On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: GSAAdvantage.gov.

MULTIPLE AWARD SCHEDULE

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT HARDWARE

Special Item Number 33411  Purchase of New Electronic Equipment

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

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7B22

Special Item Number 811212 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts


NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DB02

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SERVICES

SIN 54151S Information Technology Professional Services

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

The Contractor shall not resell IT Professional Services, except that IT professional services may only be resold in direct support of products that are authorized to be sold via the schedule contract, e.g. SIN 54151 - Software Maintenance Services that supports SIN 511210 - Software Licenses. (This does not include SINs within the IT Services Subcategory).

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01
LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE

Special Item Number 511210  Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

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, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7A21

Special Item Number 54151  Software Maintenance Services

Software maintenance services creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance services includes person-to-person communications regardless of the medium used to communicate: telephone support, online technical support, customized support, and/or technical expertise which are charged commercially.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: DA01
Special Item Number OLM  Order-Level Materials (OLM)

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

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

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:
- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)
- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

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

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

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 0000
Schedule Contract Number
GS-35F-373GA

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: April 14, 2017 through April 13, 2027

Contract current through: Modification 24 effective May 12, 2022
 MASS Modification A842 effective April 21, 2022

Long Wave Inc.
1111 North Lee Avenue, Suite 334
Oklahoma City OK 73103-2435
405-235-2217 (telephone)
405-235-2250 (facsimile)
www.longwaveinc.com

Contractor Point of Contact for Contract Administration
Traci Kirkwood
Contract Administrator
Long Wave Inc.
1111 North Lee Avenue, Suite 334
Oklahoma City OK 73103-2435
405-235-2217 (telephone)
405-235-2250 (facsimile)
contracts@longwaveinc.com

A Small Business

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchase of New Electronic Equipment</td>
</tr>
<tr>
<td>811212</td>
<td>Maintenance of Equipment, Repair Services and/or Repair/Spare Parts</td>
</tr>
<tr>
<td>54151S</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>54151</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

<table>
<thead>
<tr>
<th>Special Item Number</th>
<th>Part Number / Labor Category</th>
<th>GSA Price with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>FSDS-TRC-1000</td>
<td>$26,322.42</td>
</tr>
<tr>
<td>811212</td>
<td>FSDS-TRC-1000m</td>
<td>$6,580.60</td>
</tr>
<tr>
<td>54151S</td>
<td>Junior Technical Analyst</td>
<td>$52.49</td>
</tr>
<tr>
<td>511210</td>
<td>FSLW-TRP-1000</td>
<td>$1,789.92</td>
</tr>
<tr>
<td>54151</td>
<td>FSDS-TRCIA-1000</td>
<td>$2,421.66</td>
</tr>
</tbody>
</table>

1c. Identification of Services and Hourly Rates: Please refer to pages 7 through 11, below.
2. Maximum Order:

- Special Item Number 33411 $500,000
- Special Item Number 811212 $500,000
- Special Item Number 54151S $500,000
- Special Item Number 511210 $500,000
- Special Item Number 54151 $500,000
- Special Item Number OLM $250,000


5. Points of Production: Oklahoma City, Oklahoma USA

6. Discount from List Price or Statement of Net Price:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discount: None.

8. Prompt Payment Terms:

2.0% 10 days, Net 30 days for payment by check or direct deposit.
1.5% 10 days, Net 30 days for payment by credit card.

Note: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.


10a. Time of Delivery: 30 days after receipt of order.

10b. Expedited Delivery: 15 days after receipt of order.

10c. Overnight and 2-day Delivery: Please contact the Contract Administrator for availability.

10d. Urgent Requirements: Please contact the Contract Administrator for availability.

11. F.O.B. Point: Destination.

12a. Ordering Address:

Traci Kirkwood
Contract Administrator
Long Wave Inc.
1111 North Lee Avenue, Suite 334
Oklahoma City OK 73103-2435
405-235-2217 (telephone)
405-235-2250 (facsimile)
contracts@longwaveinc.com
12b. Ordering Procedures:

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

13. Payment Address:

Alyssa Gass  
Contract Administrator  
Accounts Receivable  
1111 North Lee Avenue, Suite 334  
Oklahoma City OK 73103-2435  
405-235-2217 (telephone)  
405-235-2250 (facsimile)  
Accounts_receivable@longwaveinc.com

14. Warranty Provisions:

Special Item Number 33411: 1 year

Special Item Number 811212: 60 days for repair services

Special Item Number 511210: 60 days (see the TE Software End User License Agreement, below)

Special Item Number 54151: 60 days

Special Item Number 54151S: Personnel who perform work on a Schedule task order under an awarded Schedule labor category shall meet the awarded Minimum/General Experience, Functional Responsibility, and Minimum Education or the awarded Schedule-level substitutions. The awarded Schedule-level qualifications cannot be waived by the Ordering Agency at the Blanket Purchase Agreement (BPA) or Task Order level.

