



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

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

SCHEDULE NUMBER	MAS
SCHEDULE NAME	MULTIPLE AWARD SCHEDULE
LARGE CATEGORY	INFORMATION TECHNOLOGY
SUBCATEGORY	IT SERVICES IT SOFTWARE ELECTRIC COMMERCE
SPECIAL ITEM NUMBERS	511210 Software Licenses 54151 Software Maintenance Services 518120C Cloud Professional Services 54151ECOM Electronic Commerce and Subscription Services 54151S Information Technology Professional Services OLM Order-Level Materials
FSC/PSC Code	7A21 IT and Telecom - Business Application Software (perpetual License Software) DA01 IT and Telecom - Business Application/application Development Support Services (labor) DD01 IT and Telecom - Service Delivery Support Services: Item, Operations Center, Project/pm (labor)
CONTRACT NUMBER:	GS-35F-470BA
CONTRACT PERIOD:	AUGUST 7, 2014 – AUGUST 6, 2024 PRICELIST CURRENT THROUGH MODIFICATION #0036, April 4, 2023
CONTRACTOR:	AgilQuest Corporation 9407 Hull Street Road Richmond, Virginia 23236 Office: 888-745-7455 Email: sales@agilquest.com Fax: 804-745-6243
Point of Contact:	Don Davidson, AgilQuest Corporation o: 804-474-4909 m: 256-508-2801 don.davidson@agilquest.com agilquest.com
Business Size:	Small



Corporate Summary

For nearly 30 years, AgilQuest has provided Workplace Management System (WMS) technology to State and Federal agencies, not-for-profit, and corporate organizations. As a Service-Disabled Veteran-Owned Small Business and its FedRAMP Authorized SaaS application Forum, we provide secure, scalable, & innovative solutions for agencies to comply with workforce, real estate, and sustainability mandates. We balance employee engagement and mobility with management control and utilization measurement to manage the new hybrid workplace.

Organizations can tailor AgilQuest's SaaS Forum business rules to meet their unique needs. We provide the only WMS platform for users to choose workplaces Inside or Outside (Landlord amenity, Coworking, 3rd Places) of their portfolio and for management to optimize all the places people work to Reduce the Footprint, and meet Zero Emissions regulations by reducing Carbon Emissions and Energy Consumption. regulations.





CUSTOMER INFORMATION

1a	Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).	511210 Software Licenses 54151 Software Maintenance Services 54151ECOM Electronic Commerce and Subscription Services 54151S Information Technology Professional Services 518210OC Cloud Professional Services OLM Order-Level Materials
1b	Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show	See pricelist
1c	If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item	See below
2	Maximum Order	\$500,000
3	Minimum Order:	\$100
4	Geographic Coverage (delivery area).:	Domestic
5	Point(s) of production (city, county, and State or foreign country).	N/A
6	Discount from list prices or statement of net price:	See attached price list. Prices shown are net of discount.
7	Quantity Discounts:	None
8	Prompt payment terms.	1% Net 10 days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.



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|------------|---|--|
| 9 | Foreign Items (list items by country of origin). | N/A |
| 10a | Time of Delivery: | 30 days ARO or Negotiable |
| 10b | Expedited Delivery | Negotiable |
| 10c | Overnight & 2-day delivery | Negotiable |
| 10d | Urgent Requirements | Negotiable |
| 11 | FOB Point(s) | Destination |
| 12a | Ordering Address: | 9407 Hull Street Road Richmond, Virginia 23236 |
| 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: | 9407 Hull Street Road Richmond, Virginia 23236 |
| 14 | Warranty Provision: | Standard Commercial Warranty |
| 15 | Export packing charges, if applicable: | N/A |
| 16 | Terms and conditions of rental, maintenance, and repair (if applicable): | N/A |
| 17 | Terms and conditions of installation (if applicable): | N/A |
| 18a | Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable): | N/A |
| 18b | Terms and conditions for any other services (if applicable): | N/A |
| 19 | List of service and distribution points (if applicable): | N/A |
| 20 | List of participating dealers (if applicable): | N/A |



- 21** Preventive maintenance (if applicable): N/A
- 22a** Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): N/A
- 22b** Section 508 Compliance for EIT: www.agilquest.com
- 23** Unique Entity Identification: HGHMAUQX1ZW8



AGILQUEST CORPORATION
PROGRAM PRODUCTS LICENSE AGREEMENT
(Applicable to Items awarded under SIN 511210 and 54151)

This Program Products License Agreement ("License Agreement") is entered into this ____ day of _____, 20____ ("Effective Date") by and between AgilQuest Corporation, a corporation organized under the laws of the Commonwealth of Virginia, U.S.A. having its principal offices at 9407 Hull Street, Richmond, VA 23236 ("AgilQuest") and the GSA Customer, an U.S. Government agency or instrumentality ("Customer") having its principal offices at the address indicated in an applicable GSA Customer Purchase Order ("Order").

AgilQuest and Customer agree:

- I. Licensed Products; License Fees: The products covered by this License Agreement ("Program Products") are described in an applicable GSA Customer Purchase Order and shall consist of machine-readable instructions, a collection of machine-readable data and any related user documentation in any form provided by AgilQuest. Customer shall pay AgilQuest the fees specified on the Order and other fees that may become due under this License Agreement in accordance with the terms hereof.
- II. Services: AgilQuest shall provide maintenance services of the type described in the Order. Customer may retain AgilQuest to perform other services pursuant to the execution of a new Order. These services shall be described in a written statement of work ("SoW"), if required by the Contracting Officer. This License Agreement shall apply to all services performed by AgilQuest for Customer during the term of this License Agreement unless otherwise set forth in writing and signed by both Customer and AgilQuest.
- III. License: AgilQuest hereby grants to Customer, and Customer hereby accepts, subject to the restrictions and limitations set forth in this License Agreement, a non-exclusive, non-transferable license to load, run and use the Program Products. Customer acknowledges that, in particular but without limitation, it has no right to:
 - a. reverse engineer, decompile or disassemble the Program Products, or otherwise derive source code therefrom,
 - b. directly or indirectly modify, adapt, alter, merge or create any derivative work based in whole or in part on the Program Products, except that Customer may modify any of the reporting forms included in the Program Products;
 - c. use the Program Products in the course of managing, supporting or operating reservation systems for any entity other than the Customer;
 - d. sublicense, rent, lend, lease or otherwise distribute the Program Products to others; or
 - e. make any copies of any of the Program Products, except as required for operational backups.

Customer may enter into the Program Products database, individuals who are permitted to make reservations, employees, independent contractors, consultants, and/or agents of Customer (collectively, "Personnel"). Customer may enter into the database of the Program Products, as reservable workspaces, Workspaces (as defined in an Order.) of Customer (collectively, "Workspaces").

The Program Products may include software licensed by third parties. Customer's right to use the Program Products on the terms otherwise set forth in this License Agreement is not affected thereby.

- IV. Ownership of Intellectual Property: The Customer acknowledges and agrees that AgilQuest is the sole and exclusive owner of the Program Products, and all copyright and other intellectual property interests therein, including without limitation all right, title and interest in any of the Program Products created by AgilQuest. All programs, inventions, trade secrets, copyrights and other intellectual property developed under Section II above or otherwise developed in the course of performance of this Agreement, whether solely by AgilQuest or jointly with Customer, shall be and remain the property of the Party designated as the owner of the same in the applicable GSA Customer Purchase Order or SoW. If AgilQuest is the owner of the intellectual property developed under the Order of the SOW, unless otherwise specified therein that intellectual property shall automatically become part of the Program Products licensed under this License Agreement. AgilQuest's obligations under Exhibit B shall, however, not apply to any items developed by AgilQuest under Section II above, or otherwise developed in the course of performance of this Agreement, unless a separate GSA Customer Purchase Order is executed.

- V. Warranties: Ownership: AgilQuest warrants that it has the full power and authority to grant the rights granted in this License Agreement and that, to the best of its knowledge, the use of the Program Products as authorized by this



License Agreement does not infringe the copyrights or patents, or misappropriate the trade secret or other intellectual property or proprietary rights, of any third party. *Media:* AgilQuest warrants that the media, if any, on which the Program Products are provided shall, upon delivery to the Customer, be free of material defects in material and workmanship and free of any viruses that can be detected by commercially available anti-virus software. *Services:* AgilQuest warrants that any services provided shall be provided in a workmanlike manner in accordance with generally accepted standards of professional care and skill applicable to the type of work performed. *Performance:* AgilQuest warrants that, for a period of 60 days after the Effective Date, the Program Products shall perform substantially in accordance with the functionality stated in the user documentation delivered at the time of installation when used in the specified operating environment described in the GSA Customer Purchase Order. Furthermore, AgilQuest warrants that any component of the Program Products that may hereafter be purchased by Customer and licensed under this License Agreement will perform substantially in accordance with the applicable Documentation for a period of 60 days from the date of first delivery of such component to Customer. If the Customer gives AgilQuest written notice during the 60-day warranty period of the specific failure of the Program Products to comply with this warranty, AgilQuest shall, at its sole discretion and as Customer's exclusive remedy, either: (i) repair or remedy the cited failure, (ii) develop a workaround that enables the Program Products to substantially meet the stated functionality, or (iii) replace the copy of the Program Products that does not satisfy this warranty with a copy that complies with this warranty. If AgilQuest, after exercising reasonable efforts to satisfy the terms of this warranty, is unable to do so, Customer shall have, as its exclusive remedy, the option of (x) continuing to use the Program Products under the terms of this License Agreement; or (y) if the breach of warranty relates to portions of the Licensed Products as a whole, and not just to a component of the same that is purchased after the Effective Date, or that is priced separately in the GSA Schedule Price List, terminating this License Agreement and returning the Program Products and receiving a full refund of all License Fees paid by Customer under this License Agreement for the Program Products, (z) If the breach of warranty relates to one or more components of the Program Products that are priced separately, either in the GSA Schedule Price List or otherwise, returning such component(s) and receiving a full refund of all License Fee paid by Customer under this Agreement for such component(s). AgilQuest does not warrant uninterrupted or error-free operation of the Program Products. The foregoing limited express warranty shall not apply to the extent that the failure, nonperformance or inability to cure the same results from: (i) the Customer using the Program Products in any manner not authorized by this License Agreement; (ii) the Customer using the Program Products in an operating environment other than that described in the Order; (iii) the failure to comply with this warranty being caused by any source other than the Program Products; (iv) the Customer failing to give AgilQuest information and data pertinent to the claimed failure or subject to Government security requirements, failing to give AgilQuest access to the Customer's facilities, equipment and/or personnel reasonably necessary in order for AgilQuest to test and remedy the claimed failure; or (v) AgilQuest being unable to replicate the problem reported by the Customer or the Customer being unable to demonstrate such problem under the same operating circumstances. AGILQUEST MAKES NO WARRANTIES OF ANY KIND OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS SECTION V WITH RESPECT TO THE PROGRAM PRODUCTS, OR ANY SERVICE PROVIDED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE INFORMATION, OR AGAINST INFRINGEMENT.

Confidentiality: "Confidential Information" means the Program Products and any technical documentation or information relating to the Program Products disclosed to Customer by AgilQuest, or any information discovered by Customer upon inspection of such products, which are the Confidential Information of AgilQuest, and (c) any business information, data, know-how, trade secrets, designs, plans, reports, lists of customers and prospects and other technical and business information of every kind and description disclosed by a Party to the other Party, which are the Confidential Information of the Party that disclosed such information. When the end user is an instrumentality of the U.S. Government, neither this EULA nor the GSA Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation, or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

Confidential Information shall not, however, include information which: (i) is or becomes generally known other than as a result of a breach of this License Agreement, breach of confidentiality, or other wrongful act; (ii) was lawfully in the receiving Party's possession prior to receipt from the disclosing party without obligation of confidentiality; or (iii) is received by the receiving Party independently from a third party who lawfully discloses such information. Customer shall store any copies of the Program Products that AgilQuest may authorize it to make in a secure location, inaccessible except to personnel having a need for access to same, and the Parties shall otherwise safeguard the Confidential Information of the other against unauthorized use or disclosure with measures at least as stringent as it uses to safeguard its own confidential, proprietary and trade secret information, and in no event with precautions and safeguards that are less than reasonable under the circumstances. Each Party shall advise all personnel to whom it permits access to any of



the Confidential Information of the other Party of their obligations under this License Agreement. Customer shall not, during the term of this License Agreement or at any time hereafter, use any Confidential Information of the other Party except as allowed under this License Agreement. The obligations of confidentiality in this License Agreement are in addition to, and not in lieu of, the Parties' underlying legal and equitable obligations to hold information in confidence.

VI. Limitation of Liability and Remedy: IN NO EVENT SHALL AGILQUEST OR ANY OF ITS OFFICERS, DIRECTORS OR, EMPLOYEES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, OR OTHER PECUNIARY OR NONPECUNIARY LOSS) DUE TO A CLAIM MADE IN CONNECTION WITH OR ARISING UNDER THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHER LEGAL THEORY. IN NO CASE SHALL THE AGGREGATE AMOUNT OF DAMAGES PAYABLE TO CUSTOMER FOR ALL SUCH CLAIMS EXCEED AN AMOUNT EQUAL TO THE LAST ANNUAL LICENSE FEES PAID BY CUSTOMER TO AGILQUEST PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIM FOR WHICH THE CALCULATION IS BEING MADE. AGILQUEST'S TOTAL LIABILITY UNDER ANY ORDER ISSUED HEREUNDER, HOWEVER, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO AGILQUEST UNDER SUCH ORDER. THE FOREGOING EXCLUSIONS/LIMITATIONS OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY AGILQUEST'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

VII. Indemnity. AgilQuest shall indemnify Customer from and against any judgment, liability, or damage or fine payable to any third party resulting from any claim or cause of action filed by such third party to the extent based on an allegation that use of the Program Products as authorized by this License Agreement, infringe, misappropriate or otherwise violate the copyright, patent or trade secret or other proprietary rights of such third party ("Claim"), and shall indemnify Customer from and against its reasonable attorneys fees and defense-related costs and expenses incurred in defending against such Claim. This obligation to indemnify shall not apply to the extent the Claim arises from: modifications or customizations to the designs, specifications, features or functionality of the Program Products made at Customer's direction; use of the Program Products other than as authorized by this License Agreement, or modification of the Program Products by the Customer or anyone other than AgilQuest or its agents; or failure of the Customer to use the most recent Maintenance Release (as defined in Exhibit A) provided to it by AgilQuest, to the extent that such failure persists after AgilQuest gives Customer written notice that use of such Maintenance Release is necessary in order to avoid infringement and gives Customer a reasonable opportunity to install such Maintenance Release. Further, AgilQuest shall have no obligation to indemnify Customer to the extent the failure of the Customer to promptly notify AgilQuest of any Claim for which it seeks indemnity prejudices AgilQuest. AgilQuest shall have the option to intervene in any litigation, at its own expense, through counsel of its choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28.U.S.C. §516. In the event that a settlement or other resolution binding upon AgilQuest arising from a Claim prevents the Customer from using all or part of the Program Products as authorized by this License Agreement, AgilQuest, without additional charge, shall at its option: (i) work with the Government to secure a license from the third party authorizing the Customer to continue use of the Program Products; (ii) modify the Program Products so as to avoid any claim of infringement or misappropriation; (iii) replace the Program Products, without additional charge, with compatible, functionally comparable, non-infringing product, or (iv) terminate this License Agreement and refund to the Customer the annual license fees paid by Customer under this License Agreement for the period during which the termination occurred.

