by an Order, or any applicable agreement is that of an independent contractor and no employment, agency, trust, partnership or fiduciary relationship is created by the applicable Terms and Conditions.
- 5. Export Control/Classified Deliverables.** BAE Systems product list may reference commercial software products (“Software”) and/or engineering, development, or training services (“Services”) subject to U.S. Export Licensing Regulations. Export of such Software or Services is governed by the Export Administration Regulations (EAR) and/or the International Traffic in Arms Regulations (ITAR). Export of such Software or Services to a non-U.S. person/entity may not be made without the proper prior authorization of the U.S. Government. Violations may result in administrative, civil or criminal penalties. The ECCN or USML (United States Munitions List) Category may be provided upon the Buyer’s request.

Classified Software or Services must be used for the performance of tasks or services essential to the fulfillment of a classified prime contract, or subcontract. Buyers of classified Software or Services certify that the classified deliverables will be used accordingly. Use of classified deliverables is governed by DoD 5220.22-M, National Industrial Security Program Operating Manual and/ or other applicable U.S. Government regulations on the use and protection of classified data.

- 6. Applicable Terms and Conditions.** These terms and conditions and the associated Software License Agreement (Attachment A), Upgrade Entitlement Policy Overview (Attachment B), Maintenance Support Services (Attachment B), where applicable, (“Terms and Conditions”) will be the only Terms and Conditions applicable to any resultant Order. Any Order received attempting to change, add to, or amend the standard BAE Systems Terms and Conditions will be deemed unacceptable and will be returned to the Buyer, unexecuted by BAE Systems. Buyer’s issuance of an Order shall be deemed express acceptance of all applicable Terms and Conditions.
- 7. Warranty.** EXCEPT AS OTHERWISE AGREED TO, BAE SYSTEMS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.
- 8. Limitation of Liability.** EXCEPT AS OTHERWISE AGREED, BAE SYSTEMS LIABILITY SHALL NOT EXCEED THE VALUE OF THE ACCEPTED ORDER FOR WHICH ANY CLAIM OF LOSS OR DAMAGE AROSE. UNDER NO CIRCUMSTANCES SHALL BAE SYSTEMS, ITS DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, OR SUBCONTRACTORS BE LIABLE FOR ANY, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSS, OR EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM THIS SALE OF SOFTWARE OR SERVICES TO BUYER.
- 9. Indemnification.** Except as otherwise agreed, Buyer agrees to indemnify, defend and save harmless BAE Systems, including its parent corporations, affiliates, and subsidiaries, from and against any and all third party claims and related liability for bodily injury to persons (including death) or damage to or loss of tangible personal property to the extent caused by the negligent acts, omissions, or misrepresentations of Buyer, its Consultants, agents or employees, including any and all expense and cost, legal or otherwise, incurred by BAE systems in the defense of any claim, demand or action arising out of any BAE Systems’ delivery to Buyer; provided, however, that Buyer shall not be liable for injury to persons or damage to or loss of property caused by the sole negligence of BAE Systems.
- 10. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in the Terms and Conditions, or any other applicable agreement, shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of the Terms and Conditions or any other applicable agreement, and the Terms and Conditions or any other applicable agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 11. Waiver.** If BAE Systems should waive any breach of any provision of the Terms and Conditions, or any other agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision of the Terms and Conditions or applicable agreement.
- 12. Force Majeure.** Any delay or nonperformance of any obligation anticipated by the Terms and Conditions, required by an Order, or outlined in the applicable Terms and Conditions caused by conditions beyond the reasonable control of BAE Systems shall not constitute a breach of the Terms and Conditions. A subsequent Order, or applicable agreement, and the time for performance of such obligation, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

13. **Governing Law.** The transaction and all actions arising there from shall be governed by the laws of the State of California, USA without regard to principals of conflicts of law. Each of the parties hereto agrees that any litigation with respect to this transaction or actions arising therefore shall be brought only in a federal or state court of competent jurisdiction located in the Counties of Southern California, and the parties agree to submit to the jurisdictions of such courts. The provisions of the International Sale of Goods Act and the United Nations' Convention for Contracts on the International Sale of Goods are hereby excluded and shall not apply.

14. **Confidentiality.** [NOT APPLICABLE]

II. **Software.** If the Terms and Conditions and subsequent Order will include the delivery of Software, the following conditions also apply:

15. **Use of Software.** Use of Software is subject to the terms and conditions of the standard BAE Systems Software License Agreement(s) applicable to the Software being delivered, which is hereby incorporated by reference and made part of the Terms and Conditions. See Attachment A and [www.geospatialexploitationproducts.com/license-agreements](http://www.geospatialexploitationproducts.com/license-agreements). It is the sole obligation of the Buyer to read and understand the applicable BAE Systems Software License Agreement before submitting an Order and the Buyer's submission of the Order shall be deemed to be express acceptance of the BAE Systems Software License Agreement(s). If the Buyer intends to procure only Software on behalf of an end user without first integrating it into a larger end-product, system, package, solution, or kit, Buyer must receive written approval from BAE Systems prior to any transfer of the Software to the end user. In such an instance, Buyer shall have no right to use the Software and shall flow the standard BAE Systems Software License Agreement to the end-user, who must accept its terms and conditions and who will be considered the licensee for the purposes of the BAE Systems standard Software License Agreement.

16. **Access to Software.** Use of and access to the Software is strictly limited to the number of licenses purchased, as reflected in the Order, whether the Software is accessed via a physical or virtual machine (including, but not limited to, computers, processors, servers, terminals, software-based virtual servers or computers, internet or cloud-based servers or computers). For avoidance of doubt, a separate license must be purchased for each instance of a virtual machine on which Software operates. It is understood that failure to comply with this provision is a material breach of the Terms and Conditions and may result in immediate termination of the Software License Agreement(s).

17. **Virtual Machine License Keys.** Temporary license keys will be issued in instances where use of Software will be operated on a virtual machine ("VM License Key").

18. **License Duration.** Temporary licenses will be issued at the time of order placement. Permanent licenses will be issued only after payment is made in full.

19. **Upgrade Entitlement; Maintenance**

a. For additional payment, Upgrade Entitlement ("UE") services may be provided as stated in UE Policy Overview. See Attachment B and [www.geospatialexploitationproducts.com/content/support/ue-policy](http://www.geospatialexploitationproducts.com/content/support/ue-policy). For avoidance of doubt, UE services are only applicable to BAE Systems' GXP products.

b. UE is not discountable. The period of performance for the UE is one year. Subscription fee(s) are payable yearly in advance of period of performance commencement. (FAR 52.232-12 (a)).

c. The period of performance for UE commences 91 days after factory shipment of the Software, unless otherwise agreed to by BAE Systems.

d. A reinstatement fee will be charged for all new and renewal upgrade entitlement (UE) orders received after existing warranty and entitlement expiration dates. This reinstatement fee is in addition to the entitlement fee. The new entitlement UE date will start one day after the last warranty and UE date has expired. UE renewal orders and the associated fee(s) must be received by the UE expiration date to avoid reinstatement penalties. Orders are subject to ten percent (10%) of reinstatement penalty fees for each month beyond the UE expiration date (i.e., less than thirty (30) days late is subject to a ten percent (10%) penalty fee; beyond thirty (30) days late is subject to a twenty percent (20%) penalty fee, past sixty (60) days late subject to a thirty percent (30%) penalty fee, etc.). Orders received greater than ten (10) months beyond the entitlement expiration date are subject to a one hundred percent (100%) of the reinstatement fee and retroactive UE subscription.

e. Issuance of Software Keys. For all purposes, including, but not limited to, expiration of VM License Key and transfer of Software, a UE is required in order to issue a replacement software license key, whether the replacement key is for a physical machine or virtual machine, and whether the license duration is temporary or permanent.

f. For additional payment, and where applicable, Maintenance services may be provided for BAE Systems' SIG products as stated in Maintenance Support Services. See Attachment B or [www.geospatialexploitationproducts.com](http://www.geospatialexploitationproducts.com).

g. In connection with UE, Maintenance, classified software licenses and other work as may be required, BAE Systems must be provided with reasonable access, both physical and virtual, to any premises, systems, facilities and Software, as necessary, including, but not limited to, assisting with necessary authorizations, security clearances (ex. DD254) and consents, whether from third parties or otherwise.

20. Software Documentation is on CD ROM, consisting of PDF versions of the User Manual and System Administrator Manual, together with BAE Systems Help. Customers also have access to frequently asked questions (FAQ's) and a discussion forum at [www.baesystems.com/gxp](http://www.baesystems.com/gxp).

21. Before purchasing new hardware to run GXP applications, customers should visit [www.baesystems.com/gxp](http://www.baesystems.com/gxp), for information about suitable computer configurations and, in particular, the range of graphics cards that are supported for stereoscopic viewing.

III. **Hardware.** If the Order includes the delivery of Hardware, the following terms and conditions apply:

22. Hardware warranties will be offered on a case-by-case basis, and will be based solely on the manufacturer's warranties, if any. Warranties of Hardware currently offered by the Original Equipment Manufacturers (OEMs) shall pass to the Buyer and shall be the Buyer's sole and exclusive remedy to correct deficiencies in the Hardware. BAE SYSTEMS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BAE Systems makes no warranties regarding any portion of any hardware deliverable developed by Buyer or by any third party, including any third party software, hardware or other third party products provided by BAE Systems.

IV. **Services.** [Reserved]

V. **System Integrators.** If the Order includes the delivery of Software or Hardware to a Buyer, who will then install, integrate, incorporate, or otherwise make the deliverable part of an end-product, system, package, solution, or kit, they will be considered a System Integrator and the following terms and conditions apply:

23. **System Integrator Requirement.** Buyer shall have no right or license to sell BAE Systems' Software or delivered Hardware on a stand-alone basis. Buyer agrees that it is seeking this Order for an identified opportunity and that BAE Systems' Software and/or delivered Hardware (in the aggregate) will not constitute more than seventy-five percent (75%) of the Buyer's end-product, system, package, solution, or kit.

24. **BAE Systems Standard End User License.** Buyer shall flow the standard BAE Systems Software License Agreement to the end-user, who must accept its terms and conditions and who will be considered the licensee for the purposes of the BAE Systems standard Software License Agreement. The Buyer's only right to the use Software or Hardware delivered in such a circumstance is limited to installation, integration, or incorporating the Software or Hardware in the Buyer's end-product, systems, package, solution, or kit for the specifically identified opportunity.

VI. **Foreign Orders.**

25. **Foreign Corrupt Practices Act.** The Buyer understands that BAE Systems will not tolerate corruption in its dealings with governmental or private customers. By issuing an Order, Buyer confirms its understanding of the Foreign Corrupt Practices Act (the "FCPA") (15 U.S.C. Section 78dd-1, et. seq.), as amended. Additionally, Buyer represents, warrants, and covenants that it shall comply fully with the FCPA. Buyer further represents, warrants, and covenants that it has not and will not, directly or indirectly, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value, to:

- a. an officer, employee, agent or reseller of any government, including any department, agency, or instrumentality thereof or any person acting in an official capacity therefor or on behalf thereof,
- b. a candidate for political office, any political party or any official of a political party; or
- c. any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any of the foregoing persons, for the purpose of influencing any act or decision of such government official, political party, party official, or candidate in his or its official capacity, including a decision to do or omit to do any act in violation of the lawful duty of such person or entity, or inducing such person or entity to use his or its influence with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality, in order to assist Buyer or BAE Systems in the promotion, marketing, or sale of any deliverable provided under an Order, or any applicable agreement.

VII. Subscriptions. [Reserved]

ATTACHMENT A

BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. GEOSPATIAL  
EXPLOITATION PRODUCTS® PLATFORM SOFTWARE LICENSE AGREEMENT

BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. SIG PRODUCTS™  
SOFTWARE LICENSE AGREEMENT

**BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.**

**GEOSPATIAL EXPLOITATION PRODUCTS®**

**PLATFORM SOFTWARE LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) APPLIES TO ANY SOFTWARE PRODUCT(S) THAT MAY BE PROVIDED BY BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. (“LICENSOR”) TO YOU (“LICENSEE”), INCLUDING BUT NOT LIMITED TO GXP XPLOER®, SOCET GXP®, SOCET SET®, GXP WEBVIEW™, GXP INMOTION™, GXP INMOTION™ SERVER GXP JPIP SERVER AND IF APPLICABLE (AS SPECIFICALLY IDENTIFIED IN THE APPLICABLE ORDERING DOCUMENT OR CONTRACT) THE GXP XPLOER SERVER JPIP CONNECTOR FOR EXELIS IAS AND/OR THE GXP XPLOER SERVER TO DIB CONNECTOR (EACH SEPARATELY REFERRED TO BELOW AS “GXP SOFTWARE”). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE (1) OPENING THE PACKAGE OR DOWNLOADING THE FILE CONTAINING THE GXP SOFTWARE, OR (2) CLICKING THE “I ACCEPT” BUTTON. THE GXP SOFTWARE AND THE ACCOMPANYING USER DOCUMENTATION (EACH REFERRED TO AS THE “PROGRAM”) ARE COPYRIGHTED AND LICENSED - NOT SOLD. BY OPENING THE SOFTWARE PACKAGE, OR CLICKING “I ACCEPT”, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT PROMPTLY RETURN THE UNOPENED PACKAGE TO THE PARTY FROM WHOM IT WAS ACQUIRED, CANCEL THE DOWNLOAD OR CANCEL THE INSTALLATION. IF YOU ARE A UNITED STATES (“U.S”) GOVERNMENT CUSTOMER, ACCEPTANCE OF THESE TERMS ARE EFFECTUATED BY ACCEPTANCE OF A PROPOSAL, QUOTE, OR OTHER ORDERING DOCUMENT OR CONTRACT INCORPORATING THIS AGREEMENT BY REFERENCE OR OTHERWISE OR BY CONTRACTING OFFICER EXECUTION OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE LICENSING OF THE PROGRAM BETWEEN LICENSEE AND LICENSOR, AND IT SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. THE PARTIES HERETO RECOGNIZE THAT THE FEDERAL GOVERNMENT IS SUBJECT TO STATUTORY RESTRICTIONS REGARDING THIRD PARTY SOFTWARE TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE), WHICH IT IS PERMITTED TO ACCEPT. ACCORDINGLY, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT AND/OR IN ANY SOFTWARE LICENSE APPLICABLE TO ANY SOFTWARE DELIVERED HEREUNDER, THE PARTIES HERETO RECOGNIZE THAT THE GOVERNMENT CANNOT, AND DOES NOT, AGREE TO ANY THIRD PARTY SOFTWARE TERMS AND CONDITIONS IDENTIFIED IN APPENDIX A OR INCORPORATED IN THIS AGREEMENT BY REFERENCE, THE ACCEPTANCE OF WHICH WOULD VIOLATE FEDERAL LAW OR ANY STATUTORY CONSTRAINT. IN THE EVENT THE GOVERNMENT OBJECTS TO SUCH TERM(S), THE GOVERNMENT AGREES THAT IT SHALL RETURN THE AFFECTED SOFTWARE UNUSED IN ACCORDANCE WITH ARTICLE 13 (GOVERNMENT ACQUISITIONS) OF THIS AGREEMENT.