15. Export Packing Charges: Not Applicable.

16. Terms and conditions of Rental, Maintenance, and Repair: Not Applicable.

17. Terms and conditions of Installation: Not Applicable.

18. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

19. Terms and conditions for any other Service: None.

20. List of Service and Distribution Points: Not Applicable.


23a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.
23b. Section 508 Compliance Information:
The EIT standards can be found at: www.Section508.gov/. The Contractor certifies that all IT hardware, software, and services are Section 508 compliant.

24. Unique Entity Identified (EUI): KGTAM8LS9RE9

25. Notification regarding registration in System for Award Management (SAM) database:
Contractor has a current registration in SAM.

26. Description of IT Professional Services and Approved Hourly Rates:

**Junior Technical Analyst**

**Minimum/General Experience**: 2 years.

**Functional Responsibility**: Provides support in translating business requirement into technical solutions; is liaison between the technical and business professionals; supports design and test of applications developed to meet business requirements; uses strategies for maintenance, use library management tools and programming languages. May work in team environment or alone.

**Minimum Education**: Bachelor’s degree in a related field.

**Technician**

**Minimum/General Experience**: 1 year.

**Functional Responsibility**: Possesses knowledge and understanding of and performs work in structured premise cabling systems, grounding, bonding, and electrical protection, pulling cable, cable termination, retrofits and system upgrades, LAN cabling systems, media, preparation for installation of hardware and software, cable testing, cable troubleshooting. Must perform administrative tasks such as, documenting results, “as-builts”, completing daily reports, inventory of materials and supplies. As it relates to Hardware/Software support, provides maintenance support for customer-owned or leased equipment, and performs on-site installation, preventive maintenance and routine repair of supported projects. This labor category is used solely to support hardware, software and/or professional services on a specific project and cannot be purchased separately.

**Minimum Education**: Associate degree in a related field.

**Technical Writer / Analyst**

**Minimum/General Experience**: 3 years.

**Functional Responsibility**: Provides support in translating business requirement into technical solutions; is liaison between the technical and business professionals; supports design and test of applications developed to meet business requirements; uses strategies for maintenance, use library management tools and programming languages. May work in team environment or alone.

**Minimum Education**: Bachelor’s degree in a related field.
Mission Technical Analyst

Minimum/General Experience: 5 years.

Functional Responsibility: Performs systems analysis, design, integration, programming, documentation, and implementation of applications that are administrative, or business oriented in nature, and which do not require a thorough knowledge of higher mathematics for effective implementation. Participates in all phases of software development with emphasis on the integration, programming, and testing documentation and acceptance phases. Provides user training in use of hardware/software products.

Minimum Education: Bachelor’s degree in a related field.

Senior Technical Analyst

Minimum/General Experience: 4 years.

Functional Responsibility: Exercises analytical techniques when gathering information, defining work problems, designing a solution, developing procedures to resolve issues, and quality assurance. Reviews requirements, analyzes data, compares alternatives, prepares specifications, and resolves processing problems. Provides direct client contact on deadlines, obstacles, expectations, and status.

Minimum Education: Bachelor’s degree in a related field.

Security Specialist

Minimum/General Experience: 4 years.

Functional Responsibility: Analyzes the client system security, conducts gap analysis, determines enterprise information security standards, and develops and implements information security standards and procedures. Ensures that all information systems are functional and secure.

Minimum Education: Bachelor’s degree in a related field.

Scenario Developer

Minimum/General Experience: 2 years.

Functional Responsibility: Designs, modifies, develops, writes, and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software.

Minimum Education: Bachelor’s degree in a related field.

Programmer

Minimum/General Experience: 5 years.

Functional Responsibility: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging, and installing to support an organization's client/software applications.