VIII. Term and Termination: This License Agreement shall commence on the Effective Date and shall remain in effect without limitation in duration as set forth in an applicable GSA Customer Purchase Order unless sooner terminated as provided for in the FAR, the underlying GSA Schedule Contract and/or any applicable GSA Customer Purchase Order. When the end user is instrumentality of U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AgilQuest shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.



- a. **Events on Termination:** Upon termination or expiration of this License Agreement, all licenses granted herein shall terminate immediately, the Program Products may automatically, or AgilQuest may cause them to, cease to operate, Customer shall immediately return to AgilQuest its Confidential Information and provide a written representation that it no longer retains any Confidential Information; each Party further shall immediately return any of the other's physical property, including but not limited to equipment, documents, and electronic storage media. The Customer further shall immediately cease all use of the Program Products, return all transportable copies of the Program Products, and provide a representation that it has deleted and erased, in a manner that precludes restoration, all non-transportable copies of the Program Products. The Customer's obligations of confidentiality shall remain in effect without limitation in duration.

IX. Miscellaneous Terms:

- a. Terms Applicable to Government Licensee. If the Customer is a unit or agency of the U.S. Government ("Government"), the Program Products shall be classified as "Commercial Computer Software," as defined in the applicable provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, and the Program Products are provided only with the rights stated herein pursuant to FAR 12.212(a) and (ii) FAR 52.227-14 "Rights in Data" (Dec. 2007) or DFARS 252.227.2015 "Technical Data-Commercial Items" (Jun. 2013), as applicable.
- b. Entire Agreement: This License Agreement, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders set forth the entire agreement between the parties with respect to the subject matter hereof and supersede any prior or contemporaneous oral or written agreement or representation related thereto. This Agreement, however, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms of the GSA Customer's Purchase Order. No addition or amendment may be made to this License Agreement except by written agreement signed by both parties.
- c. Survival: The provisions of sections. Ownership of Intellectual Property, Confidentiality, and Limitation of Liability and Remedy above shall survive termination of this License Agreement.
- d. Waiver: The failure of either Party to insist on strict performance of any of the provisions of this License Agreement, or to exercise any right granted hereunder, shall not be construed as a relinquishment of any right or a waiver of any provision of this License Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the Party making the waiver.
- e. Assignment: This License Agreement may not be assigned by either Party, directly or indirectly, by virtue of merger or otherwise, without the prior written consent of the other. Assignment by AgilQuest is subject to FAR 52.232-23 "Assignment of Claims" (Jan, 1986) and FAR subpart 42.13 "Novation and Change-of-Name Agreements" (Sep. 2013).
- f. Notice: Notices required or provided for by this License Agreement shall be in writing and sent to each Party at its address set forth in an applicable GSA Customer Purchase Order, or such other address as it may from time to time designate in writing.
- G. Force Majeure: Pursuant to FAR 52.212-4(f), neither Party shall be liable for any default or delay in the performance of its obligations under the agreement (i) if and to the extent such default or delay is caused, directly or indirectly, by acts of God or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. In such event the non-performing Party shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such Party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party so delayed in its performance shall notify the Party to whom performance is due as soon as practicable.



AgilQuest Corporation

GSACustomer: _____

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: 9407 Hull Street Road, Richmond,
VA 23236

Address: _____



Exhibit A

AgilQuest Program Products License Agreement

Program Maintenance and Support

1. Maintenance Services: AgilQuest shall assist Customer with operation of the Program Products as Customer may from time to time request, as provided herein. Customer may submit requests for assistance to AgilQuest through Customer's Authorized Contacts via a Support Hot Line. AgilQuest shall use its best efforts to return each call to the Support Hot Line made by an Authorized Contact within one hour of the time that the call was made and provide the requested assistance according to the procedures set forth at Section 2 below. An "Authorized Contact" for this purpose shall mean a person who is designated in writing to AgilQuest by Customer as being authorized to report Incidents under this Agreement. The Services described in this Exhibit A shall be available between 8:30 a.m. and 5:00 p.m. Eastern Time, Monday through Friday, except on federal holidays. AgilQuest shall supply Customer all Maintenance Releases to the Program Products when commercially available. "Maintenance Releases" shall mean bug fixes, error fixes, and incremental improvements in capabilities and functionality that are made generally available to AgilQuest's licensees of the Program Products without any compensation in addition to that paid for the Program Product to which they relate. A new "Version" shall mean a version of the Program Products that includes a material improvement in functionality or performance, as compared to a Maintenance Release. New Versions and Maintenance Releases are mutually exclusive, and the characterization of a product as a new Version or Maintenance Release shall lie in AgilQuest's sole discretion, provided that such characterization shall be substantially the same with respect to all licensees of the Program Products.

2. Procedures: The procedures for providing maintenance services are as follows:

Level 1 - Customer Help Desk

Customer shall ensure that all requests for service are first directed to an Authorized Contact. The Authorized Contact shall identify the reported problem according to one of the following categories:

Priority Level 1- Any of the following:

- A complete or substantial loss of service when using a production installation of OnBoard,
- Real or perceived data loss or data corruption making an essential part of the production installation of OnBoard unusable, or
- The inability to use a mission critical application within a production installation of OnBoard.

Priority Level 2- Any of the following:

- The functionality of the software is adversely affected, but the problem can be circumvented, or
- Certain functions within the software are disabled, but the software remains operable.

Priority Level 3:

- No loss of service and no significant effect on the usability of the software. This priority level is typically assigned to questions, comments and enhancement requests.

Level 2 - AgilQuest Help Desk

Customer's Authorized Contacts may request AgilQuest's assistance in addressing any error or other request for assistance at any time by calling the AgilQuest Support Hot Line, providing Customer's name, describing the problem and the Category in which Customer believes the problem falls. Customer shall report all priority level 1 or 2 requests for service to AgilQuest promptly. AgilQuest will either confirm or reclassify Customer's assessment of the priority level in which the request for service falls at the time that it returns Customer's call to the Support Hot Line. AgilQuest will respond to requests for assistance in the order in which they are received, except that it shall respond to requests for assistance with a higher priority level (level 1 being the highest level) prior to addressing requests for assistance that it identifies as having a lower priority level 3. AgilQuest will use its best efforts to determine the cause of each reported request for service and propose a solution within the following time frames, measured from the time that AgilQuest receives Customer's call to the Support Hot Line;

- Priority Level 3 requests: 72 hours.
- Priority Level 4 requests: 24 hours.
- Priority Level 5 requests: 4 hours.

3. Customer Responsibilities: The Customer shall:

- Provide problem determination and resolution assistance to AgilQuest wherever there are interfaces between the Program Products and other hardware or software, (e.g., telephone switch, network);



- Provide by name one individual and one backup person who are authorized to request services from AgilQuest's Support Hot Line;
- Provide the Specified Operating Environment described in the GSA Customer Purchase Order;
- Provide AgilQuest, personnel the necessary physical, security, and remote connectivity, access and permissions to both client and server machines that operate the Program Products in order to allow the installation, setup, testing and ongoing support;
- Provide to AgilQuest, the support needed to obtain the connectivity, access and permissions that will allow the Program Products and its servers (database, application server, repository), interfaces and applications (Agent/Operator, hotspot editor, etc.) to function properly. Support includes, but is not limited to, opening the necessary network ports, granting access to IP addresses, setting proper application security.

Furthermore, AgilQuest shall have no obligation to Customer, and shall have no liability to Customer for the failure of the Program Products to function properly to the extent caused by Customer's failure to provide any of the above.

4. Exclusions: The following services are not included in the services offered under this Exhibit A:

- On-site services, unless such services are required to fix an error;
- Implementation services such as data entry, floor plan graphics work, data conversion, tailoring of the system, installation of Program Product versions and Maintenance Releases, database administration;
- Customizations, enhancements, changes or additions to AgilQuest's Program Products;
- Errors caused by Customer's failure to maintain the Specific Operating Environment specified in the GSA Customer Purchase Order, such as modifications, changes, or upgrades to telephone switches, LANs, workstations, power interruptions, and password changes;
- Through the third anniversary of the License Agreement, services for products other than the Program Products covered by the License Agreement, with its most current Maintenance Release, or with the next prior Maintenance Release;
- After the third anniversary of this Agreement, Service for products other than the most current version being distributed by AgilQuest as of the date of the service request, or the next prior version, in each case with the most current Maintenance release for that version;
- Service for products that have been modified by Customer.

5. Fees: AgilQuest shall respond to Customer's requests for assistance in connection with use or performance of the Program Products within the first 90 days after the Effective Date of the License Agreement. All services provided after that date, other than problems resulting from Errors, shall be provided pursuant to the execution of a new GSA Customer Purchase Order and/or a SoW, if required by the Contracting Officer. An "Error" for this purpose shall mean failure of the Program Products to perform in accordance with the applicable Documentation due to bugs or defects in the Program Products.

6. Optional Support Services. If Customer has selected and ordered one of the optional support service packages described below, AgilQuest shall provide service of the type selected. Selection of a support service package under this Section 6 may be made by executing a new or modified GSA Customer Purchase Order. Support Services listed below must be requested by Customer's personnel identified to AgilQuest in writing as authorized to request such services ("Authorized Person"). AgilQuest may, but shall not be required, to respond to any Request made by anyone other than an Authorized Person. "Incident" means a request for service related to a failure of the Program Products to perform in accordance with the Documentation due to a bug or defect in the Program Products, or due to any other reason, and any other requests for assistance in use of the Program Products raised by Customer after Customer's compliance with its obligations under Section 2 above. "Incident," however, does not include a request for any of the following items, all of which are hereby expressly excluded from the services to be provided under this Section: (a) site implementations or training for administrators, concierges and end users; (b) updates of any kind that can be accomplished with the assistance of the AgilQuest tool known as the "User Management Process" or "UMP" unless Customer has licensed a UMP from AgilQuest; (c) back up services other than AgilQuest's own, independent back up to be provided under Section 2.1 a. above; (d) addressing Incidents, inquiries, or providing services of any kind, related to a staging server, or any server other than Customer's production server; (e) end user support requested by Customer's personnel other than the Authorized Contacts; (f) product customizations, including new phone driver development; and (g) integration to other Customer systems. AgilQuest shall use commercially reasonable efforts to remedy any faults or errors that are identified with respect to the Program Products. AgilQuest shall diagnose such errors to the extent that it is able to do so given the access it has to such systems and the knowledge it has of such systems, but AgilQuest shall have no obligation to cure errors or malfunctions of hardware, or of software other than the Program Products, or to provide any services in connection with correction of errors or malfunctions of hardware or software provide by third parties except in connection with the interface of such systems with the Program Products.



Support Service Packages

A. Services Included

Services Description	Bronze	Silver	Gold
Access to New Product Releases	Access is given to all Maintenance Releases of the Licensed Version.	Access is given to all Maintenance Releases of the Licensed Version.	Access is given to all Maintenance Releases of the Licensed Version.
# of Incidents per year (a “year” meaning a consecutive twelve-month period beginning on the Effective Date or an anniversary of that date)	1000	2500	5000
# of Authorized Persons Permitted.	2	5	10
Access to Technical Support Engineers (i.e., Authorized Contacts may speak to AgilQuest’s technical Support Engineer as reasonably requested in connection with resolving reported Incidents.	Yes	Yes.	Yes.
Phone Support	9x5 Support – Phone access to the AgilQuest Support Center Monday through Friday, 9:00 AM to 6:00 PM EST excluding federal holidays.	24x5 Support – Phone access to the AgilQuest Support Center Monday through Friday, 24 hours a day, excluding federal holidays.	24x7 Support – Phone access to the AgilQuest Support Center 24 hours a day, 365 days a year, excluding federal holidays.
Email Support	Email support available during contracted hours; submission of technical support cases 24x7	Email support available during contracted hours; submission of technical support cases 24x7	Email support available during contracted hours; submission of technical support cases 24x7

B. Target Response And Resolution Times. At AgilQuest, we understand that following up to customer incidents in a timely fashion is critical to customer satisfaction and maintaining a long-term relationship with our customers. The table below displays the response and resolution goals that we strive to achieve for every customer incident reported to us.

Service Description	Priority Level 1 (Critical)	Priority Level 2 (Significant)	Priority Level 3 (Normal)
Response Time	1 Business hour	2 Business hours	1 Business day

Initial Resolution Time	All commercially reasonable efforts until resolution is reached.	30 Business days	45 business days
Final Resolution Time	Next product or service pack release.	Future product or service pack release.	Future product or service pack release.

The following table defines the three levels of severity for Priority for reported incidents.