**1. License Grant** Licensor hereby grants to Licensee a limited, non-exclusive license to use the Program, in machine-readable, object code form on a single computer (Node Locked Licensed version) or on any one networked-computer at one time (Floating Licensed version) only as authorized by this Agreement. Licensee has no right to assign, sublicense, transfer, pledge, lease, rent, or share its rights under the license or this Agreement. Except as and only to the extent expressly permitted by applicable law and Section 15 of this Agreement, Licensee may not copy, decompile, reverse engineer, disassemble, unbundle, modify, or create derivative works of the Program or any part thereof. Licensee may make one (1) copy of the Program in machine-readable form for backup purposes; provided, however, that Licensee shall reproduce any Licensor or third party copyright, trademark and patent notices on the Program on such backup copy.

**1.1 License Type**

**Perpetual License.** A license grant that is not limited in duration, subject to early termination pursuant to this Agreement.

**Term License.** A license grant that is limited in duration, which duration is as indicated in an order or purchasing document placed by Licensee for the Program (“License Period”).

**2. Restrictions on Use of Program** Licensee may use the Program in accordance with the terms and conditions set forth in this Agreement. Licensee may use the Program solely for lawful purposes. Licensee may not use the Program in any manner that violates any U.S., international, or foreign laws or regulations or any third party’s rights, including copyright, patent, privacy or publicity rights, or other intellectual property rights.

**3. Transfer** The Program may be transferred to a computer of like configuration, or the computer on which the Program resides may be transferred to another location of Licensee's organization within the same country in which the computer was located when the Program was originally licensed and installed, so long as such transfer is made in accordance with the U.S. Department of Commerce Export Administration Regulations and Section 4 of this Agreement.

**4. Export Restrictions** Licensee shall comply with all export laws and restrictions and regulations of the United States Department of Commerce, the United States Department of State, the United States Department of Treasury Office of Foreign Assets Control (“OFAC”), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations (or any successor supplement or regulations), or the OFAC regulations found at 31 C.F.R. 500 et seq.). By installing or using the Program, Licensee is agreeing to the foregoing and is representing and warranting that it is not located in, under the control of, or a national or resident of any restricted country or on any such list. Licensee shall indemnify and hold Licensor (and its licensors) harmless from and against any liability that may arise from Licensee’s failure to comply with all export control laws and regulations. If Licensee is the U.S. Government (defined below), Licensee is not required to indemnify Licensor, but Licensee assumes all risks associated with its failure to comply with any export control laws or regulations, if applicable. Any transfer of the Program outside the country of initial installation shall be permitted only with Licensor’s prior written consent.

## **5. Term; Termination**

**5.1. Perpetual License.** The term of this Agreement for a Perpetual License will continue unless and until terminated in accordance with the provisions hereof.

**5.2. Term Licenses.** The term of this Agreement for a Term License will continue for the License Period unless and until terminated in accordance with the provisions hereof.

**5.3. Termination.** Licensee may terminate this Agreement at any time by returning the Program and all copies to Licensor or by deleting the Program and providing Licensor certification of Program deletion to the following address: BAE Systems Information and Electronic Systems Integration Inc, 10920 Technology Place, San Diego, CA 92127, Attention: GXP Customer Support Manager. Licensor may terminate this License Agreement if, in the Licensor’s sole discretion, (a) the Licensee is in breach of any provision of this Agreement; (b) Licensor determines it will no longer license or support the Program; or (c) the Program becomes or in Licensor’s opinion is likely to become, the subject of a claim of infringement of any intellectual property right. In addition, if Licensee is the U.S. Government, Licensor may terminate this Agreement if Licensee breaches this Agreement, provided that such relief is granted to Licensor after following the dispute resolution process of FAR 52.233-1 (Disputes). Upon termination of this Agreement, Licensee shall, as directed by Licensor at its sole option, return or destroy all copies of the Program. Neither termination by Licensee, nor termination by Licensor for breach, shall entitle Licensee to a refund of any portion of the Licensee fee.

## **6. Limited Warranty**

**6.1 Media Warranty** For ninety (90) calendar days from the date of shipment (the “Warranty Period”), Licensor warrants the media on which the Program is contained will be free from defects in materials and workmanship. During the Warranty Period, Licensee may return the defective media to Licensor and it will be replaced without charge. Replacement of media is Licensee's sole remedy in the event of a media defect.

**6.2 Program Warranty** Licensor warrants that the Program shall substantially perform as described in its user’s manual, as it exists on the date of delivery, during the Warranty Period. This warranty is void where Licensee’s use is unauthorized, in breach of this

Agreement, or where non-conformity is related to inaccurate or incorrect Licensee data. Licensor's sole obligation under this warranty shall be limited to using reasonable efforts to correct any reported defects and to supply a corrected version as soon as reasonable after being notified of such defects. Licensor does **NOT** warrant that (a) the operation of the Program shall be uninterrupted or error-free; or (b) the functions contained in the Program shall operate in all combinations or sequences; or (c) the Program shall meet Licensee's requirements; or (d) that defects for which there is a reasonable work-around procedure will be corrected.

**6.3 Disclaimer of Warranties** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM AND DATA IS AT ITS SOLE RISK. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS," WITH ANY AND ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, LICENSOR AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), ARE ERROR-FREE OR WILL BE UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET LICENSEE'S REQUIREMENTS. FURTHER, LICENSOR MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED WITH THE PROGRAM. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**7. Limitation of Liability** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE PROGRAM AND/OR DATA, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING, IN NO EVENT SHALL DAMAGES EXCEED THE LICENSE FEE PAID. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **8. Indemnity**

LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR AND ITS AFFILIATES HARMLESS FROM ANY CLAIMS, PROCEEDINGS, DAMAGES, COSTS, AND EXPENSES ARISING OR RESULTING FROM (a) LICENSEE'S USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSE, OR ANY USE NOT AUTHORIZED BY THIS AGREEMENT OR IN BREACH OF THIS AGREEMENT OR (b) INACCURATE OR INCORRECT LICENSEE DATA. IF LICENSEE IS THE U.S. GOVERNMENT (DEFINED BELOW), THE FOREGOING INDEMNITY CLAUSE IS REPLACED AS FOLLOWS: NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS REQUIRING THE U.S. GOVERNMENT TO INDEMNIFY LICENSOR. LICENSEE, HOWEVER, AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF THE PROGRAM AND ASSUMES ALL RISKS ARISING FROM SAME, INCLUDING BUT NOT LIMITED TO CLAIMS, PROCEEDINGS, DAMAGES, COSTS AND EXPENSES ARISING OR RESULTING FROM USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSES OR ANY USE IN BREACH OF OR NOT AUTHORIZED IN THIS AGREEMENT.

**9. Support** Licensor shall have no obligation under this Agreement to support the Program after the expiration of the Warranty Period. Any Licensor support of the Program after the expiration of the Warranty Period shall be the subject of a separate written upgrade entitlement agreement between the parties. **Note: Upgrade entitlement grants Licensee only the right to upgrade the existing Program and not to install the upgrade Program on a second computer while continuing to operate the earlier version on the computer in which originally installed. Licensee shall not install the Program update(s) on another computer while**

continuing to operate the earlier version on the computer in which originally installed. If Licensee wishes to run the upgraded Program on another computer, while continuing to run earlier versions on other computers, Licensee must purchase a new license.

**10. Reservation** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Licensor retains all title, interest and ownership of all intellectual property rights in and to the Program and accompanying documentation, including, but not limited to, all copyright and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to the Program and documentation or from which the Program and documentation are derived, as well as the right to exploit any of the foregoing in all media and by any manner and means now known or hereafter devised, throughout the universe, in perpetuity. This clause shall survive termination or expiration of this Agreement.

**11. Privacy** During registration or use of the Program, information about Licensee and Licensee's computer may be collected. By installing the Program, Licensee consents to the collection and processing of information about Licensee and Licensee's computer.

**12. Updates** Use of the Program may require periodic checking for software updates over the Internet. By use of the Program, Licensee consents to such periodic checking, unless Licensee's environment is a closed environment or operates under heightened security requirements where remote checking is not possible. In such event, Licensee and Licensor shall mutually agree on a delivery mechanism for providing updates which may include, by way of example only and without limitation, DVD or other media delivery. No updates will be installed without Licensee's prior consent.

**13. Government Acquisitions** This provision applies to all acquisitions of the Program by or a federal agency, department, branch, commission, board, office, council, authority, or other federal entity of the United States of America (the "U.S. Government"). The U.S. Government hereby agrees that the Program qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (2012), DFARS Part 227.7202-1 (2014), and DFARS 252.227-7014(a) (2014). The terms and conditions of this Agreement shall pertain to the U.S. Government's use and disclosure of the Program, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the Government's minimum needs or is inconsistent in any respect with Federal procurement law, the Government agrees to return the Program unused to the party from whom it was acquired. The U.S. Government further authorizes and consents, pursuant to FAR Part 52.227-1 (1995), to all use and manufacture, in creation and operation of the Program, of any invention described in and covered by a United States patent.

**14. Educational Use License** If Licensee acquires the Program pursuant to an Educational Use as defined below, such Educational Use is subject to an Educational Use License that has the following additional terms.

**14.1 Definitions** "Educational Use" means one or more of the following: (a) an education price is charged by Licensor and paid by Licensee for the Program and documentation; (b) the Program and documentation is received by virtue of Licensee's participation in a Licensor program designated as designed for educational or research institutions; or (c) the Program and documentation is provided by Licensor to Licensee under some other arrangement expressly designated for educational use. "Educational Use License" means a license granted under this Agreement to Licensee for an Educational Use.

**14.2** Licensee shall have all the rights under this Agreement as a single-use Floating License except that the computer on which the Program is installed and used shall be a desktop computer in a university lab.

**14.3** Licensee represents and warrants that Licensee is an employee or student of the educational institution where the Program is to be installed and used.

**14.4** Program and documentation licensed pursuant to an Educational Use License shall be used for educational and research purposes only.

**14.5** Commercial and general production use of Program, or documentation licensed pursuant to an Educational Use License are specifically prohibited.

**14.6** The duration of the Educational Use License is one (1) year, from the date on which the Program license keys are made available to Licensee, unless otherwise agreed upon in writing by Licensee.

**14.7** An Educational Use License entitles Licensee to email and telephone support for up to two (2) designated employees and Program upgrades during the term of Licensee's Educational Use License.

**14.8** Licensee grants Licensor the right to use any material created by Licensee related to the Program or documentation for marketing, advertising or other similar purposes.

## **15. Incorporated Third Party Software**

**15.1** The version of the Program you are receiving incorporates third parties' software under licenses from such third parties ("Third Party Software"). Certain Third Party Software is subject to such additional terms and conditions as noted in Appendix A and such third parties are third-party beneficiaries under this Agreement. Further, other Third Party Software licenses incorporated into the Program may require Licensee's agreement to further terms and conditions. When required by the terms and conditions of each Third Party Software license, license information is provided in Appendix A and/or the license is made available at <DVD drive>:\Documentation\Third-Party-Software-Licenses. Browse to this location and select the desired license agreement(s). Notwithstanding the license grant in Section 1, and to the extent required by the licenses governing the Third Party Software, the terms of such licenses will apply in lieu of the terms of this Agreement. Further, to the extent that the terms of such licenses prohibit any of the restrictions in this Agreement with respect to such Third Party Software, such restrictions shall not apply to such Third Party Software. Notwithstanding anything to the contrary contained in the Third Party Software licenses, the disclaimer of warranties (Section 6.3) and the limitation of liability (Section 7) provisions in this License Agreement shall apply to such Third Party Software.

**15.2** The Licensee hereby represents and warrants that it shall not redistribute, modify, alter, or create derivative works from the Program; and shall only use the Program for lawful purposes as restricted by this Agreement. The parties hereby agree that as long as Licensee complies with the restrictions of this Agreement, certain provisions of those "copyleft" open source/third party software licenses that may cover components of the Program shall not apply. Notwithstanding the foregoing, if Licensee acts outside the scope of this Agreement and the Program restrictions and the Program is not utilized in a manner as restricted by this Agreement, the Licensee cannot assure that certain copyleft license provisions will not be triggered by the Licensee's actions.