Minimum Education: Bachelor’s degree in a related field.
Computer Software Engineer III

**Minimum/General Experience:** 4 years.

**Functional Responsibility:** Designs, modifies, develops, writes, and implements software programming applications. Supports and/or installs software applications/operating systems. Participates in the testing process through test review and analysis, test witnessing and certification of software.

**Minimum Education:** Bachelor's degree in a related field.

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**Senior Technical Program Manager**

**Minimum/General Experience:** 10 years.

**Functional Responsibility:** Functions as the overall manager and administrator for the contract effort. Organizes, directs, and coordinates planning and production of all contract activities; interfaces with and acts as the contractor's liaison to government program management, including the Contractor Officer's Representative, on all contract related matters. Coordinates and directs program status reviews and meetings, and provides status as required. Recruits personnel necessary to perform assigned tasks and at various locations, as required. Establishes and alters, as necessary program organization and processes to provide effective and cost-efficient contract support; and assigns, schedules, and maintains delivery of project team deliverables.

**Minimum Education:** Bachelor's degree in a related field.

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**Project Analyst I**

**Minimum/General Experience:** 2 years.

**Functional Responsibility:** Exercises analytical techniques when gathering information, defining work problems, designing a solution, developing procedures to resolve issues, and quality assurance. Reviews requirements, analyzes data, compares alternatives, prepares specifications, and resolves processing problems. Provides direct client contact on deadlines, obstacles, expectations, and status. May work in team environment or alone.

**Minimum Education:** Bachelor's degree in a related field.

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**Project Analyst II**

**Minimum/General Experience:** 3 years.

**Functional Responsibility:** Exercises analytical techniques when gathering information, defining work problems, designing a solution, developing procedures to resolve issues, and quality assurance. Reviews requirements, analyzes data, compares alternatives, prepares specifications, and resolves processing problems. Provides direct client contact on deadlines, obstacles, expectations, and status. May work in team environment or alone.

**Minimum Education:** Bachelor's degree in a related field.
Educational Technologist I

Minimum/General Experience: 2 years.

Functional Responsibility: Plans and executes instructor led training, contributes to defining learning objectives and quality control measures, manipulates and extracts portions of simulation training captured images for integration into training materials, interacts with customers and clients on a daily basis and troubleshoots potential problems as necessary, and understands and assists in developing material using the Analysis, Design, Develop, Implement, Evaluation (ADDIE) process.

Minimum Education: Bachelor’s degree in a related field.

Educational Technologist II

Minimum/General Experience: 3 years.

Functional Responsibility: Plans and executes instructor led training, contributes to defining learning objectives and quality control measures, manipulates and extracts portions of simulation training captured images for integration into training materials, interacts with customers and clients on a daily basis and troubleshoots potential problems as necessary, and understands and assists in developing material using the Analysis, Design, Develop, Implement, Evaluation (ADDIE) process.

Minimum Education: Bachelor’s degree in a related field.

Instructional System Designer

Minimum/General Experience: 5 years.

Functional Responsibility: Plans, leads, and executes instructor led training, provides training specifically tailored to help instructors effectively train, researches and develop ISD courseware and objectives, continually interfaces with the courseware team on the deployment of courseware and objective to ensure program goals are met, provides “train the trainer” training to instructors, maintains and updates courseware as necessary or program guidelines are updated or adjusted, interacts with customers and clients on a daily basis and troubleshoots potential problems, communicates with both internal and external customers effectively, works as a member of a team and coordinates tasks of the team members to ensure the goals of the project are met in a timely manner.

Minimum Education: Bachelor’s degree in a related field.