Severity 1 (Critical)	Any of the following: <ul style="list-style-type: none"> • A complete or substantial loss of the OnBoard system not being used in a test mode (“Production System”). • Real or perceived data loss or data corruption making an essential part of the Production System unusable. • The inability to use a mission critical applications within a Production System.
Severity 2 (Significant)	Any of the following: <ul style="list-style-type: none"> • The functionality of the Production System is adversely affected, but can be circumvented. • Certain functions within the Production System are disabled, but the Software remains operable.
Severity 3 (Normal)	No loss of service and no significant effect on the usability of the software. This Priority level is typically used for questions, comments and enhancement requests.

The Services do not include anything other than the Services listed above and do not include items specifically excluded herein. By way of illustration, the following Services are not included:

- (a) site implementation(s), additional site migration (s), or training for administrators, concierges and/or end users;
- (b) incidents, inquiries, or services of any kind related to a staging server, or any server other than Customer’s production server;
- (c) end user support requested by Customer personnel other than the Authorized Contacts;
- (d) integration of the Software with other systems or devices;
- (e) support for software other than the Program Products;
- (f) custom reports or strategic utilization reporting and analysis; and
- (g) onsite assistance



Forum Terms of Service (Applicable to Items awarded under SIN 54151ECOM)

Introduction

- 1) **Forum Terms of Service:** Forum Terms of Service apply to Accounts and Users that use the Service for the purpose of publishing Assets to be made available to Users of the Service for the purposes of booking the Assets.
- 2) **Competitors:** Competitors may not access the Service, except with AgilQuest's prior written consent. In addition, competitors may not access the Service for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or other competitive purposes.
- 3) **Authorization to Use:** By both parties executing this Agreement in writing, the undersigned Ordering Activity under GSA Schedule contracts ("you" or "Ordering Activity") acknowledge that you have read these Terms of Service and agree to be bound by them. Any use of this Service shall constitute your representation that you are 18 years of age. Furthermore, if you are accepting these Terms of Service on behalf of, or for the benefit of the Account, whether as an employee of the Account or otherwise, then your acceptance of these Terms and your use of this Service also constitutes your representation that you are authorized by the Account to accept these Terms for the Account. If you do not agree to these Terms, or if you are not authorized to do so on behalf of the Account for which you are accessing this Service, you are not authorized to use this Service.

Change of Terms: AgilQuest reserves the right, at its sole discretion, to modify these Terms any time to keep them current with the Service offered and with terms offered to all Accounts. No such change shall, however, (i) change the fee for the Term for which Subscriber has paid the fee, or (ii) change these Terms in a material way for the Term for which Subscriber has paid except for addition of terms that relate to functionality of the Service added after such payment was made. AgilQuest will keep these Terms marked with the most current date of any change. It is Account's responsibility to review the Terms for any changes made since the last update. Using the Service after a change has been made to the Terms or policies constitutes the Account agreement to the change except as expressly set forth above. Any material modification to these Terms shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these Terms.

4) Definitions

- 1) **"Booking"** means a reservation for an Asset requested by User.
- 2) **"Account"** means the party that pays the Fees.
- 3) **"Account Content"** means information, text, graphics, images, music, software, audio, video, information or other materials of any kind posted on the Service by Account.
- 4) **"AgilQuest Content"** means information, text, graphics, images, music, software, audio, video, information or other materials of any kind posted on the Service by AgilQuest.
- 5) **"Asset"** means any space, equipment, service or other item that is made available by Account for Booking by means of the Service.
- 6) **"Derived Data"** means all aggregated and anonymized data collected by means of the Service that is not related to an identified or identifiable natural person, and all analysis or other information derived from the same.
- 7) **"Effective Date"** means the date on which Account submits its Order Form for the Service.
- 8) **"Feedback"** means, comments and suggestions related in some way to the Service.
- 9) **"Fee(s)"** means any the fees payable to AgilQuest specified on the Order Form.



- 10) “Generated Data” means information related to Bookings collected by, or generated by, the Service in connection with use of the Service by Account and Users to whom it permits access to the Service.
- 11) “Local Element” means that portion of the Forum Service that are loaded onto any local device, such as, Room Displays, Account or User’s personal computers, and User’s or Account’s smartphones, including without limitation applications downloaded by Users from any application store or other application delivery source.
- 12) “Order Form” means any ordering document or online order specifying any Service to be provided hereunder and any Fees to be due for the Service.
- 13) “Service” means the Agilquest Forum platform and all subcomponents of it, including any mobile application, interface, module or API (application programming interface) that might from time to time be made available by AgilQuest in connection with use of this Service.
- 14) “Terms” means these Terms of Service as they may be changed from time to time as provided above.
- 15) “Term” means the twelve-month period commencing with the Effective Date on the Order Form or invoice and each subsequent twelve-month period for which Account pays the applicable Fees.
- 16) “User” means a person or entity that makes use of the Service.

Scope of Service

AgilQuest will make available to Account the Service of the type and quantity for which the Account has subscribed and paid in accordance with the Order Form submitted by Account and accepted by AgilQuest. AgilQuest will use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime for maintenance, and (ii) any unavailability caused by circumstances beyond AgilQuest’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, Internet service provider failure or delay, non-AgilQuest software, or denial of service attack. AgilQuest may modify the features and functionality of the Service at any time. We will not materially decrease the overall functionality of the Service. Account may request AgilQuest’s assistance in connection with use of the Service at any time by submitting an inquiry through the online AgilQuest Success Portal.

Account and User Obligations

- 1) Compliance with Law. It is the obligation of Account to know and comply with applicable laws and government regulations related to the use of the Service.
- 2) Compliance with Terms of Service. Account acknowledges that the Terms are binding, and each agrees to comply with the same. Account and Users will immediately notify AgilQuest of any unauthorized use of the Service of which it becomes aware.
- 3) Security. Account acknowledges that no method of transmission over the internet, and no method of storing electronic information, can be wholly secure. AgilQuest uses reasonable means to protect information provided by Account and information related to the transactions of Account and Users related to the Service, but it is not possible to ensure the security of information provided over the internet or of electronically stored information. Account is solely responsible for the security of information provided by it during transmission to the Service. By using the Service, Account accepts the risk that any data of any type generated in the course of its use of the Service, may not be completely secure.



Fees Payable

- 1) Fees and Payment Terms. Account shall pay all Fees in accordance with the GSA Schedule Pricelist as specified on AgilQuest's Order Form submitted by Account. Account will pay a late interest charge on all amounts past due in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.
- 2) No Other Terms; Taxes. AgilQuest hereby expressly objects to any term in any purchase order unilaterally issued by Account that is in conflict with or in addition to these Terms of Service and no such term will be binding upon AgilQuest unless AgilQuest and Ordering Activity both sign a negotiated Purchase Order, AgilQuest shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- 3) Free Trial. AgilQuest will make the Service available on a one-time trial basis free of charge until the earlier of (a) 30 days after the Signature Date of the Order Form, or (b) 30 days after the start date of any trial use of the Service by Account, or (c) termination by AgilQuest in our sole discretion.

Privacy and Remedies

- 1) Privacy Policies. Account will not store or transmit material in violation of third party privacy rights. AgilQuest's attached Privacy Policy is incorporated by reference into this Agreement.
- 2) Remedies. AgilQuest has no obligation to monitor Account's or any User's use of the Service or to enforce compliance with this Agreement, but it has the right to do so for the purpose of monitoring and enforcing compliance.

IP and Data Ownership and Use:

- 1) AgilQuest's Ownership. AgilQuest is the sole and exclusive owner of (i) all software AgilQuest used to perform the Service, and all copyright, trademark, patent and other intellectual property interests therein, including without limitation, any Local Element that might from time to time be made available by AgilQuest in connection with use of this Service, (ii) AgilQuest Content, and (iii) the Derived Data.
- 2) License to Host Account Content and Non-AgilQuest Software. Account grants AgilQuest a worldwide, limited-term license to host, copy, transmit and display Account Content and any non-AgilQuest software created by or for Account for use by Account with the Services, as reasonably necessary for AgilQuest to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, AgilQuest acquires no right, title or interest from Account under this Agreement to Non-AgilQuest software or Account Content.
- 3) Account's Ownership. All Account Content to the extent it was owned by Account at the time of posting, remain the sole and exclusive property of the Account.
- 4) Disclosure of Account Content. AgilQuest may disclose the Account Content to any third party used by AgilQuest to provide support, but only to the extent reasonably necessary to provide such Services, and only under confidentiality obligations that are consistent with this section. AgilQuest may also disclose the Account Content as required by law. To the extent that Derived Data is based on Account Content, AgilQuest will not disclose the Derived Data other than as permitted above unless it is aggregated with other data in such a manner that the Derived Data cannot be identified as being related to Account.



5) Feedback. Account hereby grants AgilQuest a perpetual, irrevocable, royalty-free, worldwide right and license, with right to transfer or sublicense, to reproduce, disclose, prepare derivative works of, perform, display, distribute, modify, use, make, have made and sell products and Service based on such Feedback and otherwise exploit the Feedback in any way. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost. AgilQuest acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71

6) Non-AgilQuest Software Ownership. Non-AgilQuest entities may create software to be used with the Service via an AgilQuest API. These Non-AgilQuest entities may specify that they are the sole and exclusive owner of the software created to enhance Service, including all copyright, trademark, patent and other intellectual property interests therein, including without limitation, any Local Element that might from time to time be made available by the Non-AgilQuest entity. AgilQuest is not responsible in any way for Non-AgilQuest Software or its use, including but not limited to any warranty or support, any responsibility for any disclosure, or any modification or deletion of Account Content.

Trademarks and Trade Dress.

1) AgilQuest Trademarks. AgilQuest's name, trade names, domain names, trademarks, logos, layout and design, including trade dress, of all and each part of the Service ("AgilQuest Marks") are the sole and exclusive property of AgilQuest. Account may not use any of the same for any purpose without AgilQuest's prior express permission except to state that it offers its Assets via the Service. In particular, but without limitation, Account may not combine any name, trade name, trademark or logo of Account ("Account Marks") with any AgilQuest Mark, or otherwise do anything that would infringe, dilute, weaken, or otherwise damage or impair an AgilQuest Mark.

2) Account's Trademarks. Account grants AgilQuest the right to use any and all Account Marks posted by Account on the Service to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

Proprietary Rights and Licenses.

1) AgilQuest reserves all rights in the Service not expressly granted by this Agreement.

2) Account has the right to access the Service subject to the terms of the Order Form and this Agreement.

Confidentiality

"Confidential Information" means the elements of the Service accessible by Account, including without limitation any user documentation and other technical documentation or information relating to the Service or underlying software product disclosed to Account by AgilQuest, or any information discovered by Account upon inspection of such element and any know-how, trade secret, designs, or plans disclosed by AgilQuest to Account, which are the Confidential Information of AgilQuest, and the Account Data, which is the Confidential Information of Account.

Confidential Information shall not, however, include information which: is or becomes generally known other than as a result of a breach of this Agreement, breach of confidentiality, or other wrongful act; was lawfully in the receiving Party's possession prior to receipt from the



disclosing party without obligation of confidentiality; or is received by the receiving Party independently from a third party who lawfully discloses such information. Each Party shall advise all employees to whom it permits access to any of the Confidential Information of the other Party of their obligations under this Agreement. Account shall not, during the term of this Agreement or at any time hereafter, use any Confidential Information of AgilQuest except as allowed under this Agreement. The obligations of confidentiality in this Agreement are in addition to, and not in lieu of, the Parties' underlying legal and equitable obligations to hold information in confidence. Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which there may be no adequate remedy at law, and that if the Confidential Information was used or disclosed in an unauthorized manner AgilQuest shall be entitled, in addition to all other legal and equitable remedies, to preliminary and permanent injunctive relief as well as specific performance directing the implementation of measures to prevent or cure the unauthorized use or disclosure of Confidential Information. AgilQuest recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Limitation of Warranty and Liability

1) Limited Warranty. AGILQUEST WARRANTS THAT THE SERVICE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SERVICE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, AGILQUEST PROVIDES THE SERVICE AS IS AND WITHOUT ANY WARRANTY OF ANY KIND AND MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND. AGILQUEST SPECIFICALLY DISCLAIMS ALL INDIRECT OR IMPLIED WARRANTIES TO THE FULL EXTENT ALLOWED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF, NON-INFRINGEMENT, MERCHANTABILITY, TITLE OR FITNESS FOR ANY PARTICULAR PURPOSE. SPECIFICALLY, BUT WITHOUT LIMITATION, AGILQUEST DOES NOT WARRANT THE ERROR FREE OR UNINTERRUPTED USE OF THE SERVICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM AGILQUEST, WHETHER THROUGH THE SERVICE, AGILQUEST CONTENT, OR OTHERWISE WILL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY MADE BY MEANS OF THESE TERMS.

2) Limitation of Liability. NEITHER AGILQUEST NOR ANY OF ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR PENALTIES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS, PERSONAL INJURY, LOST DATA, BUSINESS INTERRUPTION, AND THE LIKE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF AGILQUEST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AGILQUEST'S MONETARY LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE OR ANY MATTER COVERED BY THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE TO IT BY ACCOUNT FOR THE TERM DURING WHICH THE LIABILITY AROSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THESE TERMS AND AGILQUEST'S WILLINGNESS TO PROVIDE THE SERVICE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM



LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

3) Reserved.