## **16. General**

**16.1** Licensee is responsible for installation and operation of the Program.

**16.2** This Agreement shall be governed by and interpreted in accordance with (a) Federal law of the United States, if Licensee is the U.S. Government or (b) the laws of the State of California, without reference to conflict of law principles of the State of California, for all other Licensees other than the U.S. Government. All disputes or actions arising out of this Agreement shall be subject to the jurisdiction of (a) the United States federal courts if Licensee is the U.S. Government or (b) the California state courts (or if there is exclusive federal jurisdiction, the United States District Courts) in counties of Southern California if Licensee is not the U.S. Government. To the extent permitted by law, the Licensee and Licensor agree and submit to the personal and exclusive jurisdiction and venue of the applicable courts identified hereunder.

**16.3** Failure or neglect by Licensor to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Licensor's rights to take subsequent action.

**16.4** In the event any of these terms are determined to be invalid or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

**16.5** Licensee is responsible for payment of all taxes associated with this transaction. Licensor shall state separately on its invoices taxes excluded from the contract price, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the Program) to the Licensor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**16.6** Licensee acknowledges and agrees that no license, right or interest is granted to use the names, trade names or trademarks "BAE SYSTEMS", "GXP", "SOCET GXP", "GXP Xplorer", "Geospatial eXploitation Products", "SOCET SET", "SOCET Services", "WebView", "GXP InMotion", "GXP InMotion Server" or any other trade name or trademark, or portion of any of them, owned by or licensed for use by Licensor or any parent, or subsidiary or other company with whom Licensor is affiliated for any purpose whatsoever

other than reproduction of such trademarks on permitted backup or archive copies of the Program.

**16.7** This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of the Program that Licensor may provide to Licensee or make available to Licensee after the date Licensee obtains its initial copy of the Program, unless Licensor provides other terms along with the update, supplement, add-on component, or Internet-based services component.

**16.8** The relationship between Licensee and Licensor (and Licensor's third party licensors and suppliers) shall be that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

**16.9** Except as otherwise provided herein, this Agreement may be amended only by a subsequent writing signed by the parties to this Agreement, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

**APPENDIX A**

[Reserved – Not Applicable]

**BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC.**

**SIG PRODUCTS™**

**SOFTWARE LICENSE AGREEMENT**

THIS SOFTWARE LICENSE AGREEMENT (“AGREEMENT”) APPLIES TO ANY SOFTWARE PRODUCT(S) THAT MAY BE PROVIDED BY BAE SYSTEMS INFORMATION AND ELECTRONIC SYSTEMS INTEGRATION INC. (“LICENSOR”) TO YOU (“LICENSEE”), INCLUDING BUT NOT LIMITED TO SIG TASS™, SIG SCOUT™, SIG SCORPION™, AND/OR SIG HYDRA™ (EACH SEPARATELY REFERRED TO BELOW AS “SIG SOFTWARE”). READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE (1) OPENING THE PACKAGE OR DOWNLOADING THE FILE CONTAINING THE SIG SOFTWARE, OR (2) CLICKING THE “I ACCEPT” BUTTON. THE SIG SOFTWARE AND THE ACCOMPANYING USER DOCUMENTATION (EACH REFERRED TO AS THE “PROGRAM”) ARE COPYRIGHTED AND LICENSED - NOT SOLD. BY OPENING THE SOFTWARE PACKAGE, OR CLICKING “I ACCEPT”, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT PROMPTLY RETURN THE UNOPENED PACKAGE TO THE PARTY FROM WHOM IT WAS ACQUIRED, CANCEL THE DOWNLOAD OR CANCEL THE INSTALLATION. IF YOU ARE A UNITED STATES (“U.S”) GOVERNMENT CUSTOMER, ACCEPTANCE OF THESE TERMS ARE EFFECTUATED BY ACCEPTANCE OF A PROPOSAL, QUOTE, OR OTHER ORDERING DOCUMENT OR CONTRACT INCORPORATING THIS AGREEMENT BY REFERENCE OR OTHERWISE OR BY CONTRACTING OFFICER EXECUTION OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE LICENSING OF THE PROGRAM BETWEEN LICENSEE AND LICENSOR, AND IT SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. THE PARTIES HERETO RECOGNIZE THAT THE FEDERAL GOVERNMENT IS SUBJECT TO STATUTORY RESTRICTIONS REGARDING THIRD PARTY SOFTWARE TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE), WHICH IT IS PERMITTED TO ACCEPT. ACCORDINGLY, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT AND/OR IN ANY SOFTWARE LICENSE APPLICABLE TO ANY SOFTWARE DELIVERED HEREUNDER, THE PARTIES HERETO RECOGNIZE THAT THE GOVERNMENT CANNOT, AND DOES NOT, AGREE TO ANY THIRD PARTY SOFTWARE TERMS AND CONDITIONS IDENTIFIED IN APPENDIX A OR INCORPORATED IN THIS AGREEMENT BY REFERENCE, THE ACCEPTANCE OF WHICH WOULD VIOLATE FEDERAL LAW OR ANY STATUTORY CONSTRAINT. IN THE EVENT THE GOVERNMENT OBJECTS TO SUCH TERM(S), THE GOVERNMENT AGREES THAT IT SHALL RETURN THE AFFECTED SOFTWARE UNUSED IN ACCORDANCE WITH ARTICLE 13 (GOVERNMENT ACQUISITIONS) OF THIS AGREEMENT.

**1. License Grant** Licensor hereby grants to Licensee a limited, non-exclusive license to use the Program, in machine-readable, object code form on a single computer (Node Locked Licensed version) only as authorized by this Agreement. Licensee has no right to assign, sublicense, transfer, pledge, lease, rent, or share its rights under the license or this Agreement. Except as and only to the extent expressly permitted by applicable law and Section 15 of this Agreement, Licensee may not copy, decompile, reverse engineer, disassemble, unbundle, modify, or create derivative works of the Program or any part thereof. Licensee may make one (1) copy of the Program in machine-readable form for backup purposes; provided, however, that Licensee shall reproduce any Licensor or third party copyright, trademark and patent notices on the Program on such backup copy.

**1.1 License Type**

**Perpetual License.** A license grant that is not limited in duration, subject to early termination pursuant to this Agreement.

**Term License.** A license grant that is limited in duration, which duration is as indicated in an order or purchasing document placed by Licensee for the Program (“License Period”).

**2. Restrictions on Use of Program** Licensee may use the Program in accordance with the terms and conditions set forth in this Agreement. Licensee may use the Program solely for lawful purposes. Licensee may not use the Program in any manner that violates any U.S., international, or foreign laws or regulations or any third party's rights, including copyright, patent, privacy or publicity rights, or other intellectual property rights.

**3. Transfer** The Program may be transferred to a computer of like configuration, or the computer on which the Program resides may be transferred to another location of Licensee's organization within the same country in which the computer was located when the Program was originally licensed and installed, so long as such transfer is made in accordance with the U.S. Department of Commerce Export Administration Regulations and Section 4 of this Agreement.

**4. Export Restrictions** Licensee shall comply with all export laws and restrictions and regulations of the United States Department of Commerce, the United States Department of State, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not to export, or allow the export or re-export of the Software in violation of any such restrictions, laws or regulations (or any successor supplement or regulations), or the OFAC regulations found at 31 C.F.R. 500 et seq.). By installing or using the Program, Licensee is agreeing to the foregoing and is representing and warranting that it is not located in, under the control of, or a national or resident of any restricted country or on any such list. Licensee shall indemnify and hold Licensor (and its licensors) harmless from and against any liability that may arise from Licensee's failure to comply with all export control laws and regulations. If Licensee is the U.S. Government (defined below), Licensee is not required to indemnify Licensor, but Licensee assumes all risks associated with its failure to comply with any export control laws or regulations, if applicable. Any transfer of the Program outside the country of initial installation shall be permitted only with Licensor's prior written consent.

## 5. Term; Termination

**6.1. Perpetual License.** The term of this Agreement for a Perpetual License will continue unless and until terminated in accordance with the provisions hereof.

**6.2. Term Licenses.** The term of this Agreement for a Term License will continue for the License Period unless and until terminated in accordance with the provisions hereof.

**6.3. Termination.** Licensee may terminate this Agreement at any time by returning the Program and all copies to Licensor or by deleting the Program and providing Licensor certification of Program deletion to the following address: BAE Systems Information and Electronic Systems Integration Inc, 10920 Technology Place, San Diego, CA 92127, Attention: GXP Customer Support Manager. Licensor may terminate this License Agreement if, in the Licensor's sole discretion, (a) the Licensee is in breach of any provision of this Agreement; (b) Licensor determines it will no longer license or support the Program; or (c) the Program becomes or in Licensor's opinion is likely to become, the subject of a claim of infringement of any intellectual property right. In addition, if Licensee is the U.S. Government, Licensor may terminate this Agreement if Licensee breaches this Agreement, provided that such relief is granted to Licensor after following the dispute resolution process of FAR 52.233-1 (Disputes). Upon termination of this Agreement, Licensee shall, as directed by Licensor at its sole option, return or destroy all copies of the Program. Neither termination by Licensee, nor termination by Licensor for breach, shall entitle Licensee to a refund of any portion of the Licensee fee.

## 6. Limited Warranty

**6.1 Media Warranty** For ninety (90) calendar days from the date of shipment (the "Warranty Period"), Licensor warrants the media on which the Program is contained will be free from defects in materials and workmanship. During the Warranty Period, Licensee may return the defective media to Licensor and it will be replaced without charge. Replacement of media is Licensee's sole remedy in the event of a media defect.

**6.2 Program Warranty** Licensor warrants that the Program shall substantially perform as described in its user's manual, as it exists on the date of delivery, during the Warranty Period. This warranty is void where Licensee's use is unauthorized, in breach of this Agreement, or where non-conformity is related to inaccurate or incorrect Licensee data. Licensor's sole obligation under this warranty shall be limited to using reasonable efforts to correct any reported defects and to supply a corrected version as soon as reasonable after being notified of such defects. Licensor does **NOT** warrant that (a) the operation of the Program shall be uninterrupted or error-free; or

(b) the functions contained in the Program shall operate in all combinations or sequences; or (c) the Program shall meet Licensee's requirements; or (d) that defects for which there is a reasonable work-around procedure will be corrected.

**6.3 Disclaimer of Warranties** LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE PROGRAM AND DATA IS AT ITS SOLE RISK. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY) ARE PROVIDED "AS IS," WITH ANY AND ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, LICENSOR AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT THE PROGRAM, DATA AND SUPPORT SERVICES (IF ANY), ARE ERROR-FREE OR WILL BE UNINTERRUPTED, FREE FROM SPYWARE, MALWARE, ADWARE, VIRUSES, WORMS OR OTHER MALICIOUS CODE, OR WILL FUNCTION TO MEET LICENSEE'S REQUIREMENTS. FURTHER, LICENSOR MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY SOFTWARE INCLUDED WITH THE PROGRAM. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**7. Limitation of Liability** TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL LICENSOR OR ITS LICENSORS BE LIABLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF PRIVACY, DENIALS OF SERVICE (INCLUDING COMPUTER CRASHES), BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO LICENSEE'S USE OR INABILITY TO USE THE PROGRAM AND/OR DATA, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING, IN NO EVENT SHALL DAMAGES EXCEED THE LICENSE FEE PAID. THIS CLAUSE SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## **8. Indemnity**

LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR AND ITS AFFILIATES HARMLESS FROM ANY CLAIMS, PROCEEDINGS, DAMAGES, COSTS, AND EXPENSES ARISING OR RESULTING FROM (a) LICENSEE'S USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSE, OR ANY USE NOT AUTHORIZED BY THIS AGREEMENT OR IN BREACH OF THIS AGREEMENT OR (b) INACCURATE OR INCORRECT LICENSEE DATA. IF LICENSEE IS THE U.S. GOVERNMENT (DEFINED BELOW), THE FOREGOING INDEMNITY CLAUSE IS REPLACED AS FOLLOWS: NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS REQUIRING THE U.S. GOVERNMENT TO INDEMNIFY LICENSOR. LICENSEE, HOWEVER, AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF THE PROGRAM AND ASSUMES ALL RISKS ARISING FROM SAME, INCLUDING BUT NOT LIMITED TO CLAIMS, PROCEEDINGS, DAMAGES, COSTS AND EXPENSES ARISING OR RESULTING FROM USE OF THE PROGRAM FOR ANY ILLEGAL PURPOSES OR ANY USE IN BREACH OF OR NOT AUTHORIZED IN THIS AGREEMENT.

**9. Support** Licensor shall have no obligation under this Agreement to support the Program after the expiration of the Warranty Period. Any Licensor support of the Program after the expiration of the Warranty Period shall be the subject of a separate written upgrade entitlement agreement between the parties. **Note: Maintenance support services grants Licensee only the right to upgrade the existing Program and not to install the upgrade Program on a second computer while continuing to operate the earlier version on the computer in which originally installed. Licensee shall not install the Program update(s) on another computer while continuing to operate the earlier version on the computer in which originally installed. If Licensee wishes to run the upgraded Program on another computer, while continuing to run earlier versions on other computers, Licensee must purchase a new license.**

**10. Reservation** Licensor reserves all rights not expressly granted to Licensee in this Agreement. Licensor retains all title, interest and ownership of all intellectual property rights in and to the Program and accompanying documentation, including, but not limited to, all copyright and rights and interests of every kind or nature in and to all works based upon, incorporated in, derived from, incorporating or relating to the Program and documentation or from which the Program and documentation are derived, as well as the right to exploit any of the foregoing in all media and by any manner and means now known or hereafter devised, throughout the universe, in perpetuity. This clause shall survive termination or expiration of this Agreement.

**11. Privacy** During registration or use of the Program, information about Licensee and Licensee's computer may be collected. By installing the Program, Licensee consents to the collection and processing of information about Licensee and Licensee's computer.

**12. Updates** Use of the Program may require periodic checking for software updates over the Internet. By use of the Program, Licensee consents to such periodic checking, unless Licensee's environment is a closed environment or operates under heightened security requirements where remote checking is not possible. In such event, Licensee and Licensor shall mutually agree on a delivery mechanism for providing updates which may include, by way of example only and without limitation, DVD or other media delivery. No updates will be installed without Licensee's prior consent.