<table>
<thead>
<tr>
<th>SERVICE (LABOR CATEGORY)</th>
<th>HOURLY GSA PRICE WITH IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>Junior Technical Analyst</td>
<td>$52.49</td>
</tr>
<tr>
<td>Technician</td>
<td>$67.70</td>
</tr>
<tr>
<td>Technical Writer / Analyst</td>
<td>$79.41</td>
</tr>
<tr>
<td>Mission Technical Analyst</td>
<td>$92.29</td>
</tr>
<tr>
<td>Senior Technical Analyst</td>
<td>$119.55</td>
</tr>
<tr>
<td>Security Specialist</td>
<td>$80.21</td>
</tr>
<tr>
<td>Scenario Developer</td>
<td>$66.25</td>
</tr>
<tr>
<td>Programmer</td>
<td>$120.90</td>
</tr>
<tr>
<td>Computer Software Engineer III</td>
<td>$113.66</td>
</tr>
<tr>
<td>Senior Technical Program Manager</td>
<td>$145.80</td>
</tr>
<tr>
<td>Project Analyst I</td>
<td>$59.09</td>
</tr>
<tr>
<td>SERVICE (LABOR CATEGORY)</td>
<td>HOURLY GSA PRICE WITH IFF</td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>Project Analyst II</td>
<td>$74.38</td>
</tr>
<tr>
<td>Educational Technologist I</td>
<td>$77.92</td>
</tr>
<tr>
<td>Educational Technologist II</td>
<td>$79.86</td>
</tr>
<tr>
<td>Instructional System Designer</td>
<td>$112.63</td>
</tr>
</tbody>
</table>

**INFORMATION TECHNOLOGY CATEGORY**
**IT HARDWARE SUBCATEGORY**
**SPECIAL ITEM NUMBER 33411**
**PURCHASE OF NEW EQUIPMENT**

The equipment is self-installable.

**INFORMATION TECHNOLOGY CATEGORY**
**IT HARDWARE SUBCATEGORY**
**SPECIAL ITEM NUMBER 811212**
**MAINTENANCE OF EQUIPMENT, REPAIR SERVICES AND/OR REPAIR/SPARE PARTS**

**HARDWARE MAINTENANCE ORDER TERMS**

1) **Service Areas**
   a) Maintenance services are performed at the Ordering Activity’s location.
   
   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor’s plant(s) listed below:

   Long Wave Inc.
   1111 North Lee Street, Suite 334
   Oklahoma City OK 73103-2435

2) **Loss or Damage**
   When the Contractor moves equipment to its/OEM location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) **Scope**
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
   
   b) Equipment placed under maintenance service shall be in good operating condition.
      i) 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.
      
      (ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
(iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) Responsibilities
   a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.

5) Maintenance Rate Provisions
   a) 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.

      i) Regular Hours: The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

      ii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

      iii) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM’s service area, the charge will be negotiated at the Task Order level.

         There is an additional charge for travel and transportation.

   b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

         Quantity discounts are not available.

HARDWARE REPAIR SERVICE ORDER TERMS

1) Service Areas
   a) Repair services may be performed at the Ordering Activity’s location.

   b) When maintenance and/or repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor’s plant(s) listed below:

       Long Wave Inc.
       1111 North Lee Street, Suite 334
       Oklahoma City OK 73103-2435
2) **Loss or Damage**
When the Contractor moves equipment to its location for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

3) **Scope**
   a) The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of the Information Technology Category.
   
   b) Equipment placed under repair service shall be in good operating condition.
      i) 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.
      
      ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
      
      iii) If the equipment was not under the Contractor/OEM 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 the contract.

4) **Responsibilities**
   a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.

5) **Maintenance Rate Provisions**
   a) Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.
   
   b) Multiple Machines: When repairs are ordered by the ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.
   
   c) At the Contractor/OEM’s Facility
      i) When equipment is returned to the Contractor/OEM’s Facility for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc. from the ordering activity location to the Contractor’s plant, and return to the ordering activity location, shall be borne by the ordering activity.
ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.

d) At the Ordering Activity Location (Within Established Service Areas)
   i) When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates.

e) At the Ordering Activity Location (Outside Established Service Areas)
   i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
   
   ii) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

f) Labor Rates
   i) Regular Hours: Contract rates shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service, which was requested during regular hours, but performed at the convenience of the Contractor outside the regular hours.

   ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

   iii) Sundays and Holidays: When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates shall apply, and will be specified in this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

<table>
<thead>
<tr>
<th>Repair Service Rates</th>
<th>Minimum Charge * (Regular Hours)</th>
<th>Hourly Rate (After Hours)</th>
<th>Hourly Rate (Sunday and Holidays)</th>
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<td>Contractor/OEM Facility</td>
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<td>Ordering Activity Location</td>
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<tr>
<td>Ordering Activity Location (Outside Established Service Areas)</td>
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<td>Not Applicable</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE FULL ___ HOURS ON THE JOB
6) Repair Parts/Spare Parts Rate Provision
   a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.
   
b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated ___ at a discount of __% from such listed prices.