4) Indemnification by AgilQuest. AGILQUEST SHALL DEFEND ACCOUNT AGAINST ANY CLAIM, DEMAND, SUIT OR PROCEEDING MADE OR BROUGHT AGAINST ACCOUNT BY A THIRD PARTY ALLEGING THAT ANY SERVICE INFRINGES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS (A "CLAIM AGAINST ACCOUNT"), AND WILL INDEMNIFY ACCOUNT FROM ANY DAMAGES, ATTORNEY FEES AND COSTS FINALLY AWARDED AGAINST ACCOUNT AS A RESULT OF, OR FOR AMOUNTS PAID BY ACCOUNT UNDER A SETTLEMENT APPROVED BY AGILQUEST IN WRITING OF, A CLAIM AGAINST ACCOUNT, PROVIDED ACCOUNT (A) PROMPTLY GIVE AGILQUEST WRITTEN NOTICE OF THE CLAIM AGAINST ACCOUNT, (B) GIVE AGILQUEST CONTROL OF THE DEFENSE AND SETTLEMENT OF THE CLAIM AGAINST ACCOUNT (EXCEPT THAT AGILQUEST MAY NOT SETTLE ANY CLAIM AGAINST ACCOUNT UNLESS IT UNCONDITIONALLY RELEASES ACCOUNT OF ALL LIABILITY), AND (C) GIVE US ALL REASONABLE ASSISTANCE, AT AGILQUEST EXPENSE. IF AGILQUEST RECEIVE INFORMATION ABOUT AN INFRINGEMENT OR MISAPPROPRIATION CLAIM RELATED TO A SERVICE, AGILQUEST MAY IN AGILQUEST DISCRETION AND AT NO COST TO ACCOUNT (I) MODIFY THE SERVICE SO THAT THEY ARE NO LONGER CLAIMED TO INFRINGE OR MISAPPROPRIATE, WITHOUT BREACHING AGILQUEST WARRANTIES UNDER "WARRANTIES" ABOVE, (II) OBTAIN A LICENSE FOR ACCOUNT CONTINUED USE OF THAT SERVICE IN ACCORDANCE WITH THIS AGREEMENT, OR (III) TERMINATE ACCOUNT SUBSCRIPTIONS FOR THAT SERVICE UPON 30 DAYS' WRITTEN NOTICE AND REFUND ACCOUNT ANY PREPAID FEES COVERING THE REMAINDER OF THE TERM OF THE TERMINATED SUBSCRIPTIONS. THE ABOVE DEFENSE AND INDEMNIFICATION OBLIGATIONS DO NOT APPLY TO THE EXTENT A CLAIM AGAINST ACCOUNT ARISES FROM ANY DATA, NON-AGILQUEST SOFTWARE OR ACCOUNT USE OF THE SERVICE IN VIOLATION OF THIS AGREEMENT OR APPLICABLE ORDER FORMS. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED IN DEROGATION OF THE U.S. DEPARTMENT OF JUSTICE'S RIGHT TO DEFEND ANY CLAIM OR SUIT BROUGHT AGAINST THE U.S. PURSUANT TO ITS JURISDICTIONAL STATUTE 28 U.S.C. § 516.

Term and Termination

1) Term and Termination. The Term of Account's right to the Service shall commence on the Effective Date for a one (1) year term unless terminated as provided herein or in the applicable Order Form. This Agreement may be renewed for additional successive one (1) year terms by executing a new Agreement in writing.

2) Termination by Either Party. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, AgilQuest shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

3) Termination. Account may terminate its rights under these Terms in accordance with the Federal Acquisition Regulation termination procedures for .



- 4) Events on Termination. Upon termination or expiration of Account's rights under these Terms, all rights and licenses granted herein shall terminate immediately, the Service may automatically, or AgilQuest may cause it to, cease to operate.
- 5) Suspension. AgilQuest may temporarily suspend the Service if it has reason to believe that Account is using the Service in violation of these Terms in a manner that may result in harm to the Service, to AgilQuest or to any User.

General

- 1) Governing Law. These Terms shall be governed and construed in accordance with the Federal laws of the United States.
- 2) Assignment. Account may not assign or transfer any rights Account may have under this Agreement without AgilQuest's express written consent, and any attempted assignment in violation of this Agreement shall be null and void. - The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. This Agreement will be binding on all permitted assigns.
- 3) Notices. Any notices or other communications permitted or required under these Terms must be in writing. Notices to AgilQuest must be sent to AgilQuest at the address provided via the Service. Notices to Account shall be sent to Account's e-mail address provided for this purpose through the Service.
- 4) Export. The Service may be subject to the export laws of the United States of America, including without limitation the Export Administration Act and related regulations. Account agrees that it shall not make the Service available, directly or indirectly, to any country, person or entity to which export or re-export is prohibited by applicable United States law. AgilQuest makes no representation that the Service comply with applicable laws of for use outside the United States of America in all of the locations in which Account may wish to use them. If Account uses the Service outside the United States of America, Account is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.
- 5) Waiver. The failure of either AgilQuest or Account to insist on strict performance of any of the provisions of this Agreement, or to exercise any right granted hereunder, shall not be construed as a relinquishment of any right or a waiver of any provision of this Agreement. No waiver of any provision or right shall be valid unless it is in writing and signed by a duly authorized representative of the party making the waiver.
- 6) Terms Applicable to Government. If Account is a unit or agency of the U.S. Government ("Government"), the Service and related documentation shall be classified as "Commercial Computer Software," and "Commercial Computer Software Documentation" as defined in 48 C.F.R. Section 12.212, and the Service are licensed to Account only with those rights provided under these Terms.
- 7) Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), sets forth the entire agreement between AgilQuest and Account with respect to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreement or representation related thereto.
- 8) Severability. If any provision of these Terms shall be held illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.



9) Survival. The provisions of the Sections titled Intellectual Property, License to Use Feedback, and Limitation of Warranty and Liability above shall survive termination of this Agreement.

10) Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).. Any Party so delayed in its performance shall notify the party to whom performance is due as soon as practicable.



GSA APPROVED PRICING

GSA IT Product and Maintenance Pricing for SIN 511210 & SIN 54151

Note: Pricing is on an annual basis, except (*) annual support fees, which are hourly.

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	WARRANTY	COO
511210	OD-OD1	OnDemand / Hosting or SaaS service	OnDemand / Hosting or SaaS service for OnBoard and Commander BI software.	Annual basis	\$14,508.82	60 days	USA
511210	OB-R573-100	OnBoard Software (0 to 100)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$104.79	60 days	US
511210	OB-R573-250	OnBoard Software (101 to 250)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$68.51	60 days	US
511210	OB-R573-500	OnBoard Software (251 to 500)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$40.30	60 days	US
511210	OB-R573-1000	OnBoard Software (501 to 1000)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$33.85	60 days	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	WARRANTY	COO
511210	OB-R573-2500	OnBoard Software (1,001 to 2,500)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$27.41	60 days	US
511210	OB-R573-5000	OnBoard Software (2,501 to 5,000)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$22.57	60 days	US
511210	OB-R573-10000	OnBoard Software (5,001 to 10,000)	OnBoard - Workplace Management Software for hoteling, desk sharing, room booking, conference room management and catering for managing a flexible, productive and mobile work environment	Annually Recurring Software Fees (concurrent license)	\$20.15	60 days	US
511210	CBI-R32-100	Commander BI Software License Fee (0 to 100)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$34.58	60 days	US
511210	CBI-R32-250	Commander BI Software License Fee (101 to 250)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$22.61	60 days	US
511210	CBI-R32-500	Commander BI Software License Fee(251 to 500)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$13.30	60 days	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	WARRANTY	COO
511210	CBI-R32-1000	Commander BI Software License Fee (501 to 1000)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$11.17	60 days	US
511210	CBI-R32-2500	Commander BI Software License Fee(1,001 to 2,500)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$9.04	60 days	US
511210	CBI-R32-5000	Commander BI Software License Fee (2,501 to 5,000)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$7.45	60 days	US
511210	CBI-R32-10000	Commander BI Software License Fee (5,001 to 10,000)	Commander BI - Business Intelligence software for the workplace that delivers a high degree of accuracy for determining the actual use of space.	Annually Recurring Software Fees (concurrent license)	\$6.65	60 days	US
511210	MSE-R573-100	Microsoft Exchange Integration (0 to 100)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$26.20	60 days	US
511210	MSE-R573-250	Microsoft Exchange Integration (101 to 250)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$17.13	60 days	US
511210	MSE-R573-500	Microsoft Exchange Integration (251 to 500)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$10.08	60 days	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	WARRANTY	COO
511210	MSE-R573-1000	Microsoft Exchange Integration (501 to 1000)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$8.46	60 days	US
511210	MSE-R573-2500	Microsoft Exchange Integration (1,001 to 2,500)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$6.85	60 days	US
511210	MSE-R573-5000	Microsoft Exchange Integration (2,501 to 5,000)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$4.97	60 days	US
511210	MSE-R573-10000	Microsoft Exchange Integration (5,001 to 10,000)	Two-way integration between OnBoard and Microsoft Exchange enabling users to work in either platform and have room bookings synchronized in both databases.	Annually Recurring Software Fees (concurrent license)	\$5.04	60 days	US
511210	OB-ODFR1	OnBoard OnDemand - FedRAMP Compliant Hosting with Microsoft Azure Government Cloud Computing	Application hosting and management services for the OnBoard Workplace Management Software on Microsoft Azure Government Cloud, offering OnBoard in a FedRAMP approved IaaS (Infrastructure as a Service) provider.	Annually Recurring Hosting Fees	\$29,823.68	60 days	US
54151	*G-TS1	Gold Technical Support	Gold Technical Support (Principal can perform this service only) Note: *Gold, Silver and Bronze Support Services are based on hourly technical services. There services are sold and charged as labor hours.	Hourly	\$262.97	N/A	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	WARRANTY	COO
54151	*S-TS2	Sliver Technical Support	<p>Silver Technical Support (Consultant II can perform this service only)</p> <p>Note: *Gold, Silver and Bronze Support Services are based on hourly technical services. There services are sold and charged as labor hours.</p>	Hourly	\$197.23	N/A	US
54151	*B-TS3	Silver Technical Support	<p>Bronze Technical Support (Consultant I can perform this service only)</p> <p>Note: *Gold, Silver and Bronze Support Services are based on hourly technical services. There services are sold and charged as labor hours.</p>	Hourly	\$144.63	N/A	US



GSA IT Professional Services SIN 54151S

Labor Category	Minimum Education	Minimum Years of Experience	Functional Responsibilities	GSA Price with IFF
Principal	Bachelor's degree or higher in related subject area.	12	The Principal is the contractor's chief liaison and point of contact with the Government Contracting Officer (CO). Maintains responsibility for formulating work standards, creating strategic project objectives, and managing client issues and feedback. Assumes accountability for supervising designated resources and enforcing quality control practices for each project.	\$262.97
Consultant II	Bachelor's degree or higher in related subject area.	4	Serves as a senior-level analytical correspondent within engagement team. Assumes responsibility for contributing to work plan development, reaching engagement milestones, and often leading specific project tasks. Conducts analysis of appropriate consulting tools to satisfy program requirements, and creates project deliverables. Formulates diagnoses, assesses appropriate alternatives, and offers conclusions to PM.	\$197.23
Consultant I	Bachelor's degree or higher in related subject area.	2	Serves as a key analytical resource on engagement team. Assumes responsibility for conducting relevant research, distilling data, and creating reports. Actively engages consulting tools and methodologies to meet project objectives and complete program management activities. Maintains responsibility for quality assurance practices and helping to ensure completion and accuracy of system documentation.	\$144.63
Program Manager	BS	10	Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. Familiar with a variety of the field's concepts, practices, and procedures. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others.	\$197.23

Project Manager	BS	5	Responsible for the coordination and completion of projects. Oversees all aspects of projects. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of project. Prepares reports for upper management regarding status of project. Relies on experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others.	\$197.23
Implementation Consultant	BS		Must have demonstrated experience in planning for installation, deployment and change-over of systems. Systems support life cycle and documentation experience required. Excellent interpersonal, communications, analytical and organizational skills also required. The Implementation Specialist is responsible for planning and executing system updates, upgrades, implementations, support and installations. Requires bachelor degree and or equivalent experience.	\$169.65
Trainer	BS equivalent	1	Author and deliver training sessions and materials to convey how to properly use the developed solution. Prepares training materials such as training guides, presentations, audio video media, and computer based course material. Prepares course syllabus and agenda.	\$169.65
Senior Data Analyst	BS or equivalent	5	The senior data analyst is responsible for analyzing system data requirements and creating logical and physical models of data flow. This position also analyzes complex data systems; documents data flow, relationships and dependencies; and develops automated and reusable routines for extracting information as needed from database systems.	\$195.75
Business Systems Analyst	BS or equivalent	4	Evaluates business systems and how they align with user needs. Documents requirements, establishes scope and objectives and determines strategy for implementing systems that achieve business goals. Relies on knowledge and professional discretion to achieve goals.	\$195.75

Software Developer	BS or equivalent	5	Creates and designs new software by analyzing, testing, assessing and implementing programming applications. Supports and installs applications and operating system. Assists in the testing process by conducting reviews and analyses, witnessing tests and participating in software certification. Relies on knowledge and professional discretion to achieve goals.	\$195.75
Technical Support Specialist	BS or equivalent	2	Responds to and diagnoses problems through discussion with users. Ensures a timely process through which problems are controlled and managed to resolution. Identifies researches and resolves technical problems through calls, email and personnel request for support. Documents, tracks and monitors problems to ensure a timely resolution. Provides second-tier support to end users for application software and application specific hardware. Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Recommends systems modifications to reduce user problems and maintain stability of the system.	\$143.55

Note: Labor rates are hourly. No substitutions to labor categories as per the technical support plan. SIN 54151S must be purchased with SIN 54151.