**13. Government Acquisitions** This provision applies to all acquisitions of the Program by or a federal agency, department, branch, commission, board, office, council, authority, or other federal entity of the United States of America (the "U.S. Government"). The U.S. Government hereby agrees that the Program qualifies as "commercial" computer software within the meaning of FAR Part 12.212 (2012), DFARS Part 227.7202-1 (2014), and DFARS 252.227-7014(a) (2014). The terms and conditions of this Agreement shall pertain to the U.S. Government's use and disclosure of the Program, and shall supersede any conflicting contractual terms or conditions. If this Agreement fails to meet the Government's minimum needs or is inconsistent in any respect with Federal procurement law, the Government agrees to return the Program unused to the party from whom it was acquired. The U.S. Government further authorizes and consents, pursuant to FAR Part 52.227-1 (1995), to all use and manufacture, in creation and operation of the Program, of any invention described in and covered by a United States patent.

**14. Educational Use License** If Licensee acquires the Program pursuant to an Educational Use as defined below, such Educational Use is subject to an Educational Use License that has the following additional terms.

**14.1 Definitions** "Educational Use" means one or more of the following: (a) an education price is charged by Licensor and paid by Licensee for the Program and documentation; (b) the Program and documentation is received by virtue of Licensee's participation in a Licensor program designated as designed for educational or research institutions; or (c) the Program and documentation is provided by Licensor to Licensee under some other arrangement expressly designated for educational use. "Educational Use License" means a license granted under this Agreement to Licensee for an Educational Use.

**14.2** Licensee shall have all the rights under this Agreement as a single-use Floating License except that the computer on which the Program is installed and used shall be a desktop computer in a university lab.

**14.3** Licensee represents and warrants that Licensee is an employee or student of the educational institution where the Program is to be installed and used.

**14.4** Program and documentation licensed pursuant to an Educational Use License shall be used for educational and research purposes only.

**14.5** Commercial and general production use of Program, or documentation licensed pursuant to an Educational Use License are specifically prohibited.

**14.6** The duration of the Educational Use License is one (1) year, from the date on which the Program license keys are made available to Licensee, unless otherwise agreed upon in writing by Licensee.

**14.7** An Educational Use License entitles Licensee to email and telephone support for up to two (2) designated employees and Program upgrades during the term of Licensee's Educational Use License.

**14.8** Licensee grants Licensor the right to use any material created by Licensee related to the Program or documentation for marketing, advertising or other similar purposes.

## **15. Incorporated Third Party Software**

**15.1** The version of the Program you are receiving incorporates third parties' software under licenses from such third parties ("Third Party Software"). Certain Third Party Software is subject to such additional terms and conditions as noted in Appendix A and such third parties are third-party beneficiaries under this Agreement. Further, other Third Party Software licenses incorporated into the Program may require Licensee's agreement to further terms and conditions. When required by the terms and conditions of each Third Party Software license, license information is provided in Appendix A and/or is made available on the software installer. Browse to this location and select the desired license agreement(s). Notwithstanding the license grant in Section 1, and to the extent required by the licenses governing the Third Party Software, the terms of such licenses will apply in lieu of the terms of this Agreement. Further, to the extent that the terms of such licenses prohibit any of the restrictions in this Agreement with respect to such Third Party Software, such restrictions shall not apply to such Third Party Software. Notwithstanding anything to the contrary contained in the Third Party Software licenses, the disclaimer of warranties (Section 6.3) and the limitation of liability (Section 7) provisions in this License Agreement shall apply to such Third Party Software.

**15.2** The Licensee hereby represents and warrants that it shall not redistribute, modify, alter, or create derivative works from the Program; and shall only use the Program for lawful purposes as restricted by this Agreement. The parties hereby agree that as long as Licensee complies with the restrictions of this Agreement, certain provisions of those "copyleft" open source/third party software licenses that may cover components of the Program shall not apply. Notwithstanding the foregoing, if Licensee acts outside the scope of this Agreement and the Program restrictions and the Program is not utilized in a manner as restricted by this Agreement, the Licensee cannot assure that certain copyleft license provisions will not be triggered by the Licensee's actions.

## **16. General**

**16.1** Licensee is responsible for installation and operation of the Program.

**16.2** This Agreement shall be governed by and interpreted in accordance with (a) Federal law of the United States, if Licensee is the U.S. Government or (b) the laws of the State of California, without reference to conflict of law principles of the State of California, for all other Licensees other than the U.S. Government. All disputes or actions arising out of this Agreement shall be subject to the jurisdiction of (a) the United States federal courts if Licensee is the U.S. Government or (b) the California state courts (or if there is exclusive federal jurisdiction, the United States District Courts) in Counties of Southern California if Licensee is not the U.S. Government. To the extent permitted by law, the Licensee and Licensor agree and submit to the personal and exclusive jurisdiction and venue of the applicable courts identified hereunder.

**16.3** Failure or neglect by Licensor to enforce at any time any of its rights or remedies shall not be deemed a waiver of its rights or remedies nor prejudice Licensor's rights to take subsequent action.

**16.4** In the event any of these terms are determined to be invalid or unenforceable to any extent, such term shall be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.

**16.5** Licensee is responsible for payment of all taxes associated with this transaction. Licensor shall state separately on its invoices taxes excluded from the contract price, and the Licensee agrees either to pay the amount of the taxes (based on the current value of the Program) to the Licensor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

**16.6** Licensee acknowledges and agrees that no license, right or interest is granted to use the names, trade names or trademarks "BAE SYSTEMS", "SIG", "TASS", "HYDRA", "SCOUT", "SCORPION" or any other trade name or trademark, or portion of any of them, owned by or licensed for use by Licensor or any parent, or subsidiary or other company with whom Licensor is affiliated for any purpose whatsoever other than reproduction of such trademarks on permitted backup or archive copies of the Program.

**16.7** This Agreement applies to updates, supplements, add-on components, or Internet-based services components, of the Program that Licensor may provide to Licensee or make available to Licensee after the date Licensee obtains its initial copy of the Program, unless

Licensor provides other terms along with the update, supplement, add-on component, or Internet-based services component.

**16.8** The relationship between Licensee and Licensor (and Licensor's third party licensors and suppliers) shall be that of independent contractors. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity.

**16.9** Except as otherwise provided herein, this Agreement may be amended only by a subsequent writing signed by the parties to this Agreement, and no other act, document, usage, or custom shall be deemed to amend this Agreement.

## APPENDIX A

[Reserved – Not Applicable]

**ATTACHMENT B**

[Upgrade Entitlement Policy](#)

[Maintenance Support Services](#)

## GEOSPATIAL EXPLOITATION PRODUCTS (GXP®)

### UPGRADE ENTITLEMENT (UE)

#### POLICY OVERVIEW

##### Introduction

To maximize your success in using GXP software, BAE Systems GXP offers a comprehensive software support program, called Upgrade Entitlement (UE). UE is an added benefit offered to GXP Xplorer®, SO CET GXP®, SO CET SET®, and VITec® users. A 90-day warranty is included with all GXP product license purchases and provides the same privileges as the UE program. To guarantee continued support, we highly recommend that you subscribe to the UE program before the end of the initial 90-day warranty period. For additional details, please contact the GXP sales administrator or distributor in your region, or send an email to [gxpsales@baesystems.com](mailto:gxpsales@baesystems.com). If you already have a UE agreement in place, you should renew the agreement before the existing UE expires to avoid reinstatement charges.

##### Benefits of the GXP UE program

When you subscribe to the GXP UE program, you are entitled to receive current software and all subsequent updates. UE also includes unlimited customer support by phone, email, or fax so that technical issues can be addressed immediately to minimize downtime.

In addition, the MyGXP customer portal is a self-service reference for around-the-clock support. The customer portal offers access to exportable software builds, patches, and other critical product information at any time, and any time zone. With the click of a button, you can update your profiles; manage support requests and email preferences; request license keys and software; and search the technical knowledgebase for quick answers to outstanding issues.

The GXP UE program includes:

- Software patches
- Software updates
- Unlimited customer support
- MyGXP Customer Portal access
- Software training\*
- Focus groups
- Onsite training and support\*\*
- Issuance of replacement software license keys\*\*\*

\* All scheduled SO CET GXP, GXP Xplorer, and SO CET SET training courses held in our regional training centers are FREE for customers on current UE.

\*\*Requires pre-authorization and approval by GXP director of customer support or vice president of sales, marketing, and customer support

\*\*\*In particular, in relation to permitted transfers and/or temporary software license keys issued for virtual machines

##### Software patches and updates

When BAE Systems issues new releases or updates to its software, the changes are identified by version number, for example SO CET GXP v4.0. Typically, BAE Systems delivers one release per year for each of its software products. The primary focus of these releases is to upgrade product features and functionality. Customers with UE are entitled to these releases, which include updates for the software modules they currently own. New software modules purchased after a UE agreement is in place are not included in the UE program until a license and the appropriate UE are purchased. Software updates are distributed automatically to UE subscribers in the form of media kits, which include soft-

copy documentation. In some cases, software updates may be downloaded from [MyGXP.com](http://MyGXP.com). All classified versions are shipped according to designated shipping methods.

## Customer support

The GXP Customer Support department is dedicated to providing prompt, expert assistance to GXP software users with UE. Areas of support include telephone, email, and fax assistance to solve problems encountered while using GXP software, interfacing with GXP supported peripheral devices, and logging enhancement requests and bugs submitted by users. The MyGXP customer portal is always available and accessible with unique login information to your personal account. Customer support that includes software patches is contingent upon export approval in accordance with applicable export laws and regulations.

## Accessing customer support

Customers may contact the GXP customer support team at any time. To initiate a request, complete the support request form on the MyGXP Customer Portal, or use the support numbers listed. As soon as you encounter an issue that needs to be resolved, please notify us immediately. We make every effort to resolve issues as soon as possible. When contacting the GXP Customer Support department, please be ready with the following information so that we can help you quickly:

- Software name and version number
- Exact wording of any message that appeared on your computer screen
- What happened, and what you were doing when the problem occurred
- How you have tried to solve the problem
- Hardware description, memory, graphics card, and manufacturer, operating system, and version number

Once received, each reported incident is given a unique identification number for reference. After an incident is logged, the user is contacted by the next available support engineer for the product being used. We are committed to logging your request within four working hours, and responding to your request within one business day.

## Resolution time

For customers with current UE agreements in place, BAE Systems makes every effort to ensure that GXP products perform in all material respects in accordance with the software documentation. The time required to answer questions and resolve problems depends on the type of problem and whether we are able to reproduce it at our site. Ordinarily, we answer questions and suggest solutions to problems on the same day we receive them, often immediately. Generally, we can resolve documented issues quickly, and provide satisfactory workarounds.

If research or consultation is required, a complete response may take two-to-three business days. In rare circumstances, resolution may take longer. If the problem turns out to be a coding or documentation error for which there is no workaround, resolution may have to wait for a future programming modification, which is typically issued as a software patch. Software patches may take longer to reach classified and international customers due to the additional paperwork required for these shipments.

During the decision-making process regarding appropriate action and resource allocation required to solve problems, BAE Systems takes into account the severity of the problem, which could fall into one of the following categories:

- Level one: System is down, i.e., the problem causes the system to be inoperable to all users and data may be lost. —
- Level two: There is a functional problem that has a significant impact, threatening productivity; such problems may be difficult to work around and may reduce system usage considerably, but there is no data loss. —

– Level three: The problem may have a significant impact on production, for example, production proceeds but is impaired; a workaround may be available with no data loss. –

– Level four: The problem is minor — there is no significant effect on productivity, however the user experience is unsatisfactory to some extent; the appearance of the software may not be ideal; the issue could be defined as an enhancement request.

Problems that can be reproduced are corrected based on severity and their impact on multiple users. The solution is provided with a patch, as defined earlier in this document.

Every effort is made to correct problems in the first two categories, which are sometimes referred to as substantial defects, and issue a patch within a reasonable time frame. This relates to problems encountered regarding the use or performance of the software as opposed to enhancement requests. Level three issues may be treated this way, or BAE Systems may decide, after due consideration, that resources are better used by treating them in the same way as Level four.

Level four issues, however, are most likely to be designated as enhancement requests. BAE Systems is under no obligation to provide these under UE, but may elect to do so, in either a patch or a new release, according to the potential sales impact and the number of users the enhancement assists.

The final determination of severity or level of an issue will be made by the GXP director of product management.

## Training

Scheduled training is held at GXP training centers worldwide throughout the year. All scheduled training courses held in our regional training centers are free for customers on current UE. For a calendar of training courses offered by region, visit [www.geospatialexploitationproducts.com/training](http://www.geospatialexploitationproducts.com/training).

## Focus groups

Periodically, GXP hosts focus group events on a regional basis, by invitation, to encourage selected users with UE to provide information to BAE Systems on their use of GXP technology and their wishes in terms of how products are developed in the future. These events give you the opportunity to work with GXP staff to design more effective products and to find out about other users' experiences with the products.

## Terms, conditions, and limitations

All services and inclusions in our UE program are for users who have renewed and paid the annual UE charges in advance, including those who have recently purchased GXP software and have purchased UE before the warranty period expires.

## SIG™

### MAINTENANCE SUPPORT SERVICES

To maximize success in using SIG Software, BAE Systems offers the following maintenance. For additional details, contact the SIG sales administrator or distributor in your region. If Maintenance is already in place, you should renew before the existing maintenance expires to ensure continuity of support services.

#### Helpdesk Support Services.

Helpdesk support will be provided on weekdays from 8AM EST to 5PM EST, with BAE Systems recognized holidays excluded. “Helpdesk support” means reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.

#### Maintenance Releases

BAE Systems shall provide you with all Maintenance Releases, (including updated Documentation) that BAE Systems may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases, upon being provided by BAE Systems to you, shall be subject to all applicable terms and conditions. You shall install all Maintenance Releases as soon as practicable after receipt.