   Repair/Spare Parts are not offered.

INFORMATION TECHNOLOGY CATEGORY
   IT SERVICES SUBCATEGORY
   SPECIAL ITEM NUMBER 54151S
   INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

INFORMATION TECHNOLOGY CATEGORY
   IT SOFTWARE SUBCATEGORY
   SPECIAL ITEM NUMBER 511210
   SOFTWARE LICENSES

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available during specified hours.

   a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation—i.e., Eastern time, Central, Mountain or Pacific time.

      405-235-2217; 9 am to 5 pm Central, Monday through Friday, excluding federal holidays.

2) Descriptions and Equipment Compatibility: There are no known incompatibilities.

3) Right-to-Copy Pricing: Outside the scope of this contract.

4) Utilization Limitations

   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 shall be subject to the following:

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

      ii) 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. 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.

iii) Except as provided 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.

iv) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.

v) "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.

vi) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee’s data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor’s possession in a format as may be designated at the time of request by Licensee.

vii) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative
Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.

b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.

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

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

Conversion is outside the scope of the contract.

6) Term License Cessation

a) Term licenses are not eligible for conversion to a perpetual license at any time.

After a software product has been on a continuous term license for a period of _______ (Fill-in the period of time.) months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.

b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Cessation is outside the scope of the contract.
7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

i) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770-2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document “NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags,” December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.

ii) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014 requires GSA to seek agreements with software vendors that enhance government-wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12).

To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

i) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.

ii) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.

iii) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.

iv) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.

v) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering activity to replace
the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

vi) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.

vii) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.

viii) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be _________ percentage (%) of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

Software assets are not eligible for transfer.

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

SPECIAL ITEM NUMBER 54151
SOFTWARE MAINTENANCE SERVICES

All services shall be billed in arrears in accordance with 31 U.S.C. 3324.

MISCELLANEOUS CATEGORY
COMPLEMENTARY SINS SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

1) Apparel
2) Audio Visual Products
3) Audio Visual Services
4) Awards
5) Background Investigations
6) Business Administrative Services
7) Compensation and Benefits
8) Document Services
9) Electronic Commerce
10) Environmental Services
11) Facilities Maintenance and Repair
12) Facilities Services
13) Facilities Solutions
14) Financial Services
15) Fire/Rescue/Safety/Environmental Protection Equipment
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<tr>
<th></th>
<th>Category</th>
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<tr>
<td>16</td>
<td>Fitness Solutions.</td>
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<tr>
<td>17</td>
<td>Flags</td>
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<td>18</td>
<td>Flooring</td>
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<tr>
<td>19</td>
<td>Fuel Management</td>
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<tr>
<td>20</td>
<td>Furniture Services</td>
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<tr>
<td>21</td>
<td>Healthcare Furniture</td>
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<td>22</td>
<td>Household, Dormitory &amp; Quarters</td>
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<tr>
<td>23</td>
<td>Human Resources</td>
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<tr>
<td>24</td>
<td>Identity Protection Services</td>
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<tr>
<td>25</td>
<td>Industrial Products</td>
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<tr>
<td>26</td>
<td>Industrial Products and Services Maintenance and Repair</td>
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<tr>
<td>27</td>
<td>IT Hardware</td>
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<td>28</td>
<td>IT Services</td>
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<td>IT Software</td>
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<td>IT Solutions</td>
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<td>IT Training</td>
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<td>Language Services</td>
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<td>Legal Services</td>
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<td>Logistical Services</td>
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<td>Machinery and Components</td>
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<td>Mail Management</td>
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<td>37</td>
<td>Marine and Harbor</td>
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<td>38</td>
<td>Marketing and Public Relations</td>
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<td>Miscellaneous Furniture</td>
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<td>Musical Instruments</td>
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<td>Office Management Maintenance and Repair</td>
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<td>Office Services</td>
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<td>Packaged Furniture.</td>
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<td>Printing and Photographic Equipment</td>
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<td>Protective Equipment</td>
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<td>48</td>
<td>Records Management</td>
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<td>Search and Navigation</td>
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<td>Security Animals and Related Services</td>
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<td>Technical and Engineering Services (non- IT)</td>
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<td>Telecommunications</td>
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<td>58</td>
<td>Testing Equipment</td>
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NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements.