GSA Electronic Commerce and Subscription Services SIN 54151ECOM

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)	COO
54151ECOM	AQF1-200	Agilquest Forum	Agilquest Forum - Premier Plan – Annual License Fee per Asset for Meeting Rooms (unlimited reservations).	Each	\$145.08	USA
54151ECOM	AQF2-200	Agilquest Forum	Agilquest Forum - Premier Plan – Annual License Fee per Asset for Workspaces (unlimited reservations).	Each	\$48.36	USA
54151ECOM	AQFSP-30	Agilquest Forum Setup and Provisioning	Agilquest Forum Setup and Provisioning **Initial Setup and Provisioning (each instance) Includes up to 10 hours of Implementation Services. NOTE: If additional implementation services are required, they shall be billed on a Time and Material basis at the current billable rate for Professional Services.	Each	\$1,607.97	USA

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	DISCOUNT PRICE OFFERED TO GSA (including IFF)	COO
54151ECOM Electronic Commerce and Subscriptions Services	AQF1-PS1	Agilquest Forum Premier Support for Meeting Rooms	AgilQuest's Premier Technical Support for Meeting Rooms offerings provide the benefit of qualified technical support engineers ready to solve support issues and questions.	\$ 29.02	US
54151ECOM Electronic Commerce and Subscriptions Services	AQF2-PS1	Agilquest Forum Premier Support for Workspaces	AgilQuest's Premier Technical Support for Workspaces offerings provide the benefit of qualified technical support engineers ready to solve support issues and questions.	\$ 9.67	US

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	DISCOUNT PRICE OFFERED TO GSA (including IFF)	COO
54151ECOM Electronic Commerce and Subscriptions Services	AQF-UMP1	Forum Additions and Enhancement License - User Management Process (UMP)	Forum Enhancement provides the ability to automatically update a wide range of user data elements with the UMP. Fee is an annually recurring fee which includes maintenance and support of the UMP. (Annual Fee)	\$ 1,209.07	US
54151ECOM Electronic Commerce and Subscriptions Services	AQF-MSE30	Exchange Integration	Setup and configuration of Forum Connector to Microsoft Exchange O365. (One Time Fee)	\$ 4,030.23	US
54151ECOM Electronic Commerce and Subscriptions Services	AQF-OPL30	Open Presence Listener Integration	Provides integration to compliant building access control systems to capture presence entering a facility or floor for presence reporting and automatic check-in to workspace reservations. (One Time Fee)	\$ 1,209.07	US
54151ECOM Electronic Commerce and Subscriptions Services	AQF-SAML30	SAML 2.0 Authorization and Authentication	SAML 2.0 Implementation and Support for easy User Authentication and login to Forum Web Portal, Mobile Applications, and Kiosk interfaces (One Time Fee)	\$ 1,209.07	US
54151ECOM Electronic Commerce and Subscriptions Services	AQF-UMPC30	User Management Process (UMP) Options	Provides the ability to automatically update a wide range of user data elements with the UMP. Includes scoping session and configuration. Fee is reflective of additional Professional Services time needed to enable this capability.	\$ 4,030.23	US

54151ECOM	AQFFRP-30	Agilquest Forum FedRAMP Setup and Provisioning	Agilquest FedRAMP Forum Setup and Provisioning **Initial Setup and Provisioning in compliance with FedRAMP Li-SaaS standards. Includes 25 hours of Implementation Services. NOTE: If additional implementation services are required, they shall be billed on a Time and Material basis at the current billable rate for Cloud Professional Services.	\$ 4,832.24	US
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54151ECOM	AQF1-FRPS1	Agilquest Forum FedRAMP Premier Support for Meeting Rooms	AgilQuest's FedRAMP Premier Technical Support for Meeting Rooms offerings provide the FedRAMP compliant technical support and cloud engineers ready to solve support issues and questions.	\$50.78	US
54151ECOM	AQF2-FRPS1	Agilquest Forum FedRAMP Premier Support for Workspaces	AgilQuest's FedRAMP Premier Technical Support for Workspaces offerings provide the FedRAMP compliant technical support and cloud engineers ready to solve support issues and questions.	\$16.93	US
54151ECOM	AQF-PSW30	Cisco Phone Switching	Setup and configuration of the integration to Cisco Phone Systems for automated extension switching (One Time Fee)	\$ 2,015.11	US
54151ECOM	TR-GOOG-F30	Google Calendar Integration	Setup and Configuration of the connector to support an integration between Reserve and Google Calendar (One-time Fee)	\$4,030.23	US
54151ECOM	TR-GOOG-AR30	Google Calendar Integration with Reserve - Annual Fee	Google Calendar Annual Integration Annual Maintenance Fee (Annual Fee)	\$1,209.07	US
54151ECOM	TR-MSE-AR30	Microsoft Exchange Integration with Reserve - Annual Fee	Microsoft Exchange Integration with Reserve Annual Maintenance Fee (Annual Fee)	\$1,209.07	US
54151ECOM	TR-DUC-OT30	Dynamic User Creation and Provisioning	The Dynamic User Creation allows Reserve customers who want to automatically create users in Reserve to do so by leveraging SAML 2.0. (One-Time Fee)	\$1,209.07	US
54151ECOM	TG-SaaS-P7001G	Tango Platform	Tango Platform serves as the foundation for our entire solution and provides both a single source of truth for all location information – including sites, stores, offices, production facilities, and leases – as well as big data processing capabilities to fuel your analytics and mapping requirements. (Annual Fee)	\$20,151.13	US
54151ECOM	TG-SaaS-P8300G	Tango Space	Tango Space helps strategically manage your space to increase space utilization, reduce occupancy costs and drive employee engagement. Includes up to 1,000,000 Sq. Ft. (Annual Fee)	\$24,181.36	US
54151ECOM	TG-SaaS-P8301G	Tango Space	Additional square feet of space - per square foot (Annual Fee)	\$0.02	US
54151ECOM	TG-SaaS-P6001G	Tango Maintenance	Tango Maintenance allows for reactive and preventative maintenance activities across the entire real estate portfolio. Make intelligent repair or replace decisions and extend asset lifecycles. Help control operational and maintenance costs through streamlined processes and resource oversight with Tango Maintenance. (Annual Fee)	\$40,302.27	US
54151ECOM	TG-SaaS-P2002GTG-SaaS-P2002G	Tango Lease	Tango's Lease Administration & Accounting module administers day-to-day operational requirements, calculates and manages all lease related expenses and complies with the new lease accounting standards – FASB ASC 842 and IFRS 16. Tango Lease streamlines accounting for your real estate property, equipment and embedded leases, calculates the ROU asset and lease liability and accurately reports from a single solution. (Annual Fee)	\$32,241.81	US

54151ECOM	TG-SaaS-P8200G	Tango Transactions	Tango Transactions enables the creation and tracking of location development plans and streamlines real estate transaction analyses and processes for new locations, lease renewals, terminations & expansions. Tango is built on a foundation of proven analytic capabilities, innovative data sets, native mapping and draws insights from both within and outside the building to inform real estate strategy and deal making. (Annual Fee)	\$36,272.04	US
54151ECOM	TG-SaaS-P3001G	Tango Projects	Tango Projects delivers cost savings, efficiency, consistency and risk reduction across all project types, including remodels, new construction, rollout projects and multinational development programs. Tango's single, integrated solution allows you to align program budgets, timelines, and development activities across your organization's complete portfolio of projects, enabling you to quickly identify exceptions and take corrective action. (Annual Fee)	\$60,453.40	US

GSA Cloud Professional Services SIN 518210C

Labor Category	Minimum Education	Minimum Experience	Functional Responsibility	GSA Schedule Rate with IFF
Cloud Computing Implementation Consultant	BS	3	Must have demonstrated experience in planning for installation, deployment and change-over of systems to a cloud SaaS platform. Excellent interpersonal, communications, analytical and organizational skills also required. The Cloud Computing Implementation Specialist is responsible for planning and executing SaaS systems, implementations and support. Requires bachelor degree and or equivalent experience.	\$170.93
Cloud Computing Data Analyst	BS	5	The Cloud Computing Data Analyst is responsible for analyzing SaaS data requirements and creating logical and physical models of data flow. This position also analyzes complex data systems; documents data flow, relationships and dependencies; and develops automated and reusable routines for extracting information as needed from database systems.	\$197.23
Cloud Computing Technical Support Specialist	BS	2	Responds to and diagnoses problems through discussion with users. Ensures a timely process through which problems are controlled and managed to resolution. Identifies, researches and resolves technical problems through calls, email and personnel request for support. Documents, tracks and monitors problems to ensure a timely resolution. Provides second-tier support to end users for application software and application specific hardware. Interact with network services, software systems engineering, and/or applications development to restore service and/or identify and correct core problem. Recommends SaaS platform configuration changes to reduce user problems and maintain stability of the system.	\$144.63



USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

AgilQuest Corporation provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Don Davidson

Chief Revenue Officer

AgilQuest Corporation

o: 804-474-4909

m: 256-508-2801

don.davidson@agilquest.com

agilquest.com



**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity Date

Contractor Date



BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;



- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer’s needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

The Next Generation Real Estate Platform

Order Form and SaaS Agreement

PREPARED FOR:



Issue Date:

Issued To:

Issued By:



This Order Form (this “**Order Form**”) to the Software as a Service Agreement dated] the date set forth in the Order (the “**Agreement**”) between the Ordering Activity under GSA Schedule contracts identified in the Order . (“**Subscriber**”) (“**Tango**”), a Delaware LLC, having offices at 9797 Rombauer Road, Suite 450, Coppell, Texas 75019 (each individually a “**Party**” and collectively “**Parties**”) is effective as of the date set forth in the Order (the “**Effective Date**”).

EXECUTIVE PRICING SUMMARY

Tango pricing is made up of two parts: Annual Fees and One-time Professional Services Fees.

- Annual Fees include Module based Subscription Fees and either Standard or Platinum Support Fees (whichever is required), both of which are based on the scope of the service included in the project. Subscriber will pay the Annual Fees set forth below for Subscriber’s use of the Subscription Services Modules listed below.
- Professional Services Fees, which will be included in an SOW, are calculated based on the scope of the set-up, training and configuration effort as well as any optional integration points or unique reporting requirements included in the project.
- Subscription Fees are based on a one year term, expiring on [xx/xx/xxxx].
- All fees are presented in US dollars and exclude all applicable taxes.
- Tango will invoice Subscriber annually in advance for each subscription year for the Subscription Services, and such invoices are payable within thirty (30) days of receipt of invoice by Subscriber.
- Prices are valid for 90 days from Issue Date

Annual Fees	Year 1	Year 2	Year 3	Year 4	Year 5
Subscription Fees	\$	\$	\$	\$	\$
Standard Support	\$	\$	\$	\$	\$
Platinum Support Fees	\$	\$	\$	\$	\$
Total Annual Fee	\$	\$	\$	\$	\$

*The annual Subscription Fees are based on the current scope of subscription usage and include the following Modules:

- Tango Platform
- [INSERT MODULES SELECTED]

SUBSCRIPTION SUPPORT – EITHER STANDARD OR PLATINUM ARE REQUIRED

*Standard Support fee is calculated annually as 10% of each years annual Subscription Fees and includes: product bugs, system performance, standard product support, standard reports support, standard dashboard support, standard integration support, standard API support, new feature releases and troubleshooting, user support, standard on-line training materials, product documentation and self-service tools (user provisioning/de-provisioning and survey admin).

*Platinum Support fee is calculated annually as 20% of each years annual Subscription Fees and is applicable for all support of any non-standard Professional Services completed as part of a mutually agreed SOW including: dynamic attribution support, non-standard field support, non-standard dashboard support, non-standard reports support, non-standard workflow support, non-standard configuration support and non-standard integrations support.

ACTIVE SUBSCRIPTION USERS INCLUDED ABOVE

User Types	Core (xx)	Lite (xx)	External (xx)
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ANNUAL SUBSCRIPTION VARIABLES

USER TYPES

The following descriptions define the various User types:

User Type	User Capabilities
Core User	Has full user access to subscribed modules, with ability to CREATE, EDIT and VIEW information. Has access to workflow and notifications, and all dashboards and reports. Access can be controlled by leveraging the system's role-based access control features, subject to applicable subscription terms.
Lite User	Has restricted access to subscribed modules, with ability to only VIEW information. Has access to workflow and notifications, and EDIT capability associated to workflows – such as entering comments on a Site Approval package. Has access to Dashboards and Reports. Access can be controlled by leveraging the system's role-based access control features, subject to applicable subscription terms.
External User	This is a vendor user, external to the Subscriber organization, that needs to perform specific system activities associated with Prospects, Sites, Projects or Stores. External Users have very limited access, only to entities they are assigned to, and only to execute limited activities such as submitting/downloading documents and filling in forms. No other system access is available to External Users.
Edge Users	Has access to Tango's Edge module only and specific defined activities with Edge. These are vendor users, external to the Subscriber organization, who perform transactional activities such as bid on a project, executing work orders, etc. System usage is limited to the time required to complete specific transactions, such as the duration of a bid, completion of a work order, or completion of a project. No other system access is available to Edge Users.

This Order Form may be executed in counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument.

Subscriber

Tango

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Subscriber has received the "Tango Reserve Implementation Project Overview and Expectations" Document.

_____ (signer to initial)

Billing Information

Billing Contact	
Billing Email Address	
Billing Contact Phone	
Billing Address	
Additional Billing Information	

Software as a Service Agreement

This Agreement (as defined below) is entered into effective as of the date set forth in the Order Form (the “**Effective Date**”) between Tango Analytics, located at 9797 Rombauer Rd. Suite 450, Dallas TX 75019 (“**Tango**”) and Ordering Activity under GSA Schedule contracts identified in the Order Form (“**Subscriber**”). Tango and Subscriber are referred to herein each individually as a “**Party**” and collectively the “**Parties**.” In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Order Forms; Agreement Defined. From time to time the Parties may enter into mutually-agreed order forms (each, an “**Order Form**”) pursuant to which Subscriber will purchase Subscriptions (as defined below) to the Subscription Services for the Subscription Term (as defined below) and at the pricing for the Subscription specified in the applicable Order Form. This “**Agreement**” is comprised of this Software as a Service Agreement, the relevant Order Forms, as well as any mutually agreed Statements of Work for Professional Services, each of which is incorporated herein by reference.

Subscription Usage Terms

1. **Scope.** This Agreement governs Subscriber’s use of Tango’s web-based service modules (the “**Subscription Services**”) on a subscription basis as well as any professional services provided to Subscriber in connection with its use of the Subscription Services as set forth in a mutually agreed statement of work (“**Professional Services**” and, together with the Subscription Services, the “**Services**”).

2. **Access and Use of Subscription Services by Subscriber.** Subject to the terms and conditions of this Agreement and the payment of the fees set forth in the Order Form, Tango grants Subscriber a limited, non-exclusive, non-transferable right to allow Subscriber’s authorized users (“**Users**”) to access and use the Subscription Services on a named-user basis during the applicable Subscription Term solely for Subscriber’s internal business purposes (the “**Subscription**”). The Subscription may be limited to a certain number of Users if specified in the Order Form, otherwise the subscription may be used by any of Subscriber’s employees or contractors as long as such Users (i) use the Subscription Services exclusively for Subscriber’s benefit; and (ii) are not employees or contractors of a technology provider that develops, markets and sells products specific to the corporate real estate functions categorized as Integrated Workspace Management Systems (IWMS). Tango reserves the right to make visual or functional modifications to the Subscription Services from time to time for the purpose of maintaining or improving security, ensuring optimal performance, meeting standard industry business requirements, and adding or improving functionality without prior notification to Subscriber provided that no such change will materially reduce the functionality of the Subscription Service.