“**Documentation**” shall mean the user manuals, technical manuals and any other materials provided by BAE Systems, in printed and electronic form, that describe the installation, operation, use and technical specifications of the Software.

“**Maintenance Release**” means any update or release of the Software that BAE Systems may provide to you during the term of your maintenance, that may contain, among other things, error corrections, enhancements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software, but does not constitute a New Version of the Software.

“**New Version**” means any new version of the licensed Software that BAE Systems may from time to time introduce and market generally as a distinct licensed product, and which BAE Systems may make available to you at an additional cost under a separate written agreement.

#### Licensee Obligations.

**Environment.** Licensee shall ensure that the environmental conditions for all networks, systems and hardware that the Software operates on are maintained within the limits set forth in the Documentation.

**Access.** In connection with the performance of the support services, you shall provide BAE Systems with:

- (a) reasonable, uninterrupted access, both physical and virtual, to your premises, systems, facilities and Software as may be required for BAE Systems to perform such services. You shall provide a safe working environment to allow BAE Systems to perform the services;
- (b) reasonable access to your appropriate personnel, including, without limitation, network, systems, operations and applications personnel; and
- (c) all necessary authorizations and consents, whether from third parties or otherwise, in connection with any of the foregoing.

**Technical Contact.** You shall designate the person(s) who will act as a direct liaison with BAE Systems and be responsible for communicating with, and providing accurate information and feedback to, BAE Systems in a timely manner in connection with the services to be provided hereunder (“**Technical Contact(s)**”). The Technical Contact(s) shall be the sole liaison(s) between BAE Systems and You in communicating any matters relating to the provision of services. You shall provide at least ten (10) days’ prior written notice to BAE Systems of any change in the names of the Technical Contact(s) or their contact information.

**Information.** You shall provide BAE Systems with all information reasonably requested by BAE Systems from time to time relating to Your use of the Software, including, without limitation, information on Your network, systems and any third-party products or services.

**Current Release.** You must be running the current release level of the Software that BAE Systems has made available to its licensees.

**BAE Systems Information and Electronic Systems Integration Inc.**  
**Cybersecurity Products**  
**Commercial Sales Terms and Conditions**

These Commercial Sales Terms and Conditions (“Terms and Conditions”) outline the rights and responsibilities between BAE Systems Information and Electronic Systems Integration Inc. (“BAE Systems” or “Seller”) and the party placing an Order for Deliverables from BAE Systems (“Buyer”) and shall apply to all such purchases. For the purposes of these Terms and Conditions, BAE Systems and Buyer may be referred to individually as “Party” or collectively as “Parties”.

**1.1 DEFINITIONS**

- 1.2 “**Order**” shall mean a purchase order, to which these Terms and Conditions pertain, outlining any Hardware, Software, Firmware, or Support Services that BAE Systems will provide to Buyer for payment.
- 1.3 “**Deliverables**” shall refer to any and all Hardware, Software, Documentation or Support Services required to be provided by BAE Systems to Buyer under an Accepted Order. To be considered a Deliverable, the Hardware, Software, or Support Services shall be specifically identified in any Accepted Order and be limited to those offerings provided in BAE Systems Cybersecurity Products line.
- 1.4 “**Hardware**” shall mean computer equipment and peripherals: the equipment and devices that make up a computer system as opposed to the programs used on it; and shall refer to any BAE Systems’ product not considered Software, Firmware, or Support Services. All Hardware will be specifically identified as such on a Buyer’s Accepted Order.
- 1.5 “**Software**” shall mean programs and applications for a computer or Hardware: programs and applications that can be run on a computer systems or Hardware and shall include but no be limited to all BAE Systems’ and third-party computer programming code. For purposes of these Terms and Conditions, Software shall include all embedded in individual components of the Hardware.
- 1.6 “**Support Services**” means the technical assistance or support BAE Systems provides Buyer to ensure Buyer can use Hardware and Software in a manner consistent with BAE Systems’ determined specifications.
- 1.7 “**Documentation**” shall mean technical data, information, or material that describes the use, installation, or design of the Deliverable, or describes the Deliverable in general.
- 1.8 “**Accepted Order**” shall mean an Oder that has been accepted in writing by a duly authorized representative of BAE Systems.
- 1.9 “**End User Software License**” or “**EULA**” shall mean the legal contract between BAE Systems (or a third party) and the Buyer for the use of Software.
- 1.10 “**Support Service Offerings**” shall mean the written description of Support Service options offered by BAE Systems to ensure Buyer can use Hardware and Software in a manner consistent with BAE Systems’ determined specifications. BAE Systems addresses Support Service Offerings in both Article 10 and Exhibit A of these Terms and Conditions.
- 1.11 “**Telephone Support**” shall mean telephone assistance with Errors only. Telephone Support shall not include general network design or integration engineering with non-BAE Systems supported products. Telephone Support is offered only in English.
- 1.12 “**E-mail Support**” means electronic mail assistance with Errors only. E-mail Support does NOT include general network design or integration engineering with non-BAE Systems supported products. E-mail Support is offered only in English.
- 1.13 “**Regional Business Hours**” shall mean the hours between 7:00AM EST and 7:00PM EST for the United States; 9:00AM GMT and 5:30PM GMT for the EMEA region (or 9:00 UTC and 17:30 UTC); and 6:00AM HKT and 07:30PM HKT for the APAC region. Each region's hours are Monday through Friday, excluding holidays.
- 1.14 “**Response Time**” shall mean the length of time BAE Systems will report back to Buyer with an assessment or evaluation of a Buyer reported problem or identified Error.
- 1.15 “**Error**” shall mean a material failure to the function of the Deliverable that is significantly inconsistent with the Deliverable’s Documentation.

- 1.16 **“Workaround”** shall mean a temporary solution to a technical issue, reported problem, failure, or Error that will restore the Deliverable to a satisfactory level performance until the implementation of a permanent solution can be made.
- 1.17 **“Major Release”** shall mean a significant improvement or major upgrade to the functionality of a Deliverable resulting in a greater value to the Deliverable and is cause for an increase in Deliverable price.
- 1.18 **“Minor Release”** shall means a modest improvement or minor upgrade that (i) does not significantly change functionality of the Deliverable; (ii) corrects non-critical problems found after the Deliverable’s initial release; (iii) corrects non-critical Deliverable failures resolving any inconsistency between Deliverable performance and Documentation performance specifications.
- 1.19 **“On-Site Support Services”** shall mean Support Services performed at a Buyer’s or End User’s facility, or on a Buyer’s or End User’s premises.
- 1.20 **“Patch Release”** means an improvement that is specific to a single or small number of issues or errors or environments, may not have general availability, and may be released out-of-cycle from a fully Quality Assured release that results in a version number change.
- 1.21 **“Telephone Support”** includes assistance with Errors only. Telephone Support does NOT include general network design or integration engineering with non-BAE Systems supported products. Telephone Support is offered only in English.
- 1.22 **“E-mail Support”** includes assistance with Errors only. Email Support does NOT include general network design or integration engineering with non-BAE Systems supported products. Email Support is offered only in English.
- 1.23 **“Proposal”** means any BAE Systems’ offer letter, quotation, proposal, or any other document identifying the price at which Buyer can purchase Deliverables. Proposals are limited in duration.
- 1.24 **“Altered Goods”** means any Deliverable that has been modified, enhanced, refined, altered, or combined with another product, material, component, or product by the Buyer.
- 1.25 **“Special Conditions”** means any other terms and conditions approved by BAE Systems and included in an Accepted Order, EULA, schedule, exhibit, or other document referenced and incorporated into the Accepted Order or these Terms and Conditions.
- 1.26 **“Harsh Environment”** shall mean any environment where Hardware is exposed to fluctuating altitude, changing weather conditions, ascending or descending water depths, non-stationary locations (i.e., moving vehicles), or situations exposing the Hardware to unreasonable wear and tear (i.e., war or combat zones).

## 2.0 AGREEMENT OF SALE; ACCEPTANCE

No Order for the purchase from, and sale by, BAE Systems of Deliverables shall become binding upon BAE Systems unless expressly accepted in writing by a duly authorized representative of BAE Systems. BAE Systems’ acceptance of any Order is conditional to Buyer’s agreement to these Terms and Conditions and all applicable EULAs. These Terms and Conditions, in conjunction with any applicable EULA are final and supersede any other terms and conditions contained in any purchase order, other writing issued by Buyer, or provided verbally by Seller. Buyer expressly waives any rights it may have under Section 2-207 of the Uniform Commercial Code to contest these Terms and Conditions or any terms and conditions of any applicable EULA.

## 3.0 DELIVERABLES

BAE Systems will provide only those Deliverables specifically identified in an Accepted Order, subject to the availability of supplies and BAE Systems personnel. Each Accepted Order shall specifically designate each Deliverable as Hardware, Software, or Support Services and in the event an Accepted Order is silent on Deliverable category or there is uncertainty regarding which terms and conditions that apply to a specific Deliverable, BAE Systems shall, in its sole discretion, make the determination as to the terms and conditions that apply. Unless otherwise agreed to in writing, all work associated with the Deliverables shall be performed at a BAE Systems facility.

## 4.0 SOFTWARE

Any Software included as a Deliverable under an Accepted Order shall be subject to a separate license fee, shall be used only with the Hardware provided by BAE Systems, and shall be used only under the terms and conditions of the applicable BAE Systems or third party EULA. Each applicable EULA associated with the Software included as a Deliverable is hereby incorporated by reference. It is the responsibility of the Buyer to ensure it has received a copy of the most recent applicable EULA.

## 5.1 DELIVERY; SHIPPING

- 5.2 Delivery shall be made within forty-five (45) days after the date of an Accepted Order. For the avoidance of doubt, the date of delivery shall be forty-five (45) days from the date BAE Systems has accepted the Order in writing. Regardless of any identified shipping dates provided in an Accepted Order, BAE Systems has no obligation to provide any Deliverable before the forty-fifth day from the date of BAE Systems' written acceptance.
- 5.3 BAE System, in its sole discretion, may make advance deliveries, in whole or in part, without penalty.
- 5.4 If a carrier is not specified by the Buyer in an Accepted Order, BAE Systems will select a carrier to effectuate transportation of the Deliverables to Buyer.

## 6.0 RISK OF LOSS

Risk of loss to any Deliverable shall pass to Buyer upon BAE Systems' transfer of possession of Deliverable to the carrier at BAE Systems' facility.

## 7.1 TITLE TO HARDWARE; NO TITLE TO SOFTWARE

- 7.2 Title and ownership of the Hardware being delivered to Buyer shall pass from BAE Systems (or BAE Systems' supplier) to Buyer upon Buyer's complete payment for such Hardware.
- 7.3 Until such time that title and legal ownership of Hardware pass to Buyer, Buyer hereby agrees to keep such Hardware free and clear of any encumbrances (including without limitation any lien, mortgage or security interest over the Hardware). Notwithstanding the foregoing, the Parties hereby agree that BAE Systems shall retain a security interest in the delivered Hardware until title and ownership actually passes to Buyer.
- 7.4 The Buyer shall have no right, title, or ownership interest in any Software provided as a Deliverable. Buyer shall have only a limited license to Software delivered under any Order, subject to the terms and conditions of any applicable EULA. BAE Systems or the appropriate third-party supplier shall retain all right, title, and ownership to Software delivered under an Order.

## 8.1 INSPECTION AND ACCEPTANCE

- 8.2 Buyer shall have five (5) business days to inspect Hardware for defect or non-conformance to BAE Systems' specifications. If the Buyer does not reject the Hardware in writing by 5:00pm EST on the fifth business day, the Hardware shall be deemed accepted. If the Buyer rejects the Hardware for defect or non-conformance, its sole remedy shall be replacement of the non-conforming Hardware. **No refunds will be provided.**
- 8.3 Software shall be deemed accepted pursuant to the applicable EULA terms and conditions.
- 8.4 Support Services shall be deemed accepted upon completion of any required work.

## 9.0 INSTALLATION

Deliverables shall be installed by Buyer. Should Buyer need installation services, however, BAE Systems may offer such services for an additional fee and subject to additional terms and conditions. If Buyer needs installation services, BAE Systems will provide a price quote upon request.

## 10.1 SUPPORT SERVICE

### 10.2 Support Service Contact Information.

E-mail: [cybersupport.us@baesystems.com](mailto:cybersupport.us@baesystems.com)  
Phone: 877-856-2472  
Phone: 703-736-4379

### 10.3 Term.

- 10.3.1 **Initial Term:** Support Services shall commence on the Deliverables delivery date and remain in effect for a period of twelve (12) months. For the avoidance of doubt, this is the date the Deliverables are actually received by Buyer.
- 10.3.2 **Renewal Term.** Customer may elect to renew Support Services for subsequent twelve months (12) at the list prices in effect at the time of renewal.
- 10.3.3 **Lapsed Coverage.** If Buyer let the Initial Term or Renewal Term expire without renewing for an additional period of Support Services, Buyer will be required to pay for the time period between the date their last period Support Services coverage expired and the date their new the Support Services coverage will start ("Suspension Period"), plus all reasonable administrative costs.

### 10.4 Support Service Plan.

BAE Systems provides the following Support Service Plan to the Buyer for a fee. The Support Service Plan shall be specifically identified on an Accepted Order. BAE Systems will, from time to time, update its Support Service Plan relating to the Deliverables.

The current version of the Support Service Plan is attached and hereby incorporated by reference as Exhibit A. BAE Systems retains the right to modify the Support Service Plan with or without previous notice to the Buyer.

### 10.5 Buyer Support Requests; Buyer Reporting Obligations.

10.5.1 BAE Systems categorizes support requests into four levels of priority:

Critical: Problems that preclude use of significant functionality of the Hardware in live operations and for which no reasonable Workaround exists.

