GENERAL SERVICES ADMINISTRATION

FEDERAL ACQUISITION SERVICE

AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

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

Federal Supply Schedule 70 General Purpose Commercial Information Technology Equipment, Software and Services

Special Item No. 132-32 Term Software Licenses

CONTRACT NUMBER: GS-35F-714GA

CONTRACT PERIOD: September 29, 2017 through September 28, 2022

For more information on ordering from this Federal Supply Schedule contract, please visit: www.gsa.gov/schedules

CONTRACTOR: SmartUQ LLC
3545 University Ave
Madison, WI 53705
Tel: (608) 255-2440
Web: www.smartuq.com

CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:

Maggie Hua
VP of Business Development
3545 University Ave
Madison, WI 53705
Tel: (608) 255-0074
E-mail: maggie.hua@smartuq.com

BUSINESS SIZE: Small Business
CONTRACTOR INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)
   132-32 Term Software Licenses

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH AWARDED SIN:
   See Appendix A

1c. HOURLY RATES (Services only): Not Applicable

2. MAXIMUM ORDER THRESHOLD:
   SIN 132 32 $500,000
   NOTE TO ORDERING ACTIVITIES: If the best value selection places your order over the applicable Maximum Order Threshold, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the Contractor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER THRESHOLD: $100.00

4. GEOGRAPHIC COVERAGE: 50 States, DC, Puerto Rico

5. POINT(S) OF PRODUCTION: Madison, Wisconsin

6. DISCOUNT FROM BEST MARKET RATE: GSA Net Prices can be found in Pricing Matrixes (below). Negotiated discounts have been applied and the Industrial Funding Fee has been added.

7. QUANTITY DISCOUNT(S): 1% on 100+ licenses

8. PROMPT PAYMENT TERMS: 1% net 15

9.a Government Purchase Cards will be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards will be accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: None

11a. TIME OF DELIVERY: Determined at task level

11b. EXPEDITED DELIVERY: Determined at task level

11c. OVERNIGHT AND 2-DAY DELIVERY: Determined at task level.

11d. URGENT REQUIREMENTS: Agencies can contact the Contractor’s representative to affect a faster delivery. Customers are encouraged to contact the Contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Destination
13a. ORDERING ADDRESS: SmartUQ LLC
3545 University Ave
Madison, WI 53705

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

14. PAYMENT ADDRESS: SmartUQ LLC
3545 University Ave
Madison, WI 53705

15. WARRANTY PROVISION: Standard Commercial

16. EXPORT PACKING CHARGES: None

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: None

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): Not Applicable

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): Not Applicable

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): Not Applicable

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): See Appendix B

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): Not Applicable

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): Not Applicable

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): Not Applicable

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

24b. SECTION 508 COMPLIANCE FOR ELECTRONIC AND INFORMATION TECHNOLOGY (EIT): Compliant. The EIT standards can be found at: www.Section508.gov/.

25. DUNS NUMBER: 078767211

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an active registration in the System for Award Management (SAM) database.
# Appendix A

<table>
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<tr>
<th>Product</th>
<th>License Type</th>
<th>1</th>
<th>3</th>
<th>6</th>
<th>10</th>
<th>20</th>
<th>40</th>
<th>60</th>
<th>80+</th>
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<tr>
<td>SmartUQ GUI</td>
<td>Per User node locked license for 12-month subscription</td>
<td>$8,614.61</td>
<td>$7,656.47</td>
<td>$7,177.88</td>
<td>$6,699.29</td>
<td>$6,220.71</td>
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<td>$12,060.45</td>
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<td>Per User node locked license for 12-month subscription</td>
<td>$1,148.61</td>
<td>$1,021.31</td>
<td>$957.18</td>
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Appendix B

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)
The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY
Warranty: SmartUQ shall provide Client with a 90-day warranty that (i) the Software will conform in all material respects to the Documentation; and (ii) its services will be performed in a professional and workmanlike manner.

Liability Limitations and Disclaimers: Except as expressly provided in this agreement, the software and hosting environment are provided “as is,” with no warranties, representations, or guarantees whatsoever. All implied and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, non-infringement, custom and usage in trade are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law, SmartUQ disclaims any warranties, representations, or liability for the performance of the internet, compatibility with client’s computer systems, existence of any malicious code or other disabling device, unauthorized access to or use of client’s information by a party other than SmartUQ, or the security, efficiency, availability, performance or accuracy of the software or its content. SmartUQ does not warrant that access to the software will be uninterrupted or error free. See more liability limitations and disclaimers in EULA.

4. TECHNICAL SERVICES
Technical support is available from to 9:00 a.m. to 5:00 p.m. Central Time, Monday to Friday, excluding holidays. You may submit tickets with your issue description through our Ticket System at www.smartuq.com/support, send an email to contact@smartuq.com or call us at (608)255-2440.

5. SOFTWARE MAINTENANCE
N/A

6. PERIODS OF TERM LICENSES (SIN 132-32)
a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.
b. Term licenses may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
c. Annual Funding. When annually appropriated funds are cited on an order for term licenses, the period of the term licenses shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses is to be terminated at that time. Orders for the continuation of term licenses will be required if the term licenses is to be continued during the subsequent period.
7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE
N/A

8. TERM LICENSE CESSATION
N/A

9. UTILIZATION LIMITATIONS - (SIN 132-32)
   a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
   b. When acquired by the ordering activity, commercial computer software and related documentation so legended shall be subject to the following: (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
   (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
   (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
   (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
   (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another.

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

12. RIGHT-TO-COPY PRICING
N/A