3. **Restrictions on Use.** The Subscription Services constitute protected copyrighted material and valuable trade secrets of Tango. Accordingly, Subscriber will not: (i) allow or permit use of the Subscription Services by any third parties or persons other than its Users; (ii) use or access the Subscription Services for the purpose of building a competitive product; (iii) copy, frame, modify or create any derivative works of the Subscription Services (or any component, part, feature, function, user interface, or graphic thereof) or the associated documentation, except with the prior written consent of Tango or to the extent such restriction is prohibited by applicable law; (iv) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Subscription Services is compiled or interpreted; (v) use the Subscription Services as part of a time-share, cloud services or service bureau or on a hosted basis for its own ASP or SAAS offerings; (vi) perform or disclose any benchmark or performance tests of the Subscription Services without Tango’s prior written consent; (vii) perform or disclose any security testing of the Subscription Services or associated infrastructure without Tango’s prior written consent including, but not limited to, network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; (viii) remove or modify any program markings or any notice of Tango’s or its licensors’ proprietary rights; (ix) use the Subscription Services in violation of applicable laws; (x) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (xi) send or store malicious code in connection with the Subscription Services; (xii) knowingly interfere with or disrupt performance of the Subscription Services or the data contained therein; (xiii) attempt to gain access to the Subscription Services or its related systems or networks in a manner not set forth in the applicable documentation for the Subscription Services; or (xiv) cause or permit any Users or any other party to do any of the foregoing. Subscriber is responsible for its Users’ compliance with the terms of this Section. Subscriber is responsible for maintaining the confidentiality of its User’s login information and is responsible for any use of the Subscription Services utilizing such information. Login credentials may not be used or shared by multiple individuals.

4. **Tango Property.** Tango owns all right, title and interest in and to (i) the Subscription Services (and any and all configurations, developments, modifications, and derivative works of the Subscription Services); (ii) any work product, concepts, inventions, information, drawings, designs, programs, or software (whether developed by Tango, Subscriber, either alone or with others, and whether completed or in-progress) created as part of the Professional Services, except to the extent such improvements are based on any Confidential Information of Subscriber; (iii) any materials provided by Tango to Subscriber or a User with respect to the Subscription Services, including but not limited to any documentation, software (whether in object code or source code form), proprietary data, or other proprietary information developed or provided by Tango or its suppliers, such as text, graphics (including the underlying web-presentation code of the Subscription Services), logos, button icons, images and any non-public know-how, methodologies, equipment, or processes used by Tango to provide the Subscription Services to Subscriber, and (iv) all patents,

copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing (collectively “**Tango Property**”). This Agreement is not an agreement of sale, and no title, patent, copyright, trademark, trade secret, intellectual property or other ownership rights to any Tango Property are transferred to Subscriber under this Agreement or otherwise as part of or in connection with the Subscription. Tango reserves all rights not expressly granted by this Agreement and no licenses are granted by Tango to any party, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement. Any Tango Property related to Subscription Services will be deemed to constitute part of the Subscription Services and will be subject to all terms and provisions set forth in this Agreement or otherwise applicable to the Subscription Services, including terms and provisions related to use rights and restrictions, ownership and distribution of the Subscription Services. To the extent that Subscriber or any User owns or obtains any copyright, patent, trade secret, or any proprietary rights in and to the Tango Property, Subscriber hereby assigns to Tango, its successors and assigns, all right, title and interest in and to the Tango Property, including, but not limited to, all rights in and to any inventions, designs and intellectual property rights embodied in the Tango Property.

5. **Feedback.** Tango has not agreed to and does not agree to treat as confidential any suggestion or idea provided by Subscriber or its Users regarding the Service (“**Feedback**”), and nothing in this Agreement or in the Parties’ dealings arising out of or related to this Agreement will restrict Tango’s right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensation to Subscriber or its Users, or provide Subscriber or any User with any rights in the Services. Feedback does not include Subscriber Confidential Information or Subscriber Data. Tango acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

6. **Data.** Tango acknowledges that as between the Subscriber and Tango, the data submitted, processed, or stored by Subscriber and Users using the Subscription Services (collectively “**Subscriber Data**”) is owned exclusively by Subscriber. Subscriber and each User is responsible for updating its own Subscriber Data and for its use of such data. Tango will have no responsibility for any decisions made on the basis of results of the Services or for the completeness or accuracy of any predictive or analytical results or for their usefulness for Subscriber’s purposes. Information regarding Tango’s processing of Subscriber Data is located here <https://tangoanalytics.com/tango-dpa/> and attached hereto (the “**DPA**”). Except for those limited categories of Essential Information (as such term is defined in the DPA) that are expressly identified in the DPA (or an Order Form in accordance with the terms of the DPA), Subscriber must not provide personally identifiable information to Tango or its Services and Tango will have no responsibility for any such personally identifiable information.

7. **No Personally Identifiable Information.** Except for those limited categories of Essential Information identified on Schedule 1 to the DPA located here <https://tangoanalytics.com/tango-dpa/>, the Subscription Services are not designed or maintained in manner to process, handle or protect any personally identifiable information or other sensitive data. To the extent that the parties wish to add services that involve the processing of personally identifiable information or other sensitive data, the parties may execute a Statement of Work to add such Services that (i) specifically identifies the types of personally identifiable information or other sensitive data to be provided to the Tango service and (ii) any additional terms applicable to such Services, provided that in the absence of such a Statement of Work, Subscriber must not provide personally identifiable information or other sensitive data to Tango or its services.

8. **Third Party Data.** Some of the content made available through the Subscription Services is provided by third parties (“**Third Party Data**”), which Third Party Data is subject to the terms located at <https://tangoanalytics.com/tango-thirdparty/> and attached hereto.

9. **Confidentiality.** Each Party may have access to confidential or proprietary information of the other Party that the receiving Party knows or should know is the proprietary or confidential information of the disclosing Party: (i) because it is marked as confidential; (ii) because the disclosing Party orally advised the other Party of the information that is confidential; or (iii) by virtue of the character of the information or the circumstances surrounding its disclosure (“**Confidential Information**”). The Subscription Services are the Confidential Information of Tango. Each Party will protect the Confidential Information of the other Party using the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case using no less than a reasonable degree of care. The foregoing will not prevent either Party from disclosing Confidential Information which belongs to that Party or (a) is in or enters the public domain without breach of this Agreement and through no fault of the receiving Party; (b) the receiving Party was lawfully and demonstrably in possession of prior to first receiving it from the disclosing Party; (c) the receiving Party can demonstrate was developed by the receiving Party independently and without use of or reference to the disclosing Party’s Confidential Information; (d) the receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; or (e) is approved by the other Party for disclosure. If Confidential Information is required to be disclosed pursuant to a requirement of a governmental authority, such Confidential Information may be disclosed pursuant to the requirement so long as the Party required to disclose the Confidential Information, to the extent permitted, provides the other Party with timely prior notice of the requirement and coordinates with such other Party in an effort to limit the nature and scope of such required disclosure. Upon written request at the termination of the Subscription, all documented Confidential Information (and all copies thereof) owned by the requesting Party will be returned to the requesting Party or will be destroyed, with written certification thereof being given to the requesting Party, provided, however that Tango may retain Subscriber Data as necessary to provide the post-termination access contemplated by Section 15.

10. **Security; Back-ups.** Tango obtains an annual Service and Organization Controls (SOC) 2 Report, a redacted copy of which will be made available to Subscriber upon request. Additional information regarding Tango's security and back-ups policies is located here <https://tangoanalytics.com/tango-backups/>.

11. **Support; Service Levels.** Tango will provide customer support in accordance with the support policies located here <https://tangoanalytics.com/tango-support/> and attached hereto. Tango will provide SLA Credits for any failure to meet the availability service level target of 99.5% for the Subscription Services as described in more detail here <https://tangoanalytics.com/tango-SLA/>.

Term, Termination and Payment Terms

12. **Fees; Payment Terms; Taxes.** Subscriber will pay Tango or its authorized reseller as applicable the fees set forth in the Order Form for the Subscription. Tango will invoice Subscriber annually in advance for each subscription year for the Subscription Services beginning on the effective date of the Order Form. Unless otherwise agreed in a Statement of Work, Tango will invoice Subscriber monthly for Professional Services rendered during the preceding monthly period and any reimbursable expenses incurred. Payment terms are 30 days from date of receipt of invoice. Past due balances are subject to interest equal to the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. Tango shall state separately on invoices taxes excluded from the fees, and the Subscriber agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Each Party will be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its income and receipts.

13. **Agreement Term; Subscription Terms.** The term of this Agreement will commence on the Effective Date and remain in effect until terminated by a Party in accordance with Section 14. Subscriber's Subscription to each Subscription Service will begin on the effective date of the Order Form for that Subscription Service and continue for the Term identified in the Order Form. The initial term of each Subscription and any renewal terms are collectively the "**Subscription Term**."

14. **Termination.** When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Tango shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. The termination of this Agreement will terminate all Order Forms (and all Subscriptions). Additionally, this Agreement may be terminated by either Party at any time upon notice to the other Party if there are no Subscriptions in effect under this Agreement. Subscriptions and Subscription Terms are non-cancellable except as provided in Section 14, or as otherwise expressly stated in the applicable Order Form, provided that Tango may suspend or terminate an individual Subscription (without terminating other Subscriptions) if Subscriber's use of the Subscription Services subject to that Subscription violates this Agreement. Upon the date of the expiration or termination of a Subscription (the "**Termination Date**"), the rights and Subscriptions that were granted to Subscriber under this Agreement with respect to that Subscription will cease, and Subscriber will make payment to Tango for all unpaid Services up to the Termination Date within 30 days of Subscriber's receipt of Tango's invoice. Sections 3 - 9, 12, 14 - 16 and 19 - 33 will survive the expiration or termination of this Agreement.

15. **Access following Expiration or Termination.** Subscriber will be permitted to continue to access the Subscription Services for a period of 30 days following the applicable Termination Date for that Subscription the sole purpose of copying or downloading its Subscriber Data, provided that (i) Subscriber pays, in advance, any fees owed as of the Termination Date as well as a pro-rata monthly portion of the most recent annual subscription rate, and (ii) the Subscription was not terminated by Tango for Subscriber's uncured breach. Any additional termination or transition services must be mutually agreed and will be charged at Tango's then-current rates.

16. **Suspension of Service.** Tango may temporarily suspend Subscriber's access to the Subscription Services if (i) reserved; or (ii) Tango has reason to believe that Subscriber is using the Subscription Services in violation of the Agreement or in a manner that may result in harm to the Subscription Service, Tango or any other user of the Subscription Services, provided that such right will not obligate Tango to monitor or exert editorial control over Subscriber's use of the Subscription Services.

Representations, Warranties and Indemnification Terms

17. **Tango Warranties.** Tango represents and warrants that the Subscription Services: (i) will operate in material compliance with their documentation; and (ii) do not and will not violate any applicable law, statute, ordinance, regulation, or treaty when used in accordance with their documentation.

18. **Subscriber Warranties.** Subscriber represents and warrants that, with respect to any Subscriber Data, systems, databases, trademarks, trade names, service marks, logos and other similar indicia of origin or other materials provided or made available by Subscriber (the "**Subscriber-Provided Materials**"): (i) it has obtained all consents, authorizations or permissions necessary for Tango to access or use the Subscriber-Provided Materials ("**Required Consents**"); and (ii) the Subscriber-Provided Materials (a) do not and will not infringe or misappropriate the intellectual property rights of any third party; (b) do not and will not violate any

applicable law, statute, ordinance, regulation or treaty; and (c) will not contain any viruses or other computer programming routines that could damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information of any person or entity.

19. **Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF, AND TANGO SPECIFICALLY DISCLAIMS, ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SUBSCRIBER ASSUMES RESPONSIBILITY FOR THE USE OF, AND RESULTS OBTAINED FROM THE SERVICES.

20. **Indemnification by Tango.** Tango will indemnify, have the right to intervene to defend and hold Subscriber harmless from and against any and all claims, actions, proceedings, demands, judgments, losses, liabilities, costs and expenses (including reasonable attorneys’ fees) (“**Claims**”) arising from claims by any third party that Subscriber’s use of the Subscription Services in accordance with this Agreement and the associated documentation infringes or misappropriates the intellectual property rights of such third party, provided that Tango will have no obligation to defend, indemnify and hold Subscriber harmless for claims of infringement if: (i) Subscriber or a User modifies the Subscription Services; (ii) Tango complies with the written designs or specifications supplied by Subscriber; (iii) Subscriber or a User combines the Subscription Services with any products or services not provided or licensed by Tango; (iv) Subscriber or a User fails to strictly adhere to Tango’s instructions for the use and maintenance of the Subscription Services. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

21. **Reserved.**

22. **Procedure.** With respect to the indemnification obligations herein (i) the Party seeking indemnification (the “**Indemnified Party**”) will promptly notify the Party obligated to provide indemnification (the “**Indemnifying Party**”) in writing promptly of any such Claim (provided that the Indemnifying Party will only be relieved of its obligations if and to the extent that it has been actually prejudiced by the failure to give notice as required); (ii) the Indemnifying Party will have sole control of the defense of any Claim and of all negotiations for its settlement provided that any settlement which requires any admission of liability, affirmative obligation or any contribution from the Indemnified Party must be approved in advance in writing by the Indemnified Party; and (iii) the Indemnified Party will cooperate with the Indemnifying Party in a reasonable way and at the Indemnifying Party’s expense. The Indemnified Party may, at its expense and option, use counsel of its choosing in connection with the defense of any such claim.