High Priority: Problems that are time sensitive and have a high degree of impact on the use of material functionality of the Hardware in live operations.

Medium Priority: Problems that preclude the use of significant functionality of the Hardware in live operations, but for which there is a reasonable Workaround.

Low Priority: Problems that do not significantly hinder use of any material functionality of the Hardware in live operations.

10.5.2 During the Support Service Term, Buyer shall report problems to BAE Systems at the designated BAE Systems' client support telephone number or e-mail address, and shall furnish a full description of the problem. Buyer shall, as required by BAE Systems, also provide written descriptions and supporting technical information regarding the Error.

10.5.3 For convenience, BAE Systems has provided the Response Time for the problem types identified in Article 10.4.1 above in accordance with the Support Service Plan in the table below:

TYPE OF PROBLEM	During Regional Business Hours	After Regional Business Hours
Critical	1	1
High	4	8
Medium	8	8
Low	Next Business Day	Next Business Day

### 10.6 Correcting Errors

10.6.1 BAE Systems will work with the Buyer and review the reported problem in an attempt to determine if the problem is in fact an Error. Upon receiving the report, BAE Systems will attempt to reproduce the reported Error using a current commercially available version of the affected Deliverable. Each report of an Error must be accompanied by sufficient information to enable BAE Systems to reproduce and verify it, and may require the input data that generated the Error. If it is determined by BAE Systems that the Error is reproducible, BAE Systems will take all steps commercially reasonable and as quickly as is practicable to provide a Workaround for the reproducible Error. BAE Systems may simultaneously, or after identifying a Workaround provide the Buyer with a diagnosis of the reproducible Error and provide a plan to Buyer for resolving the reproducible Error permanently.

10.6.2 Buyer acknowledges and agrees that the time period to provide either the Workaround or permanent resolution for any Error may vary according to the ability to reproduce it, as well as to the nature and seriousness of an Error. As such, BAE Systems makes no guarantees as to the time period within which either a Workaround or permanent resolution of an Error will be completed. BAE Systems may choose, at its sole discretion to defer resolution of diagnosed Errors classified as High, Medium, or Low until the next Major Release or Minor Release of the Deliverable.

10.6.3 BAE Systems makes no guarantee that it can reproduce the Buyer's Error, achieve a Workaround, or develop a permanent resolution to an Error.

### 10.7 Hardware Maintenance, Return, and Repair.

10.7.1 BAE Systems, in its sole discretion, will schedule and perform any maintenance it determines is appropriate for the Hardware.

10.7.2 In accordance with the Support Service Plan purchased by Buyer, subject to certain exclusions, BAE Systems may not charge Buyer for labor, material, or parts necessary for the repair of any malfunctioning Hardware, provided, Buyer returns the malfunctioning Hardware to the repair facility designated by BAE Systems.

- 10.7.3** In accordance with the Support Service Plan purchased by Buyer, upon written request and subject to the availability BAE Systems' inventory and any applicable laws, rules, or regulations; BAE Systems may, at its own expense, ship replacement Hardware to Buyer.
- 10.7.4** In accordance with the Support Service Plan purchased by Buyer, BAE Systems may provide priority turn-around on repairs to any returned Hardware for which replacement Hardware is not immediately available from BAE Systems' exchange stock.
- 10.7.5** In accordance with the Support Service Plan purchased by Customer, within thirty (30) days of its receipt of replacement Hardware, Buyer will, at its own expense, return the malfunctioning Hardware to BAE Systems, in accordance with BAE Systems' packing and shipping instructions. In the event Buyer fails to return the malfunctioning Hardware within a time period designated by BAE Systems, BAE Systems will be entitled to invoice Buyer for the replacement Hardware at its then current list price. This may also include the charging of an additional Software fee.
- 10.7.6** In the event of a Hardware malfunction or failure, Buyer must first troubleshoot and document the Hardware failure before requesting immediate repair or replacement. Failure to comply with BAE Systems' instructions or recommendations with regard to the Hardware malfunction or failure may cause Buyer to lose its rights to certain Support Services.
- 10.7.7** If BAE Systems has determined that the hardware must be returned for repair or replacement, prior to Buyer attempting to return the Hardware, Buyer must (i) obtain a RMA number from BAE Systems' customer service department, (ii) package the Hardware according to BAE Systems' specifications, and (iii) at Buyer's expense arrange for its shipment to the appropriate repair facility. If the shipping costs are to be covered by BAE Systems in the Buyer's purchased Support Service Plan, or BAE Systems decides to pay such shipping expenses; those costs will be reimbursed upon the submission of a proper invoice, including copies of all applicable receipts, to BAE Systems.
- 10.7.8** Buyer shall assume all costs associated with any shipment originating or arriving outside of the United States, including transportation, import fees, duties and taxes, if any.

#### **10.8 Updates and Releases.**

- 10.8.1** Following a general commercial release, BAE Systems may provide Minor Releases to Buyer, at no additional charge, in executable code and installation file formats appropriate for each Deliverable, including any corresponding Documentation. Buyer agrees to promptly install the current Minor Release prior to requesting any corrections for Errors.
- 10.7.1** BAE Systems may provide written notice, in a form of its discretion, of any commercially available Major Release of its Deliverables and will include a quotation for any charges associated with each Major Release. Buyer may, subject to acceptance by BAE Systems, order a designated number of copies of a Major Release by submitting a new Order to BAE Systems.
- 10.7.2** Notwithstanding anything to the contrary in these Terms and Conditions, BAE Systems has no obligation to develop or release to Buyer any further or follow-on Minor Releases or Major Releases.

#### **10.8 On-Site Support Services.** BAE Systems may agree to provide On-Site Support subject to the following conditions, limitations, and exclusions:

- 10.8.1** On-Site Services may require greater than thirty (30) days prior written notice to allow for the arrangement of adequate logistics and account representation. Such notice must include a description of any special security policies that will apply to BAE Systems personnel or its contractors.
- 10.8.2** Buyer shall reimburse BAE Systems for all travel and lodging expenses incurred by BAE Systems in connection with On-Site Services provided at a Buyer site located more than fifty (50) miles from BAE Systems' closest service facility. All travel, lodging and associated expenses (i.e. per diem) shall be subject to BAE Systems' standard travel policies. At Buyer's request, BAE Systems will include an estimate of the anticipated travel expenses in its service quotation.
- 10.8.3** Buyer shall, subject to its security and safety regulations, authorize or arrange for BAE Systems' access to Buyer's or Buyer's customer's premises, and provide an adequate environment for BAE Systems' personnel and equipment.
- 10.8.4** Buyer warrants that BAE Systems personnel providing On-Site Services will work in a safe environment, and Buyer agrees to indemnify BAE Systems for any personal injury (including death) or property damage suffered by either Party

during the course of the On-Site Support Services. BAE Systems reserves the right to terminate or refuse to provide On-Site Support Services for any reason.

### 10.9 End of Sale / End of Life.

The need to End-of-Life (“EOL”) Hardware occurs from time-to-time as technology advances, as components and parts become no longer available for manufacture or repair, and as the resulting ability to provide acceptable support becomes severely constrained and costly. BAE Systems, at its discretion, will from time-to-time declare Hardware to be in an EOL state. The following EOL phases and limitations shall apply to Hardware and their related Support Services:

- 10.9.1 BAE Systems will make commercially reasonable efforts to provide timely EOL announcements, which will include dates of last time buy, upgrade, or migration path options, as well as dates when changes to Support Services coverage take effect.
- 10.9.2 Repairs for EOL Hardware shall be performed only if components are commercially reasonable to find and replacements will be provided only as long as BAE Systems’ inventory is available.
- 10.9.3 BAE Systems will provide commercially reasonable efforts to support End-of-Sale (“EOS”)/EOL Hardware but will be under no obligation to provide Major Releases, Minor Releases, or Patch Releases with respect to Hardware at the end of the time specified within the BAE Systems’ EOS/EOL process.
- 10.9.4 BAE Systems will continue to provide Telephone Support and E-mail Support to the extent commercially reasonably without providing Major Releases, Minor Releases or Patch Releases. Further, BAE Systems provides no guarantee that a problem, failure, malfunction, or Error with Hardware supported on an EOL basis can or will be resolved.

### 11.1 WARRANTY

- 11.2 BAE Systems warrants all Hardware identified in an Accepted Order shall meet BAE Systems’ performance specifications for a period of twelve (12) months after the delivery date. The Hardware has been designed for use in a controlled environment where potential hazards to the Hardware are properly mitigated. As such, this warranty shall be null and void if the Hardware is used in an environment determined by BAE Systems, in its sole discretion, to be a Harsh Environment.
- 11.3 During the warranty period, BAE Systems will repair or replace, at BAE Systems’ discretion, Hardware that fails due to Error or is non-conforming to BAE Systems’ performance specifications. Repair or replacement shall be contingent upon the Buyer obtaining a valid BAE Systems’ RMA number. During the warranty period, the repair turn-around time will be twenty-one (21) business days, unless the Buyer has purchased the Support Service Plan. Buyer shall be responsible for all duties, taxes, and fees required to be paid when returning the Hardware to the designated BAE Systems’ repair facility, as well as for return shipments from BAE Systems’ repair facilities to international Buyer locations. BAE Systems will pay return shipping expenses from the BAE Systems’ repair facility to a domestic Buyer location. Repairs for Hardware not covered by a valid BAE Systems Service Plan, or outside of the warranty period will be billed at BAE Systems’ then current repair rate.
- 11.4 All Hardware repaired by BAE Systems pursuant to these Terms and Conditions, is covered for the remaining period of the Hardware’s original warranty, or ninety (90) days, whichever expires latest. Any warranty extension provided hereunder shall be at BAE Systems sole discretion and apply solely to the repairs made to the Hardware.
- 11.5 BAE Systems warrants that Support Services shall be provided in a professional and workmanlike manner by BAE Systems employees (or BAE Systems’ contractors) with the appropriate skills and technical training to perform the required services. BAE Systems expressly disclaims any representation or warranty that it can remedy any or all Errors.
- 11.6 Any warranty for Software shall be covered under the applicable EULA.
- 11.7 ***The forgoing, together with any applicable End User License Agreement, constitutes BAE Systems’ entire warranty and Buyer’s sole remedy with respect to any defect or non-conformance in Deliverables provided to it by BAE Systems. This warranty and remedy is exclusive and in lieu of all other warranties, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, non-infringement, or those arising from course of dealing or usage in trade.***

### 12.0 PRICES

Unless otherwise agreed to, in writing, the prices for Deliverables to be provided under an Accepted Order shall be those set forth in BAE Systems’ Proposal. All prices for Deliverables are in U.S. Dollars and shall be identified specifically in the Proposal, which is hereby incorporated by reference. All prices are exclusive of any applicable federal, state or local sales, use, excise or similar taxes, however designated, levied upon, or measured by the sale, the sales price or use of Deliverables. BAE Systems will list separately on its invoice any such taxes applicable to any such Deliverables, and payable by Buyer, unless Buyer furnishes to BAE Systems evidence of exemption (e.g., a Resale Certificate, Tax Exempt Certificate, or Direct Pay Certificate) acceptable to the taxing authority. Prices do not include any customs duties, fees or taxes, however characterized, transportation charges or insurance costs, all of which, where applicable, shall be paid by Buyer.

### 13.1 PAYMENT

**13.2** Invoices shall be delivered by electronic means upon BAE Systems' acceptance of a Buyer Order. Full payment for Deliverables is due from Buyer within thirty (30) calendar days from the date of invoice or upon delivery, whichever date is earliest. Payments are unconditional and shall be made as without recourse, set off, or discount. If Buyer fails to make any payment in accordance with these Terms and Conditions, BAE Systems, in addition to any other rights and remedies it may have under law, contract, or equity; shall be entitled, at its sole option, to defer shipments or deliveries under this or any other Buyer Accepted Order. In all cases, BAE Systems may require, at its sole discretion, payment by Buyer before shipment or delivery of any Deliverables. Buyer will execute and furnish to BAE Systems any security interests and UCC-1 forms necessary to protect BAE Systems' interest in the Deliverables until full payment for Deliverables is made.

**13.3** Payment shall be made by direct credit to the following bank account or any different account nominated by BAE Systems in writing from time to time, and a notice of the deposit shall be communicated to BAE Systems at the same time.

Electronic Funds Transfer (Preferred Method)

BAE Systems Information and Electronic  
Systems Integration Inc.  
Citibank N.A.  
ABA # 031100209  
Deposit Account: 3880-6691  
Swift Code: CITIUS33

Mailing Lockbox Address:

BAE Systems Information and  
Electronic Systems Integration, Inc. c/o  
Citibank N.A.  
P.O./Lockbox 7247-6941  
Philadelphia, PA 19170-6941

Bank Address and Contact Information:

Citibank N.A.  
One Penn's Way  
New Castle, DE 19720  
Phone: +1 (302) 323-5062  
Email: bae.serviceteam@citigroup.com

#### **14.1 BUYER'S DEFAULT: TERMINATION**

Without prejudice to any other rights or remedies available to BAE Systems, BAE Systems shall have the right and option to immediately terminate any Accepted Order, upon written notice to Buyer, in the event of the occurrence of one or more of the following:

**14.2** Buyer breaches any of these Terms and Conditions.

**14.3** Buyer makes an assignment for the benefit of creditors, or files a petition in bankruptcy, or is adjudged bankrupt or become insolvent, or be placed in the hands of a receiver, or otherwise be involuntarily placed into bankruptcy, or otherwise have its charter of incorporation relinquished or canceled.

**14.4** The equivalent of any of the proceedings or acts referred to in this Article, though known or designated by some other name or term, shall likewise constitute a ground for termination of an Accepted Order.

**14.5** In the event of default, Buyer shall be liable to BAE Systems for all damages or losses, including loss of reasonable profits, and for costs and expenses, including attorney's fees sustained.