COMMERCIAL SUPPLIER AGREEMENT

The Long Wave" TE Software End User License Agreement is found on the following 3 pages.
Long Wave: TE Software End User License Agreement


This End-User License Agreement ("Agreement") is entered into by and between Long Wave, Inc. ("Long Wave" or the "Licensor"), and _____________________________ ("End User"). The "Effective Date" of this Agreement shall be ____________ ____, 20____ and shall terminate ____________ ____, 20____.

The Long Wave: TE Software ("Software") provides an editing interface to edit the transcript output of the Long Wave:AV product. The Software includes object code and all related source, documentation, samples and tutorial files.

1. GRANT.

The Licensor hereby grants you (the "End User") a non-exclusive non-transferable License to use the Software subject to the terms and conditions set out in this Agreement.

2. USE.

The End User shall:
(a) only use the Software in conjunction to an authorized evaluation or purchase of the Long Wave:AV product; and
(b) only install the Software to be used by _________________________.

3. RESTRICTIONS.

(a) The Software is intended only for the modification of Long Wave:AV .transcript files.
(b) The End User will not use, copy, modify, or transfer the Software or any copy thereof.
(c) Under no circumstances will the End User reverse-compile, reverse-engineer or reverse-assemble the code in the Software or generated XSLTs created by the Software.

4. TITLE.

No rights or licenses will be implied other than the rights and licenses expressly granted to the End User under this Agreement. The Licensor will have the sole and exclusive ownership of all right, title, and interest in and to the Software, including ownership of any and all confidential information, trade secrets, patents, trademarks and copyrights pertaining thereto, subject only to the rights and privileges expressly granted by the Licensor under this Agreement.

5. LIMITED WARRANTY.

Licensor warrants for a period of sixty (60) days after delivery of the Software (i) the media on which each copy of the Software is furnished will be free of defects in materials; and (ii) when used in the Designated
Environment, the Software will operate substantially in accordance with the published specifications. For any breach of this warranty, Licensor will promptly repair or replace any defective media or Software, which fails to comply with such warranty. Except as expressly set forth in the foregoing, to the maximum extent permitted by applicable law, Long Wave and its suppliers provide the software and support services (if any) as is and with all faults, and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the software, and the provision of or failure to provide support or other services, information, software, and related content through the software or otherwise arising out of the use of the software. Also, there is no warranty or condition of title, quiet enjoyment, quiet possession, correspondence to description, or non-infringement with regard to the software.

6. LIMITATION OF LIABILITY.

To the maximum extent permitted by applicable law, in no event shall Long Wave or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the software product or the failure to provide support services, even if Long Wave has been advised of the possibility of such damages. In any case, Long Wave’s entire liability under any provision of the EULA shall be limited to the greater of the amount actually paid by you for the software product or U.S. $500.00; provided, however, if you have entered into a Long Wave Support Services Agreement, Long Wave’s entire liability regarding support services shall be governed by the terms of that agreement. Because some states/jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to you. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

7. GOVERNING LAW.

This Agreement will be interpreted in accordance with the Federal laws (procedural and substantive) of the United States without regard to conflict of laws doctrine.

8. ASSIGNMENT.

Neither party shall have the right to assign this Agreement in whole or in part without the prior written consent of the other party.

9. TERMINATION.

This license shall terminate automatically at the end of End User’s contract. Upon termination, the End User must destroy all copies of the Software including the installer archive and any copies of same. No termination of this Agreement will prejudice the rights of the Licensor to seek any other relief arising from any breach of the terms and conditions set forth in this Agreement by an End User.
10. ENTIRE AGREEMENT.
This Agreement, together with the terms of the underlying GSA Schedule Contract and any negotiated order, constitutes the entire agreement between the Licensor and the End User with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Unless otherwise provided herein, this Agreement may not be modified, amended, rescinded, or waived, in whole or part except by a written instrument signed by the duly authorized representatives of both parties and expressly referring to this Agreement.

11. SEVERABILITY.
The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

12. TRADEMARKS.
Long Wave, the Long Wave logo, Long Wave: TE, and the Long Wave: TE logo are either registered trademarks or trademarks of Long Wave Incorporated in the United States and/or other countries.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereof.

LONG WAVE, INC.

___________________________  _____________________________
Signature                              Signature

___________________________  _____________________________
Print name and Title                  Print name and Title

Date:_________________________  Date:_________________________