23. **Limitations of Damages and Liability.** EXCEPT FOR A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS UNDER SECTION 9, INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR SUBSCRIBER’S BREACH OF SECTIONS 3 OR 7, OR MISAPPROPRIATION OF TANGO’S INTELLECTUAL PROPERTY RIGHTS, OR FEES PAYABLE BY SUBSCRIBER: (A) NEITHER PARTY WILL HAVE ANY LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES; AND (B) THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION BROUGHT UNDER OR ASSOCIATED WITH THE SERVICES, WILL BE LIMITED TO THE AMOUNT PAID BY SUBSCRIBER TO TANGO FOR THE MOST RECENT ONE YEAR PERIOD IMMEDIATELY PRECEDING THE DATE SUCH LIABILITY AROSE. THESE LIMITATIONS WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT AND WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSES, OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW. The Parties agree that Tango has set the fees and entered into each Order Form in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

General Terms

24. **Notices.** Notices will be given in writing and may be delivered by U.S. mail, overnight delivery service, confirmed e-mail, or personal delivery to the intended recipient of the notice. Notice will be deemed delivered when received or one business day after deposit with an overnight delivery service for next day delivery, whichever is earlier. Notice will be provided to Subscriber at the address provided above (or in an Order Form) and to Tango at 9797 Rombauer Rd. Suite 450, Dallas, TX, 75019. A Party may change a contact upon 10 days’ written notice to the other Party, which notice will contain the new contact information as set forth above.

25. **Remedies Cumulative.** Except where specifically provided, termination of this Agreement will be without prejudice to any other rights that either Party may have at law or in equity.

26. **Force Majeure.** In accordance with GSAR 552.212-4(f), If the performance of any part of this Agreement by a Party is prevented, hindered, delayed or otherwise made commercially unreasonable by reason of any causes beyond the control of the Party, including but not limited to flood or other natural disaster, riot, fire, judicial or governmental action, labor disputes, actions or failures of the hosting or internet service provider or of any telecommunications service providers or facilities in the chain of communication to and from Tango's server, sabotage or criminal interference with the server or Subscription Services or any other similar or dissimilar event or circumstances (a "**Force Majeure Event**"), the Party experiencing the Force Majeure Event will be excused from performance. The foregoing will not apply to the obligation to make payments of fees for the Services or related expenses. Each Party agrees to give the other notice as soon as possible of the existence of a Force Majeure Event affecting the Party's performance.

27. **Separate Parties; No Third-Party Beneficiaries.** The Parties agree that nothing in this Agreement will be construed to create a partnership, joint venture, franchise, or employee-employer relationship among Tango, Subscriber or any User. Tango will perform the Services as an independent contractor. Neither Tango nor Subscriber is an agent of the other or is authorized to make any representation, contract or commitment on behalf of the other. No person not a party to this Agreement is an intended beneficiary of this Agreement, and no User or any other person not a party to this Agreement will have any right to enforce any term of this Agreement.

28. **Dispute Resolution.** If a Party believes that the other is in breach of this Agreement, it will give immediate written notice to the other Party detailing the breach. The Parties will enter into good faith negotiations for a reasonable resolution of the complaint for a period of 30 days from the Party's receipt of the complaining Party's notice prior to instituting litigation or otherwise pursuing any legal remedies. If such negotiations do not reach a resolution, either Party may then resort to whatever remedy is available at law or equity, subject to the limitations on remedy provided for in this Agreement. The dispute resolution procedure set forth in this Section 28 will not operate to prevent a Party from seeking injunctive relief or apply to Subscriber's failure to make payments when due.

29. **Governing Law; Venue; Waiver of Jury Trial.** This Agreement will be governed by the Federal laws of the United States. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT.

30. **Reserved.**

31. **Waiver; Severability.** No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder. If any provision of this Agreement cannot be construed in a fashion that is lawful or is otherwise found void, then the Parties agree that the remaining provisions of this Agreement will continue in full force and effect as if said void provision never existed and as long as the removal of such void provision does not alter the intent of the Parties, including the economics of this Agreement.

32. **Assignment.** Neither Party may assign rights and obligations under this Agreement without the prior written permission of Tango. This Agreement will be binding on each Party's successors and permitted assigns.

33. **Non-Exclusive; Entire Agreement; Order of Precedence.** The relationship created by this Agreement is non-exclusive in all respects. This Agreement constitutes the entire agreement between Tango and Subscriber with respect to the subject matter hereof and supersedes all previous proposals, negotiations and other written or oral communications between the Parties with respect thereto. The Parties anticipate that they may provide or exchange purchase orders, acknowledgments, confirmations, invoices or other documents relating to the subscription to the Subscription Services or Professional Services, which may contain terms or conditions that are different from, or in addition to, this Agreement. Each Party objects to the inclusion of any different or additional terms by the other Party in any document or communications, which terms will be of no force or effect. To the extent that additional terms and conditions are linked to or are to be incorporated by hyperlink text, reference or otherwise in this Agreement, such terms are incorporated into this Agreement in their entirety by reference.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

Subscriber

By: _____

Printed: _____

Title: _____

Date: _____

Tango

By: _____

Printed: _____

Title: _____

Date: _____

Tango Data Processing Addendum

This Data Processing Addendum ("**DPA**") amends and supplements the Subscription and Bundling Agreement ("**Agreement**") entered into between Tango and Subscriber and is hereby incorporated by reference into the Agreement. By signing the Agreement, the parties enter into this DPA on behalf of themselves and, to the extent required under applicable Data Protection Laws, in the name and on behalf of their affiliates authorized to provide or receive (as applicable) the Services, and this DPA shall be effective on the Effective Date of the Agreement. All capitalized terms not otherwise defined in this DPA will have the meaning given to them in the Agreement. If there is any inconsistency or conflict between this DPA and the Agreement as it relates to data protection, this DPA will govern. Subscriber and Tango agree as follows:

1. DEFINITIONS.

1.1 "**Auditing Party**" means a party chosen by Subscriber to conduct an audit under this DPA.

1.2 "**Data Protection Law**" means the GDPR and/or the Federal Data Protection Act of 19 June 1992 (Switzerland), as amended or re-enacted from time to time.

1.3 "**Essential Information**" means Subscriber Personal Data that is one of the types expressly set forth in Exhibit E of the Agreement that Subscriber, a User or a Named Customer provides to Tango in connection with the Agreement that is necessary for the operation, access and/or use of the Services by Subscriber.

1.4 "**Non-Essential Information**" means Personal Data provided by, or on behalf of, Subscriber, a User or a Named Customer to Tango that is not Essential Information.

1.5 "**GDPR**" means the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC, and any amendment or replacement to it.

1.6 "**EEA**" means the European Economic Area.

1.7 "**Process**" or "**Processing**" means any operation or set of operations which is performed on Subscriber Personal Data, whether or not by automated means, such as the collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of Subscriber Personal Data.

1.8 "**Security Incident**" means a breach of Tango's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Subscriber Personal Data transmitted, stored or otherwise Processed by Tango. "Security Incident" will not include unsuccessful attempts or activities that do not compromise the security of Subscriber Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

1.9 "**Standard Contractual Clauses**" means the standard contractual clauses, as agreed by the European Commission, for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated, amended replaced or superseded from time to time by the European Commission, the approved version of which in force at present is that set out in the European Commission's Decision 2010/87/EU of 5 February

2010, available at: <http://eur-lex.europa.eu/legal-content/en/TXT/?uri=CELEX%3A32010D0087>.

1.10 “**Subprocessors**” means third parties authorized under this DPA to have access to and Process Subscriber Personal Data in order to provide parts of the Services and any related technical support.

1.11 “**Subscriber Personal Data**” means any Personal Data Processed by Tango on behalf of Subscriber or a Named Customer in Tango’s provision of Services.

The terms “**Controller**”, “**Data Subject**”, “**Personal Data**”, “**Processor**”, and “**Supervisory Authority**” as used in this DPA will have the meanings ascribed to them in the GDPR.

2. **PROCESSING OF DATA.**

2.1 **Application of DPA.** This DPA will only apply to Subscriber Personal Data that is: (a) Essential Information, and (b) Non-Essential Information that Tango expressly agrees to Process in an executed Statement of Work that meets the requirements of Section **Error! Reference source not found.** of the Agreement.

2.2 **Application of Data Protection Law.** This DPA will only apply to the extent that the Data Protection Law applies to the Processing of Subscriber Personal Data, including if: (a) the Processing is in the context of the activities of an establishment of Subscriber in the EEA; and/or (b) Subscriber Personal Data is Personal Data relating to Data Subjects who are in the EEA and the Processing relates to the offering to them of goods or services or the monitoring of their behavior in the EEA.

2.3 **Purpose of Processing.** The purpose of data Processing under the Agreement is the provision of the Services pursuant to the Agreement. **Schedule 1 (Scope of Processing)** describes the subject matter and details of the Processing of Subscriber Personal Data.

2.4 **Processor and Controller Responsibilities.** The parties acknowledge and agree that: (a) Tango is a Processor of Subscriber Personal Data under the Data Protection Law; (b) Subscriber is a Controller or Processor, as applicable, of Subscriber Personal Data under the Data Protection Law; and (c) each party will comply with the obligations applicable to it under the Data Protection Law with respect to the Processing of Subscriber Personal Data.

2.5 **Authorization by Third Party Controller.** If Subscriber is a Processor, Subscriber warrants to Tango that Subscriber’s instructions and actions with respect to Subscriber Personal Data, including its appointment of Tango as another Processor, have been authorized by the relevant Controller.

2.6 **Subscriber Instructions.** Subscriber instructs Tango to Process Subscriber Personal Data: (a) in accordance with the Agreement and any applicable Order Form; (b) to provide the Services and any related technical support; (c) as further specified via Subscriber’s use of the Services (including in the settings and other functionality of the Services) and any related technical support; and (d) to comply with other reasonable instructions provided by Subscriber where such instructions are consistent with the terms of the Agreement and this DPA. Subscriber will ensure that its instructions for the Processing of Personal Data shall comply with the Data Protection Law. Subscriber shall have sole responsibility for the accuracy, quality, and legality of Subscriber Personal Data and the means by which Subscriber obtained the Personal Data.

2.7 Tango's Compliance with Subscriber Instructions. Tango shall only Process Subscriber Personal Data in accordance with Subscriber's instructions. If Tango believes or becomes aware that any of Subscriber's instructions conflict with any Data Protection Law, Tango shall timely inform Subscriber. Tango may Process Subscriber Personal Data other than on the instructions of Subscriber if it is required under applicable law to which Tango is subject. In this situation, Tango shall inform Subscriber of such requirement before Tango Processes the Subscriber Personal Data unless prohibited by applicable law.

2.8 Tango Responsibilities. Tango will: (a) ensure that its personnel engaged in the Processing of Subscriber Personal Data have committed themselves to confidentiality obligations; (b) implement appropriate technical and organizational measures to safeguard Subscriber Personal Data taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons; (c) taking into account the nature of the Processing and information available to Tango, take reasonable measures to assist Subscriber in ensuring compliance with Articles 32 to 36 of the GDPR; and (d) keep complete and accurate records of all Processing of Subscriber Personal Data by it under the Agreement.

2.9 No Non-Essential Information. Subscriber shall not provide to Tango, import into the Services, or cause Tango to Process any Non-Essential Information, unless otherwise expressly agreed to by Tango in an executed Statement of Work that meets the requirements of Section **Error! Reference source not found.** of the Agreement. If Tango does not expressly agree to Process Non-Essential Information pursuant to the previous sentence, Tango has no obligations or liability with respect such data. If Subscriber inadvertently provides or causes Tango to Process any Non-Essential Information that is Subscriber Personal Data, Subscriber shall, at Subscriber's sole cost: (a) immediately notify Tango in writing; (b) take all necessary steps to assist Tango in removing Non-Essential Information from Tango's systems.

3. DATA SUBJECT RIGHTS

3.1 Tango shall, to the extent legally permitted, promptly notify Subscriber if it receives a request from a Data Subject for access to, correction, amendment, deletion of or objection to the Processing of Subscriber Personal Data relating to such individual. Tango shall not respond to any such request without Subscriber's prior written consent except to confirm that the request relates to Subscriber.

3.2 Tango shall provide Subscriber with commercially reasonable cooperation and assistance to the extent legally permitted, taking into account the nature of the Processing and the information available to Tango, in fulfilling Subscriber's obligations to respond to Data Subject requests under Data Protection Law, to the extent Subscriber does not have access to such Subscriber Personal Data through its use or receipt of the Services.

4. SUBPROCESSORS

4.1 General Authorization. Subscriber agrees that Tango may authorize third parties to Process the Subscriber Personal Data on its behalf in connection with fulfilling Tango's obligations under the Agreement and/ or this DPA. Upon receipt of Subscriber's written request, Tango shall provide Subscriber the list of Subprocessors that are currently authorized by Tango to access and Process Subscriber Personal Data.

4.2 New Subprocessors. If Tango engages a new Subprocessor, Tango will notify Subscriber by updating its list of Subprocessors located on its website, informing Subscriber

of the change, and giving Subscriber the opportunity to object to such Subprocessor. If, within 30 days of receipt of that notice, Subscriber notifies Tango in writing of any objections (on reasonable grounds) to the proposed addition, the parties will work together to find a mutually agreeable solution. Tango will contractually impose data protection obligations on its Subprocessors that are at least equivalent to those data protection obligations imposed on Tango under this DPA.

4.3 **Tango Liability.** Tango will remain liable for the acts and omissions of its Subprocessors to the same extent Tango would be liable if performing the services of each Subprocessor directly under the terms of this DPA.

5. DATA TRANSFERS

5.1 **General Authorization.** Subscriber agrees that Tango may, subject to Section 5.2, store and Process Subscriber Personal Data in the United States of America and any other country in which Tango or any of its Subprocessors maintains facilities.

5.2 **Transfer Mechanisms.** The Standard Contractual Clauses set forth in Schedule 2 to this DPA shall apply for transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of applicable Data Protection Law of the foregoing territories, to the extent such transfers are subject to such applicable Data Protection Law. By executing this DPA, the parties shall be deemed to have executed and agreed to such Standard Contractual Clauses. For purposes of the Standard Contractual Clauses, (i) Subscriber, the party transferring from the EEA or Switzerland, will be referred to as the "Data Exporter" and (ii) Tango will be referred to as the "Data Importer." Schedule 1 to this Agreement shall apply as Appendix 1 of the Controller to Processor Standard Clauses. Schedule 2 to this Agreement shall apply as Appendix 2 of the Standard Contractual Clauses.