#### **15.1 PROTECTION OF BAE SYSTEMS' INTELLECTUAL PROPERTY**

**15.2** Buyer acknowledges and agrees that BAE Systems has invested substantial resources in the design, creation, and development of any Deliverables provided under an Accepted Order. Further, Buyer acknowledges and agrees the price it shall pay for any Deliverables does not reflect the BAE Systems' cost of such design, creation, and development of the Deliverable; or does it represent the actual value to BAE Systems of the intellectual property associated with any Deliverable. As such, in conjunction with any BAE Systems' applicable EULA, BAE Systems reserves all rights to all intellectual property associated with the Deliverables, including but not limited to all designs, codes, sketches, specifications, models, samples, computer programs (including source code), reports, data, techniques, documentation, or other technical information. Buyer's acquisition of the Deliverables under an Accepted Order shall not be construed to confer any rights to Buyer by implication, estoppel, or otherwise as to any BAE Systems intellectual property, technology, trade secrets, or know-how. Buyer shall not copy, reproduce, reverse engineer, decompile, or disassemble Deliverables or their designs or specifications.

**15.3** Buyer shall not use, either directly or indirectly, in whole or in part, any trademark, service mark, trade name, corporate name, or other mark, name, title or term that is now owned, created, used or licensed by BAE Systems, or hereafter may be owned, created, used or licensed by BAE Systems (collectively, "Trade Names") except in the manner and to the extent that BAE Systems may specifically authorize in writing prior to any such use.

**15.4** BAE Systems does not grant to Buyer any right, title or interest in or to any software, trade secret, copyright, patent or Trade Names, all of which are exclusively owned by and reserved to BAE Systems.

**15.5** Buyer shall immediately notify BAE Systems of any of the following things of which Buyer becomes aware:

**15.5.1** The infringement of BAE Systems' intellectual property rights, apparent infringement of those rights, or a threatened infringement of those rights;

**15.5.2** An action, claim or demand about any of BAE Systems' intellectual property rights;

**15.5.3** Statements or conduct which may be inaccurate or misleading in relation to BAE Systems or the Deliverable(s); or

**15.5.4** Conduct which might amount to unlawful or unfair competition against BAE Systems or its Deliverable(s).

**15.6** Buyer shall not, nor shall it permit any third party to, modify, alter, merge, adapt, disassemble, decompile or repair the Deliverable(s) or any part of them.

**15.7** U.S. Government Restricted Rights. The Software and User Documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Software and User Documentation are being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users

pursuant to the terms and conditions of this Agreement. Manufacturer is BAE Systems Information and Electronic Systems Integration Inc., 65 SPIT BROOK RD, NASHUA, NH 03061-0868, USA.

#### **16.0 EXPORT COMPLIANCE**

Buyer acknowledges that some or all of the Deliverables may be subject to restrictions regarding export and re-export. For the purposes of these Terms and Conditions, and any Deliverable provided under an Accepted Order, Buyer agrees that such deliverables are governed by U.S. export control law. Buyer shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, and the Export Administration Regulations, 15 C.F.R. 730-774, and the regulations of the Office of Foreign Assets Control (31 C.F.R. Parts 500-595). Buyer will not export the Deliverables outside the United States, or provide them to non-U.S. persons without first obtaining the necessary Government authorizations and export approvals. Buyer shall obtain all required export licenses or agreements necessary, as applicable.

#### **17.0 COMPLIANCE WITH LAWS**

Buyer agrees to comply with all applicable laws, codes and regulations and assumes all responsibility and liability for providing not complying with this Article.

#### **18.0 NON-ASSIGNMENT**

Buyer shall not, either voluntarily or by operation of law, assign, sublicense, transfer, encumber or otherwise dispose of all or any part of its interest in an Accepted Order, these Terms and Conditions, or an applicable BAE Systems EULA, without the prior written consent of BAE Systems.

#### **19.0 LIMITATION OF LIABILITY**

*Under no circumstances shall BAE Systems, its directors, officers, agents, employees, consultants, or subcontractors be liable for any special, incidental, consequential, or indirect damages, including but not limited to loss of good will, lost profits, business interruption, data loss, any and all other commercial damages or loss, or exemplary or punitive damages. Further, the total liability of BAE Systems, its directors, officers, agents, employees, consultants, or subcontractors under any Accepted Order or these Terms and Conditions shall not exceed \$10,000.00 U.S. Dollars.*

#### **20.1 INDEMNITY**

*Subject to Buyer shall defend, indemnify and hold harmless BAE Systems, together with its affiliated companies, and the directors, officers, agents, employees, consultants, and subcontractors of each, from and against any and all losses, damages, liabilities, claims, demands and causes of action arising out of:*

- 20.2 An allegation that the use of the Deliverables, either in connection with other material or equipment, or in the operation of any process, or as used in any Altered Goods infringes any patent or other intellectual property right;*
- 20.3 Any allegation that the Deliverables infringe any patent or other intellectual property right, when such Deliverables were manufactured or modified pursuant to Buyer's designs, specifications, or formulae and were not normally offered for sale by BAE Systems;*
- 20.4 Buyer's failure to comply with Articles 11 (Protection of BAE Systems' Intellectual Property), 16 (Export Compliance), or 17 (Compliance with Laws), herein;*
- 20.5 Allegations of personal injury to Buyer's directors, officials, agents, employees, consultants, subcontractors, or those of third parties, either arising from or relating to the Deliverables; or from the presence of Buyer's directors, officers, agents, employees, consultants, or subcontractors on BAE Systems' premises;*
- 20.6 Damage to property of Buyer, its directors, officers, agents, employees, consultants, subcontractors, or that of a third party arising from the Deliverables.*

#### **21.0 FORCE MAJEURE**

BAE Systems shall not be liable for failure to meet any of its obligations due to causes beyond its reasonable control. Such causes shall include, but shall not be limited to, such things as acts of God, terrorism, fire, flood, earthquake or other natural disaster, unusually severe weather conditions, war, terrorist activity, embargo, riot, the intervention of any governmental authority, strikes (regardless of the characterization thereof), labor slowdowns or walkouts, shortages of labor, material or transport, and failures of suppliers to deliver in accordance with the terms of their contracts. BAE Systems will, within a reasonable time after such a force majeure event, notify Buyer in writing, and the time for delivery or other performance by BAE Systems shall be extended by at least the same length of time as such force majeure event continues.

#### **22.0 PRECEDENCE**

With regard to Hardware and Support Services, these Terms and Conditions shall take precedence over any other terms and conditions. With regard to Software, the applicable BAE Systems EULA (or third-party EULA) shall take precedence.

#### **23.0 SEVERABILITY**

If any provision of these Terms and Conditions to be held invalid or unenforceable, the remainder of these Terms and Conditions shall continue in full force and effect.

#### **24.0 WAIVERS**

No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party hereto unless in writing and executed by both Parties hereto. Neither the failure to insist upon strict performance of any of these Terms or Conditions, or the acceptance of moneys due hereunder with knowledge of a breach of these Terms and Conditions shall be deemed a waiver of any rights or remedies that either Party hereto may have or a waiver of any subsequent breach or default in any such agreements, terms, covenants and conditions. Further, no waiver by either Party of any breach or default by the other Party shall constitute a waiver of any other breach or default of the same or any other provisions of these Terms and Conditions.

#### **25.0 GOVERNING LAW**

An Accepted Order and these Terms and Conditions shall be interpreted, construed and governed under the laws of the State of California, excluding its choice of law rules.

#### **26.0 ENTIRE AGREEMENT**

These Terms and Conditions, together with the Exhibits A and B, any attached special conditions (including but not limited to any applicable BAE Systems' EULA, BAE Systems Support Service Plan, or third-party EULA), and an Accepted Order, constitutes the final, complete, and exclusive statement of all terms of agreement between BAE Systems and Buyer. No prior oral or written agreement shall be a part of, or serve to modify, an Accepted Order, these Terms and Conditions, the Proposal, or any attached special conditions. Exceptions, confirmations, purchase orders, correspondence, or invoices by Buyer which state additional or different terms shall not alter an Accepted Order, these Terms and Conditions, the Proposal, or any attached special conditions in any way. Any such differing or additional terms shall be deemed material alterations within the meaning of the Uniform Commercial Code and notice of objection to any such differing or additional terms is hereby given. The Accepted Order, these Terms and Conditions, the Proposal, or any Special Conditions can only be modified by a written instrument referencing those terms and conditions to be changed, denoted as an "Amendment," and executed by the Parties after the effective date hereof.

**EXHIBIT A**

***BAE Systems Cybersecurity Products – Support Service Plan***

	<b>Basic Warranty</b>	<b>Support Service Plan</b>
HELPDESK SUPPORT	9:00AM – 6:00PM ET MON – FRI excluding holidays  Phone or e-mail response	Phone & E-mail Support 24x7x365 coverage  1-hour phone response / NLT NBD e-mail response.
RETURN TO FACTORY (RMA SERVICES)	No Charge 21 business day turn-around (Receipt to Shipment)	No Charge 10 business day turn-around (Receipt to Shipment)
ADVANCE REPLACEMENT OPTION	Per Incident Charge Shipped from BAE Systems on an as-available basis	No Charge Per Customer Request  Delivery within 24 hours (domestic customers only)  Shipped from BAE Systems on an as-available basis
FIRMWARE/SOFTWARE UPDATES, UPGRADES	No charge for hotfixes	Patch Releases included Purchase price discounts for Major Release upgrades
ON-SITE HARDWARE REPLACEMENT	Per Incident Charge	Non-expedited service no charge; Buyer responsible for all travel costs
CONTACT INFORMATION	Email: cybersupport.us@baesystems.com Phone: 877-856-2472  Phone: 703-736-4379	

## EXHIBIT B

### CYBERSECURITY PRODUCTS SOFTWARE LICENSE AGREEMENT

**Attention:** This Software License Agreement (“Agreement”) applies to BAE Systems Information and Electronic Systems Integration Inc. (“BAE Systems”) software products within BAE Systems’ Cybersecurity Products Group. Such software includes, but is not limited to, STOP OS™, XTS® Guard, Secure Automated Guard Environment (SAGE), Nephronmaxx, SIBA™, related SDK Products, and other products specified in the applicable ordering document detailing the product, the applicable license metric and quantity. Such software may be offered as a stand-alone product or incorporated in hardware as a bundled product.

This Agreement describes Your legal rights and obligations regarding the use of the BAE Systems’ software specified in the ordering document, and related documentation and materials in the form and version You receive them, and any Updates thereof that may be provided to you (“the Software”). This Agreement is a legal agreement between You and BAE Systems and describes the terms under which the Software can be operated, regardless of whether You have purchased the Software bundled with hardware, or have purchased the Software separately. You should pay particular attention to the provisions addressing your rights and limitations on use.

The Software is offered with and without hardware to commercial and government customers both directly and through contractors and resellers. If You will be using the Software for your own personal use, references to “You” in this agreement mean you, as an individual. If you are using or installing the Software for the benefit of or as an employee of a corporation, consultant, agent, subcontractor, or lower-tier subcontractor or other entity, references to “You” and “Your” in this agreement mean that corporation or entity. Using or installing the Software indicates Your acknowledgment that You have read this license and agree to its terms. If You are using or installing the Software for the benefit of or as an employee of a corporation, consultant, agent, subcontractor, or lower-tier subcontractor or other entity, You hereby represent that You have authority to bind such entity. If You do not agree to the terms of this Agreement, we are unwilling to license the Software to You, and You must return the product to the place of purchase within 10 days of the date You acquired it.

IF YOU ARE A UNITED STATES (“U.S”) GOVERNMENT CUSTOMER, ACCEPTANCE OF THESE TERMS ARE EFFECTUATED BY ACCEPTANCE OF A PROPOSAL, QUOTE, OR OTHER ORDERING DOCUMENT OR CONTRACT INCORPORATING THIS AGREEMENT BY REFERENCE OR OTHERWISE OR BY CONTRACTING OFFICER EXECUTION OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT CONCERNING THE LICENSING OF THE PROGRAM BETWEEN LICENSEE AND LICENSOR, AND IT SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING BETWEEN THE PARTIES. THE PARTIES HERETO RECOGNIZE THAT THE FEDERAL GOVERNMENT IS SUBJECT TO STATUTORY RESTRICTIONS REGARDING THIRD PARTY SOFTWARE TERMS AND CONDITIONS (INCLUDING BUT NOT LIMITED TO OPEN SOURCE SOFTWARE), WHICH IT IS PERMITTED TO ACCEPT. ACCORDINGLY, AND NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS AGREEMENT AND/OR IN ANY SOFTWARE LICENSE APPLICABLE TO ANY SOFTWARE DELIVERED HEREUNDER, THE PARTIES HERETO RECOGNIZE THAT THE GOVERNMENT CANNOT, AND DOES NOT, AGREE TO ANY THIRD-PARTY SOFTWARE TERMS AND CONDITIONS IDENTIFIED IN APPENDIX A OR INCORPORATED IN THIS AGREEMENT BY REFERENCE, THE ACCEPTANCE OF WHICH WOULD VIOLATE FEDERAL LAW OR ANY STATUTORY CONSTRAINT. IN THE EVENT THE GOVERNMENT OBJECTS TO SUCH TERM(S), THE GOVERNMENT AGREES THAT IT SHALL RETURN THE AFFECTED SOFTWARE UNUSED IN ACCORDANCE WITH ARTICLE 13 (GOVERNMENT ACQUISITIONS) OF THIS AGREEMENT.

## Grant & Scope of License

1. Software Components. The Software is licensed as a single product and its components may not be separated for distribution or use on more than one (1) computer unless expressly permitted by BAE Systems in the applicable user documentation (“User Documentation”). If the Software is incorporated in BAE Systems-provided hardware, the Software is licensed as a single integrated product with the hardware and its components may not be de-coupled from the hardware unless otherwise expressly agreed to in writing by BAE Systems.
2. Support. This Agreement does not obligate BAE Systems to deliver to You any modifications, upgrades, updates, or enhancements to the Software (“Updates”). You may purchase future Updates, training, maintenance and other support services separately under separate writing; alternatively, Maintenance and Support may already be bundled with your product. You may already be entitled to receive updates as the result of a Maintenance and Support agreement or extension. Upon such purchase, or upon delivery of any other Update to You, the Updates are considered part of the Software and subject to the terms and conditions of this Agreement, BAE Systems will make the Updates available to You on separate media or via an online portal in a form acceptable to BAE Systems, provided that You and BAE Systems agree to such delivery in the applicable ordering document. In such event, You shall bear sole responsibility for manually applying such Updates to the Software.
3. License Grant. In consideration of Your payment of the applicable license fee which is deemed to form part of Your payment for Your complete order to BAE Systems, BAE Systems hereby grants You a perpetual or limited license, as defined on your order, non-exclusive license to use the Software solely for Your own internal business purposes in the manner set forth in the User Documentation and as further set forth in this Agreement. You may only use the Software in object code form only. If You have purchased licenses for a specific number of users, sites, CPUs, servers, or the like as specified in the applicable ordering document, You may allow Your employees to use the Software only for the number of units purchased and in the applicable manner. You shall supervise and control the use of the Software and User Documentation and ensure that Your employees and representatives use the Software and the User Documentation in accordance with the terms of this Agreement. If You have not purchased multiple licenses, or if the Software is pre-installed on a computer or other hardware device, You may only use the Software on that device. You may make backups provided they are for archival use only and are not used to load the Software onto a non-licensed system.
4. Prohibited Actions. The following are not included in the license granted in this Agreement, and You shall not engage in any of the following activities:
  - 4.1 Use. You may not install, access or otherwise copy or use the Software or the User Documentation except as expressly authorized by this Agreement.
  - 4.2 Reverse Engineering. You may not reverse engineer, decompile, or disassemble the Software, or otherwise attempt to derive the source code for the Software.
  - 4.3 Transfers. You may not distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or any portion of the Software or the User Documentation, or any rights granted in this Agreement, to any other person (including business entities and other government agencies) without the prior written consent of BAE Systems.
  - 4.4 Hosting or Third-Party Use. You may not install or access, or allow the installation or access of, the Software over the Internet, including, without limitation, use in connection with a Web hosting or similar service, or make the Software available to third parties via the Internet on Your computer system or otherwise. You may not engage in service bureau use or sell services consisting of Access to the Software without express written permission from BAE Systems.

4.5 Notices. You may not remove, alter, or obscure any proprietary notices, labels, or marks from the Software. To the extent You are authorized to copy the Software, You must apply such notices to all partial and entire copies of the Software You make on any medium.

4.6 Modifications. You may not modify, alter, translate, merge, adapt, arrange, or create derivative works based on the Software or the User Documentation for any purpose nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs.

4.7 Circumvention. You may not utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by BAE Systems in connection with the Software, or use the Software together with any authorization code, serial number, or other copy protection device not supplied by BAE Systems directly or through any authorized distributor.

4.8 Unlawful Purposes. You may not use the Software in any manner which is unlawful or fraudulent. You must ensure that Your use and operation of the Software complies with all applicable local laws and that you comply with all applicable laws, restrictions, and regulations.

4.9 Exceptions from Prohibitions. The prohibitions contained in this Section 4 shall not apply to actions that are mandated under federal procurement laws consistent with the transfer of Restricted Rights in Computer Software to the United States when the U.S. Government is the end-user.

5. Third Party Software.

5.1 General. This Software may contain programs licensed to BAE Systems by third parties. Any such third-party software products supplied with the Software are provided to You subject to such third party's license agreement, the terms of which may change from time to time, and/or any additional license terms that may be required by the applicable third party. Notwithstanding Sections 3 and 4, You acknowledge that certain components of the Software may be covered by so-called "open source" software licenses ("Open Source Components"), which means any software licenses approved as open source licenses by the Open Source Initiative or any substantially similar licenses, including without limitation any license that, as a condition of distribution of the software licensed under such license, requires that the distributor make the software available in source code format. To the extent required by the licenses covering Open Source Components, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to Open Source Components require Licensor to make an offer to provide source code in connection with the Software, such offer is hereby made.

5.2 [RESERVED]

6. Limited Warranty. BAE Systems warrants that, for a period of ninety (90) days after delivery of the Software to You, that the Software will operate in all material respects in substantial conformity with its published specifications and the Software media will be free from defects in materials and workmanship under normal use. BAE Systems does not warrant that the Software will meet all Your requirements or that the operation of the Software will be uninterrupted or error free. This Limited Warranty shall only apply if the Software is used on BAE Systems-provided hardware or, if Software only is only provided to Licensee, on BAE Systems-approved hardware. Certain of the Software (such as, without limitation, the Nephronmaxx Software), is designed to be configurable and controllable by you and therefore its function, operation, and performance is entirely dependent upon data and commands inputted and actions taken by You. Accordingly, BAE Systems cannot warrant that the Software, once configured by you, will meet any specific performance criteria or identify or exclusion of warranties at Section 8 of this Agreement shall apply.

7. Exclusive Remedy. BAE Systems' entire liability, and Your exclusive remedy, for breach of the warranty in Section 6 shall be, at BAE Systems' option, either (a) return of the price paid or (b) repair or replacement of the Software that does not meet the BAE Systems limited warranty in Section 6 and that is returned to BAE Systems. This limited warranty is void if failure of the Software has resulted from accident, abuse, or misapplication. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.
8. No Other Warranties.
- 8.1 BAE SYSTEMS MAKES NO OTHER REPRESENTATION OR WARRANTIES EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, WITH RESPECT TO THE SOFTWARE OR ITS CHARACTERISTICS, QUALITY, PERFORMANCE, OR VALUE, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. ALL SUCH REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. SOME JURISDICTIONS AND FEDERAL PROCUREMENT REGULATIONS RESTRICT THE RIGHT TO EXCLUDE CERTAIN WARRANTIES; THEREFORE, THE RIGHTS YOU HAVE MAY VARY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IMPLIED WARRANTIES ON THE SOFTWARE, IF ANY, ARE LIMITED TO NINETY (90) DAYS FROM THE DATE OF DELIVERY TO YOU. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF, OR LIMITATIONS ON THE DURATION OF, AN IMPLIED WARRANTY, SO THE ABOVE EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.
- 8.2 The Software and any associated BAE Systems-furnished hardware (if any) is for general use in a variety of information technology applications. It is not developed or intended for use in any inherently dangerous applications, including applications that may create a risk of personal injury. If the Software and any associated BAE Systems-furnished hardware is used in dangerous applications, You shall be responsible to take all appropriate fail-safe, backup, redundancy, and other measures to ensure its safe use. BAE Systems and its affiliates, suppliers, and licensors disclaim any liability for any damages caused by use of this Software and associated BAE Systems-furnished hardware in dangerous applications.
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10. Further Limitations. You shall not sell, transfer, publish, disclose, display, or otherwise make available the Software, the User Documentation or any software products and associated technical data or copies thereof to any third party. You agree to secure and protect the Software, the User Documentation and all software products, associated technical data, and copies thereof in a manner consistent with the maintenance of BAE Systems' rights therein and to use best efforts to protect those rights.
11. Further Obligations. You shall maintain accurate and up-to-date records of the number and locations of all copies of the Software, the User Documentation, any software products and any associated technical data.
12. Export Restrictions. You agree to comply fully with all relevant export laws and regulations of the United States ("Export Laws") to ensure that neither the Software nor any direct product thereof is (a) exported directly or indirectly, in violation of Export Laws; or (b) intended to be used for any purposes prohibited by the Export Laws, including without limitation

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13. Term and Termination. This Agreement shall remain in effect until terminated. This Agreement will automatically terminate if You fail to comply with any of its provisions.

You may terminate this Agreement at Your own discretion at any time by destroying the Software and certifying such destruction to BAE Systems within three (3) business days of destruction, or by returning the same to BAE Systems.

Upon termination of this Agreement, all rights granted to you under this Agreement shall cease and You must (i) cease all use of the Software, and all activities authorized by this Agreement, (ii) immediately delete or remove the Software from all computer equipment in Your possession and (iii) destroy or return to BAE Systems (at BAE Systems' option) all copies or portions of the Software embedded within any computer or merged within any other programs or stored on any storage media under Your control. All provisions related to disclaimers of warranties and limitations on liability shall survive any termination or expiration of this Agreement.

14. General Terms and Conditions. This Agreement shall not be amended, altered or changed by any purchase order or other instrument submitted by You, whether or not formally rejected by BAE Systems.

15. Limitation of Liability. SUBJECT TO THE EXCLUSIVE REMEDY OFFERED BY BAE SYSTEMS IN SECTION 7 ABOVE, BAE SYSTEMS' AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AND LICENSORS IN RESPECT OF ANY LOSS OR DAMAGE WHETHER ARISING IN CONTRACT (INCLUDING UNDER ANY INDEMNITY OR WARRANTY), IN TORT (INCLUDING NEGLIGENCE), OR OTHERWISE WILL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY YOU FOR THE SOFTWARE PRINCIPALLY RESPONSIBLE FOR SUCH DAMAGES, IF ANY. 15.2 TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BAE SYSTEMS, ITS AFFILIATES, LICENSORS, AND SUPPLIERS BE LIABLE TO YOU FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER, INCLUDING ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF REVENUE, LOSS OR CORRUPTION OF DATA OR THE COST OF RECOVERING SAME, , LOSS OF CONTRACT OR OPPORTUNITY, LOSS OF GOODWILL, OR CLAIMS BY A THIRD PARTY. THE LIMITATIONS OF LIABILITY IN THIS SECTION 15 SHALL APPLY TO ANY DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, EVEN IF BAE SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT. Nothing contained in this Agreement limits BAE Systems' liability to you in the event of death or personal injury resulting from BAE Systems' negligence or for the tort of deceit (fraud). BAE Systems is acting on behalf of its affiliates, licensors, and suppliers for purposes of disclaiming and excluding and limiting obligations, warranties, and liability, but in no other respect and for no other purpose.

16. Risk of Loss. BAE Systems will replace, at no charge the Software, the User Documentation, software products, technical data and media lost or damaged during shipment, provided You comply with BAE Systems' then-current "Return

Material Authorization” (RMA) procedures provided to you at the time of the return. If BAE Systems software products, technical data and media are lost or damaged after delivery and acceptance, then BAE Systems will replace the software products, technical data and media, at the then current standard published replacement price.

17. U.S. Government Restricted Rights. The Software and User Documentation are “Commercial Items,” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Software and User Documentation are being licensed to U.S. Government end users (1) only as Commercial Items and (2) with only those rights as are granted to all other end users pursuant to the terms and conditions of this Agreement. Manufacturer is BAE Systems Information Systems Inc., 2525 Network Place, Herndon, VA, 20171, USA.
18. No Assignment; Insolvency. This Agreement and any rights hereunder may not be assigned by You, whether voluntarily or by operation of law, and any purported assignment, whether express or by operation of law, shall be void. The Agreement and the licenses granted hereunder shall terminate without further notice or action by BAE Systems if You cease business in the ordinary course, become bankrupt or insolvent, make an assignment for the benefit of its creditors or go into liquidation.
19. Choice of Law. This Agreement and any disputes arising out of or in connection with this Agreement shall be governed by the laws of the United States to the extent applicable to sales to the U.S. Government and by the laws of the State of California for all additional or prescribed purposes, without reference to conflict-of-laws principles save for any such rules which permit parties to select the choice of law of this Agreement or which are mandatory according to the aforementioned laws, and excluding the UN Convention on Contracts for the International Sale of Goods. The parties to this Agreement agree to submit to the jurisdiction of the courts located in the Counties of Southern California to resolve any disputes, or to the U.S. Court of Federal Claims where that court has exclusive jurisdiction over such dispute(s).
20. Severability. If and to the extent any provision of the Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of any other provision of this Agreement in any other jurisdiction.
21. Audits. To ensure compliance with this Agreement, You agree that upon reasonable notice BAE Systems or BAE Systems’ authorized representative shall have the right to inspect and audit Your installation, access and use of the Software. Any such inspection or audit shall be conducted during regular business hours at Your facilities or electronically. If such inspections or audits disclose that You have installed, accessed or permitted access to the Software on Computer(s) in a manner that is not permitted under this Agreement, then BAE Systems may terminate this Agreement immediately and You are liable to pay for any unpaid license fees as well as the reasonable costs of the audit. Nothing in this section shall be deemed to limit any legal or equitable remedies available to BAE Systems for violation of this Agreement or applicable law.
22. All Rights Reserved. Except as expressly provided otherwise in this Agreement, title, ownership and all rights and interest including, without limitation, copyrights, in and to the Software and User Documentation and any authorized copies remain with BAE Systems. The structure, organization and code of the Software are valuable trade secrets of BAE Systems, and You shall keep them confidential, and not disclose them to any third party except with the express consent of BAE Systems.

23. Waiver. If BAE Systems fail to insist upon strict performance of any of Your obligations under this Agreement, or if BAE Systems fails to exercise any of the rights or remedies to which it is entitled under this License, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations. A waiver by BAE Systems of any default shall not constitute a waiver of any subsequent default. No waiver by BAE Systems of any of the terms and conditions of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
24. Entire Agreement. This Agreement and any document expressly referred to in it represents the entire agreement between the parties to this Agreement in relation to the licensing of the Software and the User Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing. The parties to this agreement each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or been implied from anything said or written in negotiations between them prior to entering into this Agreement except as expressly stated in this Agreement. Neither of the parties to this Agreement shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date that they entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

If you have any questions regarding this Agreement or if you wish to request any information from BAE Systems, please use the address and contact information included with the Software.