6. SECURITY INCIDENT

6.1 **Notification Obligations.** In the event Tango becomes aware of any Security Incident that is likely to result in a risk to the rights and freedoms of natural persons, Tango will notify Subscriber of the Security Incident without undue delay. The obligations in this Section do not apply to Security Incidents that are caused by Subscriber or Subscriber's personnel or end users.

6.2 **Manner of Notification.** Notification(s) of Security Incidents, if any, will be delivered to one or more of Subscriber's business, technical or administrative contacts by any means Tango selects, including via email. It is Subscriber's sole responsibility to ensure it maintains accurate contact information on Tango's support systems at all times.

6.3 **No Admission.** Tango's notification of or response to a Security Incident under this Section will not be construed as an acknowledgement by Tango of any fault or liability with respect to the Security Incident.

7. **TERM; DESTRUCTION OF COMPANY PERSONAL DATA**

7.1 **Term of DPA.** This DPA will take effect on the Effective Date and will remain in full force and effect until, and automatically expire upon, deletion of all Subscriber Personal Data as described in this DPA.

7.2 **Destruction of Subscriber Personal Data.** Prior to the termination of the Agreement, upon Subscriber's reasonable request to delete Subscriber Personal Data, Tango will facilitate such deletion, insofar as possible taking into account the nature and functionality of the Services and unless Data Protection Law requires storage. Upon termination of the Agreement and within thirty (30) business days from the termination of the Agreement (unless a longer period is agreed in writing by the parties), Tango will (a) cease all Processing of Subscriber Personal Data; and (b) destroy all Subscriber Personal Data, except to the extent that Tango is required under Data Protection Law to keep a copy of the Subscriber Personal Data. After such thirty (30) business day period, Tango has no obligation to retain any Subscriber Personal Data, unless required by Data Protection Law.

8. **AUDITS**

8.1 **Right to Audit.** At Subscriber's sole cost, Tango will allow an Auditing Party to conduct audits solely to fulfill Subscriber's obligations under Data Protection Law. Tango may object to any Auditing Party on the basis of Tango's reasonable opinion that the Auditing Party is not independent, is a competitor of Tango, or is otherwise unsuitable, in which case Subscriber will appoint another Auditing Party. After receipt by Tango of a request for an audit from Subscriber, Tango and Subscriber will discuss and agree in advance on the Auditing Party, a reasonable start date of no less than four (4) weeks from Tango's receipt of the request for such audit, the scope and duration of, and the data protection controls applicable to, the audit. The audit must be conducted during regular business hours, subject to Tango's policies, and may not unreasonably interfere with Tango's business activities. Any audits are at Subscriber's sole cost and expense. Tango may charge a fee based on Tango's reasonable costs for the audit.

8.2 **Notification of Non-Compliance.** Subscriber shall promptly notify Tango with information regarding any non-compliance discovered during the course of an audit. Tango will reasonably cooperate with Subscriber, at Subscriber's expense, to assist Subscriber in ensuring compliance with Articles 32 to 36 of the GDPR taking into account the nature of Processing and the information available to Tango.

8.3 **Limits on Auditing Party.** Nothing in the Agreement or this DPA will require Tango either to disclose to an Auditing Party or Subscriber, or to allow an Auditing Party or Subscriber to access: (i) any data of any other customer of Tango; (ii) Tango's internal accounting or financial information; (iii) any trade secret of Tango; (iv) any premises or equipment not controlled by Tango; or (v) any information that, in Tango's reasonable opinion, could: (A) compromise the security of Tango's systems or premises; (B) cause Tango to breach its obligations under Data Protection Law or the rights of any third party, or (C) any information that an Auditing Party seeks to access for any reason other than the good faith fulfillment of Subscriber's obligations under Data Protection Law. Subscriber shall contractually impose, and designate Tango as a 3rd party beneficiary of, contractual terms that prohibit any third party Auditing Party from disclosing the existence, nature, or results of any audit to any party other than Subscriber unless such disclosure is required by applicable law.

9. **REMEDIES; PARTIES**

9.1 **Limitation of Liability.** Tango's liability for breach of its obligations in this DPA are subject to the limitations set forth in Section 14 of in the Agreement, provided that notwithstanding Section **Error! Reference source not found.**, in the event of a breach of its obligations under this DPA, Tango's aggregate liability for all claims will be increased to the greater of (i) \$3,000,000 and (ii) five times the amount paid by subscriber to Tango for the most recent one year period of the Agreement up to the date such liability arose.

9.2 **No Liability for Non-Essential Information.** Notwithstanding anything to the contrary in the Agreement or this DPA, Tango shall have no obligations with respect to any Non-Essential Information that Subscriber, a User or a Named Customer imports into the Services or otherwise provides to Tango or causes Tango to Process unless otherwise expressly agreed to by Tango in an executed Statement of Work that meets the requirements of Section **Error! Reference source not found.** of the Agreement. Subscriber shall be fully responsible for implementing safeguards to ensure that it, its Users and its Named Customers do not provide to Tango or import any Non-Essential Information into the Services, whether intentionally or unintentionally. Without limiting Subscriber's obligations under the Agreement, if Subscriber or a Named Customer breaches Section 2.9 of this DPA, then Subscriber shall: (a) promptly upon Tango's request, reimburse Tango for all liabilities incurred by Tango and its owners, officers, employees, agents, successors and assigns (collectively, the "**Tango Parties**") arising, in whole or in part, from Subscriber's breach; and (b) indemnify, defend, and hold harmless the Tango Parties against any liabilities incurred by the Tango Parties in connection with any third party or first party claim arising out of or relating to Subscriber's or a Named Customer's breach, including liabilities Tango incurs in connection with any government investigation, fines and/or penalties arising out of such breach. Subscriber's liability under this Section 9.2 is not subject to the limitations set forth in Section 14 of the Agreement.

9.3 **Parties to this DPA.** Nothing in this DPA shall confer any benefits or rights on any person or entity other than the parties to this DPA.

Schedule 1

SCOPE OF PROCESSING

1. Subject Matter of the Processing of Subscriber Personal Data

Tango will Process Subscriber Personal Data of Data Subjects in order to perform the Services under the Agreement.

2. Duration of the Processing of Subscriber Personal Data

Tango will Process Subscriber Personal Data until the expiration or termination of the Agreement, unless prohibited by Data Protection Law.

3. Nature and Purpose of the Processing of Subscriber Personal Data

The nature and purpose of the Processing of Subscriber Personal Data will be to perform the Services under the Agreement.

4. Types of Subscriber Personal Data

The types of Subscriber Personal Data Processed by Tango for the purposes of the Agreement include the following:

- Essential Information; and
- Non-Essential Information that Tango expressly agrees to Process in accordance with Section **Error! Reference source not found.** of the Agreement.

5. Categories of Data Subjects

The categories of Data Subjects about whom Tango will Process Subscriber Personal Data include:

- Subscriber's Users;

Schedule 2

SECURITY MEASURES

The implemented security measures shall include:

- **Access security**

Please specify: Access to the Data Importer's servers that support the Services are available only to members of Tango data team that is primarily responsible for data management tasks relevant to the project.

- **Data integrity**

Please specify: Data is backed up regularly by the Data Importer.

- **Organizational security**

Please specify: Only members of the Data Importer's data management team who are assigned to Subscriber's account will have access to data.

- **Physical security**

Please specify: All instances of the Services are hosted in the cloud and access is restricted and controlled via 'key-based' authentication.

- **Network and data security**

Please specify: The Data Importer shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the processing of the Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

TANGO LICENSING TERMS FOR THIRD PARTY DATA

Subscriber must comply with the additional licensing terms set forth below with respect to Third Party Data that is provided to Tango by its third-party vendors (each, a "Vendor"). By logging into the Tango Subscription Service, Subscriber agrees to comply with these terms:

1. Tango grants to Subscriber a limited, non-exclusive, non-transferable, revocable license to access Third Party Data for Subscriber's internal use only.
2. Subscriber may only use the Third Party Data within the Subscription Service. Subscriber may not download or copy Third Party Data from the Subscription Service for any other use, even within Subscriber's organization. Subscriber may not transmit, sell, or sublicense any Third Party Data to any party.
3. Tango reserves the right to substitute equivalent Third Party Data from other Vendors at any time and without notice.
4. No ownership of, or title to the intellectual property in, licensed Third Party Data is transferred to Subscriber. Each Vendor owns and shall retain all rights, including intellectual property rights, in and to its Third Party Data.
5. Subscriber must not: a) reverse compile, reverse engineer, or disassemble any portion of the Third Party Data; b) derive, or attempt to derive, the source of the Data; c) modify or create derivative works of the Third Party Data; d) remove, alter, or obscure any proprietary notice or identification, including copyright or trademark notices, contained in or on Third Party Data.
6. Third Party Data is provided without any warranties from Tango or the Vendor.
7. At the termination of Subscriber's subscription to use the Subscription Service, Subscriber's license to access and use the Third Party Data will terminate and Subscriber must discontinue its use of Third Party Data and irrevocably erase all Third Party Data, including any copies of Third Party Data, in Subscriber's possession.

Service Level Agreement

Support

Service Call Response and Resolution Times. Tango will respond to technical support requests from Subscriber and will work to resolve issues identified within the Subscription Services in the time frames described below based upon the severity level assigned to the issue by Tango:

Severity 1: Produces an emergency situation in which the Subscription Services are unavailable, produces incorrect results, or fails catastrophically.

RESPONSE: Tango will provide an email response by a qualified member of its staff to begin to diagnose and to correct a Severity 1 problem as soon as reasonably possible, but in any event a response will be provided within two (2) hours. Tango will work continuously using its best efforts to resolve Severity 1 problems. The resolution will be delivered to Subscriber as a work-around or as an emergency software fix. If Tango delivers a work-around that restores Subscriber's access to the Subscription Services or enables the Subscription Services to function correctly and with most functions operating, the severity classification will drop to a Severity 2.

Severity 2: Produces a detrimental situation in which performance (throughput or response) of the Subscription Services degrades substantially under reasonable loads, such that there is a severe impact on use; the Subscription Services are usable, but materially incomplete; one or more mainline functions is inoperable; or the use is otherwise significantly impacted.

RESPONSE: Tango will provide an email response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response will be provided within four (4) hours. Tango will use its best efforts to resolve Severity 2 problems. The resolution will be delivered to Subscriber in the same format as Severity 1 problems. If Tango delivers a work-around for a Severity 2 problem that substantially improves or resolves all Severity 2 problems, the severity classification will drop to a Severity 3 with respect to any remaining issues.

Severity 3: Produces an inconvenient situation in which the Subscription Services are usable, but does not provide a function in the most convenient or expeditious manner, and the user suffers little or no significant impact.

RESPONSE: Tango will exercise reasonable efforts to resolve Severity 3 problems in the next maintenance release.

Severity 4: Produces a noticeable situation in which the use of the Subscription Services is affected in some way which is reasonably correctable by a documentation change or by a future, regular release from Tango.

RESPONSE: Tango will provide, as agreed by the Parties, a fix or fixes for Severity 4 problems in future maintenance releases.

To the extent Tango's response time for technical service requests of Severity 1 or Severity 2 exceeds the minimums set forth above for such requests, such time will constitute Downtime of the Subscription Services pursuant to Exhibit C.

Service Levels

1. Subscription Services Availability. Tango will provide 99.5% availability of the Subscription Services during Business Hours measured over one-month periods, excluding any System Maintenance or Force Majeure Events, as measured and monitored from Tango's facilities. Subscription Services availability will be calculated on a monthly basis using the following formula: Subscription Services Availability = [(Actual Availability *divided by* Total Scheduled Availability) *multiplied by* 100%]. The following definitions will apply with respect to the calculation of Subscription Services availability:

- (a) **"Actual Availability"** means Total Scheduled Availability minus Downtime, in minutes.
- (b) **"Downtime"** means the time (in minutes) that users of the Subscription Services are not able to utilize the Subscription Services for normal business operations during Business Hours as a result of the Subscription Services demonstrating consistent ping times of greater than one second or page load speeds of more than five seconds on the control pages (i.e., login page, main menu, site search page, store search page, and target search page) excluding excessive production traffic demands as well as pages with spatial / map content, involving multiple layers and/or data sources which will ordinarily take longer to load. Downtime does not include any unavailability of the Subscription Services due to System Maintenance, or a failure or defect arising out of a Force Majeure Event.
- (c) **"System Maintenance"** means time (in minutes) that the Subscription Services is not accessible to Subscriber due to maintenance of Tango's systems, including for maintenance and upgrading of the software and hardware used by Tango to provide the Subscription Services. System Maintenance includes regularly scheduled maintenance or backup (which occurs every Thursday night from 8 p.m. Central Time to Friday Morning 6 a.m. Central Time), other scheduled maintenance for which Tango provides notice and unscheduled, emergency maintenance. Tango will provide Subscriber with at least five business days' prior written notice of any other scheduled maintenance and reasonable advance notice for unscheduled, emergency maintenance to the extent practicable.
- (d) **"Total Scheduled Availability"** means all Business Hours during a month, excluding System Maintenance, in minutes.

2. SLA Credits for Subscription Services Availability. If the Subscription Services Availability during any given month falls below 99.5% Tango will provide Subscriber with a credit (an **"SLA Credit"**) equal to the percentage of the total monthly fee applicable to the month in which the Subscription Services Availability fell below the service level based on the chart below. If Subscriber elects to obtain any SLA Credits, the payments of such SLA Credits will be Subscriber's sole and exclusive remedy for failure to meet the service level.

Actual Subscription Services Availability	SLA Credit
<i>99% or greater but less than 99.5%</i>	<i>1% of subscription fee applicable to month in which failure occurred</i>
<i>98% or greater but less than 99%</i>	<i>5% of subscription fee applicable to month in which failure occurred</i>
<i>95% or greater but less than 98%</i>	<i>10% of subscription fee applicable to month in which failure occurred</i>

<95%	<i>25% of subscription fee applicable to month in which failure occurred</i>
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